



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: 2029895

Procurement Type: Central Master Agreement

Vendor ID: VS0000053486 

Legal Name: Ultimatecare Management LLC

Alias/DBA: BestNest Management LLC

Total Bid: \$822,042.50

Response Date: 08/26/2026 

Response Time: 11:29

Responded By User ID: ultimate 

First Name: Mehdi

Last Name: Kiamehr

Email: mehdi@ultimatemgt.com

Phone: 3109912647

SO Doc Code: CRFQ

SO Dept: 0613

SO Doc ID: VNF2700000001

Published Date: 8/19/26

Close Date: 8/26/26

Close Time: 13:30

Status: Closed

Solicitation Description: Direct Care Staffing Services

Total of Header Attachments: 8

Total of All Attachments: 8



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: 2029895
Solicitation Description: Direct Care Staffing Services
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2026-08-26 13:30	SR 0613 ESR08262600000001409	1

VENDOR
VS0000053486
Ultimatecare Management LLC

Solicitation Number: CRFQ 0613 VNF2700000001
Total Bid: 822042.5
Response Date: 2026-08-26
Response Time: 11:29:14
Comments:

FOR INFORMATION CONTACT THE BUYER
Jessica L Riley
304-558-0246
jessica.l.riley@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	Direct Care Staffing Services				822042.50

Comm Code	Manufacturer	Specification	Model #
85101601			

Commodity Line Comments: see bid for contract amounts

Extended Description:

Open-end contract for Direct Care Staffing Services



PLAN AND APPROACH

Overview

Ultimatecare Management LLC proposes a comprehensive staffing solution designed to provide the client with highly qualified temporary personnel across all requested staffing categories, including Administrative and Clerical Services, Information Technology Services, Finance and Business Services, Professional Services, and other classifications identified by the client during the contract term.

Our approach combines proactive recruitment, workforce planning, rigorous screening, compliance management, rapid response staffing, and ongoing performance monitoring to ensure the client receives qualified personnel who can contribute immediately while maintaining the highest standards of professionalism, confidentiality, and customer service.

Ultimatecare utilizes a centralized recruiting and workforce management model supported by dedicated account management personnel, experienced recruiters, workforce coordinators, and compliance specialists. This structure allows us to quickly identify, recruit, screen, onboard, deploy, and manage temporary personnel while maintaining continuous communication with client representatives.

Scope of Proposed Services

Ultimatecare proposes to provide the following services to the client:

Recruitment and Talent Acquisition

- Active recruitment through multiple sourcing channels, including online job boards, professional networks, local workforce organizations, educational institutions, referrals, and industry-specific recruiting platforms.
- Development and maintenance of talent pipelines for frequently requested classifications.
- Continuous candidate sourcing to ensure availability of qualified personnel for anticipated and emergency staffing requests.
- Local recruitment efforts focused on the Bay Area labor market to maximize candidate availability and workforce retention.

Candidate Screening and Evaluation



All candidates undergo a comprehensive evaluation process that may include:

- Application review
- Resume evaluation
- Employment verification
- Reference checks
- Skills assessments
- Technical proficiency evaluations
- Interview screening
- Credential verification (when applicable)
- Background investigation coordination
- Drug screening coordination if requested by the client.

Only candidates meeting the Port's minimum qualifications and assignment requirements will be submitted for consideration.

Workforce Onboarding

Ultimatecare provides a structured onboarding process designed to ensure temporary personnel are fully prepared before assignment start dates. Services include:

- Employment documentation completion
- I-9 verification
- Payroll enrollment
- Assignment orientation
- Safety training coordination
- Confidentiality acknowledgement execution



- Policy and workplace conduct review
- Assignment-specific briefing and expectations

Workforce Management

Ultimatecare provides ongoing workforce support throughout the duration of each assignment, including:

- Assignment monitoring
- Employee relations support
- Attendance tracking
- Performance follow-up
- Schedule coordination
- Issue resolution
- Replacement staffing when required
- Workforce reporting
- Contract compliance monitoring

Payroll and Administrative Services

Ultimatecare assumes responsibility for all employer-related administrative functions, including:

- Payroll processing
- Tax withholding and reporting
- Workers' compensation administration
- Unemployment insurance administration
- Employment record maintenance
- Timekeeping coordination



- Benefits administration for eligible employees
- Regulatory compliance management

Staffing Methodology by Category

Administrative and Clerical Services

For administrative and clerical assignments, Ultimatecare maintains an active pool of qualified personnel including Administrative Assistants, Executive Assistants, Office Specialists, Receptionists, Data Entry Specialists, Customer Service Representatives, Program Assistants, and Office Support personnel.

Candidates are evaluated for:

- Communication skills
- Customer service abilities
- Microsoft Office proficiency
- Data entry accuracy
- Administrative experience
- Organizational skills
- Professionalism and reliability

Information Technology Services

For Information Technology staffing requirements, Ultimatecare recruits and places qualified professionals including:

- Help Desk Technicians
- Desktop Support Specialists
- Network Support Personnel
- Systems Administrators



- IT Analysts
- Project Coordinators
- Technical Support Specialists

IT candidates undergo technical screening to verify qualifications, certifications, technical competencies, and relevant experience.

Finance and Business Services

For Finance and Business Services assignments, Ultimatecare recruits qualified personnel including:

- Accounting Clerks
- Payroll Specialists
- Financial Analysts
- Budget Analysts
- Procurement Support Staff
- Accounts Payable Specialists
- Accounts Receivable Specialists
- Administrative Analysts

Candidates are evaluated for relevant software experience, financial systems knowledge, analytical capabilities, and professional qualifications.

Professional and Specialized Services

Ultimatecare also maintains recruitment capabilities for professional, technical, and specialized positions requiring unique qualifications, certifications, licenses, or industry-specific expertise.

Quality Assurance and Performance Management

Ultimatecare employs a continuous quality assurance program designed to ensure staffing success throughout the contract period.



Quality measures include:

- Candidate quality reviews
- Assignment performance monitoring
- Client feedback collection
- Employee performance evaluations
- Issue escalation procedures
- Corrective action processes
- Ongoing workforce development
- Continuous recruiting pipeline maintenance

Our account management team remains available throughout each assignment to ensure responsiveness and client satisfaction.

Responsiveness and Replacement Staffing

Ultimatecare recognizes that staffing needs can change rapidly. We maintain recruiting capacity and candidate pipelines that allow us to respond quickly to routine, urgent, and emergency staffing requests.

Should a temporary employee fail to meet performance expectations or become unavailable, Ultimatecare will initiate replacement recruitment efforts immediately and provide qualified replacement candidates as quickly as operationally feasible.

Confidentiality and Data Protection

Ultimatecare recognizes that temporary personnel may have access to confidential, proprietary, financial, operational, personnel, and technology-related information while performing services for the client.

All temporary personnel are required to comply with confidentiality obligations and professional standards of conduct. Ultimatecare maintains a Confidentiality and Non-Disclosure Agreement that may be executed by temporary personnel prior to assignment. A sample confidentiality



agreement template can be provided to the client for review and consideration as part of contract negotiations or contract implementation.

Ultimatecare further agrees to comply with all client confidentiality requirements, data security requirements, privacy policies, and information protection standards applicable to assigned personnel.

Value-Added Services

In addition to the requirements identified within the Scope of Services, Ultimatecare offers:

- Dedicated account management
- Workforce planning assistance
- Recruiting market intelligence
- Candidate pipeline development
- Employee retention support
- Workforce reporting and analytics
- Rapid response recruiting
- Compliance monitoring
- Ongoing performance management
- Bay Area labor market expertise

Ultimatecare Management LLC is fully prepared to provide the client of Oakland with responsive, reliable, and professional staffing services across all requested staffing categories. Through our proven recruitment processes, workforce management systems, compliance oversight, and customer-focused service model, Ultimatecare will deliver qualified personnel and staffing solutions that support the Port's operational objectives while maintaining accountability, responsiveness, and service excellence.



August 19, 2026

To Whom It May Concern::

UltimateCare Management LLC is pleased to submit this proposal.

UltimateCare Management LLC is a workforce solutions firm specializing in recruiting, screening, on-boarding, payroll administration, and workforce management services for public agencies, healthcare organizations, educational institutions, and commercial clients throughout California. Our organization is committed to providing qualified temporary personnel who enable clients to maintain operational continuity, support special projects, address workforce shortages, and meet fluctuating staffing demands.

Minimum Qualifications

UltimateCare Management LLC meets or exceeds all minimum qualification requirements established by the client.

Experience

UltimateCare Management LLC possesses more than five (5) years of experience providing temporary staffing, workforce management, recruiting, credentialing, and placement services. Our experience includes sourcing and placing administrative, clerical, accounting, finance, and professional personnel for organizations requiring reliable workforce solutions, rapid deployment capabilities, and ongoing staffing support.

Our recruiting and staffing teams have extensive experience supporting organizations with temporary staffing requirements including vacancy coverage, project-based assignments, seasonal workforce needs, workload surges, and special operational initiatives.

Mike Poursaeidi

Mike Poursaeidi
Director of Recruiting
UltimateCare Management LLC
13191 Crossroads Parkway North, Suite 240 City of Industry, California 91746
Phone: (562) 457-3150
Email:
mike@ultimatecaremanagement.com



ULTIMATECARE MANAGEMENT LLC

TEMPORARY EMPLOYEE ORIENTATION PACKAGE

Welcome

Welcome to Ultimatecare Management LLC.

We are committed to providing qualified, professional personnel to our clients while maintaining the highest standards of safety, ethics, compliance, and customer service. This Orientation Package has been developed to familiarize employees with company policies, workplace expectations, and important employment information.

All employees are expected to review this package carefully and comply with all policies contained herein.

SECTION 1

Company Overview

Ultimatecare Management LLC provides temporary, contract, project-based, and workforce solutions to public agencies, healthcare organizations, educational institutions, and private-sector clients.

Our mission is to connect qualified professionals with rewarding assignments while maintaining exceptional service, compliance, and workforce support.

SECTION 2

Employment Relationship



Temporary employees assigned through Ultimatecare Management LLC are employees of Ultimatecare Management LLC and not employees of the client organization.

Ultimatecare Management LLC is responsible for:

- Payroll administration
- Workers' compensation administration
- Human resources support
- Employment records
- Assignment management

Client organizations provide day-to-day supervision of work activities while employees are on assignment.

SECTION 3

Equal Employment Opportunity

Ultimatecare Management LLC is an Equal Opportunity Employer.

Employment decisions are made without regard to:

- Race
- Color
- Religion
- National origin
- Ancestry
- Age
- Disability



- Medical condition
- Sex
- Gender identity
- Gender expression
- Sexual orientation
- Marital status
- Veteran status
- Military status
- Any protected classification under applicable law

Discrimination of any kind is prohibited.

SECTION 4

Harassment-Free Workplace

Ultimatecare Management LLC prohibits:

- Sexual harassment
- Verbal harassment
- Physical harassment
- Visual harassment
- Bullying
- Retaliation

Examples include:



- Offensive comments
- Unwanted advances
- Threatening behavior
- Display of offensive materials

Employees experiencing harassment should immediately report concerns to:

Human Resources

Ultimatecare Management LLC

Reports will be investigated promptly and confidentially to the extent possible.

SECTION 5

Americans with Disabilities Act (ADA)

Ultimatecare Management LLC complies with the Americans with Disabilities Act. Accommodations may be provided to qualified employees with disabilities. Employees requiring accommodation should notify Human Resources.

SECTION 6

Drug-Free and Alcohol-Free Workplace

Employees are prohibited from:

- Reporting to work under the influence of drugs or alcohol
- Possessing illegal drugs in the workplace
- Using illegal substances during work hours



Employees must immediately report any prescription medication that may impair their ability to safely perform assigned duties.

Certain assignments may require drug screening.

SECTION 7

Tobacco-Free Workplace

Smoking and vaping are prohibited:

- Inside client facilities
- Inside company vehicles
- In designated non-smoking areas

Employees must comply with all client-specific smoking policies.

SECTION 8

Workplace Safety

Safety is everyone's responsibility.

Employees must:

- Follow safety procedures
- Use required PPE
- Report unsafe conditions
- Report injuries immediately
- Participate in safety training

Employees may not operate equipment unless properly trained and authorized.

SECTION 9

Workplace Violence Prevention

Threats, intimidation, violence, or disruptive conduct will not be tolerated.

Employees should immediately report:

- Threats
- Violent behavior
- Suspicious activity
- Security concerns

Emergency situations should be reported to 911 first.

SECTION 10

Confidentiality

Employees may have access to confidential information.

Confidential information includes:

- Personnel information
- Medical information
- Client records
- Financial information
- Protected health information

Confidential information may not be disclosed without authorization.



SECTION 11

Information Technology Acceptable Use

Client computers, networks, email systems, and electronic devices are to be used only for authorized business purposes.

Employees shall not:

- Download unauthorized software
- Share passwords
- Access inappropriate websites
- Disclose confidential information electronically
- Circumvent security controls

Client systems may be monitored.

No expectation of privacy exists when using client technology resources.

SECTION 12

Attendance and Professional Conduct

Employees are expected to:

- Arrive on time
- Maintain professional appearance
- Follow client instructions
- Treat coworkers respectfully
- Notify supervisors regarding absences



Failure to report to work without notification may result in assignment termination.

SECTION 13

Injury Reporting Procedures

Employees must report any workplace injury immediately to:

1. Client Supervisor
2. Ultimatecare Management LLC Representative

Prompt reporting assists with medical treatment and workers' compensation compliance.

SECTION 14

Assignment Completion

Employees should not leave an assignment without notifying:

- Client Supervisor

and

- Ultimatecare Management LLC

At the conclusion of an assignment, employees should remain available for future opportunities whenever possible.

EMPLOYEE ACKNOWLEDGMENT

I acknowledge that I have received, reviewed, and understand the Ultimatecare Management LLC Employee Orientation Package.

I understand that compliance with company policies and client workplace requirements is a condition of my employment and assignment.



Employee Name: _____

Employee Signature: _____

Date: _____

Ultimatecare Management LLC Representative: _____

Date: _____

REFERENCES

Past Performance Contracts

Requirement	Reference 1
Contracting Activity	California Department of Corrections and Rehabilitation (CDCR) – State Correctional Institutions
Contract Title / Number	Medical Staffing Services for State Correctional Facilities
Total Contract Amount	Approximately \$18,000,000
Period of Performance	May 2016 – Present
Project/Program Manager	Deidra Saldona, Director of Staffing
Telephone	(562) 912-2096
Email	deidre@vmssolution.com
Major Subcontractors	None
Description of Services	Recruitment, credentialing, onboarding, and placement of physicians, nurses, allied health professionals, behavioral health professionals, and support staff for correctional healthcare facilities throughout California.
Resources and Approach	Dedicated recruiting team, credentialing specialists, compliance personnel, and account management staff providing continuous sourcing, screening, onboarding, and workforce support.
Ability to Provide Experienced Staff	Extensive candidate database and nationwide recruiting network enabling rapid placement of licensed healthcare professionals and support personnel in high-volume, hard-to-fill environments.
Requirement	Reference 2
Contracting Activity	Morning Star
Contract Title / Number	Temporary Medical Staffing Services
Total Contract Amount	Approximately \$10,000,000
Period of Performance	March 2020 – Present
Project/Program Manager	David Satterwhite, Manager
Telephone	(909) 522-0308
Email	dsatterwhite@morningstarads.org
Major Subcontractors	None
Description of Services	Recruitment and placement of temporary medical personnel to support ongoing healthcare operations and workforce shortages.

