



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](http://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](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 10

 List View

## General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 616302

Procurement Type: Central Master Agreement

Vendor ID: VS0000019789

Legal Name: Access Therapies, Inc

Alias/DBA: Access Therapies, Inc

Total Bid: \$135,200.00

Response Date: 09/30/2019

Response Time: 17:04

SO Doc Code: CRFQ

SO Dept: 0618

SO Doc ID: BVH200000006

Published Date: 9/16/19

Close Date: 10/1/19

Close Time: 13:30

Status: Closed

Solicitation Description: Temporary Registered Nurse

Total of Header Attachments: 10

Total of All Attachments: 10



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 616302  
**Solicitation Description :** Temporary Registered Nurse  
**Proc Type :** Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-10-01 13:30:00	SR 0618 ESR09301900000002109	1

<b>VENDOR</b>
VS0000019789 Access Therapies, Inc Access Therapies, Inc

**Solicitation Number:** CRFQ 0618 BVH2000000006

**Total Bid :** \$135,200.00      **Response Date:** 2019-09-30      **Response Time:** 17:04:43

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Stephanie L Gale  
 (304) 558-8801  
 stephanie.l.gale@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
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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	Temporary Registered Nurse	2080.00000	HOUR	\$65.000000	\$135,200.00

Comm Code	Manufacturer	Specification	Model #
85101601			

<b>Extended Description :</b>	Provide an RN for full time work See attached for specifications
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**Comments:** per hour price

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** 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 exceed 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: (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, 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: Access Therapies Inc

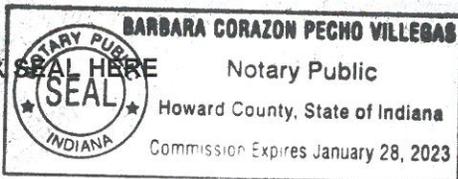
Authorized Signature: [Signature] Date: 09/30/2019

State of Indiana

County of Marion, to-wit:

Taken, subscribed, and sworn to before me this 30 day of September, 2019.

My Commission expires JAN 28, 2023, 20    .



NOTARY PUBLIC [Signature]  
BARBARA CORAZON VILLEGAS



## BUSINESS PROPOSAL

[anmol@accesstherapies.com](mailto:anmol@accesstherapies.com)

[www.AccessTherapies.com](http://www.AccessTherapies.com)

317-300-7419



## COMPANY OVERVIEW

Our Minority owned and certified company was founded in October 2004 with a primary focus on fulfilling staffing needs to various types of facilities and rehab centers.

We have received a response of satisfaction from our clients all across the nation. Our team of professionals has motivated us as a company to grow faster to better accommodate. Access Therapies consists of more than 200 therapist and Nurses.

Along with Private Healthcare Facilities (Hospitals, SNFs, Outpatient, Home Care and Correctional Facilities) Access Therapies is also fulfilling staffing needs for State Government and Federal Government Facilities

In order to fulfill staffing requirements all across the nation, Access Therapies primarily focuses on these types of assignments:

- Travel assignments
- Permanent placement
- Temporary to Permanent

At Access Therapies, our management & staffing department is comprised of highly qualified, experienced individuals who must meet stringent guidelines for licensed practice nationwide. Our staffing team primarily focuses on the placement of the disciplines:

- Physical Therapist
- Occupational Therapist
- Physical Therapist Assistant
- Occupational Therapist Assistant
- Speech Language Pathologist
- Registered Nurse
- Nurse Practitioner
- Licensed Practical Nurse



## Why should you use Access?

- Our Company is over 200 Therapists and Nurses strong.
- We will help ensure that you never have to worry about being short staffed due to our ability to fill any staffing needs instantly. We make sure that our client's needs are fulfilled in as little as 24-72 hours.
- We offer Professional Liability Insurance.
- We guarantee personalized, fast and prompt services.





## **OUR CORPORATE SUPPORT TEAM**

### **Eugene Garcia, Vice President of Marketing**

- 15 Years of Health Care Marketing
- 13 Years of Clinical Therapy Management

### **Happy Dhani, Vice President and COO**

- 21 Years of Experience in Staffing and Healthcare Management
- 4 Years of Public Accounting

### **Manuel Garcia, Vice President of Recruitment**

- 15 Years of Experience in Staffing and International Recruitment
- 29 Years of Customer Service and Management

### **Ramon Villegas, Director of HR and Staffing**

- 9 Years of Healthcare Staffing and Human Resources Management
- 19 Years of Public Relations and Customer Service



## **COMMITMENTS & QUALITY ASSURANCE**

Access Therapies Managers do regular evaluations on all employees to maintain consistent quality of care.

Come the end of the year Access Therapies will have over 230 Therapists and Nurses.

All Therapists are TJC & HIPPA compliant.

When necessary, credentials will be sent for periodic inspections assuring 100% compliance.



## SCREENING PROCESS

Since the start, Access Therapies has developed a highly effective recruiting practice and is very successful in the recruiting and maintaining of Therapists and Nurses.

Our employees have an average of 5 years or more of well-rounded experience and are often placed in a facility on long term contracts. More often than not they are extended beyond a year or more due to the high level of client satisfaction.

Each employee must meet stringent guidelines for employment that usually exceed state and client requirements.

### Screening Procedures

All Access Therapies health care staff must meet the following requirements:

**License Verification:** The employee's license/certification is verified, copied and kept on file in the local office.

**Certification:** A current C.P.R. card and a picture I.D. are copied and kept on file in the local office, as well as, any other certifications as required by our client facility.

**Skills Inventory:** A complete a comprehensive discipline related skills inventory that is kept on file and updated yearly.

**Drug-Free Work Place:** All employees sign a drug free work place policy and are randomly drug tested by state guidelines or client contract.

**Criminal Background Investigation:** All employees sign a Criminal Background Investigation Policy and are checked by state guidelines and/or client contract.

**Mandatory In-services:** A yearly review of Fire & Safety, Infection Control, Hazardous Wastes, HIPPA, and OSHA standards are required of all Access Therapies team members.

**Interviewing:** All applicants are interviewed by the Therapy Director/Manager. During the interview emphasis is placed upon work history, clinical expertise and a review of the exam. At this time, information and performance requirements are given to the applicant regarding



Access Therapies' policies and procedures, as well as, the policies and procedures of the institutions which we serve.

**References:** At least two references verifying work experience in clinical areas are required. No ACCESS employee will be placed without references. Telephone references, whenever available, are documented.

**Health/TB Test:** A Physician's statement is required verifying that the applicant has had a satisfactory medical examination including TB/chest X-ray within the past year. Other specific health requirements are handled on an individual basis, as directed by client or state health guidelines.

**Hepatitis B:** Each employee must have the Hepatitis B vaccination and boosters or have a signed declination.

**Placement and Orientation:** Assignment of an employee is made by our Therapy Director/Manager in conjunction with the Staffing Coordinators based on the skill and expertise of the individual and the needs of the institution. Emphasis is placed on continuity of service whenever possible. Orientation policies and procedures of the utilizing institutions are adhered to by Access Therapies team members. We provide the client with facility specific orientation.

**Evaluation:** Evaluations of Access Therapies' employees are done in the first two weeks and annually. All evaluations are completed by the Therapy Director/Quality Officer in consultation with the supervisory staff of the client/facility. This evaluation includes TJC age related criteria.

**Employee Files:** A complete and current file is kept on all employees including: application, license, certifications, test results, references, Physician's statement, medical history and any continuing education courses completed. An employee's file also contains appropriate documentation relative to the individual's identity and work authorization as required by USCIS policy.

**Continuing Education:** All Access Therapies employees are encouraged to participate in ongoing educational courses. Tuition assistance is provided. We work with clients to provide ongoing orientation.

**Personal Interview:** A personal interview is conducted by the Therapy Branch Manager.



## **STAFFING INTERFACING**

Access Therapies routinely communicates clear expectations to every employee of the company. We also develop measurable objectives and the tools to determine if the employees are meeting the expectations.

The two ways we measure performance are data and observation.

The tools we implement are measurable reports when available and when not available Supervisors and Managers observe the work and employee behavior.

We use three evaluation forms to provide employees with routine feedback and develop a work plan for continuous improvement.

The three forms we use are: Performance Improvement Form, Disciplinary Action Form, and Performance Appraisal Form



## **SOME OF OUR CLIENTS**

American Senior Communities

American Mobile Network

Supplemental Healthcare

Vizient Inc.

Select Medical

Focus 1 Solutions

Health Trust

Indiana Fitness Works

Healthcare Therapy Services

Bedford Correctional Facility – NY

AHSA

Indiana University Health

St. Vincent Health

Fayette Regional Hospital

Star Rehab Services

Rehab Care

Indiana Veteran Home

And Many More.....



## **State & Federal Facilities Served**

NORTHERN NAVAJO MEDICAL CENTER – VA AFFAIRS

FOUR CORNERS REGIONAL HEALTH CENTER – VA AFFAIRS

ROSEBUD HOSPITAL – VA AFFAIRS



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> McGowan Insurance Group, Inc. 355 Indiana Avenue Suite 200 Indianapolis IN 46204	<b>CONTACT NAME:</b> Kyle Hoffman <b>PHONE (A/C, No, Ext):</b> (317) 464-5000 <b>E-MAIL ADDRESS:</b> kyleh@mcgowaninc.com	<b>FAX (A/C, No):</b> (317) 464-5001	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Access Therapies, Inc 7345 Woodland Drive Suite E Indianapolis IN 46278	<b>INSURER A:</b> Continental Casualty Company		20443
	<b>INSURER B:</b> Cincinnati Insurance Company		10677
	<b>INSURER C:</b> Hartford Insurance		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** 18/19/20-ACC THERAPIES                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			6050462291	11/15/2018	11/15/2019	EACH OCCURRENCE	\$ 3,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input checked="" type="checkbox"/> Professional Liability						MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> Sexual/Physical Abuse						PERSONAL & ADV INJURY	\$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE	\$ 5,000,000
						PRODUCTS - COMP/OP AGG	\$ 5,000,000	
						Stop Gap	\$ 500,000	
B	<b>AUTOMOBILE LIABILITY</b>			ENP0229257	01/28/2019	01/28/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> AUTOS ONLY						Uninsured motorist	\$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			ENP0229257	01/28/2019	01/28/2020	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0							\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			36WEBN8509	12/31/2018	12/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Crime-Employee Dishonesty			6050462291	11/15/2018	11/15/2019	Limit	\$1,000,000
	Loss of Client Property						Limit	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following apply when required by written contract: General Liability Additional Insured per CNA71818XX (01-2016) on a Primary and Non-contributory basis per CNA71818XX (01-2016), Waiver of Subrogation per CNA71861XXC(01-2016); Automobile Liability Additional Insured per AA265 (01/2016) on a Primary and Non-Contributory basis per AA265 (01/2016) and Waiver of Subrogation per AA265 (01/2016); Workers Compensation/Employers Liability Waiver of Subrogation per form WC00 03 13. Umbrella policy is excess over policies on the underlying schedule, including but not limited to General Liability, Auto Liability and Employers Liability.

**CERTIFICATE HOLDER****CANCELLATION**

\*FOR INFORMATION PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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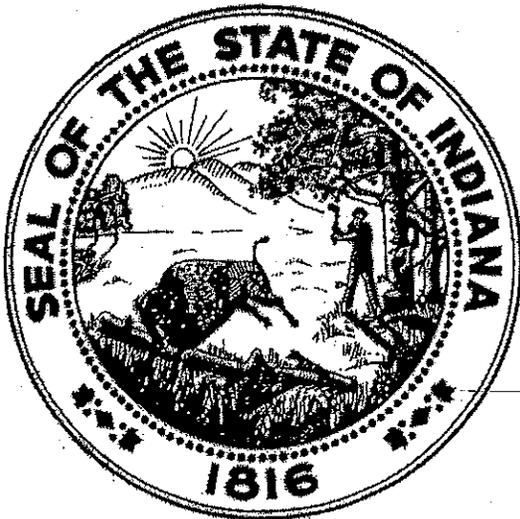
State of Indiana  
Office of the Secretary of State

CERTIFICATE OF INCORPORATION  
of  
ACCESS THERAPIES INC.

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, April 23, 2004.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, April 23, 2004.



A handwritten signature in black ink that reads "Todd Rokita".

TODD ROKITA,  
SECRETARY OF STATE

<http://www.INBiz.IN.gov>

## Business Details

[Print Entity Details](#)

Business Name: **ACCESS THERAPIES INC.** Business ID: **2004042700091**

Entity Type: **Domestic For-Profit Corporation** Business Status: **Active**

Creation Date: **04/23/2004** Inactive Date:

Principal Office Address: **7345 Woodland Dr., Suite B, INDIANAPOLIS, IN, 46278, USA** Expiration Date: **Perpetual**

Jurisdiction of Formation: **Indiana** Business Entity Report Due **04/30/2020** Date:

Years Due:

## Incorporators Information

Title	Name	Address
Incorporator	MANUEL GARCIA	8590 GEORGETOWN RD, STE B, INDIANAPOLIS, IN, 46268, USA
Incorporator	PRITHVI S DHANI	8590 GEORGETOWN RD, STE B, INDIANAPOLIS, IN, 46268, USA

Page 1 of 1, records 1 to 2 of 2

## Principal Information

Title	Name	Address
President	Prithvi S Dhani	5980 W 71st. Street, Suite B, Indianapolis, IN, 46278, USA
Vice President	MANUEL GARCIA	5980 W 71st. Street, Suite B, Indianapolis, IN, 46278, USA

Page 1 of 1, records 1 to 2 of 2

## Registered Agent Information

Type: **Individual**Name: **MANUEL GARCIA**Address: **7345 Woodland Dr., Suite B, INDIANAPOLIS, IN, 46278, USA**[Back](#)[Return to Search](#)[Filing History](#)[Name History](#)[Assumed Name History](#)[Certified Copies Request](#)

THIS CERTIFIES THAT

# Access Therapies, Inc.



\* Nationally certified by the: **MID-STATES MINORITY SUPPLIER DEVELOPMENT COUNCIL**

\*NAICS Code(s): 561320

\* Description of their product/services as defined by the North American Industry Classification System (NAICS)

10/09/2018

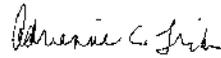
**Issued Date**

IN01000

**Certificate Number**

10/09/2019

**Expiration Date**

  
Adrienne Trimble



**Carolyn E. Mosby, President/CEO**

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

*Certify, Develop, Connect, Advocate.*

\* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



# STATE OF INDIANA

Eric J. Holcomb, Governor

DEPARTMENT OF ADMINISTRATION  
Division of Supplier Diversity

Indiana Government Center South  
402 West Washington Street, Room W469  
Indianapolis, IN 46204  
(317) 232 - 3061

April 3, 2018

Mr. Pritivi Dhani & Mr. Manuel Garcia  
ACCESS THERAPIES, INC.  
7345 Woodland Drive,  
Indianapolis, IN 46278

Subject: Application for MBE Certification

Dear Mr. Pritivi Dhani & Mr. Manuel Garcia,

***Congratulations!*** The Indiana Department of Administration, Division of Supplier Diversity is pleased to inform you that ACCESS THERAPIES, INC., is hereby certified as a Minority Business Enterprise (MBE).

Your company provides a commercially useful function in the areas listed below. Only work performed in these areas will be counted towards Minority Business Enterprise participation:

### UNSPSC CODE(S)

<i>Code</i>	<i>Description</i>
80111606	Temporary medical staffing needs
85122100	Rehabilitation services
85122101	Physical therapy services
85122102	Occupational therapy services

On September 13, 2010, the Governor's Commission on Minority and Women's Business Enterprises approved the department's effort to streamline its recertification process. Instead of conducting an onsite visit to each company seeking recertification, the department now has the discretion to waive the visit after a thorough review of the company's file and recertification documents. We have approved your recertification and it is valid through **April 30, 2021**. Please note that IDOA continues to reserve the right to conduct a site visit or phone interview at any time to certified companies.

Although your certification is valid for a three-year period, you are required to submit an annual ***Affidavit of Continued Eligibility (ACE)*** form, located at [www.in.gov/idoa/mwbe/files/ACE\\_Form.pdf](http://www.in.gov/idoa/mwbe/files/ACE_Form.pdf). Please remember you must notify us immediately if any changes occur. Failure to notify us of changes or to provide an ACE form annually will result in revocation of your certification. Changes include, but are not limited to, changes in location, contact information, ownership and control.

We encourage you to visit IDOA's procurement website, [www.in.gov/idoa/2464.htm](http://www.in.gov/idoa/2464.htm), and update your Business Registration Profile. It is important that you review and update your profile regularly, because state purchasing agents and prime contractors may use this information to contact you for business

Reference: ACCESS THERAPIES, INC.

opportunities. For questions regarding your registration profile, you may contact our office at 317-232-3061.

While this letter serves as notification of certification, it does not serve to prove continued eligibility. Please visit [www.in.gov/idoa/mwbe/2743.htm](http://www.in.gov/idoa/mwbe/2743.htm) to verify certification status. Please contact our office at (317) 232-3061 if you have any other questions.

While this letter serves as notification of certification, it does not serve to prove continued eligibility. Please visit [www.in.gov/idoa/mwbe/2743.htm](http://www.in.gov/idoa/mwbe/2743.htm) to verify certification status. Please contact our office at (317) 232-3061 if you have any other questions.

We ask that you please contact Amy L. Wolf, Deputy Director of Certification, at (317) 232-3061 or [awolf@idoa.in.gov](mailto:awolf@idoa.in.gov) if you have any questions or concerns about your letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Amy L. Wolf". The signature is written in a cursive style with a large initial "A".

Amy L. Wolf, Deputy Director of Certification  
Indiana Department of Administration  
Division of Supplier Diversity

ALW:cl

## **REFERENCES & PROJECT DETAILS**

CONTRACTOR COMPANY PAST PERFORMANCE  
ACCESS THERAPIES INC.

Name of the Facility / Client	Indian Health Services Northern Navajo Medical Center
Address	US HWY 491 North, Shiprock, NM - 87420
Name of the Buyer / Contact	Loringie Clark
Phone No. of the Buyer	505-368-6087
Email Address of the Buyer	<a href="mailto:Loringie.clark@ihs.gov">Loringie.clark@ihs.gov</a>
Providing Services Since	June 2017
Project Name	Nursing Services

Name of the Facility / Client	Rosebud Hospital Department of Health and Human Services
Address	Soldier Creek Rd/Hwy 18, Rosebud, SD – 57570
Name of the Buyer / Contact	Dr. Ruth Villafranca
Phone No of the Buyer	605-747-2231 Extension 3273
Email Address of the Buyer	<a href="mailto:Ruth.villafranca@ihs.gov">Ruth.villafranca@ihs.gov</a>
Providing Services Since	March 2018
Project Name	Physical Therapy Services

Name of the Facility / Client	Four Corner Regional Health Center
Address	JCT US HWY, 160 AND NAVAJO Route 35
Name of the Buyer / Contact	Marlene Tsosie
Phone No of the Buyer	505-368-7031
Email Address of the Buyer	<a href="mailto:Marlene.tsosie@ihs.gov">Marlene.tsosie@ihs.gov</a>
Providing Services Since	June 2018
Project Name	Nursing Services

Name of the Facility / Client	Northern Navajo Medical Center
Address	US HWY 491 North, Shiprock, NM – 87420
Name of the Buyer / Contact	Kimberly Livingston
Phone No of the Buyer	505-368-6088
Email Address of the Buyer	<a href="mailto:Kimberly.Livingston2@ihs.gov">Kimberly.Livingston2@ihs.gov</a>
Providing Services Since	June 2017
Project Name	Nursing Services

Name of the Facility / Client	Indiana Fitness Works
Address	9190 Priority Way Dr # 110, Indianapolis, IN – 46240
Name of the Buyer / Contact	Tonya Edwards
Phone No of the Buyer	317-439-1511
Email Address of the Buyer	<a href="mailto:tedwards@indianafitnessworks.com">tedwards@indianafitnessworks.com</a>
Providing Services Since	April 2004
Project Name	Occupational And Physical Therapy Services



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

State of West Virginia  
 Request for Quotation  
 34 — Service - Prof

Proc Folder: 616302

Doc Description: Temporary Registered Nurse

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-09-16	2019-10-01 13:30:00	CRFQ 0618 BVH2000000006	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:

Access Therapies, Inc  
 7345 Woodland Dr, Suite B,  
 Indianapolis, IN – 46278  
 317- 300-7419

**FOR INFORMATION CONTACT THE BUYER**

Stephanie L Gale  
 (304) 558-8801  
 stephanie.l.gale@wv.gov

Signature X *Harvinder Dhani*

FEIN # 30-0245072

DATE 09/30/2019

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

**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of WV Veterans Home to establish an open-end contract for Licensed Practical Nurse(s) to comply with staffing needs of the State owned and operated facility.

INVOICE TO		SHIP TO	
WEST VIRGINIA VETERANS HOME 512 WATER ST		WEST VIRGINIA VETERANS HOME 512 WATER ST	
BARBOURSVILLE	WV25504	BARBOURSVILLE	WV 25504
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Temporary Registered Nurse	2080.00000	HOUR	\$65.00	\$135,200

Comm Code	Manufacturer	Specification	Model #
85101601			

**Extended Description :**

Provide an RN for full time work  
See attached for specifications

<b>BVH2000000006</b>	<b>Document Phase</b> Final	<b>Document Description</b> Temporary Registered Nurse	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

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

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

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: **September 23, 2019 @ 10:00am**

Submit Questions to: **Stephanie Gale**

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: [Stephanie.L.Gale@wv.gov](mailto:Stephanie.L.Gale@wv.gov)

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

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

**SEALED BID:**

**BUYER:**

**SOLICITATION NO.:**

**BID OPENING DATE:**

**BID OPENING TIME:**

**FAX NUMBER:**

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

**BID TYPE:** (This only applies to CRFP)

Technical

Cost

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

**Bid Opening Date and Time:** October 1, 2019 @ 1:30pm

**Bid Opening Location:** Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

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

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

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

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

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

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

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

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

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the

Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

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

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

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. 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.

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. 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.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

## GENERAL TERMS AND CONDITIONS:

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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:** **Initial Contract Term:** This Contract becomes effective on Upon Award and extends for a period of one (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**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.

**Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**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 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.

**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 below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**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 prior to Contract award, in a form acceptable to the Purchasing Division.

Registered Nursing License issued by the State of West Virginia

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

Vendor must maintain:

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

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \$1,000,000.00 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

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

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

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

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful 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. [Reserved]**

**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

**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:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**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 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.

**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 with regard to 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.

**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 CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall 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. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**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. PURCHASING AFFIDAVIT:** 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, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. 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.

**40. 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.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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.

Revised 08/15/2019

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**42. 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. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. 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
- d. 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.

**43. 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.

**44. 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 supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award 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.

**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.

Harvinder Dhani - COO  
\_\_\_\_\_  
(Name, Title)  
Harvinder Dhani - COO  
\_\_\_\_\_  
(Printed Name and Title)  
7345 Woodland Dr, Suite B, Indianapolis, IN – 46278  
\_\_\_\_\_  
(Address)  
317- 300-7419                      317-388-0805  
\_\_\_\_\_  
(Phone Number) / (Fax Number)  
anmol@accesstherapies.com  
\_\_\_\_\_  
(email address)

**CERTIFICATION AND SIGNATURE:** 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.

Access Therapies, Inc  
\_\_\_\_\_  
(Company)  
*Harvinder Dhani*                      Harvinder Dhani - COO  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)  
\_\_\_\_\_  
Harvinder Dhani - COO  
\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)  
\_\_\_\_\_  
09/30/2019  
\_\_\_\_\_  
(Date)  
\_\_\_\_\_  
317- 300-7419                      317-388-0805  
\_\_\_\_\_  
(Phone Number) (Fax Number)

**CRQS BVH2000000004  
Direct Care Staffing Services**

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Veterans Home to establish an open-end contract for Licensed Practical Nurse(s) to comply with staffing needs of the State owned and operated facility.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item”** means stainless steel table as more fully described by these specifications.
  
  - 2.2 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  
  - 2.3 **“LPN”** means Licensed Practical Nurse
  
  - 2.4 **“Agency”** means West Virginia Veterans Home
  
  - 2.5 **“Staffing Agency”** means the awarded vendor
  
3. **QUALIFICATIONS:** Vendor must provide the following documentation prior to beginning employment. No Staff will be allowed to begin employment until this documentation is provided and verified by the WV Veterans Home
  - 3.1 LPNs must hold a valid WV Licensed Practical Nurse License
  
  - 3.2 Must have a current Cardiopulmonary Resuscitation (CPR) Card
  
4. **GENERAL REQUIREMENTS: Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end basis. Contract items must meet or exceed the mandatory requirements as shown below.
  - 4.1 **Licensed Practical Nurse(s) Services:** Vendor shall provide documentation to the WVH facility prior to being placed in the facility for work, background checks and drug screenings. RN(s) must have at least (1) year of working experience. Completed application or resume as proof of experience.

**CRQS BVH200000004  
Direct Care Staffing Services**

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- 4.1.1 RN(s) must be licensed and in good standing with the West Virginia Board of Nursing
  - 4.1.2 RN(s) could oversee the work of others, as assigned.
  - 4.1.3 RN(s) must record all work in resident charts, PointClick Care.
  - 4.1.4 RN(s) must ensure documentation into residents' electronic medical records or paper chart are entered in a timely manner per the policies, procedures, and common practices of the facility. Proper methods of documentation will be discussed in greater detail during the facility orientation.
  - 4.1.5 RN(s) must administer medications as prescribed by treating Physician(s).
  - 4.1.6 RN(s) must oversee all medical related emergencies.
- 4.2 Successful vendor must provide healthcare staffing as requested by the Facility to be compatible with week-to-week needs, this includes weekends and holidays.
- 4.3 Successful vendor must provide hourly rates that are inclusive of all federal, state, and local withholding taxes, social security, and Medicare taxes, as well as all unemployment compensation, workers compensation, general and professional liability premiums.
- 4.4 Successful vendor shall provide the Facility with information on each healthcare staff member according to the state and federal standards, including applications and background check. The information must be submitted to the Agency before the staff member reports to work and must be sent to the facility along with the following: CPR Certification, references, confidentiality agreement, and licensure confirmation. No nurse providing services to the Facility under this agreement will have been investigated and substantiated by the Board of Nursing or currently subject to discharge results from an investigation by the Board of Nursing.
- 4.5 Successful vendor and healthcare staff must comply with all Agency/Facility policies and procedures.
- 4.6 Successful vendor shall ensure the following regarding the staff to be provided. This documentation is to be to the DON prior to beginning employment. No staff will be allowed to begin employment until this documentation is provided and verified by the WV Veterans Home Facility.
  - 4.6.1 Has completed the required training and education for the position in which the vendor's employee has been submitted for.

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**Direct Care Staffing Services**

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- 4.6.2 The Vendor's employee possess a valid certification and/or professional license with the State of West Virginia for the position the employee is being submitted.
- 4.6.3 Meet current Agency immunization requirements for purified protein derivative (PPD) and Hepatitis B Series. Upon request, vendor must provide copies of immunization results.
- 4.7 Vendor will agree to provide required number of staff needed for a shift and/or assignment for at least two (2) hours prior to the start of the shift or assignment to be worked. If a staffing agency's employee calls off, that staffing agency must fill the shift.
- 4.8 All employees must adhere to the policies and procedures of our facility, including attendance, tardiness, and mandation. Facility will discipline staff per our policy and procedures. All disciplinary actions given by the facility will be sent to the staffing agency.
- 4.9 WV Veterans Home will pay the Agency for lunch breaks.
- 4.10 All staffing agency's employees must attend mandatory meetings and in-services. If staff miss more than (2) meetings per quarter, they will be asked not to return.
- 4.11 All employee paperwork must be sent to and approved by facility prior to an employee beginning orientation.
- 4.12 The vendor shall submit weekly invoices, in arrears, on a weekly basis, to the WV Veterans Home, Accounts Payable, for all serviced provided pursuant to the terms of the contract. For payment requirements, timesheets for the period being billed, will be attached to the invoice.
- 4.13 Vendor shall provide an emergency phone number. This phone number shall serve as a contact that can be reached 14 hours a day, 7 days a week. In the event of a no answer, the vendor must return the call within thirty(30) minutes.

**5. CONTRACT AWARD:**

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the

**CRQS BVH2000000004  
Direct Care Staffing Services**

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Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**4.2 AWARD CRITERIA:** The Owner shall award this contract to the lowest priced, qualified vendor.

**6. PAYMENT:**

**5.1 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**7. DELIVERY AND RETURN:**

All quotations are considered freight on board destination (“B.O.B. destination”) unless alternate shipping terms are clearly identified in the bid. Vendor’s listing of shipping terms that contradict the shipping terms expressly required by the Solicitation may result in bid disqualification. **VENDOR DEFAULT:**

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

6.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

6.1.2 Failure to comply with other specifications and requirements contained herein.

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

6.1.4 Failure to remedy deficient performance upon request.

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

6.2.1 Immediate cancellation of the Contract.

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

6.2.3 Any other remedies available in law or equity.

## PRICING PAGE

### BVH410 TEMPORARY NURSE STAFFING SERVICES

Item #	Description	Estimated Annual Usage Hours	Rate Per Hour	Extended Price
	<b>REGISTERED NURSE SHIFTS</b>			
1	6:45am - 3 pm Weekdays Monday - Friday	100	\$ 65.00	\$
2	2:45pm - 11 pm Weekdays Monday - Friday	500	\$ 65.00	\$
3	10:45pm - 7am Weekdays Monday - Friday	500	\$ 65.00	\$
4	Holiday Shifts starting the night before at 11pm*	72	\$ 97.00	\$
			\$	\$
	<b>REGISTERED NURSE SHIFTS</b>			
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			<b>Total</b>	\$

**Failure to use this form may result in disqualification**

Bidder / Vendor Information:

Name: Access Therapies, Inc

Address: 7345 Woodland Dr, Suite B,  
Indianapolis, IN - 46278

Phone#: 317- 300-7419

Email Address: anmol@accesstherapies.com

Contract Coordinator Information:

Name: Anmol Kapoor

Address: 7345 Woodland Dr, Suite B,  
Indianapolis , IN - 46278

Phone#: 317-300-7419

Email Address: anmol@accesstherapies.com

**This form is for bidding evaluation purposes only. Usage hours are only an estimation.**

**\*Holiday Shifts include only: Christmas, Thanksgiving and New Year's only - the shift starts at 11:00pm the night before and ends the next day at 11:00pm**