



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 3

 List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 543518

Procurement Type: Central Master Agreement

Vendor ID: 

Legal Name: JAYKAY INC

Alias/DBA: JAYKAY INC

Total Bid: \$595,520.00

Response Date: Response Time:

SO Doc Code: CRFQ

SO Dept: 0613

SO Doc ID: VNF1900000002

Published Date: 8/8/19

Close Date: 8/12/19

Close Time: 13:30

Status: Closed

Solicitation Description: 

Total of Header Attachments: 3

Total of All Attachments: 3



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 543518

Solicitation Description : Addendum 2-Skilled Rehabilitation Therapy Services for WVVNF

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-08-12 13:30:00	SR 0613 ESR07291900000000426	1

VENDOR
000000109245 JAYKAY INC JAYKAY INC

Solicitation Number: CRFQ 0613 VNF1900000002

Total Bid : \$595,520.00 **Response Date:** 2019-07-29 **Response Time:** 13:33:35

Comments: We have been successfully staffing this facility with nurses since January 2012.

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

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Occupational Therapist Services	5000.00000	HOUR	\$56.480000	\$282,400.00

Comm Code	Manufacturer	Specification	Model #
85122102			

Extended Description : Occupational Therapy for residents of WVNF, Please provide Hourly rate for a Licensed Occupational Therapist

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Occupational Therapist Assistant	800.00000	HOUR	\$69.000000	\$55,200.00

Comm Code	Manufacturer	Specification	Model #
85122102			

Extended Description : Speech Therapy for residents of WVNF, Please provide hourly rate for a Licensed Speech-Language Pathologist

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Physical Therapist Services	1500.00000	HOUR	\$56.480000	\$84,720.00

Comm Code	Manufacturer	Specification	Model #
85122101			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Physical Therapist Assistant	3200.00000	HOUR	\$48.000000	\$153,600.00

Comm Code	Manufacturer	Specification	Model #
85122101			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Speech-Language Pathologist	400.00000	HOUR	\$49.000000	\$19,600.00

Comm Code	Manufacturer	Specification	Model #
85122108			

Extended Description :	Physical Therapy Assistant for residents of WV/VNF, please provide hourly rate for a Licensed Physical Therapy Assistant
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*West Virginia Department of Veterans Assistance
 West Virginia Veterans Nursing Facility
 One Freedoms Way
 Clarksburg, WV 26301*

Exhibit A - Skilled Rehabilitative Therapy Services Pricing Page

LN	Item	DESCRIPTION	ESTIMATED USAGE PER YEAR (Hours)	U/M	UNIT PRICE	AMOUNT
1	4.1.1	Occupational Therapist Services	5000	Hour	\$ 56.48	\$ 282,400.00
2	4.1.2	Occupational Therapist Assistant	800	Hour	\$ 48.00	\$ 38,400.00
3	4.1.3	Physical Therapist Services	1500	Hour	\$ 56.48	\$ 84,720.00
4	4.1.4	Physical Therapist Assistant	3200	Hour	\$ 49.00	\$ 156,800.00
5	4.1.5	Speech Therapist Services	400	Hour	\$ 69.00	\$ 27,600.00
TOTAL						\$ 589,920.00

Vendor:	JayKay Medical staffing
Address:	2058 Classique Lane. Tavares. FL 32736
Phone:	800-442-5441
Email:	pndolo@jaykaymedicalstaffing.com
Signature:	

*****Charges are according to schedule by the Each, Day, Month, ETC...*****
*****ALL ORDER QUANTITIES ARE ESTIMATED AND FOR BIDDING PURPOSES ONLY*****
*****DO NOT ALTER ESTIMATED USAGE*****

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

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

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

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

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

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

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

Question Submission Deadline: July 26, 2019 @ 8:00am

Submit Questions to: **Stephanie Gale**

2019 Washington Street, East

Charleston, WV 25305

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

Email: **Stephanie.L.Gale@wv.gov**

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

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

The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

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

SEALED BID:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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

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

BID TYPE: (This only applies to CRFP)

Technical

Cost

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

Bid Opening Date and Time: August 5, 2019 @ 1:30pm

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

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

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

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

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

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

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

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

Term Contract

Initial Contract Term: **Initial Contract Term:** This Contract becomes effective on upon award and extends for a period of one (1) year(s).