Resources and Approach	Full-cycle recruiting, credential verification, compliance review, onboarding, scheduling coordination, and retention support.
Ability to Provide Experienced Staff	Access to qualified healthcare professionals across multiple disciplines with the capability to meet urgent staffing requirements.
Requirement	Reference 3
Contracting Activity	Optimum Specialists
Contract Title / Number	Temporary Nurse Staffing and Locum Services
Total Contract Amount	Approximately \$10,000,000
Period of Performance	April 2020 – Present
Project/Program Manager	Kyle Wong, CEO
Telephone	(626) 241-6866
Email	staff@optimuspc.com
Major Subcontractors	None
Description of Services	Recruitment and placement of temporary nurses, locum tenens providers, and other healthcare personnel to meet client staffing demands.
Resources and Approach	Dedicated recruiting, credentialing, onboarding, compliance monitoring, and workforce management support.
Ability to Provide Experienced Staff	Robust talent pipeline and experienced recruiting personnel capable of identifying and deploying qualified candidates quickly and efficiently.
Requirement	Reference 4
Contracting Activity	Marshall Healthcare Staffing LLC
Contract Title / Number	Healthcare Staffing and Workforce Support Services
Total Contract Amount	Ongoing Staffing Partnership
Period of Performance	Ongoing
Project/Program Manager	Ryan Marshall, President
Telephone	(818) 938-1720
Email	ryan@marshallhcs.com
Major Subcontractors	None
Description of Services	Staffing support involving administrative, clerical, information technology, and healthcare-related personnel.
Resources and Approach	Responsive recruiting team, compliance oversight, candidate screening, onboarding support, and workforce management services.



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: 2029895			Reason for Modification:
Doc Description: Direct Care Staffing Services			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-08-05	2026-08-20 13:30	CRFQ 0613 VNF2700000001	1

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

VENDOR			
Vendor Customer Code: VS0000053486			
Vendor Name : Ultimatecare Mangement, LLC			
Address : 13181 Crossroads Parkway N. Suite 240			
Street :			
City : City of Industry			
State : CA	Country : US	Zip : 91746	
Principal Contact : Mike Poursaeidi			
Vendor Contact Phone: 866-212-7282		Extension:	

FOR INFORMATION CONTACT THE BUYER	
Jessica L Riley 304-558-0246 jessica.l.riley@wv.gov	

Vendor Signature X <i>Mike Poursaeidi</i>	FEIN# 862743430	DATE 8/25/2026
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All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

The West Virginia Purchasing Division, is soliciting bids on behalf of the WV Veterans Nursing Facility, to establish an open-end contract for Direct Care Staffing Services to include RN's LPN's and HSW's per the attached specifications, pricing pages and documentation.

INVOICE TO**SHIP TO**

DIVISION OF VETERANS
AFFAIRS
1 FREEDOMS WAY

CLARKSBURG
US

WV

VETERAN'S NURSING
FACILITY
1 FREEDOMS WAY

CLARKSBURG
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Direct Care Staffing Services				

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

85101601

Extended Description:

Open-end contract for Direct Care Staffing Services

SCHEDULE OF EVENTS**Line****Event****Event Date**

1	Technical Questions Deadline: 08/12/2026 at 10:00AM	2026-08-12
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INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

3. **PRE-BID MEETING:** The item identified below shall apply to this Solicitation.

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

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

*****NO MANDATORY PRE-BID MEETING WILL BE HELD FOR THIS SOLICITATION*****

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions **must be submitted on or before the date listed below and to the address listed below to be considered.** A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline: 8/12/2026 at 10:00 AM

Submit Questions to: Jessica Riley Buyer
2019 Washington Street, East Charleston, WV 25305
Fax: (304) 558-3970
Email: Jessica.L.Riley@wv.gov

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

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

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

VENDOR NAME:

BUYER:

SOLICITATION NO.: CRFQ-VNF2700000001

BID OPENING DATE: 08/20/2026

BID OPENING TIME: 1:30 pm EST

FAX NUMBER: 304-558-3970

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

Bid Delivery Address and Fax Number:

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

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery or via delivery by mail).

Bid Opening Date and Time:

Bid Opening Location:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

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

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

10. **ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand **shall** clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items **may** be grounds for rejection of a Vendor's bid.

[] This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

12. **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.

13. **UNIT PRICE:** Unit prices **shall** prevail in cases of a discrepancy in the Vendor's bid.

14. **PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors.

16. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.7.

17. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

18. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1- 5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. **WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. **EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor [wvOASIS](#) or the Purchasing Division's website to determine when a contract has been awarded.

22. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that **shall** form the basis of a contractual agreement. **Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid.** Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of 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.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

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

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

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

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☒ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

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

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute 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.

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

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

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

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

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

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

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

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

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

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.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

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.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

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

REQUEST FOR QUOTATION

CRFQ VNF27*01

DIRECT CARE STAFFING SERVICES

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bid on behalf of the West Virginia Veterans Nursing Facility (Agency) located at: 1 Freedom Way, Clarksburg, WV 26301 to establish an open-end contract to obtain (2) Two Vendors for the Direct Care Staffing Services to include RN's, LPNs, and HSW's at the WV Veterans Facility.
2. **DEFINITIONS: THE** terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 **"ADON"** means Assistant Director of Nursing.
 - 2.2 **"Agency Staff" or "Nursing Staff" or "Healthcare Professionals"** means RN's, LPN's and/or HSW's (aka, CNA's)
 - 2.3 **"Breaks"** means lunch or rest periods as defined by the Fair Labor Standards Act. All shifts worked eight (8) hours or more will include a thirty (30) minute lunch break and two (2) fifteen-minute breaks. Thus, standard twelve (12) hour shifts will consist of eleven (11) worked/billable hours, a (30) minute paid lunch break, and two paid (15) minute breaks.
 - 2.4 **"CNA"** means Certified Nursing Assistant (aka, HSW's).
 - 2.5 **"Contract Item"** means the list of items identified in Section 4 below.
 - 2.6 **"DON"** means Director of Nursing.
 - 2.7 **"Facility or Agency or WVVNF"** means the WV Veterans Nursing Facility located at 1 Freedom Way Clarksburg, WV 26301
 - 2.8 **"Healthcare Professionals" "Agency Staff" or "Nursing Staff"** means RN's, LPN's and/or HSW's (aka, CNA's)
 - 2.9 **"Holidays"** means those days the Facility recognizes as holidays and as defined in Section 4.32 below. Shift differential, when applicable, shall not be increased for holidays or important day rates.
 - 2.10 **"HSW"** means Health Services Worker. All HSW's must be CNAs.

REQUEST FOR QUOTATION

CRFQ VNF27*01

DIRECT CARE STAFFING SERVICES

- 2.11 **“Important Dates”** means those days the Facility recognized as “Important Dates” and as defined in Section 4.33 below. Shift differential, when applicable, shall not be increased for holidays or important day rates.
- 2.12 **“LPN”** means Licensed Practical Nurse.
- 2.13 **“Meal Pass”** means plating food and serving meals, snacks or drinks to residents either in the dining area or in the resident’s room.
- 2.14 **“Nursing Staff” or “Agency Staff” or “Healthcare Professionals”** means RN’s, LPN’s and/or HSW’s (aka, CNA’s)
- 2.15 **“Overtime”** means hours worked over 40 hours in a Work Week and paid at one-and-a-half (1 ½) times the regular hourly rate.
- 2.16 **“Per Diem”** means an allowance or payment made for each workday. Requests for bids will request hourly rates, not per diem rates.
- 2.17 **“Point Click Care”** means the medical records software utilized by the facility.
- 2.18 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals used to evaluate the vendor’s bid.
- 2.19 **“PRN”** is an acronym of the Latin term “pro re nata”. The term itself can be translated to mean “when necessary” or “as needed”. A PRN nurse is a nurse who is willing to work on an as-needed basis, or on-demand.
- 2.20 **“Requests for Bids”** means the solicitation from the Facility identifying the nursing staff needed and requesting pricing from the (2) Two Vendors prior to or at such time of need.
- 2.21 **“RN”** means Registered Nurse.
- 2.22 **“Shift Differential”** means the hours worked between 3:00 p.m. and 7:00 a.m. for which there shall be paid an extra \$1 per hour worked. There will be no additional shift differential for weekends, holidays, or any other times. Shift differential, when applicable, shall not be increased for holidays or other important day rates.
- 2.23 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.24 **“Staffing Agency or Vendor”** means the prospective Vendor. Contracts may only be awarded to (2) Two Vendors and only after the delegated bidding process.

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- 2.25 **“Twelve (12) Panel Drug Screen”** means a drug test for the presence of Amphetamines, Barbiturates, Benzodiazepines, Buprenorphine, Cocaine, Ecstasy/MDMA, Methamphetamines, Methadone, Opiates, Phencyclidine (PCP), and Propoxyphene, and THC.
- 2.26 **“Weekend”** means Saturday & Sunday for Dayshift, and Friday & Saturday for nightshift
- 2.27 **“Work Week”** means the seven (7) day period beginning on Saturday at 12:01 a.m. and ending the following Friday at midnight.
- 2.28 **“WV Cares”** means the West Virginia Clearance for Access: Registry and Employment Screening administrated by the WV Department of Health and Human Resources (DHHR) to conduct background checks on all prospective direct patient access employees.
- 2.29 **“Vendor or Staffing Agency”** means the prospective Vendors. Contracts may only be awarded to (2) Two Vendors, and only after the delegated bidding process.

3. VENDOR QUALIFICATIONS: VENDOR(s) must have the following minimum qualifications. Copies of licenses and/or certifications must be submitted to the Director of Nursing prior to Vendor’s staff being placed in the facility for work.

- 3.1 Vendor shall have at least twelve (12) months’ experience in operating a Direct Care Staffing organization. Proof of this experience should be furnished with each bid but must be provided prior to award.
- 3.2 Vendor shall conduct business during normal working hours and be accessible twenty-four (24) hours a day, seven (7) days a week, including Holidays and Weekends to respond to staffing issues, emergency requests and/or complaints.
- 3.3 Vendor must have knowledge of and comply with Federal and West Virginia laws, regulations, and rules for the provisions of Direct Care staff in Long-Term Care Facilities.
- 3.4 Vendor must possess all licenses, permits and certifications that are required in the performance of this contract prior to the start date of service.
- 3.5 All vendors are required to be registered with WVCARES (WV Clearance for Access: Registry & Employment Screening) through the WVDHHR (WV Department of Health and Human Resources) to complete the eligibility requirements

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for employment in Long Term Care. Each vendor must be set up to complete the eligibility process within 15 days of being awarded the contract.

3.6 Vendors must provide the following documented plans with their bid response.

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

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

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

4.1 This will be a multiple award contract. Contracts will be awarded to (2) Two Vendors. The Agency will request quotes from each Vendor as needed. The Agency shall then award the contract/purchase order to the lowest responsible bidders. The Agency shall reject any bid that fails to comply with the requirements contained in the agreement and request for bids.

4.2 Vendors must bid on (all) (3) three disciplines including RN, LPN and HSW.

4.3 Vendors shall provide Nursing Staff as requested by the Facility to be compatible with the needs of the Facility. These needs may be hourly, daily, weekly, monthly, or annual needs, and shall include weekends and holidays. ("PRN"). Assignments may also be for specified periods of time as agreed upon in writing by the Facility and the vendor. The requests for bids are further described in Section 5 below.

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

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

4.5.1 Background check through WV Cares

4.5.2 Twelve-panel drug screening

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- 4.5.3 Completed application or resume as proof of experience, with references.
 - 4.5.4 CPR Certification
 - 4.5.5 Confidentiality agreement
 - 4.5.6 WV Food Handlers Card
 - 4.5.7 Other documents as requested, such as current physical examination, immunization records, and licensure confirmation.
- 4.6 Vendors will ensure that no staff submitted for assignment under this agreement will have been investigated and substantiated by an applicable licensure body or agency or currently subject to discharge results from an investigation by the Board of Nursing.
- 4.7 Vendors shall ensure the following regarding the staff to be provided:
- 4.7.1 Has completed the required training and education.
 - 4.7.2 Possess a current valid certification and/or professional license with the State of West Virginia.
 - 4.7.3 Meet current Agency immunization requirements for purified protein derivative (PPD) and Hepatitis B Series by providing copies of the results of these immunizations.
 - 4.7.4 Complete an orientation packet or attend Facility orientation, PCC Training and Administration Training as part of orientation.
- 4.8 Vendors must provide all Nursing Staff paperwork to the Facility and receive approval from the Facility before any Nursing Staff arrives at the Facility for orientation.
- Vendors shall ensure that all staff participate in competency assessments which include age-specific and cultural competencies for residents as provided by the facility as part of orientation or training and comply with its ongoing training.
- 4.9 All Agency Staff are required to have 30 hours of Alzheimer's Training, provided by the Facility. Thereafter, employees must also complete eight (8) hours of Alzheimer's training as an annual recertification requirement.
- 4.10 Hours spent in orientation and training as required by the Facility shall be paid by the Facility at normal hourly rates, but only if the following requirements are met:
- 4.10.1 Agency Staff must work at least two (2) full shifts, or 24 hours, within 10 days following training.

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- 4.10.2 If Agency Staff does not work at least 24 hours in the 10 days following training/orientation, the vendor will **not** be paid for Agency Staff's hours
- 4.10.3 Call-offs during orientation are inexcusable except in the event of COVID or extreme emergency. Vendors must advise their staff NOT to call off during orientation.
- 4.11 Vendors must acknowledge that all Staffing Agency employees will be required to participate in food service work during mealtimes. All Staffing Agency employees must have, and keep current, WV Food Handlers Card. The cost of such will not be paid by the Facility.
- 4.12 Vendors acknowledge that for shifts that occur during the change to and from Daylight Saving Time:
- 4.12.1 With the end of standard time and the beginning of Daylight-Savings Time, Agency Staff on duty when Daylight-Saving Time goes into effect will have their shifts reduced by one hour. Agency Staff will be paid for the number of hours worked.
- 4.12.2 With the end of Daylight-Savings Time and the return to Standard Time, Agency Staff on duty when Standard Time goes into effect will work and be paid for an extra hour during their normal shift, only if that extra hour is actually worked. Staff may be entitled to overtime based on total hours worked for the week.
- 4.13 Vendors shall ensure that in the event of a Pandemic, that contract staff do not work in multiple healthcare facilities during the same time period. Any individual not following this rule may be told not to return to the Facility.
- 4.14 Vendors employee conduct: In an effort to curb issues of non-compliance, Staffing Agency must advise their employees upon hire, and repeatedly as deemed necessary, of all policies and procedures of the Facility, including but not limited to the following:
- 4.14.1 No Call No Shows: Any individual not showing up to work a scheduled shift and/or not calling in at least 2 hours in advance may be told not to return to the Facility.

