



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

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 170102

Procurement Type: Central Master Agreement

Vendor ID: VS0000002170

Legal Name: CELL STAFF LLC

Alias/DBA:

Total Bid: \$63,750.00

Response Date: 01/27/2016

Response Time: 11:06

SO Doc Code: CRFQ

SO Dept: 0403

SO Doc ID: DBS1600000004

Published Date: 1/12/16

Close Date: 1/27/16

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum #1 Physical Therapy Services at the WVSDB

Total of Header Attachments: 0

Total of All Attachments: 0



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

State of West Virginia
Solicitation Response

Proc Folder : 170102

Solicitation Description : Addendum #1 Physical Therapy Services at the WVSDB

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2016-01-27 13:30:00	SR 0403 ESR01271600000003178	1

VENDOR

VS0000002170
CELL STAFF LLC

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers
(304) 558-2063
michelle.l.childers@wv.gov

Signature X	FEIN #	DATE
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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	Physical Therapy Services				\$63,750.00

Comm Code	Manufacturer	Specification	Model #
85122101			

Extended Description :	Educational Advisory Services
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STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Cell Staff, Inc

Authorized Signature: [Signature]

Date: 1/27/2016

State of Florida

County of Hillsborough, to-wit:

Taken, subscribed, and sworn to before me this 27 day of January, 2016

My Commission expires 3-5, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



Purchasing Affidavit (Revised 08/01/2015)



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

State of West Virginia
Request for Quotation

Proc Folder: 170102

Doc Description: Physical Therapy Services at the WVSD

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-01-04	2016-01-27 13:30:00	CRFQ 0403 DBS1600000004	1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number: (855) 561-1715

Cell Staff
1715 N. Westshore Blvd
Suite 410
Tampa, FL 33607

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers
(304) 558-2063
michelle.l.childers@wv.gov

Signature X

FEIN #

46-4652038

DATE

1/27/2016

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

ADDITIONAL INFORMATION:

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Schools for the Deaf and the Blind (WVSDb), to establish an Open-End contract for Physical Therapy Services per the bid requirements, specification and terms and conditions as attached.

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE SCHOOL FOR THE DEAF & BLIND 301 EAST MAIN ST		CENTRAL SUPPLY SCHOOL FOR THE DEAF & BLIND 301 EAST MAIN ST	
ROMNEY	WV26757-1894	ROMNEY	WV 26757-1894
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Physical Therapy Services	750	HR	See Pricing Sheet	

Comm Code	Manufacturer	Specification	Model #
85122101			

Extended Description :
Educational Advisory Services

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Vendor Question Deadline @10:00 A.M.	2016-01-11

DBS1600000004	Document Phase Final	Document Description Physical Therapy Services at t he WVSDB	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
Request for Quotation

Proc Folder: 170102

Doc Description: Addendum #1 Physical Therapy Services at the WVSDB

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-01-12	2016-01-27 13:30:00	CRFQ 0403 DBS1600000004	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number: (855) 561-1715

Cell Staff
1715 N. Westshore Blvd
Suite 410
Tampa, FL 33607

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers
(304) 558-2063
michelle.l.childers@wv.gov

Signature X

FEIN #

46-4652038

DATE

1/27/2016

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

ADDITIONAL INFORMATION:

Addendum #1

Issued to provide technical questions and responses.

End of Addendum #1

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE SCHOOL FOR THE DEAF & BLIND 301 EAST MAIN ST		CENTRAL SUPPLY SCHOOL FOR THE DEAF & BLIND 301 EAST MAIN ST	
ROMNEY	WV26757-1894	ROMNEY	WV 26757-1894
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Physical Therapy Services	750	HR	See Pricing Sheet	

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Educational Advisory Services

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Vendor Question Deadline @10:00 A.M.	2016-01-11

DBS1600000004	Document Phase Final	Document Description Addendum #1 Physical Therapy Services at the WVSDB	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

**WV Schools for the Deaf and Blind
Physical Therapy Services
Exhibit A**

Item #	Description	Unit of Measure	Unit Cost	Estimated Qty.	Extended Cost
1	Physical Therapy Services	Per Hour	\$85.00	750	\$63,750.00

TOTAL BID AMOUNT \$63,750.00

Bidder / Vendor Information:

Name: Cell Staff, llc
Address: 1715 N Westshore Blvd, Suite 410
Tampa, FL 33607
Phone# : (855) 561-1715
Email Address: Bids@cellstaff.com

Authorized Signature: 
Grant Hargis, Director of Operations

****Estimated quantities are for bidding purposes only, more or less may be purchased by the agency.****

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation 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 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 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.

Cell Staff, LLC
(Company)

Grant Hargis; Grant Hargis, Director of Operations
(Authorized Signature) (Representative Name, Title)

855-561-1713 / 813-433-5159 / 11/27/2016
(Phone Number) (Fax Number) (Date)

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. Application is made for 2.5% vendor preference for the reason checked:

- ☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
☐ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
☐ Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,
☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. Application is made for 2.5% vendor preference for the reason checked:

- ☐ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. Application is made for 2.5% vendor preference for the reason checked:

- ☐ Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,

4. Application is made for 5% vendor preference for the reason checked:

- ☐ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- ☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- ☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

- ☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Cell Staff, LLC

Signed: Grant Harmon

Date: 1/27/2016

Title: Director of Operations

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

* No preference requested

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate: Cell Staff, LLC

Name of Agency: West Virginia Schools for the Deaf and the Blind

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

Medical Diagnosis

Treatment Plans

Medications in use

Past therapy treatment

Therapy and Medical results

Medical Records

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)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Cell Staff, LLC
Company
Grant H. H. H.
Authorized Signature
1/27/16
Date

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

Attachment A

References:

Reference #1 Name: Wisconsin School for the Deaf – Marla Walsh
Position: Principal
Address: 309 W Walworth Ave, Delevan, WI 53115-1099
Telephone Number: (262) 378-0114 / marla.walsh@wsd.k12.wi.us

Reference #2 Name: Wisconsin School for the Blind and Visually Impaired – Pete Dally
Position: Director
Address: 1700 West State Street, Janesville, WI, 53546-5344
Telephone Number: (608) 758-4925 / pete.dally@wcbvi.k12.wi.us

Reference #3 Name: Michigan School for the Deaf – Sonia Breed
Position: Human Resource Liaison
Address: 1235 W. Court Street Flint, MI 48503
Telephone Number: (810) 257-1427 / breeds@michigan.gov

REQUEST FOR QUOTATION
Physical Therapy Services

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of The West Virginia Schools for the Deaf and the Blind (WVSDB) to establish a Open –End contract for physical therapy services on the campus of the West Virginia Schools for the Deaf and the Blind, which is located in Romney, West Virginia.

Description: A physical therapist is needed to provide physical therapy services to approximately twenty (20) students at the West Virginia Schools for the Deaf and the Blind. Students are in grades pre-kindergarten through twelve. Successful vendor shall provide direct and consultative services in group and individual settings Monday thru Friday between the hours of: 08: 00 AM EST.to 08: 00 PM EST as scheduled during the school session of August through June. Therapist will follow the school calendar which is "Attachment B". It is anticipated that the current need for services will not exceed 720 hours for the year. There are no guarantees as to the number of students served. Numbers of students and needed hours of service may be higher or lower than projected and are subject to change throughout the life of the contract. School calendar is subject to change on a yearly basis.

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

- 2.1 "Contract Item" or "Contract Items" means the list of items identified in Section 3, Subsection 1 below.
- 2.2 "Pricing Section" means the pages, contained wvOASIS or attached hereto as Exhibit "A", upon which Vendor should list its proposed price for the Contract Services.
- 2.3 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.4 "Individualized Educational Plans (IEPs)" means a written document required for each child who is eligible to receive special education services. It is provided to a student who has been determined first to have a disability and, second, to need special education services because of that disability. The IEP, the team that develops it, and what it must contain are governed by Part B of the Individuals with Disabilities Education Act (IDEA) and amendments to it. The IEP provides information on children's current levels of performance and directs the special services and

REQUEST FOR QUOTATION
Physical Therapy Services

supports that are provided to students who have IEPs. It includes provisions for defining annual goals, evaluating progress, and formalizing what is to be a free and appropriate public education (FAPE) for the student with the disability.

3. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications: Vendor shall have the following minimum qualifications and should complete "Attachment A" to verify appropriate qualifications within the past five years. Exhibit should be submitted with bid response. This document may be required before an award of contract.

- 3.1. Successful vendor or vendor's representative should have five (5) or more years of experience working with deaf, hard-of-hearing, blind, visually impaired, and deaf-blind students in a school for the blind and a school for the deaf setting.
- 3.2. Successful vendor or vendor's representative must be a graduate of an accredited college/university program in physical therapy. Vendor should submit a copy of their Diploma with their submitted bid response. This information will be required before award of contract.
- 3.3. Successful vendor or vendor's representative must have current licensure as a physical therapist from the West Virginia Physical Therapy Licensure Board. Vendor should submit a copy of their License with their submitted bid response. This information will be required before award of contract.
- 3.4. Successful vendor or vendor's representative should have at least five years of experience writing, implementing and evaluating Individualized Educational Plans (IEPs) for blind, visually impaired, deaf, hard-of-hearing, and deaf-blind students.

REQUEST FOR QUOTATION
Physical Therapy Services

- 3.5. Successful vendor or vendor's representative should have five or more years of experience evaluating and assessing student's orthopedic, gross motor, and fine motor abilities and needs. Successful vendor must use evaluative means which are appropriate for the population of students being served.
- 3.6. Successful vendor or vendor's representative should have experience servicing a minimum of ten (10) blind, visually impaired, deaf, hard-of-hearing, and deaf-blind school age clients in a calendar years' time.
- 3.7. Successful vendor should be able to lift 80 lbs.
- 3.8. Successful vendor must be able to position students and perform physical therapy and exercises as dictated by the student's Individualized Educational Plans (IEPs).

4. MANDATORY REQUIREMENTS:

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

- 4.1.1. Successful vendor or vendor's representative shall complete evaluation reports and Individualized Educational Plans (IEPs) and submit said documents to the school's principal and IEP team at least ten (10) days prior to any IEP.
- 4.1.2. Successful vendor or vendor's representative must attend in person or by telephone IEP and Eligibility Committee meetings scheduled for each student the vendor serves.
- 4.1.3. Successful vendor or vendor's representative must provide consultation to the classroom teachers at the West Virginia Schools for the Deaf and the Blind.
- 4.1.4. Successful vendor or vendor's representative shall have or obtain sign language skills that will enable the vendor to adequately communicate with the deaf and hard-of-hearing students served.

REQUEST FOR QUOTATION
Physical Therapy Services

- 4.1.5. Utilizing the evaluation reports and Individualized Educational Plans (IEPs), successful vendor or vendor's representative is required to ensure that each student on his/her caseload receives the required minutes of physical therapy as mandated by the student's IEP.
- 4.1.6. Successful vendor or vendor's representative must keep accurate records of physical therapy services provided students and provide the school's Special Education Director with all documentation required to bill Medicaid for physical therapy services provided. The successful vendor shall submit Medicaid billing documentation at the end of each calendar month.
- 4.1.7. Successful vendor or vendor's representative must be available for work during the work week, (Monday thru Friday), on days/times mutually scheduled by the vendor and the school's Director of Special Education. Number of days/hours worked may vary depending on caseload and school/student needs.
- 4.1.8. Successful vendor is responsible for all costs, e.g., registrations, travel expenses, associated with any training, workshop, or conference which vendor or vendor's representative completes during the course of the contract.
- 4.1.9. Successful vendor must submit invoices for services provided on a monthly basis. All invoices are due no later than five (5) working days after the last work day of the month. Vendor should submit invoice that list dates of services and number of hours of services provided on that date. Additional back-up documentation may be required by school as needed.
- 4.1.10. Upon award of contract, the vendor's designated school contact/manager for the project will be the school's Director of Special Education, who may be reached at 304-822-4863.

REQUEST FOR QUOTATION
Physical Therapy Services

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Section.

5.2 Pricing Section: Vendor should complete the Pricing Section by stating the daily rate for services. Vendor should complete the Pricing Section in full, as failure to complete the Pricing Section in its entirety may result in Vendor's bid being disqualified. (No Exhibit "A" attached to capture bidding scenario)

Vendor should type or electronically enter the information into the Pricing Section to prevent errors in the evaluation.

6. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

7. PAYMENT: Agency shall pay flat daily rate as shown on the Pricing Section, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

8. TRAVEL: 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 flat fee listed on Vendor's 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:

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 replacement fee, if the cards or keys become lost or stolen.

9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

REQUEST FOR QUOTATION
Physical Therapy Services

9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

9.5. Vendor shall inform all staff of Agency'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.

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

10.2.1. Immediate cancellation of the Contract.

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

10.2.3. Any other remedies available in law or equity.

REQUEST FOR QUOTATION
Physical Therapy Services

11. MISCELLANEOUS:

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

Contract Manager: Grant Hargis
Vendor's Address: 1715 N Westshore Blvd, Ste 410
Tampa, FL 33607
Telephone Number: 855-561-1715
Fax Number: 813-433-5159
Email Address: Bids@cellstaff.com