



Odyssey Rehabilitation References

1. Princeton Health Care
Years of Service: 2.5
304-487-3458
Roger Topping, Administrator
2. Meadowview Manor
Years of Service: 6
304-842-7101
Traci Henderson, Administrator/Owner
3. Roane General Hospital
Years of Service: 4
304-927-4444
Doug Bentz, CEO

01/21/15 10:51:26
WV Purchasing Division



CERTIFICATE OF LIABILITY INSURANCE

WVTHE-1

OP ID: KM

DATE (MM/DD/YYYY)

01/06/2015

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 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).

PRODUCER United Security Agency 139 West Main Street Bridgeport, WV 26330 Michael Mason	Phone: 304-842-3314	CONTACT NAME:	
	Fax: 304-842-7321	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : CINCINNATI INSURANCE CO.	10677
		INSURER B : HARTFORD	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			ECP0298663	01/15/2015	01/15/2016	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> Business Owners						PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY			EBA0131975	03/19/2014	03/19/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			ECP0298663	01/15/2015	01/15/2016	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			40WECBX1076 BROAD FORM	01/14/2015	01/14/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

CERTIFICATE HOLDER

WVVETA1

WV Veteran's Nursing Facility
One Freedom Way
Clarksburg, WV 26301

CANCELLATION

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 WV
Board of Physical Therapy**

101 Dee Drive
Charleston, WV 25311
(304) 558.0367
wvbopt@wv.gov
www.wvbopt.com

Licensure Verification

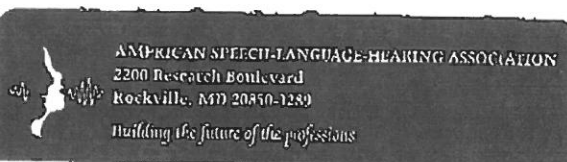
The following information represents the current and accurate details of the licensure for the requested individual as of the License Verification request date:

Verification Date: 01/07/2015
Name: Joanna G. Devericks
Profession: Physical Therapist Assistant
License Number: PTA 000811
Status: Active
Original Issue Date: 09/26/2000
Expiration Date: 12/31/2016
Disciplinary Actions:
None

Queries may also be made at the Health Integrity Practitioner Data Bank (HIPDB) (<http://www.npdb-hipdb.com>)

AUTHENTICATION NUMBER: RMC8F7Z53Z

This document has been printed from the WV Board of Physical Therapy's Website and contains information from the Boards information system specific to one individual. The above authentication number must be present for this document to be valid. To validate the authenticity of this document, you may enter this number at the board's website at <http://www.wvbopt.com>.



AMERICAN SPEECH-LANGUAGE-HEARING ASSOCIATION

2200 Research Boulevard

Rockville, MD 20850-1289

Building the future of the professions

Christina M Lopez

Affiliation Status: **Member**

Certification Status: **CCC-SLP**

SIGs:

Account Number

12/31/2016

Valid Through

Robert A. Rutherford
Chief Executive Officer

**West Virginia Board of Examiners for
Speech-Language Pathology and Audiology**

Has met the requirements for the provisions
of Chapter 19, Article 30 of the West Virginia Code
and 29CSR19-30 for the profession of
Speech-Language Pathology

License No. [REDACTED]

Issued:

12/31/2016

SEAL

Tatiana S. Rutherford
Administrative Manager

The West Virginia Board of Occupational Therapy
certifies that

MICHAEL PAUL PRETEROTI

is Licensed as Qualified Occupational Therapy Assistant as
defined by State Law.

Secretary

Martin Taylor, MS, OTR/L

[REDACTED]
Certificate

12-31-16 (sixteen)
Expires

West Virginia
Board of Physical Therapy
BIENNIAL LICENSE

This certifies that the below person is issued this certificate of registration, to practice the profession specified heron, in the State of West Virginia.

Bobbi J Ridenour

Physical Therapist



License No. [REDACTED]

2016

EXPIRES 12-31-2016

Patricia Holstein

Executive Secretary

Authentication Num.: 1W3A14A89B - Verify online at www.wvbopt.com

This certificate must be displayed in a conspicuous place

Healthcare
Provider



BOBBI JO RIDENOUR

This card certifies that the above individual has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association BLS for Healthcare Providers (CPR and AED) Program.

03/2013

03/2015

Issue Date

Recommended Renewal Date

Training Center Name **UNITED HOSPITAL WV0358 ID #**

TC Info **327 MEDICAL PARK DR. BPORT**

Course Location **UNITED HOSPITAL CENTER**

Instructor Name **BEN TACY** Inst. ID #

Holder's
Signature

© 2011 American Heart Association Tampering with this card will alter its appearance. 90-1801

→
PEEL
HERE
→

This card contains unique security features to protect against forgery.