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

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

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

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

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

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

Other: See attached.

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

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

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

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

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

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

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

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

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

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

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

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

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

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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.

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

Vendor must maintain:

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

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

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: \$1,000,000.00 per occurrence.

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

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

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance Aggregate of at least \$3,000,000.00.

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

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

10. [Reserved]

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

_____ for _____

Liquidated Damages Contained in the Specifications

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

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

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

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

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

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

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

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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

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

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

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

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

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 06/05/2019

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

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

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

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

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

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

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

(Name, Title)

(Printed Name and Title)

(Address)

(Phone Number) / (Fax Number)

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

(Company)

(Authorized Signature) (Representative Name, Title)

(Printed Name and Title of Authorized Representative)

(Date)

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
SKILLED REHABILITATION THERAPY SERVICES

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Veterans Nursing Facility (WVVNF or Agency or Facility) is soliciting bids to establish a contract for Skilled Rehabilitation Therapy Service six (6) days a week.

2. **DEFINITIONS:** The terms listed below 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 must list its proposed price for the Contract Services. The Pricing Page is attached hereto as Exhibit A.

 - 2.3. **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

 - 2.4. **“WVVNF”** means WV Veterans Nursing Facility

 - 2.5. **“QI/QA”** means Quality Assurance and Quality Indicators

 - 2.6. **“MDS”** means Minimum Dataset

 - 2.7. **“Interdisciplinary Care Plan Team”** means a group of at least one team member of each area within WVVNF such as Dietary, Social Work, Activities, Respiratory, Doctor, Therapy, etc. that meets to discuss the plan of care of the resident.

3. **QUALIFICATIONS OF VENDOR:** Vendor must have the following minimum qualifications:
 - 3.1. Business licenses and/or certification required by law to provide Skilled Rehabilitative Therapy Services.

 - 3.2. Vendor must verify current licenses/certification and obtain copies for the personnel file.

REQUEST FOR QUOTATION
SKILLED REHABILITATION THERAPY SERVICES

- 3.3. Vendor must present licenses and/or certification within four (4) hours of WVNF request.
- 3.4. Providing an employee to WVNF who has a probationary or suspended license may be cause for contract termination.
- 3.5. Vendor shall have a minimum of three (3) years' experience in the Nursing Facility setting.
- 3.6. Vendor must be able to provide references upon request of WVNF.

4. QUALIFICATIONS OF OCCUPATIONAL THERAPIST AND OCCUPATIONAL THERAPIST ASSISTANT: Occupational Therapist and Occupational Therapist Assistant must have the following licenses/certifications; knowledge and understanding to include the following:

- 4.1. Must be licensed as an Occupational Therapist in the State of West Virginia.
- 4.2. Must be a Certified Occupational Therapy Assistant in the State of West Virginia.
- 4.3. Must comply with the West Virginia State Board of Occupational Therapy Examiners Rules and Regulations.
- 4.4. Must comply with the West Virginia Administrative Code Statutes governing in Occupational Therapy.
- 4.5. Must comply with the West Virginia revised statutes governing Occupational Therapy.
- 4.6. Must be familiar with the Occupational Safety Health Association (OSHA) regulations.

5. QUALIFICATIONS OF PHYSICAL THERAPIST AND PHYSICAL THERAPIST ASSISTANT: Physical Therapist and Physical Therapist Assistant must have the following licenses/certifications; knowledge and understanding to include the following:

- 5.1. Must be licensed as a Physical Therapist in the State of West Virginia.
- 5.2. Must comply with the West Virginia State Board of Physical Therapy Rules and Regulations.

REQUEST FOR QUOTATION
SKILLED REHABILITATION THERAPY SERVICES

- 5.3. Must comply with the West Virginia Administrative code statutes governing Physical Therapy.
- 5.4. Must comply with the revised statutes governing Physical Therapy.
- 5.5. Must be familiar with the Occupational Safety Health Association (OSHA) regulations.