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- 4.14.2 Doctor's Excuse Required: Any individual calling off more than 3 times per aggregate 12-month period will require a written doctor's excuse for any absence after the third call-off. Any individual failing to comply may be asked not to return to the Facility.
- 4.14.3 Socializing/Dating: Staffing Agency employees who are dating another employee, whether from another Staffing Agency or otherwise, must refrain from excessive socializing during working hours. They must be reminded they are here to work. All employees must complete their assigned duties and are not here to socialize. Any employee failing to comply may be asked not to return to the Facility.
- 4.14.4 All Staffing Agency's employees must attend mandatory meetings and in-services. If staff miss two (2) or more meetings per aggregate 12-month period, they may be told not to return to the Facility.
- 4.14.5 Should Staffing Agency's employee(s) call off on or be unable to work a scheduled working weekend day or days, Staffing Agency's employee(s) will be scheduled to work an extra weekend day or days on the next schedule.
- 4.14.6 Should Staffing Agency's employee(s) call off or be unable to work a scheduled working holiday, Staffing Agency's employee(s) will be scheduled to work on the next available holiday.
- 4.15 If the Facility requests an LPN but the Staffing Agency provides an RN to cover the request, the Facility shall only be responsible for payment of the established LPN rate unless otherwise agreed in writing. The same applies should an LPN or RN cover for an HSW.
 - 4.15.1 Substitution of an LPN for an RN will not be allowed.
 - 4.15.2 Substitution of a HSW for an LPN will not be allowed.
 - 4.15.3 Facility may at times request an RN to cover an LPN or HSW shift and will pay the RN rate for such requests when agreed in writing.
 - 4.15.4 Facility may at times request an LPN to cover a HSW shift and will pay the LPN rate for such request when agreed in writing.
- 4.16 Vendor will agree to provide required number of staff needed for a shift and/or assignment at least two (2) hours prior to the start of the shift or assignment period.

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- 4.17 If an Agency Staff member calls off, that staffing agency must make every possible effort to fill the shift with another Agency Staff member.
- 4.18 All Agency Staff must adhere to the policies and procedures of our facility, including attendance, tardiness, and mandating. Facility will discipline staff per our policy and procedures. All disciplinary actions given by the facility will be sent to the staffing agency.
- 4.19 Agency Staff will be given work assignments based on the Facility's needs. Agency Staff may not change their work assignments unless approved by the DON, ADON or RN Supervisor.
- 4.20 Vendor must provide a list of all Nursing Staff actively employed at the Facility at all times. List will include updated names and phone numbers.
- 4.21 Vendor must provide an updated personnel file for each Agency Staff member at least annually or upon request by the Facility.
- 4.22 Agency Staff timesheets must be sent to the Vendor each week by 10:00am on Wednesday. Timesheet dates will be totaled from Saturday to Friday. All missing punches must be turned in to the WV Veterans Nursing Facility by 4:00 p.m. Monday for the previous week. If a missing punch is late, it will not be sent to the Vendor until the following pay week.
- 4.23 All Agency Staff must follow the policy and procedures for punching in and out when leaving the building. This policy will be discussed during orientation.
- 4.24 Agency Staff calling off must phone the facility and must speak to the RN Supervisor and call their staffing agency at least two (2) hours prior to their scheduled shift. Voicemails are not acceptable.
- 4.25 Employees are to follow the chain of command set forth at our facility. Any issues must be addressed first to the LPN, then RN supervisor, then RN unit manager, then ADON and DON.
- 4.26 WVVNF Facility Staff will do the scheduling for the Agency's vendor staff.
- 4.27 Agency Staff will work two (2) full weekend shifts, one (1) Friday day shift, and one (1) Sunday night shift per month with a Staffing Agency rotation schedule. Weekend shifts include Day Shifts Saturday and Sunday and Night Shifts Friday, and Saturday.

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- 4.28 All vendor staff must work at a minimum one (3) days every thirty (30) days to remain eligible for PRN status with the facility.
- 4.29 WVVNF does not honor any restrictions on lifting or hours for contracted staff. If nursing staff have lifting or hour restrictions, Vendor may not schedule them to work.
- 4.30 Holidays paid include New Year's Day, Memorial Day, Independence Day, Veterans day, Thanksgiving Day and Christmas Day at (1 ½) times the hourly rate for an (8) hour shift.
- 4.31 Christmas eve and New Years Eve at (1 ½) times the hourly rate for a (4) hour shift.
- 4.31.1 Vendor employees cannot call off the day before or the day after Holiday paid time. Vendor employees calling off the day before or the day after a paid Holiday may be required to forfeit their Holiday Pay.
- 4.31.2 The pay rate for hours worked on a paid Holiday will be twice the regular rate (double time) for up to 8 hours worked on the paid holiday, beginning at 12:01 A.M. on the paid holiday.
- 4.31.2.1 For clarification and example, staff working from 7 a.m. to 7 p.m. on a Holiday with a regular rate of \$25 per hour will be paid 8 hours at \$50 per hour plus 4 hours at \$25 per hour.
- 4.31.3 Agency Staff will be provided a Holiday rotation schedule provided by the Facility at the time of hire.
- 4.32 Other important dates will include Easter Sunday, Mother's Day, Father's Day, Christmas Eve, New Year's Eve, Halloween, Labor Day, and Black Friday.
- 4.32.1 Vendor employees cannot call off the day before or the day after Important Date paid time. Vendor employees calling off the day before or the day after a paid Important Date may be required to forfeit their Important Date Pay.
- 4.32.2 The pay rate for hours worked on a paid Important Date will be one and a half times the regular rate (1 ½ times) for up to 8 hours worked on the other important date, beginning at 12:01 A.M. on the other important date.

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- 4.32.2.1 For clarification and example, staff working from 7 a.m. to 7 p.m. on Other Important Date with a regular rate of \$25 per hour will be paid 8 hours at \$37.50 per hour plus 4 hours at \$25 per hour.
- 4.32.3 Agency Staff must be provided on Other Important Dates with a rotation schedule to be provided by the Vendor at least one month prior to the date.
- 4.33 The Facility will not allow any previous employee who was dismissed for disciplinary or performance reasons by a state facility or office to return and work through any Staffing Agency.
- 4.34 The Facility agrees to pay overtime for hours worked over forty (40) hours per work week at one-and-a-half (1 ½) times the regular rate.
- 4.35 The Facility may cancel any shift and will notify the Vendor of such cancellation no less than two (2) hours prior to the scheduled start of the shift.
- 4.36 **Registered Nurses:**
 - 4.36.1 RN's must hold a valid WV Registered Nurse License.
 - 4.36.2 RN's must be licensed and is good standing with the West Virginia Board of Nurses.
 - 4.36.3 RN's must have a current Cardiopulmonary Resuscitation (CPR) Card.
 - 4.36.4 RN's must possess a current and valid Food Handlers Card. All vendor staff will be required to assist with meal pass.
 - 4.36.5 RN's could oversee the work of other RN's, LPN's and/or HSW's, as assigned.
 - 4.36.6 RN's must participate in Interdisciplinary Care Plan Team Meetings to develop Individualized Care/Treatment Plans, direct consultations, receive and give recommendations to and from other disciplines to maximize care of residents.
 - 4.36.7 RN's must administer medications as prescribed by treating Physician(s).
 - 4.36.8 RN's must ensure timely documentation into resident's electronic medical records, per the policies and procedures and common practice of the

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facility, this will be discussed in extended detail during the facility orientation.

- 4.36.9 RN's must oversee all medical related emergencies.
- 4.36.10 RN's will provide for the emotional and physical comfort and safety of the residents.
- 4.36.11 RN's must respond to inquiries of family members, advocates and other interested parties, ensuring adherence to the State and Federal Confidentiality Laws, and the HIPPA Regulations.
- 4.36.12 RN's must adhere to the mandatory overtime policy and guidelines set by the facility.
- 4.36.13 New graduates will have an extended orientation with an RN Supervisor

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4.37 Licensed Practical Nurses:

- 4.37.1 LPN's must be licensed and in good standing with the West Virginia Board of Nurses.
- 4.37.2 LPN's must hold a valid WV Licensed Practical Nurse License.
- 4.37.3 LPN's must have a current Cardiopulmonary Resuscitation (CPR) Card.
- 4.37.4 LPN's must possess a current and valid Food Handlers Card. All vendor staff will be required to assist with meal pass.
- 4.37.5 LPN's must assist professional nursing and medical staff in providing direct nursing care to patients, including medical treatments, administering medications, giving injections, and assisting in care planning and recording.
- 4.37.6 LPN's must take and record temperatures, blood pressure, pulse and respirations; collect specimens for testing; administer medication according to the Physician Order.
- 4.37.7 LPN's must ensure timely documentation into patient's electronic medical records, per the policies, procedures and common practices of the facility that will be discussed in extended detail during the facility orientation.
- 4.37.8 LPN's must screen residents and record medical information; assist physician and registered nurse in examinations and treatments; set up and clean examination area; give injections and immunizations; instruct residents in the use of medications and possible side effects.
- 4.37.9 LPN's will provide for the emotional and physical comfort and safety of the residents.
- 4.37.10 LPN's must assist patients (residents) with activities of daily living such as grooming and personal hygiene.
- 4.37.11 LPN's must respond to inquiries of family members, advocates and other interested parties, ensuring adherence to the State and Federal Confidentiality Laws and the HIPPA regulations.
- 4.37.12 LPN's must adhere to the mandatory overtime policy and guidelines set by the facility.

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4.37.13 New graduates will have an extended orientation with an LPN Supervisor.

4.38 Health Service Workers:

4.38.1 Health Service Workers must be Certified Nursing Assistants, certified and in good standing with the West Virginia Nurse Aide Registry.

4.38.2 HSW's must hold a valid Certification as a WV Certified Nurse Assistant (CNA).

4.38.3 HSW's must have a current Cardiopulmonary Resuscitation (CPR) Card.

4.38.4 HSW's must possess a current and valid Food Handlers Card. All vendor staff will be required to assist with meal pass.

4.38.5 HSW's will be responsible for direct care services to residents in a Nursing Home Long Term Care Setting.

4.38.6 HSW's must provide support and assistance with daily activities as directed by supervisor.

4.38.7 HSW's must adhere to the mandatory overtime policy and guidelines set by the facility.

4.38.8 HSW's must have a high school diploma or GED.

4.38.9 New graduates will have an extended orientation with an HSW Supervisor.

5. AWARD AND REQUESTS FOR BIDS:

5.1 **Requests for Bids:** All Vendors will be sent requests for bids when services are needed. The request for bids will contain the following:

5.1.1 Whether PRN or Term contract

5.1.2 Description of needs (RN, LPN and/or HSW)

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- 5.1.3 Quantity of services to include estimated number of hours for a specific date range
- 5.1.4 Pricing Page to be completed by the vendor
- 5.1.5 The deadline (opening date and time) by which the vendors must submit bids
- 5.1.6 The location to which bids must be submitted
- 5.2 **Evaluation of Bids:** The Facility shall evaluate the bids received to ensure they comply with the requirements contained in the requests for bids.
- 5.3 **Award of Bids:** The Facility shall award an Open-End contract/purchase order to the responsible bidders with the lowest overall total cost. This will be a progressive award contract with (2) Two vendors that respond to the bid request. Awards will be prioritized by lowest overall total cost. For example, if Vendor A (lowest bid) cannot meet the needs, the facility shall move to the next lowest bid (Vendor B) and so on.
- 6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance in writing as outlined in the Request for Bid. Vendor shall perform in accordance with the Vendor Agreement, Request for Bid, General Terms & Conditions and any contracts or purchase orders that may be issued by the Facility.
- 7. **PAYMENT:** The vendor shall submit weekly invoices, in arrears, on a weekly basis, to the Business Office at the West Virginia Veterans Nursing Facility for all services provided. Vendor shall submit one invoice per week for each level of nursing staff, along with a copy of the Agency staff member's signed timesheet as backup documentation. All timesheets must be signed and approved by Facility's designee prior to being invoiced. No release is permitted to exceed one million dollars (\$1,000,000.00).
- 8. **TRAVEL:** It is mandatory that a vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this contract. Any anticipated mileage or travel costs may be included in the Hourly Rate listed on Vendor's bid in response to a Request for Bid, but such costs will not be paid by the agency separately.
- 9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

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- 9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 9.2.** Vendor will be responsible for controlling cards and keys and will pay a replacement fee of \$25 for each access card and/or key that is lost, stolen or not returned to the Facility.
- 9.3.** Vendor shall notify Facility immediately of any lost, stolen, or missing card or key.
- 9.4.** Anyone performing under this Contract will be subject to Facility's security protocol and procedures.
- 9.5.** Vendor shall inform all staff of Facility's security protocol and procedures.

10. VENDOR DEFAULT:

- 10.1.** The following shall be considered a vendor default under this Contract.
 - 10.1.1** Failure to perform Contract Services in accordance with the requirements contained herein.
 - 10.1.2** Failure to comply with other specifications and requirements contained herein.
 - 10.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 10.1.4** Failure to remedy deficient performance upon request.
 - 10.1.5** The following remedies shall be available to Agency upon default.
 - 10.1.5.1** Immediate cancellation of the Contract.
 - 10.1.5.2** Immediate cancellation of one or more release orders issued under this Contract.
 - 10.1.5.3** Any other remedies available in law or equity.

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11. MISCELLANEOUS:

- 11.1. Manager:** Vendors must designate and maintain a primary manager responsible for overseeing Vendor's responsibilities under the Agreement. The manager must be available during normal business hours to address any customer service or other issues related to the agreement. Vendor shall supply its Manager contact information upon request.
- 11.2. Emergency Contact:** Vendors must designate and maintain an emergency contact responsible for any staffing issues that may arise outside of normal business hours. The emergency contact number must be answered or responded to within 2 hours on any given day or time, including weekends or holidays. Vendors shall supply its emergency contact information upon request.

Contract Manager: Mike Poursaeidi

Office Manager: Mehdi Kiamehr

Cell Number: 866-212-7282

Fax Number: 866-661-5933

Email Address: contracts@ultimatemgt.com

Exhibit A - Pricing Page
Direct Care Staffing Services

Registered Nurse (RN)

for the time period of:
September 14, 2026 through September 13, 2027

Item No.	Description Of Services	Estimated Hours*	Hourly Rate	Subtotal
1	Weekday Regular Rate	1,950	62.90	\$ 122,655.00 -
2	Weekend Regular Rate	750	65.97	\$ 49,477.50 -
			Grand Total	\$ 172,132.50 -

*Estimated number of hours is not guaranteed. There may be multiple awards and estimated hours may be dispersed amongst multiple vendors. See the Specifications for additional information.

- Actual number of hours needed will be sent separately, to lowest bidder first, then next lowest, etc.
- Vendor must complete, sign and return this Pricing Page.
- Pertinent Pricing information:
 - Shift Differential - see Section 2.22 (extra \$1 per hour worked between 3:00 p.m. and 7:00 a.m)
 - Weekend - see Section 2.26 (hours between Saturday at 12:01 a.m. and Sunday at midnight)
 - Work Week - see Section 2.27 (the 7 day period beginning Saturday at 12:01 a.m. and ending the following Friday at midnight)
 - Vendor Accessibility - see Section 3.2 (Vendor shall be accessible 24/7, including weekends and holidays)
 - Multiple Awards - see Section 4.1
 - Staff qualifications - see Section 4 (entire section)
 - Unpaid staff training - see Section 4.10.2 (if staff does not work after training, the time in training will not be paid)
 - Holiday Pay - see Section 4.30 (will be 2 times the regular rate for up to 8 hours)
 - Other Important Dates - see Section 4.32 (will be 1.5 times the regular rate for up to 8 hours)
 - Overtime - see Section 4.34 (paid at 1.5 times the regular rate only after 40 hours worked in a work week)

Vendor Information			
Vendor:	Ultimatecare Management, LLC	*Printed Name	Mike Poursaeidi
Address:	13181 Crossroads Parkway N. S240	Title	Dir of Recruitment
	City of Industry, CA 91746	*Signature	<i>Mike Poursaeidi</i>
Office Phone:	866-12-7282	*I hereby certify I am authorized by the Vendor to sign this document.	
Cell Phone	866-212-7282		
Fax	866-661-5933		
		Email:	contracts@ultimatemgt.com

Exhibit A - Pricing Page
Direct Care Staffing Services
Licensed Practical Nurse (LPN)

for the time period of:
September 14, 2026 through September 13, 2027

Item No.	Description Of Services	Estimated Hours*	Hourly Rate	Subtotal
1	Weekday Regular Rate	5,500	50.13	\$ 275,715.00 -
2	Weekend Regular Rate	2,250	38.52	\$ 86,670.00 -
			Grand Total	\$ 362,385 -

*Estimated number of hours is not guaranteed. There may be multiple awards and estimated hours may be dispersed amongst multiple vendors. See the Specifications for additional information.

