



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 7

List View

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

Procurement Folder: 797532


Procurement Type: Central Master Agreement

Vendor ID: 000000109245 

Legal Name: JAYKAY INC

Alias/DBA: JAYKAY INC

Total Bid: \$92,040.00

Response Date: 12/14/2020 

Response Time: 12:50

SO Doc Code: CRFQ

SO Dept: 0511

SO Doc ID: BCF210000001

Published Date: 12/4/20

Close Date: 12/15/20

Close Time: 13:30

Status: Closed

Solicitation Description: REGISTERED NURSE STAFFING SERVICES

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Registered Nurse Staffing Services	1560.0000	HOUR	59.000000	92040.00

Comm Code	Manufacturer	Specification	Model #
80111606			

Commodity Line Comments:

Extended Description:

Registered Nurse Staffing Services



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

State of West Virginia
 Centralized Request for Quote
 Medical

Proc Folder: 797532		Reason for Modification:	
Doc Description: REGISTERED NURSE STAFFING SERVICES		ADDENDUM 1 ANSWERS TO VENDOR QUESTIONS	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2020-12-04	2020-12-15 13:30	CRFQ 0511 BCF2100000001	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000109245
Vendor Name : Jaykay Services, Inc. dba Jaykay Medical Staffing
Address : 2054
Street : Classique Lane
City : Tavares
State : FL **Country :** USA **Zip :** 32778
Principal Contact : Michelle McCarty
Vendor Contact Phone: 800-442-5441 **Extension:** 122

FOR INFORMATION CONTACT THE BUYER
 Crystal G Hustead
 (304) 558-2402
 crystal.g.hustead@wv.gov

Vendor Signature X *Michelle McCarty* **FEIN#** 20-0131316 **DATE** December 14, 2020

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

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR CHILDREN AND FAMILIES, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR REGISTERED NURSE STAFFING SERVICES PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES WV CHILDRENS HOME 230 HEAVNER AVE ELKINS WV 26241 US	HEALTH AND HUMAN RESOURCES WEST VIRGINIA CHILDRENS HOME 230 HEAVNER AVE ELKINS WV 26241 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Registered Nurse Staffing Services	1560.00000	HOUR	\$59.00	\$92,040.00

Comm Code	Manufacturer	Specification	Model #
80111606			

Extended Description:

Registered Nurse Staffing Services

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2020-12-04

SOLICITATION NUMBER: CRFQ BCF210000001

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ BCF210000001 (“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. Provide a response to vendor questions

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.

ADDENDUM #1 TO RESPOND TO VENDOR QUESTIONS

Vendor Question #1

Are the 1560 hours weekly or monthly?

Agency Response to Vendor Question #1

1560 hours is the estimated hours for the entire year.

Vendor Question #2

How many RNs do you anticipate needing on a weekly basis?

Agency Response to Vendor Question #2

We anticipate needing 1 nurse, Monday thru Friday, 30 hours a week, for 1 year.

Vendor Question #3

What is the estimated spend for this contract?

Agency Response to Vendor Question #3

The spend for this contract will be determined by the bids received.

Vendor Question #4

Why are these services being put out to bid?

Agency Response to Vendor Question #4

These services are needed to replace the current contract which will expire on 01/31/2021.

Vendor Question #5

What are your current bill rates and pay rates for these services?

Agency Response to Vendor Question #5

The current contract rate is \$48.49 per hour.

Vendor Question #6

Who is your current vendor?

Agency Response to Vendor Question #6

The current vendor is AMG Healthcare Services Inc.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ BCF210000001

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 that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Jaykay Services, Inc. dba Jaykay Medical Staffing
Company

Michelle McCarty
Authorized Signature

November 14, 2020
Date

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

**REQUEST FOR QUOTATION
CRFQ BCF210000001
Registered Nurse Staffing Services**

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Health and Human Resources, Bureau for Children and Families to establish an open-end contract for Registered Nurse for our Children’s Home at 230 Heavner Avenue, Elkins WV 26241.

NOTE: This request is covered in part or in whole by federal funds. All bidders will be required to acknowledge and adhere to “Attachment 1 - Provisions Required for Federally Funded Procurements”.

NOTE: The WVDHHR has developed an EEOP Utilization Report and it is available at: <http://www.wvdhhr.org/pdfs/H1.5%20Utilization%20Report%20and%20EEO%20policy.pdf>

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

2.1 “Contract Item” or “Contract Items” means the list of items identified in Section 3.1 below and on the Pricing Pages.

2.2 “Pricing Pages” means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.

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 “RN” means Registered Nurse.

3. GENERAL REQUIREMENTS:

3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 Registered Nursing Services (RN’s)

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Registered Nurse Staffing Services

- 3.1.1.1** RN(s) must be licensed by the West Virginia Board of Nurses.
- 3.1.1.2** RN(s) must have a minimum of one (1) year experience in Long Term Care.
- 3.1.1.3** RN(s) must participate in Treatment Team Meetings to develop Individualized Treatment Plans, direct consultations, receive and give recommendations to and from other disciplines to maximize positive behavioral results.
- 3.1.1.4** RN(s) must administer medications as prescribed by treating Physician(s).
- 3.1.1.5** RN(s) must ensure timely documentation into patient's electronic medical records, per the policies and procedures and common practice of the particular facility utilizing the staff. Policies and procedures will be provided during the facility orientation.
- 3.1.1.6** RN(s) must oversee all medical related emergencies.
- 3.1.1.7** RN(s) must be available to testify in court and commitment hearings when necessary.
- 3.1.1.8** RN(s) work schedule will be 30 hours per week / 6 hours per day Monday thru Friday.

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by entering the hourly cost information in Oasis. Vendor should complete the Pricing Pages

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in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

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

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within two (2) working days after orders are received. Vendor shall deliver emergency orders within one (1) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination

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to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

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

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

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

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

7.1.4 Failure to remedy deficient performance upon request.

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

7.2.1 Immediate cancellation of the Contract.

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

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

8.4 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 M Ndolo
Telephone Number: 800-442-5441 ext 101
Fax Number: 800-805-9016
Email Address: pndolo@jaykaymedicalstaffing.com

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: 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 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 upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

Registered Nursing License by the West Virginia Board of Nurses.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below 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-See Below per occurrence.

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

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

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

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

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

*****THE STATE OF WEST VIRGINIA MUST BE LISTED AS ADDITIONAL INSURED ON INSURANCE CERTIFICATE**

*****INSURANCE CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**
WV DHHR
230 HEAVNER AVE, ELKINS, WV 26241

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:

N/A for N/A

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 01/09/2020

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.

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

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.

Michelle McCarty Proposal Writer
(Name, Title)
Michelle McCarty, Proposal Writer
(Printed Name and Title)
2054 Classique Lane, Tavares, FL 32778
(Address)
800-442-5441 ext 122/ 800-805-9016
(Phone Number) / (Fax Number)
mmccarty@jaykaymedicalstaffing.com
(email address)

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

Jaykay Services, Inc. dba Jaykay Medical Staffing
(Company)

Michelle McCarty Proposal Writer
(Authorized Signature) (Representative Name, Title)

Michelle McCarty - Proposal Writer
(Printed Name and Title of Authorized Representative)

December 14, 2020
(Date)

800-442-5441 ext 122, 800-809-0158
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ BCF2100000001

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.

Jaykay Services, Inc. dba Jaykay Medical Staffing
Company

Michelle McCarty
Authorized Signature

December 14, 2020
Date

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

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or "Interested parties" means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Jaykay Services Inc. dba Jaykay Medical Staffing Address: 2054 Classique Lane
Tavares, FL 32778

Name of Authorized Agent: Michelle McCarty Address: _____

Contract Number: CRFQ 0511 BCF2100000001 Contract Description: Registered Nurse Staffing Services

Governmental agency awarding contract: _____

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: Michelle McCarty

Date Signed: December 14, 2020

Notary Verification

State of Florida, County of Lake:

Michelle McCarty, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 14th day of December, 2020.



Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



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

**State of West Virginia
 Centralized Request for Quote
 Medical**

Proc Folder: 797532			Reason for Modification: ADDENDUM 1 ANSWERS TO VENDOR QUESTIONS
Doc Description: REGISTERED NURSE STAFFING SERVICES			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2020-12-04	2020-12-15 13:30	CRFQ 0511 BCF2100000001	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:
Vendor Name :
Address :
Street :
City :
State : **Country :** **Zip :**
Principal Contact :
Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
 (304) 558-2402
 crystal.g.hustead@wv.gov

Vendor Signature X **FEIN#** **DATE**

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

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR CHILDREN AND FAMILIES, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR REGISTERED NURSE STAFFING SERVICES PER THE ATTACHED DOCUMENTS.
 QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES WV CHILDRENS HOME 230 HEAVNER AVE ELKINS WV 26241 US	HEALTH AND HUMAN RESOURCES WEST VIRGINIA CHILDRENS HOME 230 HEAVNER AVE ELKINS WV 26241 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Registered Nurse Staffing Services	1560.00000	HOUR	\$59.00/hr	\$92,040.00

Comm Code	Manufacturer	Specification	Model #
80111606			

Extended Description:
Registered Nurse Staffing Services

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2020-12-04

	Document Phase	Document Description	Page
BCF210000001	Final	REGISTERED NURSE STAFFING SERVICES	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



JAYKAY MEDICALSTAFFING

Connecting Top Talent with Careers They Desire,

And Clients with Their Next Great Hire!



Jaykay Medical Staffing

*2054 Classique Lane, Tavares, FL 32778 *Ph: 800-442-5441 X105 * Fax: 800-809-0158*

Website: www.jaykaymedicalstaffing.com

Email: Michelle McCarty, Proposal Writer, mmccarty@jaykaymedicalstaffing.com 800-442-5441 X122 or

Purity Ndolo, President & CEO, Pndolo@jaykaymedicalstaffing.com 800-442-5441 X101

Proposal Submitted To: Division of Human Services, Charleston

Bid/Solicitation Name: Registered Nurse Staffing Services

RFP# BCF2100000001 Due Date: December 15, 1:30 PM



December 14, 2020

Re: RFP# BCF210000001

Division of Human Services
Proposal #BCF210000001
Attn: Crystal G. Husted
crystal.g.husted@wv.gov
2019 Washington Street, East
Charleston, West Virginia 25305-0130

Jaykay Medical Staffing has successfully been providing talent recruitment for more than 15 years, with recruiters with more than 25 years of experience, specializing in the placement of licensed healthcare professionals across the United States. We have offices in Orlando and California, and we are well suited to meet your staffing needs.

We are pleased to present this proposal to the Division of Human Services. Jaykay Medical Staffing is a quality search firm and our targeted recruiting methods and thorough screening process will provide you with exceptional Registered Nurse Staffing Services for the Division of Human Services **in Charleston, as outlined in the RFP# BCF210000001.**

Jaykay Medical Staffing is ready to implement services within one week of being awarded the bid.

Jaykay Medical Staffing specialize in recruiting motivated and qualified staff coast to coast. We bring expertise to medical professional placements as Jaykay Medical Staffing proudly was awarded the Joint Commission Gold Seal for National Quality Approval, as well as, awarded the Certificate of Distinction for Health Care Staffing by the Joint Commission in 2016. These accommodations by JCAHO confirms our ability to provide qualified & competent staffing services to the healthcare industry and any entity that hires medical personnel.

Jaykay Medical Staffing has a long history of placing healthcare professionals including LPNs, RNs, Pharmacists, Licensed Clinical Social Workers, Licensed Therapists, Physicians and many more medical personnel with our clients seeking highly devoted, experienced and motivated temporary staffing candidates. We already have several clients in several states, and we look forward to the opportunity to serve you and continuing a long and rewarding relationship with the Division of Human Services. I hope you find this proposal thorough having addressed everything requested in the IFB document. Jaykay Medical Staffing is ready to help you with "Your Next Great Hire."

Michelle McCarty, Proposal Writer
Jaykay Medical Staffing
2054 CClassique Lane
Tavares, FL 32778
800-442-5441 X122, mmccarty@jaykaymedicalstaffing.com



Supporting Special Needs

Jaykay Medical Staffing wishes to help provide qualified, professional, efficient, Registered Nurse Staffing Services , on an as needed basis, to support the Division of Human Services in Charleston. At Jaykay Medical Staffing, it is our goal to connect top candidates with the careers they desire and deliver to our client's their Next Great Hire! It is the nature of healthcare professionals to want to jump into action and care for those in need. We are committed to finding you the nursing professionals you need to care for your patients.

Advertising / Marketing Open Positions

Jaykay Medical Staffing promotes, advertises and markets open positions through a variety of methods including but not limited to, utilizing our membership and networking in the American Staffing Association, numerous job boards including professional trade job boards, direct mail campaigns to targeted qualified professionals in our network and beyond, email blasts to our network of licensed professionals, social media such as Twitter, Facebook etc., print advertising, word of mouth, website interactive modules, mobile recruiting apps, career fairs and more.

Always On Call

When our offices are closed, we are always available through our 800-442-5441 X106 On-Call number.



Credentialing and Competency Tests and Assessment

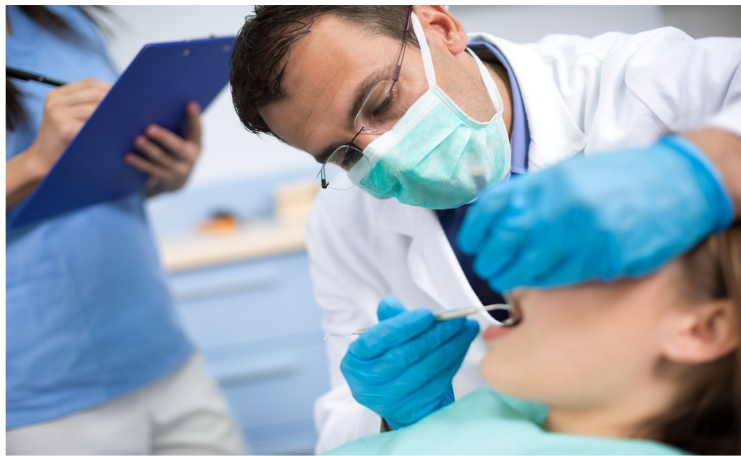
Jaykay Medical Staffing assesses, and documents clinical staff competence based on the techniques, procedures, technology, and skills needed to provide care, treatment, and services to the populations served. Jaykay Medical Staffing's initial assessment of clinical privileges and credentials and competencies is finalized upon the completion of Jaykay Medical Staffing's orientation. We ensure all credentials are current and in good standing, as well as assess and reassess competencies on an ongoing basis, annually at the very minimum, based on the customer's report of clinical staff performance. We routinely engage, through questionnaire and telephonic conferences, our clients in the evaluation process since they are the ones on the ground with direct observation of our staff performance.

Although screenings for Healthcare Personnel candidates may vary, the routine competency tests and training we require our direct care providers to take and pass before hire are as follows; Comprehensive Core Competency - Nursing, National Patient Safety Goals, Abuse and Neglect, Infection Control (Includes: Blood-Borne Pathogens, Transmission-Based Precautions, CDC Guidelines), Advance Directives, Latex Allergy, Age Specific, Legal Issues In Healthcare, Body Mechanics, OSHA, Care Planning, Pain Management, Color Vision, Patient Rights, HIPAA, Complaints and Grievances, Patient Safety, Compliance, Quality Improvement, Cultural Diversity, Restraints, Environment of Care (Includes: Life Safety, Hazardous Material, Waste Management, Medical, Equipment Management, Emergency Preparedness, Utility Management, Security Management, Bio-Terrorism, Fire Safety), Risk Management, Ethics, Sexual Harassment, Falls Prevention, Substance Abuse Recognition, Workplace Violence.

We will complete any and all routine Livescan **background checks, including a fingerprint scan and criminal history background checks, and obtain Department of Justice Background clearance for all Registered Nurse Staffing Services performing work with the Division of Human Services.** Each candidate will also provide at least 2 verifiable employment references.

We acknowledge all staff must possess professional licensing and registration requirements for the State of West Virginia. All temp staff will abide by all ordinances and laws pertaining to their operation and conduct all services in accordance with industry standards of care.

Jaykay Medical Staffing has the appropriate general liability, professional liability & Worker's Compensation coverage.



Extensive Databank of Qualified Candidates

Our diligent recruiting strategies have allowed us to create a data bank in excess of 60,000 prescreened and qualified nurses and all allied health professionals across the Country, allowing us to fill vacancies in record time.

Jaykay Medical Staffing uses an online based staffing software system. This staffing system simplifies our recruitment, credentialing and screening process to manage our orders and our service providers. By using this software, we are greatly advantaged because we are able to track the status of licenses, certifications, CPR, TB, First Aid and any other documents with time limits. We are able to communicate with our staff to ensure that they renew their documents in a timely manner. We ensure all health and immunization requirements are met before the first day of work.

We also have the ability to allow the facilities to login to our databank and retrieve documents in case a facility needs a nurse's credential information due to audits, licensing or other reasons and they have misplaced or cannot find the nurses personnel documents or the documents they have are expired. We simply send them a password to print the documents they need for the employee. Information is readily available when working with Jaykay Medical Staffing.

Presenting Only The Best & Most Qualified Candidates to Our Clients

We will search our expansive networks, recruit top talent that meet your specifications, and conduct the required and extensive screenings, and ultimately presenting you with the best and most qualified candidates for the Registered Nurse Staffing Services *needs at the* Division of Human Services.

Successful recruiting is more than finding people who want to work and recruiting for the healthcare industry specifically requires a particular expertise as well as a thorough vetting and screening process. We have proven recruiting methods that garner results for our clients.



Meet Our Team

PRESIDENT & CEO

Purity Ndolo, the Founder of Jaykay Medical Staffing has 20 plus years' experience in recruiting and staffing management, across the United States and Abroad. As the founder, she has been providing leadership for this growing organization since 2003. Jaykay Medical Staffing is a Nationwide Healthcare Staffing Agency positioned as a leader in the healthcare, professional and allied health care staffing industry. We are a diversified staffing solutions organization comprised of a cohesive team of innovative people and are dedicated to providing the highest quality situational staffing solutions with the greatest value.

It is Mrs. Ndolo's responsibility to ensure that the delivery of nursing services by Jaykay Medical Staffing staff is professional, timely and that all nurses have been properly screened, tested, trained and placed in facilities or departments they are experienced in and are able to provide competent service to the consumers.

CHIEF OPERATING OFFICER

Ezra Ndolo is the Chief Operations Officer at Jaykay Medical Staffing with more than 30 years of recruiting across the states. He provides leadership and management oversight to the operational controls and reporting procedures to ensure the mission objectives are met as well as the financial strength and operating efficiency of the company. Ezra conducts site visits and attends pre-bid conferences upon request by clients. Additionally, Mr. Ndolo brings a unique perspective with more than 35 years of experience as a Registered Licensed Occupational Therapist (OTR) in the patient care arena.

PROPOSAL WRITER

Michelle McCarty is the Proposal Writer for Jaykay Medical Staffing. Michelle has more than 15 years of bid experience. As Jaykay Medical Staffing's Proposal Writer, Michelle delivers attentive and exceptional customer service to our providers and project managers while processing our client proposals.



In addition to the Leadership Team outlined on the previous page, you will find our Jaykay Recruiting Team to be responsive, talented, and well versed in recruiting qualified healthcare professionals. our Recruitment Specialists are listed below.

RECRUITING DEPARTMENT - CARIN KETCHUM

Carin Ketchum is a Recruiting Manager at Jaykay Medical Staffing with nearly ten years' experience. Every day, she works diligently recruiting for our clients including the California Department of Corrections for the past 7 years. She has exceptional customer service skills and an excellent work history with proven results. Carin is an expert in placing healthcare professionals, including but not limited to, Medical Assistants, CNAs, LPNs, RNs, LCSWs, Dieticians, Pharmacists, Recreational Therapists, Primary Care Physicians, Psychiatrists, and Dentists. She successfully fills the orders needed in a timely manner and meets all the credentialing standards for all positions in every state.

RECRUITING DEPARTMENT – Shane Davies

Shane Davies is a Staffing Specialist at Jaykay Medical Staffing and successfully places highly qualified healthcare personnel in clinics, hospitals, behavioral health facilities, governmental entities and a variety of medical facilities around the country. Shane is an expert at conducting thorough background checks including transcripts, and credentials. He is a trusted resource for the talent within our network and he acts as a liaison with clients and candidates discussing salary expectations and negotiations, problem solving and all hiring issues. He offers exceptional customer service and is responsive and skilled at filling clients' urgent staffing needs.

The Jaykay Medical Staffing leadership and recruitment team is poised to provide any position anywhere in the country. And we are immediately ready to fulfill your staffing needs.

Equal Opportunity Employer

Jaykay Medical Staffing is an Equal Opportunity Employer and we do not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to normal operations.



The State of Florida Agency for Healthcare Administration (AHCA) registered Jaykay Medical Staffing in the Health Care Services Pool awarded by the Division of Health Quality Assurance. (Certificate #5717).

The State of California recognizes Jaykay Services Inc dba Jaykay Medical Staffing is a California Corporation authorized to transact business in the State of Florida. (Doc #F0400006237).

The State of Florida Department of State certified Jaykay Medical Staffing as doing business in Florida as Jaykay Services, Inc. and is doing business as entity Jaykay Medical Staffing.

The Central & North Florida Minority Supplier Development Council certified Jaykay Medical Staffing as a Minority Business Enterprise since 2013. NAICS Code #561320:561720:621610, Cert#GF589777



REFERENCES

The following are a few of our delighted clients we have provided temporary and permanent placement including non-health related and a wide variety of allied health and executive level health professionals.

INDUSTRY: Hospital
CLIENT: Bon Secours Mary Immaculate Hospital
ADDRESS: 3636 High St., Portsmouth, VA 23707
CONTACT NAME: Tamra Shafer, Staffing Office, Nursing Administration
PHONE: 757-633-2148 EMAIL: tamra_shafer2@bshsi.org
VALUE OF SERVICE: \$500,000 Per Year

INDUSTRY: State Hospital
CLIENT: Department of Health And Human Services, WV
ADDRESS: 1530 Norway Ave, Huntington, WV 25705
CONTACT NAME: Sheridan Adkins, HR Assistant
PHONE: 304-545-7801 ext.627 EMAIL: Sheridan.j.adkins@wv.gov
VALUE OF SERVICE: \$800,000 Per Year

INDUSTRY: Government Facility
CLIENT: West Virginia Veterans Nursing Facility
ADDRESS: One Freedom Way, Clarksburg, West Virginia 26301
CONTACT NAME: Marianne Helm RN, Nurse Director 11/DON
PHONE: 304-626-1600 Xt. 3030 EMAIL: marianne.s.helm@wv.gov
VALUE OF SERVICE: \$2,500,000 Per Year



State of Florida Department of State

I certify from the records of this office that JAYKAY SERVICES, INC. is a California corporation authorized to transact business in the State of Florida, qualified on November 1, 2004.

The document number of this corporation is F04000006237.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on October 14, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighteenth day of March, 2020*



Ronald R. Lee
Secretary of State

Tracking Number: 9952939382CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



JAYKAY MEDICAL STAFFING IS THE RIGHT CHOICE

Jaykay Medical Staffing has an expertise in recruiting and successful placement of licensed, qualified and experienced healthcare personnel for the following types of clients make us the ideal choice for this contract for temporary medical staffing recruitment services.

CORRECTIONAL FACILITIES

YOUTH CORRECTIONAL FACILITIES

BEHAVIORAL HEALTH FACILITIES

VETERANS FACILITIES & HOSPITALS

GOVERNMENT AGENCIES

INPATIENT & OUTPATIENT CLINICS

- Our experienced recruiters are fully prepared & capable of handling the workload associated with this contract.
- Jaykay Medical Staffing has a huge network of licensed healthcare professionals across the US.
- Jaykay Medical Staffing is very familiar w strict demands, setting, pay rates, scheduling, orientation logistics, dress code, vacation and holiday policies, gate clearance requirements etc. for high security, healthcare and government clients across the country.
- Having clients in a variety of states including New York, California, Nebraska, Florida.
- We diligently follow state and federal guidelines, comply with client policies, and we fully deliver all needs outlined in the contracts we sign.
- Jaykay Medical Staffing agrees and is dedicated to the Protected Health Information in compliance with the Standards for Privacy of the Individually Identifiable Health Information under the Health Insurance and Portability Act of 1996 (HIPAA).
- Jaykay Medical Staffing is a woman and minority owned business and is led by President and CEO Purity Ndolo who has been providing leadership to this quality search firm for more than 15 years. We are currently undergoing the certification process.
- Jaykay Medical Staffing has successfully placed countless positions, without incident and remains in excellent standing with its clients across the nation.
- Jaykay Medical Staffing is well versed in working with the Federal or State health care laws, regulations, standards and practices all across the United States.
- Jaykay Medical Staffing is dedicated to finding the ideal candidate to fill any and all temporary and permanent staffing and health related positions for our clients from Florida to California.



Proposal Approval Sheet

Bid Solicitation Name: Division of Human Services

Registered Nurse Staffing Services

RFP #: BCF2100000001

Proposal Due Date: 12/15/2020 1:30 PM

Signatures below authorize the approval of the proposal as written and authorize the submission of the attached proposal.

Purity M Ndolo

Purity Ndolo, President & CEO

Jaykay Medical Staffing

Date 12/14/2020

Michelle McCarty

Michelle McCarty, Proposal Writer

Jaykay Medical Staffing

Date 12/14/2020

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Jaykay Services Inc. dba Jaykay Medical Staffing

Authorized Signature: Michelle McCarty Date: December 14, 2020

State of Florida

County of Lake, to-wit:

Taken, subscribed, and sworn to before me this 14th day of December, 2020

My Commission expires May 13th, 2023.

AFFIX SEAL HERE



NOTARY PUBLIC