6. QUALIFICATIONS OF SPEECH-LANGUAGE PATHOLOGIST: Speech-Language Pathologist must have the following licenses/certifications; knowledge and understanding to include the following:

- 6.1. Must be licensed as a Speech-Language Pathologist in the State of West Virginia.
- 6.2. Must have certification in clinical competence in speech language pathology granted by the American Speech and Hearing Association.
- 6.3. Must comply with the West Virginia Administrative Code Statutes governing Speech Pathology.
- 6.4. Must be familiar with the Occupational Safety Health Association (OSHA) regulations.

7. MANDATORY CONTRACT SERVICES REQUIREMENTS AND DELIVERABLES: Contract Services must meet or exceed the mandatory requirements listed below:

- 7.1. **OCCUPATIONAL THERAPY SERVICES:** The Occupational Therapist must perform the following services to include the following:
 - 7.1.1. Provide occupational (clinical) therapy as prescribed by the resident's attending physician.
 - 7.1.2. Incorporate the occupational therapy program with the resident's total plan of care.
 - 7.1.3. Coordinate occupational therapy services with the resident's attending physician and the WVVNF nursing staff.
 - 7.1.4. Participate in in-service training programs for nursing services and other related services. In-service training programs are held at the WVVNF. All in-service training materials will be provided at the cost of the WVVNF.

REQUEST FOR QUOTATION
SKILLED REHABILITATION THERAPY SERVICES

- 7.1.5. Attend and participate in resident assessment and care planning meetings as necessary.
- 7.1.6. 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
- 7.1.7. Assist the attending physician in an evaluation of a resident's level of function by applying diagnostic and prognostic tests.
- 7.1.8. Maintain the confidentiality of resident information as established by the WVNF and HIPAA policies and procedures.

7.2. OCCUPATIONAL THERAPIST ASSISTANT: The Occupational Therapist Assistant must perform the following services to include the following:

- 7.2.1. Help residents with rehabilitative activities and exercises outlined in treatment plan developed in collaboration with an occupational therapist.
- 7.2.2. Record residents' progress for the Occupational Therapist.
- 7.2.3. Maintain a safe and therapeutic environment; clean assigned areas and equipment; inspect equipment 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.
- 7.2.4. Maintain the confidentiality of resident information as established by the WVNF and HIPAA policies and procedures.

REQUEST FOR QUOTATION
SKILLED REHABILITATION THERAPY SERVICES

- 7.3. PHYSICAL THERAPY SERVICES:** The Physical Therapist must provide physical therapy as prescribed by the resident's attending physician and will be responsible for performing the following services to include the following:
- 7.3.1. Render therapy services to our residents in order to prevent deformities and reduce liabilities.
 - 7.3.2. Coordinate physical therapy services with nursing and other support services.
 - 7.3.3. Assist the resident in attaining his/her highest practicable level of function.
 - 7.3.4. Develop and participate in in-service training programs for nursing services and other related services. In-service training programs are held at the WVVNF on a monthly basis. All training materials will be provided at the cost of the WVVNF.
 - 7.3.5. Attend and participate in resident assessment and care planning meetings as necessary.
 - 7.3.6. 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
 - 7.3.7. Keep the resident's attending physician informed of the resident's progress and make appropriate recommendations.
 - 7.3.8. Maintain the confidentiality of resident information as established by the WVVNF and HIPAA policies and procedures.

REQUEST FOR QUOTATION
SKILLED REHABILITATION THERAPY SERVICES

7.4. PHYSICAL THERAPY ASSISTANT: The Physical Therapy Assistant will be responsible for performing the following services to include the following:

- 7.4.1. Assist physical therapist in providing services that help improve mobility, relieve pain, and prevent or limit permanent physical disabilities.
- 7.4.2. Maintain the confidentiality of resident information as established by the WVNF and HIPAA policies and procedures.