- Actual number of hours needed will be sent separately, to lowest bidder first, then next lowest, etc.
- Vendor must complete, sign and return this Pricing Page.
- Pertinent Pricing information:
 - Shift Differential - see Section 2.22 (extra \$1 per hour worked between 3:00 p.m. and 7:00 a.m)
 - Weekend - see Section 2.26 (hours between Saturday at 12:01 a.m. and Sunday at midnight)
 - Work Week - see Section 2.27 (the 7 day period beginning Saturday at 12:01 a.m. and ending the following Friday at midnight)
 - Vendor Accessibility - see Section 3.2 (Vendor shall be accessible 24/7, including weekends and holidays)
 - Multiple Awards - see Section 4.1
 - Staff qualifications - see Section 4 (entire section)
 - Unpaid staff training - see Section 4.10.2 (if staff does not work after training, the time in training will not be paid)
 - Holiday Pay - see Section 4.30 (will be 2 times the regular rate for up to 8 hours)
 - Other Important Dates - see Section 4.32 (will be 1.5 times the regular rate for up to 8 hours)
 - Overtime - see Section 4.34 (paid at 1.5 times the regular rate only after 40 hours worked in a work week)

Vendor Information			
Vendor:	Ultimatecare Management, LLC	*Printed Name	Mike Poursaeidi
Address:	13181 Crossroads Parkway N. S240	Title	Dir of Recruitment
	City of Industry, CA 91746	*Signature	<i>Mike Poursaeidi</i>
Office Phone:	866-12-7282	*I hereby certify I am authorized by the Vendor to sign this document.	
Cell Phone	866-12-7282		
Fax	866-661-5933		
		Email:	contracts@ultimatemgt.com

Exhibit A - Pricing Page
Direct Care Staffing Services
Health Service Worker (HSW)

for the time period of:
September 14, 2026 through September 13, 2027

Item No.	Description Of Services	Estimated Hours*	Hourly Rate	Subtotal
1	Weekday Regular Rate	6,250	31.90	\$ 199,375.00 -
2	Weekend Regular Rate	2,500	35.26	\$ 88,150.00 -
			Grand Total	\$ 287,525.00 -

*Estimated number of hours is not guaranteed. There may be multiple awards and estimated hours may be dispersed amongst multiple vendors. See the Specifications for additional information.

- Actual number of hours needed will be sent separately, to lowest bidder first, then next lowest, etc.
- Vendor must complete, sign and return this Pricing Page.
- Pertinent Pricing information:
 - Shift Differential - see Section 2.22 (extra \$1 per hour worked between 3:00 p.m. and 7:00 a.m)
 - Weekend - see Section 2.26 (hours between Saturday at 12:01 a.m. and Sunday at midnight)
 - Work Week - see Section 2.27 (the 7 day period beginning Saturday at 12:01 a.m. and ending the following Friday at midnight)
 - Vendor Accessibility - see Section 3.2 (Vendor shall be accessible 24/7, including weekends and holidays)
 - Multiple Awards - see Section 4.1
 - Staff qualifications - see Section 4 (entire section)
 - Unpaid staff training - see Section 4.10.2 (if staff does not work after training, the time in training will not be paid)
 - Holiday Pay - see Section 4.30 (will be 2 times the regular rate for up to 8 hours)
 - Other Important Dates - see Section 4.32 (will be 1.5 times the regular rate for up to 8 hours)
 - Overtime - see Section 4.34 (paid at 1.5 times the regular rate only after 40 hours worked in a work week)

Vendor Information			
Vendor:	Ultimatecare Management, LLC	*Printed Name	Mike Poursaeidi
Address:	13181 Crossroads Parkway N. S240	Title	Dir of Recruitment
	City of Industry, CA 91746	*Signature	<i>Mike Poursaeidi</i>
Office Phone:	866-12-7282	*I hereby certify I am authorized by the Vendor to sign this document.	
Cell Phone	866-12-7282		
Fax	866-661-5933		
		Email:	contracts@ultimatemgt.com



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: 2029895			Reason for Modification:
Doc Description: Direct Care Staffing Services			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-08-05	2026-08-20 13:30	CRFQ 0613 VNF2700000001	1

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

VENDOR			
Vendor Customer Code: VS0000053486			
Vendor Name : Ultimatecare Mangement, LLC			
Address : 13181 Crossroads Parkway N. Suite 240			
Street :			
City : City of Industry			
State : CA	Country : US	Zip : 91746	
Principal Contact : Mike Poursaeidi			
Vendor Contact Phone: 866-212-7282		Extension:	

FOR INFORMATION CONTACT THE BUYER
Jessica L Riley 304-558-0246 jessica.l.riley@wv.gov

Vendor Signature X <i>Mike Poursaeidi</i>	FEIN# 862743430	DATE 8/25/2026
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All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

The West Virginia Purchasing Division, is soliciting bids on behalf of the WV Veterans Nursing Facility, to establish an open-end contract for Direct Care Staffing Services to include RN's LPN's and HSW's per the attached specifications, pricing pages and documentation.

INVOICE TO**SHIP TO**

DIVISION OF VETERANS
AFFAIRS
1 FREEDOMS WAY

CLARKSBURG
US

WV

VETERAN'S NURSING
FACILITY
1 FREEDOMS WAY

CLARKSBURG
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Direct Care Staffing Services				

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

85101601

Extended Description:

Open-end contract for Direct Care Staffing Services

SCHEDULE OF EVENTS**Line****Event****Event Date**

1	Technical Questions Deadline: 08/12/2026 at 10:00AM	2026-08-12
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INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

3. **PRE-BID MEETING:** The item identified below shall apply to this Solicitation.

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

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

*****NO MANDATORY PRE-BID MEETING WILL BE HELD FOR THIS SOLICITATION*****

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions **must be submitted on or before the date listed below and to the address listed below to be considered.** A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline: 8/12/2026 at 10:00 AM

Submit Questions to: Jessica Riley Buyer
2019 Washington Street, East Charleston, WV 25305
Fax: (304) 558-3970
Email: Jessica.L.Riley@wv.gov

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

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

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

VENDOR NAME:

BUYER:

SOLICITATION NO.: CRFQ-VNF2700000001

BID OPENING DATE: 08/20/2026

BID OPENING TIME: 1:30 pm EST

FAX NUMBER: 304-558-3970

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

Bid Delivery Address and Fax Number:

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

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery or via delivery by mail).

Bid Opening Date and Time:

Bid Opening Location:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

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

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

10. **ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand **shall** clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items **may** be grounds for rejection of a Vendor's bid.

[] This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

12. **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.

13. **UNIT PRICE:** Unit prices **shall** prevail in cases of a discrepancy in the Vendor's bid.

14. **PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors.

16. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.7.

17. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

18. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1- 5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. **WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. **EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor [wvOASIS](#) or the Purchasing Division's website to determine when a contract has been awarded.

22. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that **shall** form the basis of a contractual agreement. **Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid.** Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of 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.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

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

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

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

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☒ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

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

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

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

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

As described in the specifications
☐

☐

☐

☐

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

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

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

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

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

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

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐

☐

☐

☐

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

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

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

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.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open 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.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

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

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DIRECT CARE STAFFING SERVICES

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bid on behalf of the West Virginia Veterans Nursing Facility (Agency) located at: 1 Freedom Way, Clarksburg, WV 26301 to establish an open-end contract to obtain (2) Two Vendors for the Direct Care Staffing Services to include RN's, LPNs, and HSW's at the WV Veterans Facility.
2. **DEFINITIONS: THE** terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 **"ADON"** means Assistant Director of Nursing.
 - 2.2 **"Agency Staff" or "Nursing Staff" or "Healthcare Professionals"** means RN's, LPN's and/or HSW's (aka, CNA's)
 - 2.3 **"Breaks"** means lunch or rest periods as defined by the Fair Labor Standards Act. All shifts worked eight (8) hours or more will include a thirty (30) minute lunch break and two (2) fifteen-minute breaks. Thus, standard twelve (12) hour shifts will consist of eleven (11) worked/billable hours, a (30) minute paid lunch break, and two paid (15) minute breaks.
 - 2.4 **"CNA"** means Certified Nursing Assistant (aka, HSW's).
 - 2.5 **"Contract Item"** means the list of items identified in Section 4 below.
 - 2.6 **"DON"** means Director of Nursing.
 - 2.7 **"Facility or Agency or WVVNF"** means the WV Veterans Nursing Facility located at 1 Freedom Way Clarksburg, WV 26301
 - 2.8 **"Healthcare Professionals" "Agency Staff" or "Nursing Staff"** means RN's, LPN's and/or HSW's (aka, CNA's)
 - 2.9 **"Holidays"** means those days the Facility recognizes as holidays and as defined in Section 4.32 below. Shift differential, when applicable, shall not be increased for holidays or important day rates.
 - 2.10 **"HSW"** means Health Services Worker. All HSW's must be CNAs.

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- 2.11 **“Important Dates”** means those days the Facility recognized as “Important Dates” and as defined in Section 4.33 below. Shift differential, when applicable, shall not be increased for holidays or important day rates.
- 2.12 **“LPN”** means Licensed Practical Nurse.
- 2.13 **“Meal Pass”** means plating food and serving meals, snacks or drinks to residents either in the dining area or in the resident’s room.
- 2.14 **“Nursing Staff” or “Agency Staff” or “Healthcare Professionals”** means RN’s, LPN’s and/or HSW’s (aka, CNA’s)
- 2.15 **“Overtime”** means hours worked over 40 hours in a Work Week and paid at one-and-a-half (1 ½) times the regular hourly rate.
- 2.16 **“Per Diem”** means an allowance or payment made for each workday. Requests for bids will request hourly rates, not per diem rates.
- 2.17 **“Point Click Care”** means the medical records software utilized by the facility.
- 2.18 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals used to evaluate the vendor’s bid.
- 2.19 **“PRN”** is an acronym of the Latin term “pro re nata”. The term itself can be translated to mean “when necessary” or “as needed”. A PRN nurse is a nurse who is willing to work on an as-needed basis, or on-demand.
- 2.20 **“Requests for Bids”** means the solicitation from the Facility identifying the nursing staff needed and requesting pricing from the (2) Two Vendors prior to or at such time of need.
- 2.21 **“RN”** means Registered Nurse.
- 2.22 **“Shift Differential”** means the hours worked between 3:00 p.m. and 7:00 a.m. for which there shall be paid an extra \$1 per hour worked. There will be no additional shift differential for weekends, holidays, or any other times. Shift differential, when applicable, shall not be increased for holidays or other important day rates.
- 2.23 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.24 **“Staffing Agency or Vendor”** means the prospective Vendor. Contracts may only be awarded to (2) Two Vendors and only after the delegated bidding process.

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- 2.25 **“Twelve (12) Panel Drug Screen”** means a drug test for the presence of Amphetamines, Barbiturates, Benzodiazepines, Buprenorphine, Cocaine, Ecstasy/MDMA, Methamphetamines, Methadone, Opiates, Phencyclidine (PCP), and Propoxyphene, and THC.
- 2.26 **“Weekend”** means Saturday & Sunday for Dayshift, and Friday & Saturday for nightshift
- 2.27 **“Work Week”** means the seven (7) day period beginning on Saturday at 12:01 a.m. and ending the following Friday at midnight.
- 2.28 **“WV Cares”** means the West Virginia Clearance for Access: Registry and Employment Screening administrated by the WV Department of Health and Human Resources (DHHR) to conduct background checks on all prospective direct patient access employees.
- 2.29 **“Vendor or Staffing Agency”** means the prospective Vendors. Contracts may only be awarded to (2) Two Vendors, and only after the delegated bidding process.

3. VENDOR QUALIFICATIONS: VENDOR(s) must have the following minimum qualifications. Copies of licenses and/or certifications must be submitted to the Director of Nursing prior to Vendor’s staff being placed in the facility for work.

- 3.1 Vendor shall have at least twelve (12) months’ experience in operating a Direct Care Staffing organization. Proof of this experience should be furnished with each bid but must be provided prior to award.
- 3.2 Vendor shall conduct business during normal working hours and be accessible twenty-four (24) hours a day, seven (7) days a week, including Holidays and Weekends to respond to staffing issues, emergency requests and/or complaints.
- 3.3 Vendor must have knowledge of and comply with Federal and West Virginia laws, regulations, and rules for the provisions of Direct Care staff in Long-Term Care Facilities.
- 3.4 Vendor must possess all licenses, permits and certifications that are required in the performance of this contract prior to the start date of service.
- 3.5 All vendors are required to be registered with WVCARES (WV Clearance for Access: Registry & Employment Screening) through the WVDHHR (WV Department of Health and Human Resources to complete the eligibility requirements

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for employment in Long Term Care. Each vendor must be set up to complete the eligibility process within 15 days of being awarded the contract.

3.6 Vendors must provide the following documented plans with their bid response.

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

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

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

4.1 This will be a multiple award contract. Contracts will be awarded to (2) Two Vendors. The Agency will request quotes from each Vendor as needed. The Agency shall then award the contract/purchase order to the lowest responsible bidders. The Agency shall reject any bid that fails to comply with the requirements contained in the agreement and request for bids.

4.2 Vendors must bid on (all) (3) three disciplines including RN, LPN and HSW.

4.3 Vendors shall provide Nursing Staff as requested by the Facility to be compatible with the needs of the Facility. These needs may be hourly, daily, weekly, monthly, or annual needs, and shall include weekends and holidays. ("PRN"). Assignments may also be for specified periods of time as agreed upon in writing by the Facility and the vendor. The requests for bids are further described in Section 5 below.

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

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

4.5.1 Background check through WV Cares

4.5.2 Twelve-panel drug screening

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- 4.5.3 Completed application or resume as proof of experience, with references.
 - 4.5.4 CPR Certification
 - 4.5.5 Confidentiality agreement
 - 4.5.6 WV Food Handlers Card
 - 4.5.7 Other documents as requested, such as current physical examination, immunization records, and licensure confirmation.
- 4.6 Vendors will ensure that no staff submitted for assignment under this agreement will have been investigated and substantiated by an applicable licensure body or agency or currently subject to discharge results from an investigation by the Board of Nursing.
- 4.7 Vendors shall ensure the following regarding the staff to be provided:
- 4.7.1 Has completed the required training and education.
 - 4.7.2 Possess a current valid certification and/or professional license with the State of West Virginia.
 - 4.7.3 Meet current Agency immunization requirements for purified protein derivative (PPD) and Hepatitis B Series by providing copies of the results of these immunizations.
 - 4.7.4 Complete an orientation packet or attend Facility orientation, PCC Training and Administration Training as part of orientation.
- 4.8 Vendors must provide all Nursing Staff paperwork to the Facility and receive approval from the Facility before any Nursing Staff arrives at the Facility for orientation.
- Vendors shall ensure that all staff participate in competency assessments which include age-specific and cultural competencies for residents as provided by the facility as part of orientation or training and comply with its ongoing training.
- 4.9 All Agency Staff are required to have 30 hours of Alzheimer's Training, provided by the Facility. Thereafter, employees must also complete eight (8) hours of Alzheimer's training as an annual recertification requirement.
- 4.10 Hours spent in orientation and training as required by the Facility shall be paid by the Facility at normal hourly rates, but only if the following requirements are met:
- 4.10.1 Agency Staff must work at least two (2) full shifts, or 24 hours, within 10 days following training.

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- 4.10.2 If Agency Staff does not work at least 24 hours in the 10 days following training/orientation, the vendor will **not** be paid for Agency Staff's hours
- 4.10.3 Call-offs during orientation are inexcusable except in the event of COVID or extreme emergency. Vendors must advise their staff NOT to call off during orientation.
- 4.11 Vendors must acknowledge that all Staffing Agency employees will be required to participate in food service work during mealtimes. All Staffing Agency employees must have, and keep current, WV Food Handlers Card. The cost of such will not be paid by the Facility.
- 4.12 Vendors acknowledge that for shifts that occur during the change to and from Daylight Saving Time:
 - 4.12.1 With the end of standard time and the beginning of Daylight-Savings Time, Agency Staff on duty when Daylight-Saving Time goes into effect will have their shifts reduced by one hour. Agency Staff will be paid for the number of hours worked.
 - 4.12.2 With the end of Daylight-Savings Time and the return to Standard Time, Agency Staff on duty when Standard Time goes into effect will work and be paid for an extra hour during their normal shift, only if that extra hour is actually worked. Staff may be entitled to overtime based on total hours worked for the week.
- 4.13 Vendors shall ensure that in the event of a Pandemic, that contract staff do not work in multiple healthcare facilities during the same time period. Any individual not following this rule may be told not to return to the Facility.
- 4.14 Vendors employee conduct: In an effort to curb issues of non-compliance, Staffing Agency must advise their employees upon hire, and repeatedly as deemed necessary, of all policies and procedures of the Facility, including but not limited to the following:
 - 4.14.1 No Call No Shows: Any individual not showing up to work a scheduled shift and/or not calling in at least 2 hours in advance may be told not to return to the Facility.

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- 4.14.2 Doctor's Excuse Required: Any individual calling off more than 3 times per aggregate 12-month period will require a written doctor's excuse for any absence after the third call-off. Any individual failing to comply may be asked not to return to the Facility.
- 4.14.3 Socializing/Dating: Staffing Agency employees who are dating another employee, whether from another Staffing Agency or otherwise, must refrain from excessive socializing during working hours. They must be reminded they are here to work. All employees must complete their assigned duties and are not here to socialize. Any employee failing to comply may be asked not to return to the Facility.
- 4.14.4 All Staffing Agency's employees must attend mandatory meetings and in-services. If staff miss two (2) or more meetings per aggregate 12-month period, they may be told not to return to the Facility.
- 4.14.5 Should Staffing Agency's employee(s) call off on or be unable to work a scheduled working weekend day or days, Staffing Agency's employee(s) will be scheduled to work an extra weekend day or days on the next schedule.
- 4.14.6 Should Staffing Agency's employee(s) call off or be unable to work a scheduled working holiday, Staffing Agency's employee(s) will be scheduled to work on the next available holiday.
- 4.15 If the Facility requests an LPN but the Staffing Agency provides an RN to cover the request, the Facility shall only be responsible for payment of the established LPN rate unless otherwise agreed in writing. The same applies should an LPN or RN cover for an HSW.
 - 4.15.1 Substitution of an LPN for an RN will not be allowed.
 - 4.15.2 Substitution of a HSW for an LPN will not be allowed.
 - 4.15.3 Facility may at times request an RN to cover an LPN or HSW shift and will pay the RN rate for such requests when agreed in writing.
 - 4.15.4 Facility may at times request an LPN to cover a HSW shift and will pay the LPN rate for such request when agreed in writing.
- 4.16 Vendor will agree to provide required number of staff needed for a shift and/or assignment at least two (2) hours prior to the start of the shift or assignment period.

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- 4.17 If an Agency Staff member calls off, that staffing agency must make every possible effort to fill the shift with another Agency Staff member.
- 4.18 All Agency Staff must adhere to the policies and procedures of our facility, including attendance, tardiness, and mandating. Facility will discipline staff per our policy and procedures. All disciplinary actions given by the facility will be sent to the staffing agency.
- 4.19 Agency Staff will be given work assignments based on the Facility's needs. Agency Staff may not change their work assignments unless approved by the DON, ADON or RN Supervisor.
- 4.20 Vendor must provide a list of all Nursing Staff actively employed at the Facility at all times. List will include updated names and phone numbers.
- 4.21 Vendor must provide an updated personnel file for each Agency Staff member at least annually or upon request by the Facility.
- 4.22 Agency Staff timesheets must be sent to the Vendor each week by 10:00am on Wednesday. Timesheet dates will be totaled from Saturday to Friday. All missing punches must be turned in to the WV Veterans Nursing Facility by 4:00 p.m. Monday for the previous week. If a missing punch is late, it will not be sent to the Vendor until the following pay week.
- 4.23 All Agency Staff must follow the policy and procedures for punching in and out when leaving the building. This policy will be discussed during orientation.
- 4.24 Agency Staff calling off must phone the facility and must speak to the RN Supervisor and call their staffing agency at least two (2) hours prior to their scheduled shift. Voicemails are not acceptable.
- 4.25 Employees are to follow the chain of command set forth at our facility. Any issues must be addressed first to the LPN, then RN supervisor, then RN unit manager, then ADON and DON.
- 4.26 WVVNF Facility Staff will do the scheduling for the Agency's vendor staff.
- 4.27 Agency Staff will work two (2) full weekend shifts, one (1) Friday day shift, and one (1) Sunday night shift per month with a Staffing Agency rotation schedule. Weekend shifts include Day Shifts Saturday and Sunday and Night Shifts Friday, and Saturday.

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- 4.28 All vendor staff must work at a minimum one (3) days every thirty (30) days to remain eligible for PRN status with the facility.
- 4.29 WVVNF does not honor any restrictions on lifting or hours for contracted staff. If nursing staff have lifting or hour restrictions, Vendor may not schedule them to work.
- 4.30 Holidays paid include New Year's Day, Memorial Day, Independence Day, Veterans day, Thanksgiving Day and Christmas Day at (1 ½) times the hourly rate for an (8) hour shift.
- 4.31 Christmas eve and New Years Eve at (1 ½) times the hourly rate for a (4) hour shift.
- 4.31.1 Vendor employees cannot call off the day before or the day after Holiday paid time. Vendor employees calling off the day before or the day after a paid Holiday may be required to forfeit their Holiday Pay.
- 4.31.2 The pay rate for hours worked on a paid Holiday will be twice the regular rate (double time) for up to 8 hours worked on the paid holiday, beginning at 12:01 A.M. on the paid holiday.
- 4.31.2.1 For clarification and example, staff working from 7 a.m. to 7 p.m. on a Holiday with a regular rate of \$25 per hour will be paid 8 hours at \$50 per hour plus 4 hours at \$25 per hour.
- 4.31.3 Agency Staff will be provided a Holiday rotation schedule provided by the Facility at the time of hire.
- 4.32 Other important dates will include Easter Sunday, Mother's Day, Father's Day, Christmas Eve, New Year's Eve, Halloween, Labor Day, and Black Friday.
- 4.32.1 Vendor employees cannot call off the day before or the day after Important Date paid time. Vendor employees calling off the day before or the day after a paid Important Date may be required to forfeit their Important Date Pay.
- 4.32.2 The pay rate for hours worked on a paid Important Date will be one and a half times the regular rate (1 ½ times) for up to 8 hours worked on the other important date, beginning at 12:01 A.M. on the other important date.

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- 4.32.2.1 For clarification and example, staff working from 7 a.m. to 7 p.m. on Other Important Date with a regular rate of \$25 per hour will be paid 8 hours at \$37.50 per hour plus 4 hours at \$25 per hour.
- 4.32.3 Agency Staff must be provided on Other Important Dates with a rotation schedule to be provided by the Vendor at least one month prior to the date.
- 4.33 The Facility will not allow any previous employee who was dismissed for disciplinary or performance reasons by a state facility or office to return and work through any Staffing Agency.
- 4.34 The Facility agrees to pay overtime for hours worked over forty (40) hours per work week at one-and-a-half (1 ½) times the regular rate.
- 4.35 The Facility may cancel any shift and will notify the Vendor of such cancellation no less than two (2) hours prior to the scheduled start of the shift.
- 4.36 **Registered Nurses:**
 - 4.36.1 RN's must hold a valid WV Registered Nurse License.
 - 4.36.2 RN's must be licensed and is good standing with the West Virginia Board of Nurses.
 - 4.36.3 RN's must have a current Cardiopulmonary Resuscitation (CPR) Card.
 - 4.36.4 RN's must possess a current and valid Food Handlers Card. All vendor staff will be required to assist with meal pass.
 - 4.36.5 RN's could oversee the work of other RN's, LPN's and/or HSW's, as assigned.
 - 4.36.6 RN's must participate in Interdisciplinary Care Plan Team Meetings to develop Individualized Care/Treatment Plans, direct consultations, receive and give recommendations to and from other disciplines to maximize care of residents.
 - 4.36.7 RN's must administer medications as prescribed by treating Physician(s).
 - 4.36.8 RN's must ensure timely documentation into resident's electronic medical records, per the policies and procedures and common practice of the

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facility, this will be discussed in extended detail during the facility orientation.

- 4.36.9 RN's must oversee all medical related emergencies.
- 4.36.10 RN's will provide for the emotional and physical comfort and safety of the residents.
- 4.36.11 RN's must respond to inquiries of family members, advocates and other interested parties, ensuring adherence to the State and Federal Confidentiality Laws, and the HIPPA Regulations.
- 4.36.12 RN's must adhere to the mandatory overtime policy and guidelines set by the facility.
- 4.36.13 New graduates will have an extended orientation with an RN Supervisor

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DIRECT CARE STAFFING SERVICES

4.37 Licensed Practical Nurses:

- 4.37.1 LPN's must be licensed and in good standing with the West Virginia Board of Nurses.
- 4.37.2 LPN's must hold a valid WV Licensed Practical Nurse License.
- 4.37.3 LPN's must have a current Cardiopulmonary Resuscitation (CPR) Card.
- 4.37.4 LPN's must possess a current and valid Food Handlers Card. All vendor staff will be required to assist with meal pass.
- 4.37.5 LPN's must assist professional nursing and medical staff in providing direct nursing care to patients, including medical treatments, administering medications, giving injections, and assisting in care planning and recording.
- 4.37.6 LPN's must take and record temperatures, blood pressure, pulse and respirations; collect specimens for testing; administer medication according to the Physician Order.
- 4.37.7 LPN's must ensure timely documentation into patient's electronic medical records, per the policies, procedures and common practices of the facility that will be discussed in extended detail during the facility orientation.
- 4.37.8 LPN's must screen residents and record medical information; assist physician and registered nurse in examinations and treatments; set up and clean examination area; give injections and immunizations; instruct residents in the use of medications and possible side effects.
- 4.37.9 LPN's will provide for the emotional and physical comfort and safety of the residents.
- 4.37.10 LPN's must assist patients (residents) with activities of daily living such as grooming and personal hygiene.
- 4.37.11 LPN's must respond to inquiries of family members, advocates and other interested parties, ensuring adherence to the State and Federal Confidentiality Laws and the HIPPA regulations.
- 4.37.12 LPN's must adhere to the mandatory overtime policy and guidelines set by the facility.

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4.37.13 New graduates will have an extended orientation with an LPN Supervisor.

4.38 Health Service Workers:

4.38.1 Health Service Workers must be Certified Nursing Assistants, certified and in good standing with the West Virginia Nurse Aide Registry.

4.38.2 HSW's must hold a valid Certification as a WV Certified Nurse Assistant (CNA).

4.38.3 HSW's must have a current Cardiopulmonary Resuscitation (CPR) Card.

4.38.4 HSW's must possess a current and valid Food Handlers Card. All vendor staff will be required to assist with meal pass.

4.38.5 HSW's will be responsible for direct care services to residents in a Nursing Home Long Term Care Setting.

4.38.6 HSW's must provide support and assistance with daily activities as directed by supervisor.

4.38.7 HSW's must adhere to the mandatory overtime policy and guidelines set by the facility.

4.38.8 HSW's must have a high school diploma or GED.

4.38.9 New graduates will have an extended orientation with an HSW Supervisor.

5. AWARD AND REQUESTS FOR BIDS:

5.1 **Requests for Bids:** All Vendors will be sent requests for bids when services are needed. The request for bids will contain the following:

5.1.1 Whether PRN or Term contract

5.1.2 Description of needs (RN, LPN and/or HSW)

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- 5.1.3 Quantity of services to include estimated number of hours for a specific date range
- 5.1.4 Pricing Page to be completed by the vendor
- 5.1.5 The deadline (opening date and time) by which the vendors must submit bids
- 5.1.6 The location to which bids must be submitted
- 5.2 **Evaluation of Bids:** The Facility shall evaluate the bids received to ensure they comply with the requirements contained in the requests for bids.
- 5.3 **Award of Bids:** The Facility shall award an Open-End contract/purchase order to the responsible bidders with the lowest overall total cost. This will be a progressive award contract with (2) Two vendors that respond to the bid request. Awards will be prioritized by lowest overall total cost. For example, if Vendor A (lowest bid) cannot meet the needs, the facility shall move to the next lowest bid (Vendor B) and so on.
- 6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance in writing as outlined in the Request for Bid. Vendor shall perform in accordance with the Vendor Agreement, Request for Bid, General Terms & Conditions and any contracts or purchase orders that may be issued by the Facility.
- 7. **PAYMENT:** The vendor shall submit weekly invoices, in arrears, on a weekly basis, to the Business Office at the West Virginia Veterans Nursing Facility for all services provided. Vendor shall submit one invoice per week for each level of nursing staff, along with a copy of the Agency staff member's signed timesheet as backup documentation. All timesheets must be signed and approved by Facility's designee prior to being invoiced. No release is permitted to exceed one million dollars (\$1,000,000.00).
- 8. **TRAVEL:** It is mandatory that a vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this contract. Any anticipated mileage or travel costs may be included in the Hourly Rate listed on Vendor's bid in response to a Request for Bid, but such costs will not be paid by the agency separately.
- 9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

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- 9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 9.2.** Vendor will be responsible for controlling cards and keys and will pay a replacement fee of \$25 for each access card and/or key that is lost, stolen or not returned to the Facility.
- 9.3.** Vendor shall notify Facility immediately of any lost, stolen, or missing card or key.
- 9.4.** Anyone performing under this Contract will be subject to Facility's security protocol and procedures.
- 9.5.** Vendor shall inform all staff of Facility's security protocol and procedures.

10. VENDOR DEFAULT:

- 10.1.** The following shall be considered a vendor default under this Contract.
 - 10.1.1** Failure to perform Contract Services in accordance with the requirements contained herein.
 - 10.1.2** Failure to comply with other specifications and requirements contained herein.
 - 10.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 10.1.4** Failure to remedy deficient performance upon request.
 - 10.1.5** The following remedies shall be available to Agency upon default.
 - 10.1.5.1** Immediate cancellation of the Contract.
 - 10.1.5.2** Immediate cancellation of one or more release orders issued under this Contract.
 - 10.1.5.3** Any other remedies available in law or equity.

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DIRECT CARE STAFFING SERVICES

11. MISCELLANEOUS:

- 11.1. Manager:** Vendors must designate and maintain a primary manager responsible for overseeing Vendor's responsibilities under the Agreement. The manager must be available during normal business hours to address any customer service or other issues related to the agreement. Vendor shall supply its Manager contact information upon request.
- 11.2. Emergency Contact:** Vendors must designate and maintain an emergency contact responsible for any staffing issues that may arise outside of normal business hours. The emergency contact number must be answered or responded to within 2 hours on any given day or time, including weekends or holidays. Vendors shall supply its emergency contact information upon request.