Duplicate form fee is \$5.00

<p align="center">West Virginia Board of Physical Therapy certifies that</p> <p align="center">Amy N Dumont</p> <p align="center">is Licensed as a Physical Therapist Assistant</p> <p align="center">License No. [REDACTED]</p> <p align="center"><i>Patricia Holstein</i> Executive Secretary</p> <p align="center">2015 EXPIRES 12-31-2015 Auth #: 948R1FCG4K</p>	<p align="center">KEEP INSTRUCTIONS</p> <p>A. Wallet Card B. Biennial License - to be posted at place of employment C. Renew online beginning Oct. 1st/yr. http://www.wvbopt.com 1. User Name = first letter of first name w/last name; e.g. Thaker 2. Password = last four digits of SS# D. Renewal fee = \$80.00 Lapsed fee = \$170.00 for licenses renewed after midnight Dec. 31st/yr. Online Svc. Fee = additional \$3.00</p>
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West Virginia
Board of Physical Therapy
BIENNIAL LICENSE

This certifies that the below person is issued this certificate of registration, to practice the profession specified hereon, in the State of West Virginia.

Amy N Dumont
Physical Therapist Assistant

License No. [REDACTED]

Patricia Holstein
Executive Secretary

Authentication Num.: 948R1FCG4K - Verify online at www.wvbopt.com

This certificate must be displayed in a conspicuous place

IMPORTANT - PLEASE READ

1. **Continuing Education** - You are required to obtain 24 contact hrs. of WV Board approved CE within the 2 year period if your WV License is Active for all or part of any year. Random audits take place each year.
2. **Changes in Name / Residence Address / Employer Info** - Download "Change Notification Form" from website: www.wvbopt.com and forward it to the Office.
3. **Name Changes** - Send the "Change Notification Form" and the \$5.00 fee along with a notarized copy of marriage cert, divorce decree or legal document that provides proof of your name change.
4. **Lost or Replacement License** - Download "Affidavit of Lost or Replacement Document" from the website and follow the instructions.
5. If you are not planning to work in WV this next calendar year, you have the option of requesting **Inactive Status** for an application fee of \$25.00
6. If you do not renew your license by midnight Dec. 31st of your expiration year, you will automatically be charged the **Delinquent** License fee.
7. The online License Renewal portal is for use by **Active Licensees** remaining Active or for Active Licensees requesting Inactive Status. If your License becomes Inactive or Delinquent in the future, you will have to contact the Board Office for the correct Form to complete in order to Re-Activate.

*West Virginia Board of Examiners for
Speech-Language Pathology and Audiology
Hereby Certifies that*

Amanda LeAnn Moon

Is Granted a Provisional License in

Speech-Language Pathology

For the period stated in order to fulfill the requirements of the
Postgraduate Professional Experience

License: [REDACTED] Issued: 09/08/2014 Expires: 09/08/2015

Patricia A. Aschewitz
Administrative Services Manager

*West Virginia Board of Examiners for
Speech-Language Pathology and Audiology
Hereby Certifies that*

Amanda LeAnn Moon

Is Granted a Provisional License in

Speech-Language Pathology

For the period stated in order to fulfill the requirements of the
Postgraduate Professional Experience

License: [REDACTED] Issued: 09/08/2014 Expires: 09/08/2015

Patricia A. Aschewitz
Administrative Services Manager

*West Virginia Board of Examiners for
Speech-Language Pathology and Audiology
Hereby Certifies that*

Amanda LeAnn Moon

Is Granted a Provisional License in

Speech-Language Pathology

For the period stated in order to fulfill the requirements of the
Postgraduate Professional Experience

License: [REDACTED] Issued: 09/08/2014 Expires: 09/08/2015

Patricia A. Aschewitz
Administrative Services Manager

The West Virginia Board of Occupational Therapy
certifies that

ROBIN A. RALEIGH

is Licensed as Qualified Occupational Therapist as defined by
State Law.

Secretary Martin Taylor, MS, OT, RL

12-31-15 (fifteen)
Certificate Expires

PAGE 02/02

ST BARBARAS

12/30/2013 14:36 3045344041

The West Virginia Board of Occupational Therapy
certifies that

WHITNEY ALLISON RICHMOND
is Licensed as Qualified Occupational Therapy Assistant as
defined by State Law.