7.5. SPEECH THERAPY SERVICES: The Speech-Language Pathologist must perform the following services to include the following:

- 7.5.1. Provide services as prescribed by the resident's attending physician.
- 7.5.2. Plan, organize and direct speech pathology programs that meet the resident's needs
- 7.5.3. Coordinate services with the attending physician and nursing services.
- 7.5.4. Incorporate speech programs into the resident's total care plan.
- 7.5.5. Enter written notes in the resident's medical record after each treatment. Notes must indicate the treatment performed and the reaction of the resident to the treatment. Notes must be signed by the speech pathologist or audiologist.
- 7.5.6. Provide written, dated and signed reports of each consultation visit to the Nursing Supervisor. Such reports must contain the therapist's:
 - A. Findings
 - B. Recommendations
 - C. Plans for implementation
 - D. Plans for continued assessments
- 7.5.7. Instruct other health team personnel and family members in methods of assisting the resident to improve or correct a speech or swallowing disorder.
- 7.5.8. Vendor shall have certification in clinical competence in speech language pathology granted by the American Speech and Hearing Association. Certification shall be provided upon request.
- 7.5.9. Maintain the confidentiality of resident information as established by the WVNF and HIPAA policies and procedures.

8. OTHER GENERAL VENDOR REQUIREMENTS:

REQUEST FOR QUOTATION
SKILLED REHABILITATION THERAPY SERVICES

- 8.1. All staff assigned to WVVNF, pursuant to this agreement will, for all purposes, be considered an employee of the Vendor only. The Vendor must assume sole and exclusive responsibility for the payment of wages and any benefits to the employees providing services to WVVNF.
- 8.2. Vendor must ensure that all employees assigned to work at WVVNF have an annual physical and tuberculosis (TB) screening before commencing work and yearly thereafter. The physical and TB screening will be performed at and provided by WVVNF.
- 8.3. Vendor and Therapists must maintain the confidentiality of resident information as established by HIPAA as well as WVVNF policies and procedures.
- 8.4. Vendor must 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 licensed therapist assigned to the facility.
- 8.5. Vendor must provide rehabilitative services to WVVNF Veterans and members at least six (6) days a week, Monday through Saturday, 7 am – 7 pm, or as otherwise instructed by WVVNF.
- 8.6. Vendor must provide physical, occupational and speech therapy services in accordance with the attending physician's orders and treatment plan.
- 8.7. Vendor must work with Physicians, Nurses, Physical Therapists, Occupational Therapists, Dietary Consultants and any other WVVNF care and/or rehabilitative services in determining care planning and treatment modalities.
- 8.8. Vendor must assess resident progress and response to treatment and participate as necessary in care plan reviews with the interdisciplinary care plan team.
- 8.9. Vendor must provide home assessments for potential discharges and report outcomes to the interdisciplinary team.

**REQUEST FOR QUOTATION
SKILLED REHABILITATION THERAPY SERVICES**

- 8.10.** Vendor must provide oversight of wheelchair clinic, and maintain inventory of wheelchairs, equipment and accessories (assigned and unassigned).
- 8.11.** Vendor must determine rehabilitation goals for each resident based on their needs, relative to their physical and mental level of functioning, their overall care plan and preferences.
- 8.12.** Program Manager must 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.
- 8.13.** The Regional Director must perform clinical and regulatory reviews and submit quarterly reports for quality assurance.
- 8.14.** The Program Manager will provide additional documentation regarding the services provided, upon the request of the WVNF Administrator.
- 8.15.** Vendor must provide recommendations for staffing patterns appropriate to the rehabilitation caseload.
- 8.16.** Vendor must monitor productivity and efficiency of rehabilitation service staff.
- 8.17.** Vendor must maintain records of patient service, utilize tracking systems, forms, etc. and have detailed policies on completion of these records.
- 8.18.** Vendor must verify all services through documentation in the resident's clinical record in accordance with best practice in the field.
- 8.19.** Vendor must provide any documentation upon inquires of Medicare, Medicaid and other third-party payers for services provided.
- 8.20.** Offers ability to provide therapy information for MDS data collections based on state, BA, and Federal guidelines.
- 8.21.** Vendor must provide services within the budgetary limits as defined by WVNF.
- 8.22.** Vendor must provide a copy of their corporate compliance manual/program at the request of WVNF.