Contract Manager: Mike Poursaeidi

Office Manager: Mehdi Kiamehr

Cell Number: 866-212-7282

Fax Number: 866-661-5933

Email Address: contracts@ultimatemgt.com

Exhibit A - Pricing Page
Direct Care Staffing Services

Registered Nurse (RN)

for the time period of:
September 14, 2026 through September 13, 2027

Item No.	Description Of Services	Estimated Hours*	Hourly Rate	Subtotal
1	Weekday Regular Rate	1,950	62.90	\$ 122,655.00 -
2	Weekend Regular Rate	750	65.97	\$ 49,477.50 -
			Grand Total	\$ 172,132.50 -

*Estimated number of hours is not guaranteed. There may be multiple awards and estimated hours may be dispersed amongst multiple vendors. See the Specifications for additional information.

- Actual number of hours needed will be sent separately, to lowest bidder first, then next lowest, etc.
- Vendor must complete, sign and return this Pricing Page.
- Pertinent Pricing information:
 - Shift Differential - see Section 2.22 (extra \$1 per hour worked between 3:00 p.m. and 7:00 a.m)
 - Weekend - see Section 2.26 (hours between Saturday at 12:01 a.m. and Sunday at midnight)
 - Work Week - see Section 2.27 (the 7 day period beginning Saturday at 12:01 a.m. and ending the following Friday at midnight)
 - Vendor Accessibility - see Section 3.2 (Vendor shall be accessible 24/7, including weekends and holidays)
 - Multiple Awards - see Section 4.1
 - Staff qualifications - see Section 4 (entire section)
 - Unpaid staff training - see Section 4.10.2 (if staff does not work after training, the time in training will not be paid)
 - Holiday Pay - see Section 4.30 (will be 2 times the regular rate for up to 8 hours)
 - Other Important Dates - see Section 4.32 (will be 1.5 times the regular rate for up to 8 hours)
 - Overtime - see Section 4.34 (paid at 1.5 times the regular rate only after 40 hours worked in a work week)

Vendor Information			
Vendor:	Ultimatecare Management, LLC	*Printed Name	Mike Poursaeidi
Address:	13181 Crossroads Parkway N. S240	Title	Dir of Recruitment
	City of Industry, CA 91746	*Signature	<i>Mike Poursaeidi</i>
Office Phone:	866-12-7282	*I hereby certify I am authorized by the Vendor to sign this document.	
Cell Phone	866-212-7282		
Fax	866-661-5933		
		Email:	contracts@ultimatemgt.com

Exhibit A - Pricing Page
Direct Care Staffing Services
Licensed Practical Nurse (LPN)

for the time period of:
September 14, 2026 through September 13, 2027

Item No.	Description Of Services	Estimated Hours*	Hourly Rate	Subtotal
1	Weekday Regular Rate	5,500	50.13	\$ 275,715.00 -
2	Weekend Regular Rate	2,250	38.52	\$ 86,670.00 -
			Grand Total	\$ 362,385 -

*Estimated number of hours is not guaranteed. There may be multiple awards and estimated hours may be dispersed amongst multiple vendors. See the Specifications for additional information.

- Actual number of hours needed will be sent separately, to lowest bidder first, then next lowest, etc.
- Vendor must complete, sign and return this Pricing Page.
- Pertinent Pricing information:
 - Shift Differential - see Section 2.22 (extra \$1 per hour worked between 3:00 p.m. and 7:00 a.m)
 - Weekend - see Section 2.26 (hours between Saturday at 12:01 a.m. and Sunday at midnight)
 - Work Week - see Section 2.27 (the 7 day period beginning Saturday at 12:01 a.m. and ending the following Friday at midnight)
 - Vendor Accessibility - see Section 3.2 (Vendor shall be accessible 24/7, including weekends and holidays)
 - Multiple Awards - see Section 4.1
 - Staff qualifications - see Section 4 (entire section)
 - Unpaid staff training - see Section 4.10.2 (if staff does not work after training, the time in training will not be paid)
 - Holiday Pay - see Section 4.30 (will be 2 times the regular rate for up to 8 hours)
 - Other Important Dates - see Section 4.32 (will be 1.5 times the regular rate for up to 8 hours)
 - Overtime - see Section 4.34 (paid at 1.5 times the regular rate only after 40 hours worked in a work week)

Vendor Information			
Vendor:	Ultimatecare Management, LLC	*Printed Name	Mike Poursaeidi
Address:	13181 Crossroads Parkway N. S240	Title	Dir of Recruitment
	City of Industry, CA 91746	*Signature	<i>Mike Poursaeidi</i>
Office Phone:	866-12-7282	*I hereby certify I am authorized by the Vendor to sign this document.	
Cell Phone	866-12-7282		
Fax	866-661-5933		
		Email:	contracts@ultimatemgt.com

Exhibit A - Pricing Page
Direct Care Staffing Services
Health Service Worker (HSW)

for the time period of:
September 14, 2026 through September 13, 2027

Item No.	Description Of Services	Estimated Hours*	Hourly Rate	Subtotal
1	Weekday Regular Rate	6,250	31.90	\$ 199,375.00 -
2	Weekend Regular Rate	2,500	35.26	\$ 88,150.00 -
			Grand Total	\$ 287,525.00 -

*Estimated number of hours is not guaranteed. There may be multiple awards and estimated hours may be dispersed amongst multiple vendors. See the Specifications for additional information.

- Actual number of hours needed will be sent separately, to lowest bidder first, then next lowest, etc.
- Vendor must complete, sign and return this Pricing Page.
- Pertinent Pricing information:
 - Shift Differential - see Section 2.22 (extra \$1 per hour worked between 3:00 p.m. and 7:00 a.m)
 - Weekend - see Section 2.26 (hours between Saturday at 12:01 a.m. and Sunday at midnight)
 - Work Week - see Section 2.27 (the 7 day period beginning Saturday at 12:01 a.m. and ending the following Friday at midnight)
 - Vendor Accessibility - see Section 3.2 (Vendor shall be accessible 24/7, including weekends and holidays)
 - Multiple Awards - see Section 4.1
 - Staff qualifications - see Section 4 (entire section)
 - Unpaid staff training - see Section 4.10.2 (if staff does not work after training, the time in training will not be paid)
 - Holiday Pay - see Section 4.30 (will be 2 times the regular rate for up to 8 hours)
 - Other Important Dates - see Section 4.32 (will be 1.5 times the regular rate for up to 8 hours)
 - Overtime - see Section 4.34 (paid at 1.5 times the regular rate only after 40 hours worked in a work week)

Vendor Information			
Vendor:	Ultimatecare Management, LLC	*Printed Name	Mike Poursaeidi
Address:	13181 Crossroads Parkway N. S240	Title	Dir of Recruitment
	City of Industry, CA 91746	*Signature	<i>Mike Poursaeidi</i>
Office Phone:	866-12-7282	*I hereby certify I am authorized by the Vendor to sign this document.	
Cell Phone	866-12-7282		
Fax	866-661-5933		
		Email:	contracts@ultimatemgt.com



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: 2029895			Reason for Modification: Addendum No. 1 To Extend Bid Opening To Publish TQ&A
Doc Description: Direct Care Staffing Services			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	
2026-08-19	2026-08-26 13:30	CRFQ 0613 VNF2700000001	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000053486

VS Vendor Name : Address : 13181

Street : Crossroads Parkway N. Suite 240

City : City Of industry

State : CA

Principal Contact : Mike Poursaeidi **Country :** USA **Zip :** 91746

Vendor Contact Phone: 866-212-7282

FOR INFORMATION CONTACT THE BUYER

Jessica L Riley
304-558-0246
jessica.l.riley@wv.gov

Vendor
Signature X *Mike Poursaeidi* FEIN# 862743430 DATE 8/24/2026

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

ADDITIONAL INFORMATION

Addendum No. 1 is issued for the following:

1. Responses to vendor questions attached. See Attachment A.

2 To modify bid opening date and time to 08/26/2026 at 13:30 (1:30PM EST)

No other changes

The West Virginia Purchasing Division, is soliciting bids on behalf of the WV Veterans Nursing Facility, to establish an open-end contract for Direct Care Staffing Services to include RN's LPN's and HSW's per the attached specifications, pricing pages and documentation.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Direct Care Staffing Services				

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description:

Open-end contract for Direct Care Staffing Services

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions Deadline: 08/12/2026 at 10:00AM	2026-08-12

SOLICITATION NUMBER: Addendum Number:

The purpose of this addendum is to modify the solicitation identified as (“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:

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.

ATTACHMENT A

Attachment A

REQUEST FOR QUOTATION

CRFQ VNF27*01

DIRECT CARE STAFFING SERVICES

ADDENDUM ONE

AUGUST 13, 2026

4.28 All vendor staff must work at a minimum of three (3) days every thirty (30) days to remain eligible for PRN status with the facility.

4.10.3 Call offs during orientation (classroom and floor) are inexcusable except in the event of covid or extreme emergency. Vendors must advise their staff NOT to call off during orientation.

4.10.2 If Agency staff does not work following initial classroom training/floor orientation, the vendor will NOT be paid for the Agency's staff hours. Staff must work at least twenty-four (24) hours in ten (10) days following orientation.

4.30 Holidays paid include New Year's Day, Memorial Day, Independence Day, Veterans Day, Thanksgiving Day, and Christmas Day at (double time) the hourly rate for an eight (8) hour shift.

4.27 Agency staff will work two full weekend shifts per month, and day shift will work one Friday day shift per month, and night shift will work one (1) Sunday night shift per month. Weekends consist of day shift as Saturday and Sunday, night shift as Friday and Saturday.

ATTACHMENT A

CRQM-0613-VNF2700000001

Direct Care Staffing Services

Vendor Questions & Answers

Q1. Will you consider proposals from out-of-state vendors? (We are registered in the wvOASIS portal.)

A1. Yes

Q2. RFQ Document page 26, section 4.10, can you share how many hours are required to complete the orientation and training? (We would like to let candidates know up front how long orientation and training is in terms of hours and/or days.)

A2. Tuesday-Thursday 8am-4pm for CNA's

Tuesday-Friday 8am-4pm Friday will be until roughly 1pm for nurses.

Floor orientation they will be given 5 days, then 2 days on their own. These will be 12 hour shifts.

Q3. Are incumbent vendor personnel able to transition to new awardee vendors if the incumbent is not awarded?

A3. Yes

Q4. Please confirm if this is a new intuitive or a re-bid of an existing contract?

A4. New

Q5. Please confirm the budget allocated for this project.

A5. To be announced

Q6.If it is a rebid, please share the names of the current service providers/incumbent vendors? Additionally, how many active resources are working under the previous contract?

A6. Freedom of information Act

Q7.Please provide the historical spending associated with this contract.

A7.Freedom of information Act

Q8.Are there any specific challenges, pain points, or areas of concern that you are currently experiencing with the existing vendor?

A8. call offs, No call no shows, and schedule changes that the facility is not being notified of.

Q9.Please clarify the anticipated number of awards under this RFP.

A9. Anticipated number is 2

Q10.Is there a local preference in connection with this RFP?

A10. No

Q11.Please confirm the evaluations criteria and weighing (e.g. technical vs. cost).

A11. Lowest two bids evaluated that meet specifications will be awarded the contract

Q12.Will there be an opportunity for a virtual/on-presentation or negotiation meeting during the evaluation process?

A12.**No**

Q13.What is the expected timeline for award notification and contract execution?

A13. **Contract to start on September 14th, 2026**

Q14.What is the anticipated volume of staffing requests (e.g. estimated number of requisitions per year)?

A14. **85-90% of staff are agency**

Q15.Could you please provide details on the job categories, labor classifications or skill sets most requested?

A15. **CNA, LPN, RN**

Q16.Is there an employee conversion policy (e.g. can the department directly hire contractor staff after a defined period)?

A16. **There is not a defined period of time, if a staff member wants to apply for a state position they can.**

Q17.Will timekeeping be handled through the department's system or will vendors be required to provide a platform?

A17. **We have a platform, and send agency timesheets weekly.**

Q18.In the event of a contract award, please clarify whether vendors will be permitted to directly engage with individual departments/agencies for staffing requests or if all requirements will be routed through a centralized system?

A18. **The agency will be dealing with the nursing department, and will speak with DON, ADON, and/or scheduler.**

Q19.Are there preferences for SBE, WBE, or MBE business, as we are NMSDC approved MBE. Is that acceptable?

A19.**Yes**

Q20.Who are the current providers? If you can help me with the incumbent's response documents for the same, if applicable.

A20. **Freedom of information act**

Q21.Are there preferences for local WV vendors?

A21. **NO**

Q22.Do we need to create response using Vendor Qualification Section 3.6 and submit rest forms or is there any other format or template?

A22. **No format or template exists**

Q23.What is the overall budget?

[A23.](#) **To be determined**

Q24.How many roles and requirements can we expect from this contract?

A24. **85-90% of staff are agency, this does vary for time to time**

Q25.Is this a new contract or renewal of an existing contract?

A25. **NEW**

Q26.If there is an existing contract, could you please share the names if the current vendors and their pricing?

A26.**No**

Q27. In order to be considered responsive for this solicitation, is it mandatory to bid on all positions?

A27. **Yes**

Q28. What is the estimated budget for this contract?

A28. **To be announced**

Q29. Is it mandatory to subcontract?

A29. **No**

Q30. Could you please provide information on the daily duration of shifts required for the necessary professions? For example. The number of hours per day?

A30. **Shifts for all 3 disciplines are 12 hours, unless mandated for a 16 hour shift.**

Q31. Can the Purchasing Division or the WV Veterans Nursing Facility provide historical or estimated annual utilization (hours by role-RN, LPN, and HSW) for Direct Care Staffing Services at the facility, given that the solicitation does not state a minimum guaranteed volume or historical baseline for purchasing purposes?

A31. **No, Freedom of information act**

Q32. Is there a current incumbent staffing vendor or vendors for this contract, and if so, is this solicitation a recompetes of an existing arrangement or a new procurement?

A32. **Yes and no**

Q33. Section 11 of the General Terms and Conditions presents three liquidated damages options (a stated amount, "contained in the specifications," or "not included"); could the Purchasing Division confirm which liquidated damages

provision, if any, applies to this specific solicitation, as this is not clearly indicated in the posted documents?

A33. No

Q34. Section 4.30 states that specified holidays are paid at 1.5 times the hourly rate, while Section 4.31.2 states that hours worked on a paid holiday are paid twice the regular rate for up to eight hours. Please confirm the correct holiday billing multiplier.

A34. See addendum

Q35. Christmas Eve and New Year's Eve appear in both Sections 4.31 and 4.32. Please confirm the applicable premium, number of premium hours, and whether either date is treated differently from the other "Important Dates."

A35. See addendum

Q36. Section 2.3 states that a standard 12-hour shift consists of 11 worked/billable hours, a 30-minute paid lunch, and two paid 15-minute breaks. Should vendor invoice 1 or 12 hours or a completed 12-hour shift?

A36. The complete 12 hour shift

Q37. Section 4.28 states that staff must work "a minimum (3) days every thirty (30) days" to remain eligible for PRN status. Please confirm whether the intended minimum is one day or three days per 30-day period.

A37. see addendum

Q38. Please explain how the following rates and premiums interact: Weekday or weekend rate, \$1 per-shift differential, Overtime, Holiday premium, Other Important Date premium. Specifically, please confirm whether any premiums may be combined and whether overtime is calculated from the regular weekday/weekend rate or from a premium rate.

A38. As stated in the specifications section 4 and the exhibit A pricing pages

Q39. Please confirm how weekend hours should be classified for pricing purposes, particularly Friday night, Saturday night, and Sunday night shifts that cross into another calendar day.

A39. Friday and Saturday nights are weekend shifts, Sunday night is not considered a weekend shift.

Q40. The CRFQ cover form contains a single unit-price and total-price line, while the solicitation provides separate pricing pages for RN, LPN, and HSW/CAN services. What amount should vendors enter on the CRFQ cover form and in the corresponding WV OASIS line item?

A40. The same

Q41. Should each of the three detailed pricing pages be individually signed and uploaded with the electronic bid?

A41. Yes

Q42. Are the estimated 19,200 annual hours the combined anticipated usage across both awarded vendors? Please confirm that these hours are estimates only and that no minimum number of hours is guaranteed to either vendor.

A42. Estimate only, and yes

Q43. Can the state provide historical annual hours, fill rates, or expenditures for RN, LPN, and HSW/CAN staffing at the facility? If a current contract exists, please identify where the award, incumbent vendor information, and contract rates may be obtained publicly.

A43. Freedom of information act

Q44. When the facility issues a staffing request to the two awarded vendors, how much time will vendors normally have to submit their quotations and confirm staffing availability?

A44. They will have 24 hours to give us staff members for the month and the facility will schedule the staff where needed. Unless there is an agreed upon contract for staff members and then they will be scheduled by facility for the length of their contract with possibility of renewal.

Q45. Section 4.35 permits the facility to cancel a shift with at least two hours' notice. If the facility provides less than two hours' notice, will the vendor receive a minimum payment or cancellation fee?

A45. Yes, employee will be compensated

Q46. Please confirm which orientation and training hours are billable. In particular, does the facility pay for PointClickCare training, facility orientation, initial Alzheimer's training, annual recertification, and mandatory meetings?

A46. This is discussed in detail in the contract

Q47. If an employee completes training but is not offered enough shifts to work 24 hours within the following 10 days, will the vendor still be paid for the training time?

A47. This is discussed in detail in the contract. They are given 2 extra days so therefore they have no reason to not have those hours available, unless they do not schedule them in the required timeframe.

Q48. Section 3.1 states that evidence of at least 12 months of direct-care experience "should" be furnished with the bid but "must" be provided before award. Please confirm whether this evidence is mandatory with the initial bid.

A48. Yes

Q49. In addition to the signed CRFQ form, three pricing pages, shift-coverage plan, recruiting plan, designated contact form, applicable addendum acknowledgements, are there any other documents that must be submitted with the initial bid?

A49. No

Q50.The insurance section checks commercial general liability and automobile liability but does not check professional liability/malpractice insurance. Please confirm whether professional liability or medical malpractice insurance is required for this contract.

A50. Yes for the vendor

Q51.Are the quoted hourly rates fixed only for the initial September 14, 2026-September 13, 2027 period, or must the same rates remain in effect during all renewal periods? If renewal period adjustments are permitted, what adjustment method will apply?

A51. Fixed rate per the contract dates with no adjustment for the term of the contract including renewals

Q52.Please clarify whether the Agency will accept documented experience providing RN, LPN, and CNA/HSW staffing through a healthcare staffing division, including experience outside West Virginia, to satisfy the required 12 months of Direct Care Staffing experience. Also, what documentation is required as proof of such experience?

A52. Yes and documentation on file

Q53.Please clarify the required proposal content for the recruiting and shift coverage plans, including whether currently local personnel are required or if proposed recruiting, scheduling, and replacement strategies are acceptable. Also, please confirm whether there is a specific format or template for pricing.

A53. As stated in the specifications and pricing pages

Q54.Section 3.6 requires a recruiting plan detailing how vendors will recruit nursing staff in the Clarksburg, WV area. Please clarify whether the Agency has a required format, or minimum content requirements for the recruiting plan and whether the plan is evaluated as part of bid responsiveness.

A54. Vendor may recruit in any location in an effort to fill the positions. No format is specified. Yes.

Q55. Section 4.5.3 requires a completed application or resume as proof of experience, with references, for Agency Staff. Please clarify whether these documents are required with the initial bid response for proposal personnel or only after the Agency requests and prior to placement of individual staff members.

A55. No, these should be provided when submitting candidates for positions after the contract is awarded.

Q56. Section 4.7.3 requires staff to meet the Agency's immunization requirements for PPD and Hepatitis B and provide copies of results. Please clarify whether the Facility accepts legally permitted Hepatitis B vaccination declinations or exemptions, and if so, what documentation will be required.

A56. Yes, we accept Hep B declination, Hep B declination form signed by the employee

Q57. Section 4.16 requires the vendor to provide the required number of staff at least two (2) hours prior to start of shift or assignment period. Please clarify whether the two-hour requirement applies to all staffing requests, including emergency and same-day requests, or only to requests communicated to the vendor at least two hours before the scheduled shift.

A57. This does not include staff picking up to cover call off or open the same day or emergencies

Q58. Please clarify whether the PRN requirement is one (1) or three (3) days of work every thirty (30) days.

A58. 3 days per month

Q59. Section 4.30 states that paid holidays are compensated at one-and one half (1.5) times the hourly rate for eight hours, while Section 4.31.2 states that hours worked on a paid holiday will be paid twice the regular rate for up to eight hours. Please clarify which rate applies to hours actually worked on a paid holiday.

A59. off of base pay, see addendum

Q60. Please clarify how overtime will be calculated when an employee works more than 40 hours in the defined work week and some of those hours also fall on a paid holiday or other important date. Specifically, should the applicable holiday/important-date premium be combined with the overtime premium, or will only one premium apply?

A60. See section 4.3 through 4.35 in the specifications

Q61. Since only two vendors will be awarded under this solicitation, please clarify whether vendors are required to be local, hold any specific certifications, or have any required registrations to be eligible for award.

A61. Vendors must meet all requirements in the specifications, recruiting anywhere they wish in order to fill the positions.

Q62. Please clarify whether the estimated annual hours are for bid evaluation only or represent anticipated annual staffing demand.

A62. Bid evaluation only

Q63. Section 5.3 states that awards will be made to responsible bidders with the lowest overall total cost, while vendors are required to submit pricing for all three disciplines. Please clarify whether "lowest overall total cost" will be calculated by combining the evaluated totals for RN, LPN, and HSW, or whether each discipline will be evaluated independently.

A63. See sections 5.2 and 5.3 as stated in the specifications

Q64.Are Davis Bacon wages required?

A64. **No**

Q65.What is the purpose of subcontracting? Can other vendors on this contract at this time subcontract with the vendors that are successful bidders at a later time in the bid?

A65. **No subcontracting**

Q66.May staff who are working for vendors at this time and their agency did not get the contract, transfer to successful bidders?

A66. **Yes**

Q67.May we contact other vendors that are on this contract to discuss subcontracting now, or do we wait until the contract is awarded?

A67. **No, Vendors must not be allowed subcontract**

Q68.Section 3.1 requires vendors to have at least twelve (12) months of experience operating a Direct Care Staffing organization. Please clarify whether this experience must specifically include staffing for a Veteran Nursing Facility or other long-term care/nursing facility setting, or whether comparable direct-care healthcare setting experience in other institutional settings, such as correctional facilities, satisfies this requirement. For example, would experience providing RNs, LPNs, CNAs, or other direct care health care personnel to correctional facilities qualify as acceptable evidence of the required experience?

A68. **Yes**

Q69.Section 4.30 appears to reference holiday pay at 1.5 times the hourly rate, while Section 4.31.2 and Exhibit A indicate holiday pay at 2.0 times the regular rate for up to eight hours. Please confirm the applicable holiday multiplier for pricing and invoicing purposes.

A69. **See addendum**

Q70.The solicitation references a standard twelve-hour shift consisting of eleven worked/billable hours along with paid lunch and rest breaks. Please confirm whether vendors should invoice eleven hours or the full twelve scheduled hours for a standard twelve-hour shift.

A70. 12 hour shift

Q71.Please confirm whether the “lowest overall total cost” used for award evaluation represents the combined evaluated pricing for RN, LPN, and HSW/CAN services, including both weekday and weekend rates.

A71. Yes

Q72. The solicitation provides an additional \$1.00 per hour for hours worked between 3:00 pm and 7:00 am. Please confirm whether the differential applies to both weekday and weekend rates and whether it also applies when holiday, important date, or overtime premiums are applicable.

A72. Yes, and based on base pay

Q73.Please clarify the minimum information expected in the required Clarksburg-area recruitment plan, including whether vendors need to demonstrate an existing local candidate pool, provide a minimum number of available RN, LPN, and HSW/CAN candidates, submit candidate resumes or profiles, maintain a local recruiting office/presence, or provide specific recruitment metrics and timelines.

A73. Vendor may recruit in any location in an effort to fill the positions and no local existing candidate pool or office is required.

Q74.Please confirm whether candidates need to currently reside in the Clarksburg, WV area or whether qualified healthcare professionals from other locations who are available and willing to work at the West Virginia Nursing Facility are acceptable.

A74. No, they do not have to be local/reside in Clarksburg area

Q75.Section 2.3 defines a standard twelve hour shift as consisting of eleven worked and billable hours plus a thirty minute paid lunch break and two paid fifteen minute

breaks. Please confirm that for a twelve hour shift the agency will be invoiced for eleven hours, and that the one hour if break time is compensated by the Vendor and is not billable to the agency. If the agency intends that all twelve hours be billable, please state so.

A75. 12 hour shift

Q76. For shifts of other lengths, including shifts of eight hours or more that are not twelve hours, please confirm how billable hours are calculated relative to break time.

A76. If working 4 hour shift get ½ lunch break, if working 8 or more hours get 2 paid 15 minute breaks and ½ paid lunch break

Q77. Section 5.1.4 provides that each request for bids will include a Pricing Page to be completed by the Vendor, while Section 13 of the General Terms and Conditions provides that pricing is firm for the life of the Contract. Please clarify whether the hourly rates bid on the Exhibit A Pricing Pages become the firm contract rates for the life of the Contract, or whether they are used solely to determine the two awarded Vendors, with actual rates re-bid at each request for bids. If rates are re-bid, may a vendor bid a rate higher than its Exhibit A rate?

A77. For the life of the contract

Q78. Sections 4.36.1 and 4.37.2 require Registered Nurses and Licensed Practical Nurses to hold a valid West Virginia license. West Virginia has been a Nurse Licensure Compact party state since January 19, 2018. Please confirm whether a nurse holding a valid multistate license issued by another Compact party state, and therefore holding a privilege to practice in West Virginia under W. Va. Code 30-7F, satisfies those sections, or whether a West Virginia single state license is required.

A78.

If they have a multistate license then they can work in WV

Q79. Section 5.3 provides for award to the responsible bidders with the lowest overall total cost. Please confirm whether "overall total cost" means the sum of the Grand Totals of all three Exhibit A Pricing Pages combined or whether each discipline is evaluated separately.

A79. The total overall combined disciplines

Q80. The solicitation contains a single wvOASIS commodity, Line 1, Direct Care Staffing Services, with no quantity or unit price stated, in addition to the three Exhibit A Pricing Pages, please confirm what a vendor should enter on that wvOASIS line, and how that entry relates to the Exhibit A Pricing Pages for evaluation purposes.

A80. A total estimated cost will be applied to the commodity line in oasis, and all three exhibit A pricing pages must be completed as well

Q81. Please confirm whether the estimated hours shown on the Exhibit A Pricing Page represent the Facility's total anticipated staffing requirement for the period of September 14, 2026 through September 13, 2027, or whether they represent a portion of a larger requirement filled in part under the contracts or purchase orders.

A81. The estimated hours are for the duration of the contract.

Q82. Section 4.9 requires all Agency Staff to complete thirty hours of Alzheimer's training provided by the facility, and eight hours thereafter as a recertification. Please confirm whether Agency Staff who have previously completed the Facility's thirty hour Alzheimer's training and remain continuously assigned to the Facility will be credited with that completed training and placed on the eight hour annual recertification cycle, or whether the thirty hour training must be repeated.

A82. Yes, they will continue with their annual training

Q83. Section 4.28 (PRN Eligibility): This section states "All vendor staff must work at a minimum one (3) days every thirty (30) days to remain eligible for PRN status." Could you clarify whether the requirement is 1 day or 3 days per 30 day period?

A83.0 3 days per month

Q84.Award Methodology (Section 5.3): Pricing is submitted as three sperate exhibits, one each for RN, LPN, and HSW. Since the award is a progressive award based on lowest overall total cost, is that ranking calculated as a combined or blended total across all three disciplines, or is each discipline evaluated and ranked separately?

A84. Yes

Q85.Contract Value Cap (Section9, Payment): This section notes that “no release is permitted to exceed one million dollars (\$1,000,000.00).” Is this a cap on each individual release or purchase order, or a cap on total contract value over the full term?

A85. To be determined.

Q86.Historical utilization: The pricing pages list estimated annual hours for each discipline but note they are not guaranteed. Would the Facility be able to share actual hours utilized and/or spend by discipline over the prior 12 months, to help inform our pricing?

A86. No

Q87.Incumbent vendor: Is there an incumbent staffing vendor currently servicing this contract, and if so, would that information be available?

A87. Yes must file for a freedom of information act.

Q88.Subcontracting relationships are set up after the award of the contract because you do not want to talk to another vendor during the blackout period?

A88. No subcontracting

Q89. Is one total number the deciding factor?

A89. No, it is dependant on the overall price of the three disciplines.

Q90.How does being a SWAM agency affect the outcome of the successful bid?

A90. **As determined in the Central terms and conditions.**

Q91.Section 2.26 defines Weekend as “Saturday and Sunday for Dayshift, and Friday and Saturday for night shift. “The Exhibit A Pricing Pages direct Vendors to “Weekend – see Section 2.26 (hours between Saturday at 12:01 a.m. and Sunday at midnight),” which state different definition. The Exhibit A Pricing Pages require separate Weekday and Weekend hourly rates. A.) Please confirm which definition governs in determining whether an hour is billed at the Weekday rate or the Weekend rate. B.) Please confirm specifically whether hours worked on a Friday night shift are billed at the Weekend rate and whether hours on a Sunday night shift are billed at the Weekday or the Weekend rate.

A91. **See addendum**

Q92.Section 4.30 states that the six listed paid Holidays are paid “at (1/2) times the hourly rate for an 8-hour shift.” Section 4.31.2 states that “the pay rate for hours worked on a paid Holiday will be twice the regular rate (double time) for up to 8 hours worked,” and the worked example at Section 4.31.2.1 applies double time. The Exhibit A Pricing Pages state “Holiday Pay-See Section 4.30 (will be 2 times the regular rate for up to 8 hour).” A.) Please confirm whether hours worked on a paid Holiday are billed at one and one half times or at two times the rate. B.) Section 4.31 states that Christmas Eve and New Year’s Eve are paid at one and one half times the hourly rate for a 4-hour shift, while Section 4.32 lists both dates among the Other Important Dates, which Section 4.32.2 pays at one and one half times for up to eight hours. Please confirm which provision applies to those dates and whether the premium is capped at four hours or eight.

A92. **See Addendum.**

Q93.Section 4.28 states that “All vendor staff must work at a minimum one (3) days every thirty (30) days to remain eligible for PRN status with the facility. The written word and the numeral differ. Please confirm whether the minimum is one day or three days in every thirty-day period.