Secretary

MARTIN L. HARRIS, MS, OTR/L


Certificate

12-31-15 (fifteen)
Expires

The West Virginia Board of Occupational Therapy
certifies that

ERIC RICHARDS

is Licensed as Qualified Occupational Therapy Assistant as
defined by State Law.

Secretary

Martin Taylor, MS, OTR/L

#

██████████
Certificate

12-31-16 (sixteen)

Expires



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

State of West Virginia
Request for Quotation

Proc Folder: 62023

Doc Description: ADDENDUM NO 1- Skilled Rehabilitation Therapy Services

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-01-13	2015-01-22 13:30:00	CRFQ 0613 VNF1500000003	2

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Odyssey Rehabilitation
415 Benedum Drive
Bridgeport, WV 26330
304.842.9887

FOR INFORMATION CONTACT THE BUYER

Dean Wingerd

(304) 558-0468

dean.c.wingerd@wv.gov

Signature X

FEIN # 204439478

DATE 1/19/2015

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

SOLICITATION NUMBER: CRFQ VNF1500000003

Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To change the Bid Opening date for this solicitation to January 22, 2015 at 1:30pm.
2. To provide responses to vendor questions regarding this solicitation.
3. To provide Addendum Acknowledgment form.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

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

ATTACHMENT A

VNF15*3 Question 1: In the current bid there is a 20% allowance for Non-billable time related to the hours billed for. Will this still be a part of the agreement moving forward?

Answer: yes

Question: Can you please name the current incumbent vendor providing Therapy Services for the WVVNF?

Answer: Odyssey Rehab

Question: Can you please provide the current hourly pricing matrix the current incumbent vendor billing for all service lines listed in the solicitation?

Answer: Please see VNF1016, you may contact the Purchasing Division Records section for this information, please call Beverly Toler at 304-558-2306, this information is public record. Please be advised that you may be charged for any copies that you request.

Question: Can you please explain in detail what the service line listed in the solicitation, "Medicare Billing Part B percent rate per resident" entails?

Answer: The WVVNF does not do any third party billing. It would be up to the winning vendor to bill Medicare/Medicare for services per individual resident.

Question: Is it required that the vendor bills Medicare/Medicaid for services rendered?

Answer: Yes, the West Virginia Veterans Nursing Facility does not do any third party billing.

Question: What was the annual expenditure on this contract over the last three years?

Answer: Estimated amount is \$1,525,922.47

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: VNF150000003

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

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


Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Odyssey Rehabilitation
Company


Authorized Signature

1/19/2014
Date

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



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

State of West Virginia
Request for Quotation

Proc Folder: 62023

Doc Description: Skilled Rehabilitation Therapy Services for WVVNF

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2014-12-19	2015-01-15 13:30:00	CRFQ 0613 VNF1500000003	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:

Odyssey Rehabilitation
415 Benedum Drive
Bridgeport, WV 26330
304.842.9887

FOR INFORMATION CONTACT THE BUYER

Dean Wingerd
(304) 558-0468
dean.c.wingerd@wv.gov

Signature X

FEIN #

204439478

DATE

1/9/2015

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

INVOICE TO		SHIP TO	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY	
CLARKSBURG	WV26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Occupational Therapy	100		\$55.00	\$5,500.00

Comm Code	Manufacturer	Specification	Model #
85122102			

Extended Description :

Occupational Therapy for residents of WVVNF, Please provide Hourly rate for a Licensed Occupational Therapist

INVOICE TO		SHIP TO	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY	
CLARKSBURG	WV26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Speech Therapy	400		\$55.00	\$22,000.00

Comm Code	Manufacturer	Specification	Model #
85122108			

Extended Description :

Speech Therapy for residents of WVVNF, Please provide hourly rate for a Licensed Speech-Language Pathologist

INVOICE TO		SHIP TO	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY	
CLARKSBURG	WV26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Physical Therapy	200		\$55.00	\$11,000.00

Comm Code	Manufacturer	Specification	Model #
85122101			

Extended Description :

Physical Therapy for residents of WVNF, please provide hourly rate for a Licensed Physical Therapist.

INVOICE TO		SHIP TO	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY	
CLARKSBURG	WV26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Medicare Billing Part B-percent rate per resident			070	0.00

Comm Code	Manufacturer	Specification	Model #
84111506			

Extended Description :

Medicare Billing Part-B percent rate per resident

INVOICE TO		SHIP TO	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY	
CLARKSBURG	WV26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Occupational Therapy Assistant	600		\$40.00	\$24,000.00

Comm Code	Manufacturer	Specification	Model #
85122102			

Extended Description :

Occupational Therapist Assistant for residents of WVNF, please provide hourly rate for a Licensed Occupational Therapy Assistant

INVOICE TO		SHIP TO	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY	
CLARKSBURG	WV26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Physical Therapy Assistant	3,800		\$ 40.00	\$152,000.00

Comm Code	Manufacturer	Specification	Model #
85122101			

Extended Description :

Physical Therapy Assistant for residents of WVVNF, please provide hourly rate for a Licensed Physical Therapy Assistant

VNF1500000003	Document Phase Final	Document Description Skilled Rehabilitation Therapy Services for WVNF	Page 5 of 5
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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 **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:
 - ☐ 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 non-binding. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: January 7, 2015 at 5:00pm

Submit Questions to: Dean Wingerd, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Dean.C.Wingerd@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:

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, 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, if Vendor does not submit its bid through wvOASIS, 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: January 15, 2015 at 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. **ALTERNATES:** 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.
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 only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
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.

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. **"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.
 - 2.3. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. **"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.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. **"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: This Contract becomes effective on 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 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. 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 36 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

☐ **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. **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.
7. **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.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND:** All Vendors shall furnish a 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 _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

☐ **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.

☐ **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.

☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☒ **Commercial General Liability Insurance:** In the amount of 1,000,000.00 _____ or more.

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

☐☐☐☐☐

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 above.

- ☒ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, 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.

☒ Physical Therapist License/Certification

☒ Speech Therapist License/Certification

☒ Occupational Therapist License/Certification

☐

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.

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. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
11. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of _____ for _____.
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.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. 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.
- 14. PAYMENT:** 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. 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.
- 16. 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 § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE:** 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 law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with

prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 21. 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.
- 22. 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). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 23. 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.
- 24. 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.
- 25. 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 26. 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.
- 27. 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.
- 28. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

29. 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>.

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

- 32. 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.
- 33. 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.
- 34. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
- ☒ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
- 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, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to 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"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. 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.

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.

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 hearth, 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.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained 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.

Odyssey Rehabilitation
(Company)

(Mike Dotson, Chief Sales Officer)
(Authorized Signature) (Representative Name, Title)

(304-842-9887) (304-842-9888) 1.7.2015
(Phone Number) (Fax Number) (Date)

REQUEST FOR QUOTATION
THERAPY SERVICES

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Veterans Nursing Facility (WVVNF) is soliciting bids to establish a contract for Skilled Rehabilitation Therapy Service six (6) days a week and/or as required.
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 Services”** means Skilled Rehabilitation Therapy Services to include, Occupational, Speech, and Physical Therapy services for the residents of the WV Veterans Nursing Facility.
 - 2.2 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division.
3. **QUALIFICATIONS:** Vendor shall have the following minimum qualifications:
 - 3.1. Business licenses and/or certification required by law to provide Rehabilitative Services.
 - 3.2. Vendor shall be responsible for verifying current licenses/certification and to obtain copies for the personnel file.
 - 3.3. Vendor shall present licenses and/or certification within four (4) hours of WVVNF request.
 - 3.4. Providing an employee to WVVNF who has a probationary or suspended license may be cause for contract termination.
4. **VENDOR MANDATORY REQUIREMENTS:**
 - 4.1 **Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

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- 4.1.1 Occupational Therapy Services:** The Occupational Therapist shall be responsible for performing the following services that include, but are not limited to the following:
- 4.1.1.1** Provide occupational (clinical) therapy as prescribed by the resident's attending physician.
 - 4.1.1.2** Incorporate the occupational therapy program with the resident's total plan of care.
 - 4.1.1.3** Coordinate occupational therapy services with the resident's attending physician and the WVVNF nursing staff.
 - 4.1.1.4** Develop and participate in in-service training programs for nursing services and other related services.
 - 4.1.1.5** Attend and participate in resident assessment and care planning meetings as necessary.
 - 4.1.1.6** Provide written, dated and signed reports of each consultation visit to the Nursing Supervisor. Such reports will contain the therapist's:
 - A. Findings
 - B. Recommendations
 - C. Plans for implementation
 - D. Plans for continued assessments
 - 4.1.1.7** Assist the attending physician in an evaluation of a resident's level of function by applying diagnostic and prognostic tests.
 - 4.1.1.8** Maintain the confidentiality of resident information as established by the WVVNF policies and procedures.
 - 4.1.1.9** Stay abreast of all other responsibilities required of a therapist as set forth in any federal or state laws, statutes, or regulations as enacted or as may be enacted or amended.

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4.1.1.10 Follow the duties and responsibilities as outlined in the therapist's job description and the established policies and procedures.

4.1.2 Occupational Therapist Assistant: shall be responsible for performing the following services that include, but are not limited to the following:

4.1.2.1 Help residents with rehabilitative activities and exercises outlined in treatment plan developed in collaboration with an occupational therapist.

4.1.2.2 Record residents progress for the Occupational Therapist.

4.1.2.3 Document the billing of the residents' health insurance provider.

4.1.2.4 Maintain a safe and therapeutic environment; clean assigned areas and equipment; inspect equipment's to ensure safe working conditions and provide routine maintenance; store materials and supplies properly to preserve quality and maintain clinic appearance; inventory consumables; and procure necessary materials and equipment to implement therapeutic programs.

4.1.2.5 Maintain the confidentiality of resident information as established by the WVVNF policies and procedures.

4.1.2.6 Stay abreast of all other responsibilities required of a therapist as set forth in any federal or state laws, statutes, or regulations as enacted or as may be enacted or amended.

4.1.3 Physical Therapy Services: The physical therapist shall be responsible for performing the following services that include, but are not limited to, the following:

4.1.3.1 Provide physical therapy as prescribed by the resident's attending physician.

4.1.3.2 Render high-quality therapy services to our residents in order to prevent deformities and reduce liabilities.

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- 4.1.3.3** Insofar as practical, coordinate our physical therapy services with nursing and other support services.
- 4.1.3.4** Assist the resident in attaining his/her highest practicable level of function.
- 4.1.3.5** Alleviate pain by using physical agents such as heat, water, electricity, massages, and exercises, as ordered by the attending physician.
- 4.1.3.6** Provide written physical therapy policies and procedures and job description.
- 4.1.3.7** Develop and participate in in-service training programs for nursing services and other related services.
- 4.1.3.8** Attend and participate in resident assessment and care planning meetings as necessary.
- 4.1.3.9** Provide written, dated and signed reports of each consultation visit to the Nursing Supervisor. Such reports will contain the therapist's:
 - E. Findings
 - F. Recommendations
 - G. Plans for implementation
 - H. Plans for continued assessments
- 4.1.3.10** Serve on the Medicare Utilization Review committee.
- 4.1.3.11** Keep the resident's attending physician informed of the resident's progress and make appropriate recommendations.
- 4.1.3.12** Maintain the confidentiality of resident information as established by the WVVNF policies and procedures.

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4.1.3.13 Stay abreast for all responsibilities required of a therapist as set forth in any federal or state laws, statutes, or regulations as enacted or as may be enacted or amended.

4.1.4 Physical Therapist Assistant: shall be responsible for performing the following services that include, but are not limited to the following:

4.1.4.1 Assist physical therapist in providing services that help improve mobility, relieve pain, and prevent or limit permanent physical disabilities.

4.1.4.2 Under the direction and supervision of the physical therapist the physical therapist assistant shall alleviate pain by using physical agents such as heat, water, electricity, massages, and exercises, as ordered by the attending physician.

4.1.4.3 Maintain the confidentiality of the resident information as established by the WVVNF policies and procedures.

4.1.4.4 Stay abreast for all responsibilities required of a therapist as set forth in any federal or state laws, statutes, or regulations as enacted or as may be enacted or amended.

4.1.5 Speech Therapy Services: The Speech-Language Pathologist shall be responsible for performing the following services that include, but are not limited to the following:

4.1.5.1 Provide such services as prescribed by the resident's attending physician.

4.1.5.2 Plan, organize and direct speech pathology programs that meet the resident's needs

4.1.5.3 Coordinate such services with the attending physician and nursing services.

4.1.5.4 Incorporate speech programs into the resident's total care plan.

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- 4.1.5.5 Enter written notes in the resident's medical record after each treatment. (Notes indicate the treatment performed and the reaction of the resident to the treatment and are signed by the speech pathologist or audiologist.)
- 4.1.5.6 Provide written speech therapy policies and procedures and job description.
- 4.1.5.7 Develop and participate in in-service training programs for nursing services and other related services.
- 4.1.5.8 Attend and participate in resident assessment and care planning meetings as necessary.
- 4.1.5.9 Provide written, dated and signed reports of each consultation visit to the Nursing Supervisor. Such reports will contain the therapist's:
- A. Findings
 - B. Recommendations
 - C. Plans for implementation
 - D. Plans for continued assessments
- 4.1.5.10 Serve on the Medicare Utilization Review committee.
- 4.1.5.11 Instruct other health team personnel and family members in methods of assisting the resident to improve or correct a speech or swallowing disorder.
- 4.1.5.12 Maintain the confidentiality of resident information as established by the WVVNF policies and procedures.
- 4.1.5.13 Stay abreast for all responsibilities required of a therapist as set forth in any federal or state laws, statutes, or regulations as enacted or as may be enacted or amended.

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4.1.6 Occupational Therapist and Occupational Therapist Assistant shall have the following licenses/certifications; Knowledge and understanding that include, but are not limited to the following:

- A. Shall be licensed as an Occupational Therapist in the State of West Virginia.
- B. Shall be Certified Occupational Therapy Assistant in the State of West Virginia.
- C. Shall comply with the West Virginia State Board of Occupational Therapy Examiners Rules and Regulations.
- D. Shall comply with the West Virginia Administrative Code Statutes governing in Occupational Therapy.
- E. Shall comply with the West Virginia revised statutes governing in Occupational Therapy.
- F. Shall be familiar with the Occupational Safety Health Association (OSHA) regulations.

4.1.7 Physical Therapist and Physical Therapist Assistant shall have the following licenses/certifications; knowledge and understanding that include but are not limited to the following:

- A. Licensed as a physical therapist in the State of West Virginia.
- B. Shall comply with the West Virginia State Board of Physical Therapy Rules and Regulations.
- C. Shall comply with the West Virginia Administrative code statutes governing Physical Therapy.
- D. Shall comply with the revised statutes governing Physical Therapy.
- E. Shall be familiar with the Occupational Safety Health Association (OSHA) regulations.

4.1.8 Speech-Language Pathologist shall have the following licenses/certifications; knowledge and understanding that include but are not limited to the following:

- A. Licensed as a Speech-Language Pathologist in the State of West Virginia.

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- B. Shall have certification in clinical competence in speech language pathology granted by the American Speech and Hearing Association.
- C. Shall comply with the West Virginia Administrative code statutes governing Speech Pathology.
- D. Shall be familiar with the Occupational Safety Health Association (OSHA) regulations.

4.2 Vendor Other General Requirement:

- 4.2.1 All staff assigned to WVVNF, pursuant to the agreement shall, for all purposes, be considered employee of the Vendor only. The Vendor shall assume sole and exclusive responsibility for the payment of wages and any benefits to the employees providing services to WVVNF.
- 4.2.2 Vendor shall ensure that all employees assigned to work at WVVNF have a T.B. screening before commencing work and yearly thereafter, TB screening to be provided by WVVNF.
- 4.2.3 Vendor shall assign a Program Manager to assume responsibility for the supervision of the rehabilitation services. The Program Manager will be the contact person required to respond to any circumstances requiring assistance and/or coordination of services. The Program Manager may be a licenses therapist assigned to the facility.
- 4.2.4 Vendor shall provide rehabilitative services to WVVNF Veterans and members at least 6 day a week.
- 4.2.5 Vendor shall meet and/or exceed generally accepted standards of practice for the provision of rehabilitative services.
- 4.2.6 Vendor shall provide physical, occupational and speech therapy services in accordance with the attending physician's orders and treatment plan.
- 4.2.7 Vendor shall work with other clinical programs in determining care planning and treatment modalities. Therapist will assist the Home in complying with all MDS Medicare and payer regulatory requirements.

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- 4.2.8 Vendor shall assess resident progress and response to treatment. Participate, as necessary, in care plan reviews with the interdisciplinary care plan team.
- 4.2.9 Vendor shall provide home assessments for potential discharges and report outcomes to the interdisciplinary team.
- 4.2.10 Vendor shall provide oversight of wheelchair clinic, maintain inventory of wheelchairs, equipment and accessories (assigned and unassigned).
- 4.2.11 Vendor shall determine rehabilitation goals for each Veteran/member based on their needs relative to their physical and mental level of functioning, their overall care plan and preferences.
- 4.2.12 Program Manager shall be available to attend meetings and work with the Administrative and Nursing staff to ensure that the rehabilitation program is meeting facility goals and objectives. Program manager will assist with marketing, surveys, provide in-service, assist with pre-admission screenings, provide staff training, monitor QI/QA, provide outcome measurements and resident satisfaction surveys and complete other assignments as designated by the Administrator or Assistant Administrator.
- 4.2.13 Regional Director will perform clinical and regulatory reviews and submit quarterly reports for quality assurance.
- 4.2.14 Program Manager upon the request of Administrator will provide additional documentation regarding the services provided.
- 4.2.15 Vendor shall provide recommendations for staffing patterns appropriate to the rehabilitation caseload.
- 4.2.16 Vendor shall monitor productivity and efficiency of rehabilitation service staff.
- 4.2.17 Vendor shall maintain records of patient service, tracking systems, forms etc. and have a detailed polices on completion of these records.
- 4.2.18 Vendor shall verify all services through documentation in the Veterans/members clinical record in accordance with best practice in the

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field. Provide any documentation upon inquires of Medicare, Medicaid and other third party payers for services provided.

- 4.2.19 A description on Offers ability to provide therapy information for MDS data collections based on the state, BA, and Federal guidelines.
- 4.2.20 Vendor shall provide services within the budgetary limits as defined by the Facility.
- 4.2.21 Vendor shall provide a copy of their corporate compliance manual/program at the request of WVVNF.
- 4.2.22 Vendor shall meet the facility's requirements for health screening and documentation of immunizations.
- 4.2.23 Vendor shall provide marketing support of the therapy program and the facility.
- 4.2.24 Vendor shall provide continuous services to the WVVNF during the term of this contract and in accordance therewith, arrange to provide the services of another therapist during any absence(s), vacation(s), period of illness(s), or limited period when the therapist is not available.
- 4.2.25 Vendor shall complete comprehensive clinical audits on a periodic basis. Documentation will be reviewed for clinical reasoning, technical accuracy, and medical necessity. The facility may conduct unannounced documentation reviews. Should the result(s) fall below the Vendor's or the Facility's threshold of clinical excellence a formalized plan of corrections must be instituted. Audits must be reviewed with the Administrator or Assistant Administrator.
- 4.2.26 Vendor shall provide the facility statistical information for cost reporting.
- 4.2.27 Vendor shall provide and maintain written documentation, including appropriate services coding. In individual charts of patient treatment, progress and evaluation in accordance with WVVNF policies and procedures, and in accordance with requirements of Federal and State governmental agencies and other third party payers.

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- 4.2.28** Work policies, standards and procedures established by the WVVNF shall be followed at all times. Vendor and his/her employee(s) shall conform in all respects with regard to physical, fire and security regulations while on the premises of the WVVNF.
- 4.2.29** All personnel assigned by vendor must attend the WVVNF employee orientation.
- 4.2.30** All personnel assigned must be employees of the Vendor at the time of any specific work assignment to the WVVNF. Before making a referral of one of its employees, vendor shall assure that the individual being referred has, at a minimum, the qualifications for the required assignment and is able to perform the duties required by the WVVNF.
- 4.2.31** Personnel provided by the vendor must follow WVVNF rules, to include by not limited to the following”
- A. No smoking in the work area
 - B. Signing in and presenting positive identification upon reporting for duty.
 - C. Interacting cordially with WVVNF personnel and residents.
 - D. Responding professionally to WVVNF supervisory personnel.
 - E. Following other State/WVVNF rules as required.
 - F. Park in WVVNF assigned locations with reporting for duty.
- 4.2.32** Vendor shall be responsible for Credentialing and Privileging. Credentialing is the process of obtaining, verifying, and assessing the qualifications of a health care practitioner, which may include; rehabilitative therapists, physicians, podiatrists’ dentists, phycologists, physician assistants, nurse practitioners, licensed nurses to provide patient care services in or for health care organizations. Privileging is the process whereby a specific scope and content of patient care services are authorized for health care practitioner by the vendor, based on evaluation of the individual’s credentials and performance.

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- 4.2.33 Vendor must uniformly apply credentialing criteria to licensed practitioners applying to provide resident care or treatment under the facility's care.
- 4.2.34 Vendor must verify and uniformly apply the following core criteria: current licensure; current certification, if applicable, relevant education, training and experience; current competence; and a statement that the individual is able to perform the services he or she is applying to provide.
- 4.2.35 Vendor must decide whether to authorize the independent practitioner to provide resident care or treatment, and each credentials file must indicate that these criteria are uniformly and individually applied.
- 4.2.36 Vendor must maintain documentation of current credentials for each licensed independent practitioner providing services to residents residing at WVVNF.
- 4.2.37 When reappointing a licensed independent practitioner, the vendor must review and individual's record for experience.
- 4.2.38 Vendor systematically must assess whether individual with clinical privileges act within the scope of work.
- 4.2.39 Vendor shall provide copies of credential records and applications to the WVVNF, Purchasing Office for each licensed practitioner providing services at WVVNF.
- 4.2.40 Vendor shall comply with WVVNF internal therapy authorization process and all policies and procedures. WVVNF will provide policies and procedures upon award of the resultant contract.
- 4.2.41 Vendor upon request shall provide additional therapy services such as but not limited to Audiology, Respiratory, etc. Vendor shall provide resumes of the proposed therapist providing services under the resultant contract to WVVNF. WVVNF shall have the right, if necessary to interview all prospective personnel and to accept or reject any or all based upon skills required and the background experience of each individual.

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4.2.42 Vendor shall submit the following written monthly reports, at a minimum, to WVVNF.

- A. A full statement of services indicating services rendered, the name of resident treated, time expended by minutes per resident, broke out by discipline and payer source (Medicare B and Private Pay).
- B. Vendor shall provide the monthly billing logs within two (2) business days of the month end.

4.2.43 Vendor shall inform WVVNF in writing and receive approval prior to initiating any significant changes in procedure related to patient care, billing and scope of work.

4.2.44 Vendor shall maintain security over all records, reports and related material(s) and shall release such information only in a manner authorized by WVVNF.

4.2.45 Vendor shall bill Medicare Part B for services rendered and should provide proof that they are a provider of Medicare Part B prior to award of contract.

4.2.46 Vendor should provide references which document three (3) years of work experience dealing with nursing homes. References should include: name of facility, number of years providing therapy services, phone number and contact person.

5. Agency (WVVNF) Responsibilities:

5.1. Agency shall provide office and treatment space to the vendor, as necessary for the purpose of rendering services as outlined in the contract. Agency shall supply and furnish the basic equipment necessary for the proper operation of rehabilitative services.

5.2. Agency shall provide a computer for vendors use. All information Technology and A.R.S. status and policies shall apply.

5.3. Agency shall provide all internal policies and procedures to the vendor upon award of the resultant contract.

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- 5.4. Management of the WV VNF assumes responsibility for obtaining services that meet professional standards and principles that apply to professionals providing services in such a facility, and the timeliness of these service(s).

6. CONTRACT AWARD:

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

5.2 Pricing Page: Vendor should complete the Pricing Page by including hourly rate for estimated hours on the attached pricing page. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should enter the information into the Pricing Page to prevent errors in the evaluation.

7. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
8. **PAYMENT:** Agency shall pay hourly rate, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
9. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
10. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

**REQUEST FOR QUOTATION
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- 10.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 10.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 10.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 10.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 10.5. Vendor shall inform all staff of Agency's security protocol and procedures.

11. VENDOR DEFAULT:

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

- 11.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
- 11.1.2. Failure to comply with other specifications and requirements contained herein.
- 11.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 11.1.4. Failure to remedy deficient performance upon request.

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

- 11.2.1. Cancellation of the Contract.
- 11.2.2. Cancellation of one or more release orders issued under this Contract.
- 11.2.3. Any other remedies available in law or equity.

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12. MISCELLANEOUS:

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

Contract Manager: Mike Dotson
Telephone Number: 304-642-9887
Fax Number: 304-642-9888
Email Address: mdotson@odysseyrehab.com

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Item No.	Description of Services	Hourly Rate	Estimate Hrs.	Extended Price
1	Physical Therapist	\$ 55.00	200	\$ 11,000.00
2	Physical Therapist Assistant	\$ 40.00	3800	\$ 152,000.00
3	Occupational Therapist	\$ 55.00	100	\$ 5,500.00
4	Occupational Therapist Assistant	\$ 40.00	600	\$ 24,000.00
5	Speech Therapist	\$ 55.00	400	\$ 22,000.00
6	Medicare Part B	%of HCPCS <u>0</u>		

GRAND TOTAL: \$ 214,500.00

Vendor Name: Odyssey Rehabilitation
Contact Name: Mike Dotson
Address: 415 Benedum Drive
Bridgeport, WV 26330
Phone No.: 304-842-9887
Fax No.: 304-842-9888

There are a total estimated 600 hours per month of physical, occupational and speech therapy at the facility. This number of hours could fluctuate according to the facility census. Whether more or less, vendor will be required to provide the services by physician orders in a timely manner as needed and requested by the facility.

This is a breakdown of estimated hours only for physical, occupational and speech therapy. These totals are subject to change dependent on physicians orders.

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1. ☒ **Application is made for 2.5% vendor preference for the reason checked:**
☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
☒ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. ☒ **Application is made for 2.5% vendor preference for the reason checked:**
☐ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. ☐ **Application is made for 2.5% vendor preference for the reason checked:**
☐ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
4. ☒ **Application is made for 5% vendor preference for the reason checked:**
☐ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. ☐ **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. ☐ **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. ☐ **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Odyssey Rehabilitation
 Date: 1-7-2015

Signed: [Signature]
 Title: Chief Sales Officer

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Odyssey Rehabilitation
Authorized Signature: [Signature] Date: 1-14-2015

State of West Virginia
County of Harrison, to-wit:

Taken, subscribed, and sworn to before me this 14 day of January, 2015.
My Commission expires April 29, 2015.



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 07/01/2012)