REQUEST FOR QUOTATION
SKILLED REHABILITATION THERAPY SERVICES

- 8.23. Vendor must meet WVVNF's requirements for health screening and documentation of immunizations.
- 8.24. Vendor must provide marketing support of the therapy program and the facility.
- 8.25. Vendor must 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.
- 8.26. Vendor must complete comprehensive clinical audits on at least a monthly basis. Documentation will be reviewed for clinical reasoning, technical accuracy, and medical necessity. WVVNF may conduct unannounced documentation reviews. Should the result(s) fall below the standards agreed upon by the Vendor and WVVNF, a formalized plan of corrections must be instituted. Audits must be reviewed with the Administrator or Assistant Administrator.
- 8.27. Vendor must provide WVVNF statistical information for cost reporting.
- 8.28. Vendor must provide and maintain written documentation in individual charts of patient treatment, progress and evaluations in accordance with WVVNF policies and procedures, and in accordance with requirements of Federal and State governmental agencies and/or other third-party payers.
- 8.29. Vendor and vendor personnel assigned to WVVNF must follow WVVNF work policies, standards and procedures at all times and conform in all respects with regard to physical, fire and security regulations while on the premises of the WVVNF.
- 8.30. All personnel assigned by vendor must attend the 3-day WVVNF employee orientation at WVVNF annually as instructed by WVVNF staff development personnel. Time spent in training shall be billed at each individual's regular hourly rate.
- 8.31. All personnel assigned must be employees of the Vendor at the time of any specific work assignment to the WVVNF.
- 8.32. Before making a referral of one of its employees, vendor must 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.

**REQUEST FOR QUOTATION
SKILLED REHABILITATION THERAPY SERVICES**

- 8.33.** Personnel provided by the vendor must follow WVVNF rules, to include but not limited to the following:
- A.** No smoking in the work area
 - B.** Interacting cordially with WVVNF personnel and residents.
 - C.** Responding professionally to WVVNF supervisory personnel.
 - D.** Following other State/WVVNF rules as required.
 - E.** Parking in WVVNF assigned locations with reporting for duty.
- 8.34.** When reappointing a licensed independent practitioner, the vendor must review such individual's record for experience.
- 8.35.** Vendor must systematically assess whether individual with clinical privileges act within the scope of work.
- 8.36.** Upon request, Vendor must provide copies of credential records and applications to the WVVNF Purchasing Office for each licensed practitioner providing services at WVVNF.
- 8.37.** Vendor must comply with WVVNF internal therapy authorization process and all policies and procedures. WVVNF will provide policies and procedures upon award of the resultant contract.
- 8.38.** Vendor must 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 must provide the monthly billing logs within two (2) business days of the month end.
- 8.39.** Vendor must inform WVVNF in writing and receive approval prior to initiating any significant changes in procedure related to patient care, billing and/or scope of work.
- 8.40.** Vendor must maintain security over all records, reports and related material(s) and will release such information only in a manner authorized by WVVNF.
- 8.41.** Vendor must bill Medicare Part B for services rendered and must provide proof that they are a provider of Medicare Part B prior to award of contract.

REQUEST FOR QUOTATION
SKILLED REHABILITATION THERAPY SERVICES

9. AGENCY (WVVNF) RESPONSIBILITIES:

- 9.1. Agency will 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.
- 9.2. Agency shall provide a computer for vendors use. All information technology policies shall apply.
- 9.3. Agency shall provide all internal policies and procedures to the vendor upon award of the resultant contract.

10. CONTRACT AWARD:

- 10.1. **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 Page.
- 10.2. **Pricing Page:** Vendor must complete the Pricing Pages (Exhibit A) by listing Flat Rate Amount for each line item and the extended Amount for each item listed (individual Flat (x) estimated Number of Trips per month as listed for each item), and overall total cost (this number should come from the estimated Number of Trips per Month totals). Vendor must complete the Pricing Pages (Exhibit A) in their entirety as failure to do so may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Stephanie.L.Gale@wv.gov

PLEASE READ THIS SECTION IN ITS ENTIRETY:

REQUEST FOR QUOTATION
SKILLED REHABILITATION THERAPY SERVICES

IF VENDOR IS SUBMITTING AN ELECTRONIC BID:

Vendor MUST completed the ATTACHED Pricing Page, Exhibit A. If bidding electronically, Vendor is to put \$0.00 on the commodity line in wvOASIS, complete the Excel Pricing Page, and upload into wvOASIS as an attachment. Only pricing submitted via Exhibit A Pricing Page will be evaluated for award.

