



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

State of West Virginia Master Agreement

Order Date: 12-13-2022

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0613 9905 VNF23000001D 1	Procurement Folder:	1147653
Document Name:	Prequalified Vendors for Direct Care Staffing Service	Reason for Modification:	
Document Description:	Prequalified Vendors for Direct Care Nurse Staffing Services		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2023-01-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-12-31

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000109245 JAYKAY INC PO BOX 577 TAVARES FL 32778 US Vendor Contact Phone: 352-504-4058 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Peggy L Alexander Requestor Phone: (304) 626-1600 Requestor Email: peggy.l.alexander@wv.gov 23 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV 26301 US	VETERAN'S NURSING FACILITY 1 FREEDOMS WAY CLARKSBURG WV 26301 US

1-5-23 BAX

Purchasing Division's File Copy

Total Order Amount:

Open End

ENTERED

PURCHASING DIVISION AUTHORIZATION
DATE: 12/13/22
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: 1/10/2023
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
DATE: 1/10/2023
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The Vendor, Jay Kay, Inc., has been prequalified and agrees to enter with the West Virginia Veterans Nursing Facility (WVNF) of Clarksburg, into an open-end contract to provide Direct Care Staffing Services (Nursing: RN, LPN, HSW) at the WV Veterans Nursing Facility located at 1 Freedom's Way.

This contract establishes Jay Kay, Inc., as a prequalified bidder for the which the nurse staffing needs of the WV Veterans Nursing Facility of Clarksburg. At the time of need, the WVNF shall request pricing from all prequalified bidders for the quantity, skill level, and duration of the specific nurse staffing need. At which time all vendors that have been prequalified will submit pricing to be valid and fixed for the period of time stated by the facility. Once all bids have been received the facility will determine the lowest bids in progression to the highest to establish the order for which the vendors will be given the opportunity to provide staffing needs as per the specifications, terms and conditions, bid requirements, Addendum No. 1 issued 10/18/2022 and the Vendor's submitted and accepted qualifications dated 10/19/2022 incorporated herein by reference and made apart hereof. See attached.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	85101601				0.000000
	Service From	Service To			

Commodity Line Description: Registered Nurse (RN)

Extended Description:

Registered Nurse (RN) to be billed using Delivery Order

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	85101601				0.000000
	Service From	Service To			

Commodity Line Description: Licensed Practical Nurse (LPN)

Extended Description:

Licensed Practical Nurse (LPN) to be billed using Delivery Order

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	85101601				0.000000
	Service From	Service To			

Commodity Line Description: Health Service Worker (HSW)

Extended Description:

Health Service Worker (HSW) to be billed using Delivery Order

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 n/a), 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 Two (2) 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 specified in the Specifications for Prequalified Vendors

☐☐☐

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 cancellation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

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

☒ **Automobile Liability Insurance** in at least an amount of: \$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

☐ currence.

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

☒ Certificate Holder to Read: WV Veterans Facility
1 Freedom Way
Clarksburg, WV 26301

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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.b.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revised 09/12/2022

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

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

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

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Printed Name and Title) Nancy Malika

(Address) 2058 Classique Lane, Tavares FL 32778

(Phone Number) / (Fax Number) 800-442-5441 Ext 122 Fax 800-805-9016

(email address) Nmalika@Jaykaymedicalstaffing.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

JayKay Services Incorporated (JayKay Medical Staffing)

(Company)

Nancy Malika

(Signature of Authorized Representative)

Nancy Malika Procurement Manager

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

800-442-5441 Ext. 122 Fax 800-805-9016

(Phone Number) (Fax Number)

Nmalika@Jaykaymedicalstaffing.com

(Email Address)

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

PREQUALIFICATION AGREEMENT SPECIFICATIONS

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

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

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.

- 2.1 **“ADON”** means Assistant Director of Nursing.
- 2.2 **“Agency Staff” or “Nursing Staff” or “Healthcare Professionals”** means RN’s, LPN’s and/or HSW’s (aka, CNA’s)
- 2.3 **“Breaks”** means lunch or rest periods as defined by the Fair Labor Standards Act. All shifts worked eight (8) hours or more will include a thirty (30) minute lunch break and two (2) fifteen-minute breaks. Thus, standard twelve (12) hour shifts will consist of eleven (11) worked/billable hours, a (30) minute paid lunch break, and two paid (15) minute breaks.
- 2.4 **“CNA”** means Certified Nursing Assistant (aka, HSW’s).
- 2.5 **“Contract Item”** means the list of items identified in Section 4 below.
- 2.6 **“Delegated Prequalification Bidding”** means the Agency will obtain bids from the Prequalified Vendor as needed.
- 2.7 **“DON”** means Director of Nursing.
- 2.8 **“Facility or Agency or WVVNF”** means the WV Veterans Nursing Facility located at 1 Freedom Way Clarksburg, WV 26301
- 2.9 **“Healthcare Professionals” “Agency Staff” or “Nursing Staff”** means RN’s, LPN’s and/or HSW’s (aka, CNA’s)
- 2.10 **“Holidays”** means those days the Facility recognizes as holidays and as defined in Section 4.32 below. Shift differential, when applicable, shall not be increased for holiday or important day rates.
- 2.11 **“HSW”** means Health Services Worker. All HSW’s must be CNA’s.

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Direct Care Staffing Services

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

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- 2.27 **“Twelve (12) Panel Drug Screen”** means a drug test for the presence of Amphetamines, Barbiturates, Benzodiazepines, Buprenorphine, Cocaine, Ecstasy/MDMA, Methamphetamines, Methadone, Opiates, Phencyclidine (PCP), and Propoxyphene, and THC.
- 2.28 **“Weekend”** means the hours between Saturday at 12:01 a.m. and Sunday at midnight.
- 2.29 **“Work Week”** means the seven (7) day period beginning on Saturday at 12:01 a.m. and ending the following Friday at midnight.
- 2.30 **“WV Cares”** means the West Virginia Clearance for Access: Registry and Employment Screening administrated by the WV Department of Health and Human Resources (DHHR) to conduct background checks on all prospective direct patient access employees.
- 2.31 **“Vendor or Staffing Agency”** means the prospective Vendor. Contracts may only be awarded to Prequalified Vendors, and only after the delegated bidding process.
- 3. VENDOR QUALIFICATIONS:** Vendor(s) must have the following minimum qualifications. Copies of licenses and/or certifications must be submitted to the Director of Nursing prior to Vendor’s staff being placed in the facility for work.
- 3.1 Vendor shall have at least twelve (12) months experience in operating a Direct Care Staffing organization. Proof of this experience should be furnished with each bid but must be provided prior to award.
- 3.2 Vendor shall conduct business during normal working hours and be accessible twenty-four (24) hours a day, seven (7) days a week, including Holidays and Weekends to respond to staffing issues, emergency requests and/or complaints.
- 3.3 Vendor must have knowledge of and comply with Federal and West Virginia laws, regulations, and rules for the provisions of Direct Care staff in Long-Term Care Facilities.
- 3.4 Vendor must possess all licenses, permits and certifications that are required in the performance of this contract prior to the start date of service.
- 3.5 All vendors are required to be registered with WVCARES (WV Clearance for Access: Registry & Employment Screening) through the WVDHHR (WV Department of Health and Human Resources) to complete the eligibility requirements for employment in Long Term Care. Each vendor must be set up to complete the eligibility process within 15 days of being awarded the contract.

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

3.6 Vendors must provide the following documented plans with their response to the Request for Prequalification of Vendors:

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

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

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

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

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

4.3 Prequalified vendors shall provide Nursing Staff as requested by the Facility to be compatible with the needs of the Facility. These needs may be hourly, daily, weekly, monthly, or annual needs, and shall include weekends and holidays. (“PRN”). Assignments may also be for specified periods of time as agreed upon in writing by the Facility and the vendor, for example, a 13-week contract (“term”). The requests for bids are further described in Section 5 below.

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

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

4.5.1 Background check through WV Cares

4.5.2 Twelve-panel drug screening

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

4.5.4 CPR Certification

4.5.5 Confidentiality agreement

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- 4.5.6 WV Food Handlers Card
- 4.5.7 Other documents as requested, such as current physical examination, immunization records, and licensure confirmation.
- 4.6 Prequalified vendors will ensure that no staff submitted for assignment under this agreement will have been investigated and substantiated by an applicable licensure body or agency or currently subject to discharge results from an investigation by the Board of Nursing.
- 4.7 Prequalified vendors shall ensure the following regarding the staff to be provided:
 - 4.7.1 Has completed the required training and education.
 - 4.7.2 Possess a current valid certification and/or professional license with the State of West Virginia.
 - 4.7.3 Meet current Agency immunization requirements for purified protein derivative (PPD) and Hepatitis B Series by providing copies of the results of these immunizations.
 - 4.7.4 Complete an orientation packet or attend Facility orientation, PCC Training and Administration Training as part of orientation.
- 4.8 Prequalified vendors must provide all Nursing Staff paperwork to the Facility and receive approval from the Facility before any Nursing Staff arrives at the Facility for orientation.
- 4.9 Prequalified vendors shall ensure that all staff participate in competency assessments which includes age-specific and cultural competencies for residents as provided by the facility as part of orientation or training and comply with its ongoing training programs.
- 4.10 All Agency Staff are required to have 30 hours of Alzheimer's Training, provided by the Facility. Thereafter, employees must also complete eight (8) hours of Alzheimer's training as an annual recertification requirement.
- 4.11 Hours spent in orientation and training as required by the Facility shall be paid by the Facility at normal hourly rates, but only if the following requirements are met:
 - 4.11.1 Agency Staff must work at least two (2) full shifts, or 24 hours, within 10 days following training.
 - 4.11.2 If Agency Staff does not work at least 24 hours in the 10 days following training/orientation, the vendor will not be paid for Agency Staff's hours spent in training/orientation.

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- 4.11.3 Call-offs during orientation are inexcusable except in the event of COVID or extreme emergency. Vendors must advise their staff NOT to call off during orientation.
- 4.12 Prequalified vendors acknowledges that all Staffing Agency employees will be required to participate in food service work during mealtimes. All Staffing Agency employees must have, and keep current, a **WV Food Handlers Card**. The cost of such will not be paid by the Facility.
- 4.13 Prequalified vendors acknowledge that for shifts that occur during the change to and from Daylight Saving Time:
 - 4.13.1 With the ending of standard time and the beginning of Daylight-Savings Time, Agency Staff on duty when Daylight-Saving Time goes into effect will have their shifts reduced by one hour. Agency Staff will be paid for the number of hours worked.
 - 4.13.2 With the ending of Daylight-Savings Time and the return to Standard Time, Agency Staff on duty when Standard Time goes into effect will work and be paid for an extra hour during their normal shift, only if that extra hour is actually worked. Staff may be entitled to overtime based on total hours worked for the week.
- 4.14 Prequalified vendors shall ensure that in the event of a Pandemic, that contract staff do not work in multiple healthcare facilities during the same time period. Any individual not following this rule may be told not to return to the Facility.
- 4.15 Prequalified vendors employee conduct: In an effort to curb issues of non-compliance, Staffing Agency must advise their employees upon hire, and repeatedly as deemed necessary, of all policies and procedures of the Facility, including but not limited to the following:
 - 4.15.1 No Call No Shows: Any individual not showing up to work a scheduled shift and/or not calling in at least 2 hours in advance may be told not to return to the Facility.
 - 4.15.2 Doctor's Excuse Required: Any individual calling off more than 3 times per aggregate 12-month period will require a written doctor's excuse for any absence after the third call-off. Any individual failing to comply may be asked not to return to the Facility.
 - 4.15.3 Socializing/Dating: Staffing Agency employees who are dating another employee, whether from another Staffing Agency or otherwise, must refrain from excessive socializing during working hours. They must be reminded

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they are here to work. All employees must complete their assigned duties and are not here to socialize. Any employee failing to comply may be asked not to return to the Facility.

- 4.15.4 All Staffing Agency's employees must attend mandatory meetings and in-services. If staff miss two (2) or more meetings per aggregate 12-month period, they may be told not to return to the Facility.
- 4.15.5 Should Staffing Agency's employee(s) call off on or be unable to work a scheduled working weekend day or days, Staffing Agency's employee(s) will be scheduled to work an extra weekend day or days on the next schedule.
- 4.15.6 Should Staffing Agency's employee(s) call off or be unable to work a scheduled working holiday, Staffing Agency's employee(s) will be scheduled to work on the next available holiday.
- 4.16 If the Facility requests an LPN but the Staffing Agency provides an RN to cover the request, the Facility shall only be responsible for payment of the established LPN rate unless otherwise agreed in writing. The same applies should an LPN or RN cover for an HSW.
 - 4.16.1 Substitution of an LPN for an RN will not be allowed.
 - 4.16.2 Substitution of a HSW for an LPN will not be allowed.
 - 4.16.3 Facility may at times request an RN to cover an LPN or HSW shift and will pay the RN rate for such request when agreed in writing.
 - 4.16.4 Facility may at times request an LPN to cover a HSW shift and will pay the LPN rate for such request when agreed in writing.
- 4.17 Vendor will agree to provide required number of staff needed for a shift and/or assignment at least two (2) hours prior to the start of the shift or assignment period.
- 4.18 If an Agency Staff member calls off, that staffing agency must make every possible effort to fill the shift with another Agency Staff member.
- 4.19 All Agency Staff must adhere to the policies and procedures of our facility, including attendance, tardiness, and mandating. Facility will discipline staff per our policy and procedures. All disciplinary actions given by the facility will be sent to the staffing agency.

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- 4.20 Agency Staff will be given work assignments based on the Facility's needs. Agency Staff may not change their work assignments unless approved by the DON, ADON or RN Supervisor.
- 4.21 Vendor must provide a list of all Nursing Staff actively employed at the Facility on a quarterly basis. List will include updated names and phone numbers.
- 4.22 Vendor must provide an updated personnel file for each Agency Staff member at least annually or upon request by the Facility.
- 4.23 Agency Staff timesheets must be sent to the Vendor each week by 10:00am on Wednesday. Timesheet dates will be totaled from Saturday to Friday. All missing punches must be turned in to the WV Veterans Nursing Facility by 4:00 p.m. Monday for the previous week. If a missing punch is late, it will not be sent to the Vendor until the following pay week.
- 4.24 All Agency Staff must follow the policy and procedures for punching in and out when leaving the building. This policy will be discussed during orientation.
- 4.25 Agency Staff calling off must phone the facility and must speak to the RN Supervisor and call their staffing agency at least two (2) hours prior to their scheduled shift. Voicemails are not acceptable.
- 4.26 Employees are to follow the chain of command set forth at our facility. Any issues must be addressed first to the LPN, then RN supervisor, then RN unit manager, then the ADON and DON.
- 4.27 Agency Staff will work four (4) weekend shifts and one (1) Friday per month with a Staffing Agency rotation schedule. Weekend shifts include Day Shifts Saturday and Sunday and Night Shifts Friday, Saturday, and Sunday.
- 4.28 WVVNF does not honor any restrictions on lifting or hours for contracted staff. If nursing staff have lifting or hour restrictions, Vendor may not schedule them to work.
- 4.29 Holidays paid include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
 - 4.29.1 Vendor employees cannot call off the day before or the day after Holiday paid time. Vendor employees calling off the day before or the day after a paid Holiday may be required to forfeit their Holiday Pay.
 - 4.29.2 The pay rate for hours worked on a paid Holiday will be twice the regular rate (double time) for up to 8 hours worked on the paid holiday, beginning at 12:01 A.M. on the paid holiday.

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- 4.29.2.1 For clarification and example, staff working from 7 a.m. to 7 p.m. on a Holiday with a regular rate of \$25 per hour will be paid 8 hours at \$50 per hour plus 4 hours at \$25 per hour.
 - 4.29.3 Agency Staff must be provided on Holidays with a rotation schedule to be provided by the Vendor at least one month prior to the date.
- 4.30 Other important dates will include Easter Sunday, Mother's Day, Father's Day, Christmas Eve, New Year's Eve, Veterans Day, and Black Friday.
 - 4.30.1 Vendor employees cannot call off the day before or the day after Important Date paid time. Vendor employees calling off the day before or the day after a paid Important Date may be required to forfeit their Important Date Pay.
 - 4.30.2 The pay rate for hours worked on a paid Important Date will be one and a half times the regular rate (1 ½ times) for up to 8 hours worked on the other important date, beginning at 12:01 A.M. on the other important date.
 - 4.30.2.1 For clarification and example, staff working from 7 a.m. to 7 p.m. on Other Important Date with a regular rate of \$25 per hour will be paid 8 hours at \$37.50 per hour plus 4 hours at \$25 per hour.
 - 4.30.3 Agency Staff must be provided on Other Important Dates with a rotation schedule to be provided by the Vendor at least one month prior to the date.
- 4.31 The Facility will not allow any previous employee who was dismissed for disciplinary or performance reasons by a state facility or office to return and work through any Staffing Agency.
- 4.32 The Facility agrees to pay overtime for hours worked over forty (40) hours per work week at one-and-a-half (1 ½) times the regular rate.
- 4.33 The Facility may cancel any shift and will notify the Vendor of such cancellation no less than two (2) hours prior to the scheduled start of the shift.
- 4.34 Any Nursing Staff wishing to trade shifts with another nurse or offering to cover a shift for a state employed nurse, must make such requests through the Vendor. Agency staff may not work any shift that has not been approved by the Vendor and/or the Facility.

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4.35 Registered Nurses:

- 4.35.1 RN's must hold a valid WV Registered Nurse License.
- 4.35.2 RN's must be licensed and is good standing with the West Virginia Board of Nurses.
- 4.35.3 RN's must have a current Cardiopulmonary Resuscitation (CPR) Card.
- 4.35.4 RN's must possess a current and valid Food Handlers Card. All vendor staff will be required to assist with meal pass.
- 4.35.5 RN's could oversee the work of other RN's, LPN's and/or HSW's, as assigned.
- 4.35.6 RN's must participate in Interdisciplinary Care Plan Team Meetings to develop Individualized Care/Treatment Plans, direct consultations, receive and give recommendations to and from other disciplines to maximize care of residents.
- 4.35.7 RN's must administer medications as prescribed by treating Physician(s).
- 4.35.8 RN's must ensure timely documentation into resident's electronic medical records, per the policies and procedures and common practice of the facility, this will be discussed in extended detail during the facility orientation.
- 4.35.9 RN's must oversee all medical related emergencies.
- 4.35.10 RN's will provide for the emotional and physical comfort and safety of the residents.
- 4.35.11 RN's must respond to inquiries of family members, advocates and other interested parties, ensuring adherence to the State and Federal Confidentiality Laws, and the HIPPA Regulations.
- 4.35.12 RN's must adhere to the mandatory overtime policy and guidelines set by the facility.
- 4.35.13 New graduates will have an extended orientation with an RN Supervisor

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4.36 Licensed Practical Nurses:

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

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4.37 Health Service Workers:

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

5. PREQUALIFICATION AWARD AND REQUESTS FOR BIDS:

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

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

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

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

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

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

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

10. VENDOR DEFAULT:

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

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

11. MISCELLANEOUS:

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

- 11.2. Emergency Contact:** Prequalified vendors must designate and maintain an emergency contact responsible for any staffing issues that may arise outside of normal business hours. The emergency contact number must be answered or responded to within 2 hours on any given day or time, including weekends or holidays. Prequalified vendors shall supply its emergency contact information upon request.



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

State of West Virginia
Centralized Request for Quote

Proc Folder: 1120188

Doc Description: Prequalification of Vendors for DCSS

Reason for Modification:

Addendum No. 1

Proc Type: Central Master Agreement

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

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

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

**Vendor
Signature X**

FEIN#

DATE

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

ADDITIONAL INFORMATION

Addendum No. 1

To publish responses to vendor technical questions, see attached.

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

No other changes.

INVOICE TODIVISION OF VETERANS
AFFAIRS
1 FREEDOMS WAYCLARKSBURG
US

WV

SHIP TOVETERAN'S NURSING
FACILITY
1 FREEDOMS WAYCLARKSBURG
US

WV

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

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

85101601

Extended Description:

Prequalification of Vendors for Direct Care Staffing Service

SCHEDULE OF EVENTS

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

SOLICITATION NUMBER: CRFQ VNF2300000004
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ VNF2300000004 to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ To respond to technical questions
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Additional Documentation:

1. To respond to vendor technical questions, see attached.
2. Bid opening date and time remains October 27, 2022, at 1:30 pm
3. No other changes.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

CRFQ 0613 VNF2300000004

DCSS Prequalification Bid

Addendum 1 - Questions & Responses

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

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

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

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

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

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

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

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

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

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

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

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

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

END OF ADDENDUM 1 – QUESTIONS & ANSWERS

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ VNF2300000004

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| ☒ 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 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.

JAYKAY MEDICAL STAFFING

Company



Authorized Signature

10/19/2022

Date

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