A93. **3 days per month**

Q94. Section 4.27 states that "Agency Staff will work two (2) full weekend shifts, one (1) Friday day shift, and one (1) Sunday Night shift per month." A.) Please confirm whether "two (2) full weekend shifts" means two night shift in total, or two complete weekends consisting of a Saturday shift and a Sunday shift each and therefore how many mandatory shifts per month each Agency Staff member is obligated to work. B.) The second sentence of Section 4.27 states that weekend shifts include "Night Shifts Friday, and Saturday," which does not include Sunday, while the first sentence requires a Sunday night shift each month. Please confirm how provisions are reconciled.

A94. Dayshift staff need to work 2 full weekends consisting of Saturday and Sunday(and at least 1 Friday a month not considered a weekend shift).. Nightshift must work 2 full weekends consisting of Friday and Saturday (and 1 Sunday a month not considered a weekend shift).

Q95. Section 4.10.2 states that "If Agency Staff does not work at least 24 hours in the 10 days following training/orientation, the vendor will not be paid for Agency Staff's hours." Please confirm that this provision applies only to the hours spent in training and does not affect payment for any other hours worked by that Agency Staff member.

A5. Orientation consist of classroom and floor orientation, see addendum

Q96. Does the Agency have a required fill-rate percentage of performance for awarded vendors?

A96. Yes

Q97.What is the typical lead time provided for staffing requests? (Examples: Same day, 24 hours, 72 hours, scheduled weeks in advance)

A97. Will request staff for the month and will have 24 hours to provide us the staff working for the month and if they are only wanting less than 3 day a week or only 1-3 days a month

Q98.Can the Agency provide the typical shift structure and distribution of requested assignments? (Examples: 7a-7p, 7p-7a, 8-hour shifts, 12-hour shifts)

A98. No, the facility staffs for 12 hour shifts and depends on the time of shift per discipline. The facility will be completing the scheduling for staff.

Q99.Does the Agency expect staffing demands to be distributed evenly between awarded vendors, or is utilization expected to follow the progressive award language whereby the lowest-priced vendor receives first opportunity for each request?

A99. No, the lowest priced vendor is awarded first.

Q100.Is there a minimum volume commitment to awarded vendors?

A100. No

Q101.Approximately how many orientation hours are required for each discipline?

A101. CNA's 24 classroom and 60 floor orientation hours

Q102.What does the orientation consist of?

A102. Classroom which covers a variety of topics, policies, PCC, dementia.Floor orients staff to facility, residents and routines and how the facility does things/ operates

Q103.Can you clarify if the Food Handlers card is from Harrison County Health Department or a state certification?

A103. **Both**

Q104. Is Food Handler card for all positions?

A104. **Yes**

Q105. Will the facility accept Food Handler card completion after award but prior to first shift, or must all personnel possess the credential before orientation?

A105. **Will be at the time of submission of candidates for positions**

Q106. Can the Agency provide historical holiday staffing utilization by discipline?

A106. **No**

Q107. Can the Agency provide the percentage of historical staffing hours that occurred on weekends versus weekdays?

A107. **No**

Q108. Is there a specific format the state prefers for vendor responses?

A108. **As stated in the specifications and contract requirements.**

Q109. Will vendor staff be required to drive on facility business? If yes, are they to drive facility vehicles or personal?

A109. **No**

Q110. Is automobile insurance a requirement?

A110. **Yes**

Q111.How will vendors be notified about needs from the facility?

A111. The facility will email agencies

Q112.Is staff expected to be provided on a week to week or day to day basis or will staff be utilized in more of an FTE/contracted capacity?

A112. Staff will be scheduled on a month to month basis unless an agreed upon contract

Q113.Is there a conversion fee if the state hires contracted employees permanently?

A113. No

Q114. Are future rate adjustments permitted during the term of the master agreement or during an option year?

A114. No

Q115.Is there a minimum amount of experience candidate needs for each labor category?

A115. No, but would prefer them have experience, if no experience they may have an extended orientation period

Q116.What would interview process look like, phone, virtual, or in person? If in person, would phone or virtual be sufficient for travel staff?

A116. Prefer in person interviews, depending on circumstance could be by phone

Q117.What are expectations from the agency if staff calls off?

A117. Attempt to file that spot

Q118. Will you please share the historical and/or incumbent rates for the requested services?

A118. **No, file a freedom of information act**

Q119. Will the award of each contract be based on the lowest price per service, or lowest price overall? For example, if Vendor 1 has the lowest price overall, but Vendor 2 has a lower price for RNs, specifically, would Vendor 2 be given preference?

A119. **Lowest price overall for the combined disciplines.**

Q120. Is there an incumbent vendor currently providing RN/LPN/HSW staffing services to WVVNF, and if so, can the incumbent's identity and current contract pricing be disclosed?

A120. **Yes and no.**

Q121. Is there an estimated annual contract value, historical spend, or budgeted amount for this staffing requirement that can be shared for proposal planning purposes?

A121. **No**

Q122. Since award is based on "lowest overall total cost", is that total by summing all six subtotals (weekday/weekend across the three Exhibit A Pricing Pages), or is each discipline (RN, LPN, HSW) evaluated and awarded independently?

A122. **Overall combined disciplines**

Q123. The two mandatory plans required with the bid (shift coverage plan and recruiting plan, Section 3.6) have no stated format or page limit-is there a preferred template, format, or page limit for these submissions?

A123. **No**

Q124. Should the Proof of Experience demonstrating 12+months operating a Direct Care Staffing organization (Section 3.1) be submitted with the bid, or can it be provided after bid opening but prior to award, per Instructions to Vendor 20?

A124. Yes

Q125. Since Shift differential, overtime, holiday pay, and Important Date pay are described as additives the Facility pays on top of the base hourly rate, should the Exhibit A rate reflect only the straight regular hourly rate, or an anticipated blended average?

A125. To be determined on the vendor's anticipated hourly base rate.

Q126. Will requests for bids (Section 5.1) be issued simultaneously to both awarded vendors for every staffing need, or will only the lowest-priced vendor receive first right of refusal on each request, per the progressive-award language in Section 5.3?

A126. Lowest first

Q127. Does WVCARES registration and 15-day eligibility requirement (Section 3.5) apply only to individual staff placed at the Facility, or must the Vendors business entity also complete a separate agency-level WVCARES registration?

A127. Just the staff.

Q128. Is there a required file format or naming convention for uploading the three completed Exhibit A Pricing Pages in wvOASIS, since they must be submitted together as a set?

A128. Yes, per Central Purchasing Guidelines.

Q129. Section: 4.1: This will be a multiple award contract. Contracts will be awarded to (2) Two Vendors. The Agency will request quotes from each Vendor as needed. The Agency shall then award the contract/purchase order to the lowest responsible bidders. The Agency shall reject any bid that fails to comply with the requirements contained in the agreement and request for bids.

Question: In the above referenced section, it states 2 Vendors will be awarded a contract. It then states the Agency will request quotes from the vendors. This

appears to be a prequalification bid so does that mean rates will not be requested until after the vendors are selected?

A129. **No, this is not a prequalification bid.**

Q130. Section 4.5: Vendors shall provide the Facility with information on each Agency Staff member prior to placement in the Facility and according to the state and federal standards. Any deviation from this requirement must be agreed to in writing by the Vendor and the Facility. These items will be provided at Vendor's cost and include but are not limited to: Additionally in Section 3.6 Vendors must provide the following documented plans with their bid response. 3.6.1 Plan for coverage of all shifts requested including weekends, holidays, call offs, and vacations. 3.6.2 Recruiting plan detailing how vendors plan to recruit nursing staff in the Clarksburg, WV area.

Question: Does the vendor attempting to staff the facility need to provide a list of staff to be prequalified?

A130. **NO**

Q131. Section 5.3: Award of Bids: The Facility shall award an Open-End contract/purchase order to the responsible bidders with the lowest overall total cost. This will be a progressive award contract with (2) Two vendors that respond to the bid request. Awards will be prioritized by lowest overall total cost. For example, if Vendor A (lowest bid) cannot meet the needs, the facility shall move to the next lowest bid (Vendor B) and so on.

Question: If the vendor is the lowest bidder but does not have the staff then how does this help staff the facility?

A. **None.**

Question: Are you looking for vendors who have staff or the lowest rate?

A. **Both**

Question: Are you going to pick the vendor with the most staff and then have them provide rates?

A. **No**

Question: If the agency does not plan on picking the vendor with the most staff and finds the facility struggling for staff at what point does and "so on and so on" take place?

A. **This is not a valid question.**

Question: Can you please describe how the "so on so on" will work?

A. **This is not a valid question**

Question: It states in this section "awards will be prioritized by lowest overall total cost." Will the lowest overall total cost be the total cost of all three disciplines combined or by lowest cost per discipline?

A. Three disciplines combined

Question: Are you selecting 2 vendors for the entire facility or 2 vendors per each discipline as currently in place?

A. 2 vendors for the entire facility

Q132. Section 5. Award and Requests for Bids: 5.1 Requests for Bids: All Vendors will be sent requests for bids when services are needed. The request for bids will contain the following: 5.1.1 Whether PRN or Term contract:

Question: Will the Vendor be able to have the option of both PRN staff and Term Contract Staff? Question: How long will the term contract be? Question: Does the term contract have an hour requirement?

A. Can have both PRN and Term contract.

The contract length will be agreed upon by the agency and facility, but typically 13 week contract with option of renewal if facility wishes. Would be for at least 36 hours a week.

Q133. 5.1.4 Pricing Page to be completed by the vendor:

Question: Is this after the vendor has been selected as a prequalified vendor?

A. This is not a bid for prequalified vendors

Q134. Exhibit A RN Pricing Page: Exhibit A LPN Pricing Page: Exhibit A HSWs Pricing Page: Dates state that pricing is good from September 14, 2026-September 13,2027.

Question: Do the rates only last 1 year and then the 2 prequalified vendors will resubmit rates after the 1st year?

A. Specifications and Terms and Conditions state, One year initial contract with three (3) renewals

Q135.Section: 4.7.4: Complete an orientation packet or attend Facility orientation, PCC Training and Administration Training as part of orientation.

Question: Will staff have the option to do packets for orientation vs. in person?

A. No, in person is required.

Q136.4.10.3 3 Call-offs during orientation are inexcusable except in the event of COVID or extreme emergency. Vendors must advise their staff NOT to call off during orientation.

Question: What happens if they call off during orientation what is the protocol?

A. **Depends on the reason because if they are sick we do not want them at the facility to cause others to be ill. So they can make up the day they missed or can return to the next orientation.**

Q137.4.14.4 All Staffing Agency's employees must attend mandatory meetings and in-services. If staff miss two (2) or more meetings per aggregate 12-month period, they may be told not to return to the Facility.

Question: Will these meetings be scheduled at least 30 days in advance? Will nightshift offered a reasonable option to attend? Will staff who are already scheduled off for vacation be accommodated? Will they receive at least 2 hours of pay?

A. **No they will not be scheduled 30 days in advance, the facility attempts to give as much notice as possible, although issues arise and meetings have to be held quickly at times. There will be time that nightshift can attend. Staff scheduled on vacations can contact administration upon return to address any meetings missed. They will be paid for the time in the meeting.**

Q138.4.15.5 Should Staffing Agency's employee(s) call off on or be unable to work a scheduled working weekend day or days, Staffing Agency's employee(s) will be scheduled to work an extra weekend day or days on the next schedule.

Question: How will this be tracked and what happens if they aren't available another weekend due to other factors?

A. **To be determined**

Q139.4.28 All vendor staff must work at a minimum one (3) days every thirty (30) days to remain eligible for PRN status with the facility.

Question: Are PRN staff required to work so many weekend shifts or just 3 shifts total? What about holidays?

A. **If staff work 2 or more days a week they are required to work weeks and holidays. Staff are PRN because they are not guaranteed hours, but most work full time hours.**

Q140. Can our company get WVCARES registration done after award?

A140. **WVCARES are done when submitting candidates for positions**

Q141. What licenses, permits, and certifications are required in the performance of this contract?

A141. **As stated in the specifications**

Q142. In experience what kind of proof do we need to provide?

A142. **As stated in the specifications**

Q143. Is there a required response time for emergency staffing requests outside normal business hours?

A143. **Do not typically contact agencies outside normal business hours, facility staff contact staff members to fill open spots, for call offs, NCNS, etc**

End of questions.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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)

☒ XXX Addendum No. 1	☐ Addendum No. 6
☐ Addendum No. 2	☐ Addendum No. 7
☐ Addendum No. 3	☐ Addendum No. 8
☐ Addendum No. 4	☐ Addendum No. 9
☐ Addendum No. 5	☐ 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 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.

Ultimatecare Management, LLC _____
Company

Mike Poursasidi

Authorized Signature

8/24/2026
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

3. **PRE-BID MEETING:** The item identified below shall apply to this Solicitation.

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

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

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions **must be submitted on or before the date listed below and to the address listed below to be considered.** A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline:

Submit Questions to:

2019 Washington Street, East Charleston, WV 25305

Fax: (304) 558-3970

Email:

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

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

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

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East

Charleston, WV 25305-0130

Fax: 304-558-3970

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery or via delivery by mail).

Bid Opening Date and Time:

Bid Opening Location:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

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

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

10. **ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand **shall** clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items **may** be grounds for rejection of a Vendor's bid.

[] This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

12. **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.

13. **UNIT PRICE:** Unit prices **shall** prevail in cases of a discrepancy in the Vendor's bid.

14. **PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors.

16. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.7.

17. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

18. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. **WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. **EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

22. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that **shall** form the basis of a contractual agreement. **Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid.** Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

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

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

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

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

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

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

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

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute 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.

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☐ **Commercial General Liability Insurance** in at least an amount of: _____ per occurrence.

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

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

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

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

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

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

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

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

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.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

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.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

[] Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

[] Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open 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.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

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

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. BONDS: The following bonds must be submitted:

- ☐ **BID BOND:** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. **THE BID BOND MUST BE SUBMITTED WITH THE BID OR VENDOR'S BID WILL BE DISQUALIFIED.**
- ☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- ☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)

At a minimum, all construction projects require a bid bond, performance bond, and labor/material payment bond. Failure on the part of the state of West Virginia to checkmark the required bonds above does not relieve the vendor from the legal requirement of providing these bonds.

In lieu of the Bid Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

3. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

5. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

6. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

7. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

8. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term “construction project” means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term “construction project” does not include temporary or emergency repairs;

(2) The term “employee” means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term “employee” does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term “employer” means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term “local labor market” means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term “public improvement” includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

9. DAVIS-BACON AND RELATED ACT WAGE RATES:

☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.

☐ The work performed under this contract is not subject to Davis-Bacon wage rates.

10. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review.

If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

i. Bidder's name

ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

i. The subcontractor listed in the original bid has filed for bankruptcy;

ii. The subcontractor in the original bid has been debarred or suspended; or

iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: _____

☐ Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary

**ADDITIONAL TERMS AND CONDITIONS
(Architectural and Engineering Contracts Only)**

1. PLAN AND DRAWING DISTRIBUTION: All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.

3. PRE-BID MEETING RESPONSIBILITIES: The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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

(Printed Name and Title) _____

(Address) _____

(Phone Number) / (Fax Number) _____

(email address) _____

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

(Company)

Mike Poursacidi

(Signature of Authorized Representative)

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

(Phone Number) (Fax Number)

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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)

- | | |
|---|--|
| ☐ Addendum No. 1 | ☐ Addendum No. 6 |
| ☐ Addendum No. 2 | ☐ Addendum No. 7 |
| ☐ Addendum No. 3 | ☐ Addendum No. 8 |
| ☐ Addendum No. 4 | ☐ Addendum No. 9 |
| ☐ Addendum No. 5 | ☐ 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 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.

Company

Mike Poursacidi

Authorized Signature

Date

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