- 11. 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 must perform in accordance with the release orders that may be issued against the Contract.
- 12. PAYMENT:** Agency shall pay hourly rate, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor must accept payment in accordance with the payment procedures of the State of West Virginia.
- 13. TRAVEL:** Vendor will 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 separately.
- 14. 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:
 - 14.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 14.2.** Vendor must be responsible for controlling cards and keys and must pay replacement fee, if the cards or keys become lost or stolen.
 - 14.3.** Vendor must notify Agency immediately of any lost, stolen, or missing card or key.
 - 14.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 14.5.** Vendor must inform all staff of Agency's security protocol and procedures.

REQUEST FOR QUOTATION
SKILLED REHABILITATION THERAPY SERVICES

15. VENDOR DEFAULT: The following shall be considered a vendor default under this Contract.

- 15.1. Failure to perform Contract Services in accordance with the requirements contained herein.
- 15.2. Failure to comply with other specifications and requirements contained herein.
- 15.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 15.4. Failure to remedy deficient performance upon request.
- 15.5. The following remedies shall be available to Agency upon default.
 - A. Cancellation of the Contract.
 - B. Cancellation of one or more release orders issued under this Contract.
 - C. Any other remedies available in law or equity.

16. MISCELLANEOUS:

16.1. **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: Purity Ndolo

Telephone Number: 800-442-5441

Fax Number: 800-805-9016

Email Address: pndolo@jaykaymedicalstaffing.com



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

State of West Virginia
 Request for Quotation
 33 — Service - Misc

Proc Folder: 543518

Doc Description: Skilled Rehabilitation Therapy Services for WV/NF

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-07-22	2019-08-05 13:30:00	CRFQ 0613 VNF1900000002	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:

JayKay Medical Staffing
 2058 Classique Lane
 Tavares FL 32778
 800-442-5441 Ext 101

FOR INFORMATION CONTACT THE BUYER

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

Signature X *Parity M Nade*

FEIN # 200131316

DATE 07/29/2019

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

ADDITIONAL INFORMATION:

The West Virginia Veterans Nursing Facility (WVNF or Agency or Facility) is soliciting bids to establish a contract for Skilled Rehabilitation Therapy Service six (6) days a week.

INVOICE TO		SHIP TO	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		VETERAN'S NURSING FACILITY 1 FREEDOMS WAY	
CLARKSBURG	WV26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Occupational Therapist Services	5000.00000	HOUR	56.48	282400.00

Comm Code	Manufacturer	Specification	Model #
85122102			

Extended Description :

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

INVOICE TO		SHIP TO	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		VETERAN'S NURSING FACILITY 1 FREEDOMS WAY	
CLARKSBURG	WV26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Occupational Therapist Assistant	800.00000	HOUR	48.00	38400.00

Comm Code	Manufacturer	Specification	Model #
85122102			

Extended Description :

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

INVOICE TO		SHIP TO	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		VETERAN'S NURSING FACILITY 1 FREEDOMS WAY	
CLARKSBURG	WV26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Physical Therapist Services	1500.00000	HOUR	56.48	84720.00

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		VETERAN'S NURSING FACILITY 1 FREEDOMS WAY	
CLARKSBURG	WV26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Physical Therapist Assistant	3200.00000	HOUR	49.00	156800.00

Comm Code	Manufacturer	Specification	Model #
85122101			

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		VETERAN'S NURSING FACILITY 1 FREEDOMS WAY	
CLARKSBURG	WV26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Speech-Language Pathologist	400.00000	HOUR	69.00	27600.00

Comm Code	Manufacturer	Specification	Model #
85122108			

Extended Description :

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

VNF190000002	Document Phase Final	Document Description Skilled Rehabilitation Therapy Services for WVNF	Page 4 of 4
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions