



State of West Virginia
Department of Administration
Purchasing Division
2010 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER	VMF1015
ISSUE DATE	09/01/11
ISSUE TIME	10:44:56 AM
ISSUE BY	TARA LYLE
ISSUE PHONE	304-556-2044

ADDRESS

RPO COST
TYPE 1000 ADDRESS MARK

West Virginia Nursing Network

ADDRESS

DIVISION OF VETERANS AFFAIRS
VETERAN NURSING FACILITY

ONE FREEDOMS WAY
CLARKSBURG, WV
26101

304-247-7415

DATE POSTED	ISSUE DATE	ISSUE TIME	ISSUE BY	ISSUE PHONE	ISSUE FAX	ISSUE EMAIL
09/01/11	09/01/11	10:44:56 AM	TARA LYLE	304-556-2044		
RFQ NUMBER	RFQ NUMBER		RFQ NUMBER		RFQ NUMBER	
VMF1015	VMF1015		VMF1015		VMF1015	
ISSUE DATE	ISSUE DATE		ISSUE DATE		ISSUE DATE	
09/01/11	09/01/11		09/01/11		09/01/11	
ISSUE TIME	ISSUE TIME		ISSUE TIME		ISSUE TIME	
10:44:56 AM	10:44:56 AM		10:44:56 AM		10:44:56 AM	
ISSUE BY	ISSUE BY		ISSUE BY		ISSUE BY	
TARA LYLE	TARA LYLE		TARA LYLE		TARA LYLE	
ISSUE PHONE	ISSUE PHONE		ISSUE PHONE		ISSUE PHONE	
304-556-2044	304-556-2044		304-556-2044		304-556-2044	
ISSUE FAX	ISSUE FAX		ISSUE FAX		ISSUE FAX	
ISSUE EMAIL	ISSUE EMAIL		ISSUE EMAIL		ISSUE EMAIL	
<p>ADDRESS NO. 1</p> <p>1. TO WITH THE BID OPENING DATE FROM 09/26/2011 TO 10/01/2011</p> <p>2. REPLIED BID FORM ATTACHED.</p> <p>3. ADDENDUM/ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID</p> <p>END OF ADDENDUM NO. 1</p>						
5001	12			\$44.50		
UNRESERVED						
***** THIS IS THE END OF RFO VMF1015 ***** TOTAL:						

RECEIVED
 DIVISION OF VETERANS AFFAIRS
 SEP - 1 P 12:53

WHEN RESPONDING TO RFO, INSERT NAME AND ADDRESS IN SPACE ABOVE LABEL BY VENDOR

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All goods purchased or goods delivered under State Purchase Order/Contracts are to be covered by the terms of the Purchase Order/Contracts, subsequent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these purposes or goods the Purchase Order/Contract becomes void and after a set time limit.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.wv.gov/procurement/bidprocurement and is hereby made part of the agreement. Provided that the Agency, under the direction of a Senior Official (42 CFR 200.103), and if the disclosing Protected Health Information (42 CFR 200.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personnel, his/their information whether confidential information passed 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/infodiv/inchase/privacy/officeConfidentiality.pdf>.
 15. **LICENSING:** 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 and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ASSIGNMENT:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all systems of information and/or computer programs under the jurisdiction of the United States and the State of West Virginia for which the vendor retains responsibility of trade relating to the particular contract lines or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective, on the terms the purchasing agency desires, the actual contract for the bidder.
- I certify that the bid is made without any understanding, agreement or conversation with any person(s) from another bidder, company, partnership, or person or entity submitting a bid for the same contract number, assignment or purchase and in all respects we stand without collusion or fraud. I further certify that I am authorized to sign this certificate on behalf of the bidder on the bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation form or forms by the Purchasing Division. Complete all sections of the quotation form.
2. Items ordered must be in compliance with the specifications. Any deviation from the specifications requires clarification by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and drawings to the bid. The Purchasing Division may require clarification to specifications.
3. Bid prices shall comply in case of discrepancy. All quotations are considered FIRM, regardless unless alternate pricing items are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the State before the date and time of any bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualification. Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 60130, Charleston, WV 25306-0130.
5. Communication during the solicitation, bid evaluation or award periods, except through the Purchasing Division is strictly prohibited (W.Va. Code §142-1-9.6).

VNF1015 Nurse Staffing Services Bid Form

Item No.	Description of Services	Est. Qty.	Unit Price	Extended Price
Registered Nurse Shifts				
1	7am - 3pm (Weekdays Monday - Friday)	500	43.50/hr	21,750.00
2	3pm - 11pm (Weekdays Monday - Friday)	500	43.50/hr	21,750.00
3	11pm - 7am (Weekdays Monday - Friday)	812	44.50/hr	36,134.00
4	11pm - Friday to 7am Monday (week-end shifts)	488	46.00/hr	22,448.00
5	Holiday shifts starting the night before at 11pm *	488	105.75/hr	31,842.00
Licensed Practical Nurse Shifts **				
6	6:30am - 6:30pm (weekdays Monday - Friday)	14,700	32.50/hr	47,775.00
7	6:30pm - 6:30am (weekdays Monday - Friday)	24,800	33.50/hr	830,800.00
8	6:30pm - Friday to 6:30am Monday (Week-end shifts)	24,800	35.00/hr	868,000.00
9	Holiday shifts starting the night before at 11pm *	432	48.75/hr	21,010.00
Certified Nursing Assistant Shifts				
10	7am - 3pm (Weekdays Monday - Friday)	2520	22.50/hr	56,700.00
11	3pm - 11 pm (Weekdays Monday - Friday)	480	22.50/hr	10,800.00
12	11am - 7am (weekdays Monday - Friday)	2016	23.50/hr	47,376.00
13	11am Friday to 7am Monday (Week-end shifts)	480	25.00/hr	12,000.00
14	Holiday shifts starting the night before at 11pm *	480	33.75/hr	16,200.00
GRAND TOTAL:			\$	247,4610.00

Vendor Name: West Virginia Nursing Network, LLC
 Contact Name: Jill Hopkins, Owned
 Address: 1000 B-5 Prestige Park
 Hurricane, WV 25526
 Phone No.: 304 542-1968 option #1
 Fax No.: 304 305-0518

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

** LPNs must be a 12-hour shift

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** LPNs must be a 12-hour shift

EXHIBIT 10

REQUISITION NO.:

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1

NO. 2

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR
MUST CLEARLY 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.

Jill Hopkins, owner/CEO
SIGNATURE

West Virginia Nursing Network, LLC
COMPANY

8/31/11
DATE

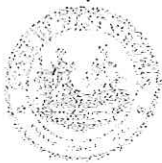
Fax

To: Tara Lyle	From: MyFax - Jill Hopkins
Fax: 13045584115	Pages: 5
Re: Nursing Bid Forms	Date: Sep 01, 2011

X Urgent **For Review** **Please Comment** **Please Reply** **For Information**

● **Comments:**

Attention Tara Lyle



State of West Virginia
Department of Administration
Purchasing Division
2610 Washington Street East
Post Office Box 50430
Charleston, WV 25303-0430

Request for Quotation

RFQ NUMBER
WVRF1015

DATE
9/1/11

BUYER'S ADDRESS
TARA LYLE
304-528-2314

VENDOR

RFP COPY
YOUR NAME AND ADDRESS HERE

OFFER

DIVISION OF VETERANS AFFAIRS
VETERANS NURSING FACILITY
ONE FREEDOM WAY
CLARKSBURG, WV
26301 304-527-1416

DATE ADDED	DESCRIPTION	UNIT PRICE	QTY	TOTAL	REMARKS
09/01/11	ADDENDUM NO. 2				<p>1. TO NOTE THE BID OPENING DATE FROM 09/14/11 TO 09/15/11.</p> <p>2. REVISED BID FORM ATTACHED.</p> <p>3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.</p> <p>BID BY ADDENDUM NO. 2</p>
09/01/11	5001	16	944.00		<p>***** THIS IS THE END OF RFQ WVRF1015 ***** TOTAL:</p>

WHEN RECEIVING THIS TO RFP, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED VENDOR

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be performed by the terms of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. If the exact funds are not appropriated or otherwise available for these services or goods the Purchase Order/Contract may be void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director or Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), provided by the Attorney General, is available online at www.wv.gov/contracts/ba/baaddendum.pdf and is hereby made part of the agreement. Provided that the Agency meets the definition of a "Covered Entity" 45 C.F.R. 160.103, and will be disclosing Protected Health Information (PHI) 45 C.F.R. 160.103 to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any data generated, developed, information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to his 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, located at <http://www.state.wv.gov/adms/purchasingsubject/confidentiality.pdf>.
 15. **LICENSING:** 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 and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or purchasing agent to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTYTRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey all assets or interest in the State of West Virginia all rights, title and interest in and to all systems or systems' data, source or computer programs under the authority of the United States and the State of West Virginia for price fixing and/or price control or restraint of trade relating to the particular contract or contracts awarded or acquired by the State of West Virginia. This agreement shall be made and become effective within time the purchasing agency leading the initial award to the bidder.
- I certify that the bid is made without other understanding, agreement or connection with any corporation, firm, broker, family, company, partnership, or person or entity submitting a bid for the same material, service, equipment or supplies and is in all respects my and without collusion or fraud. I hereby certify that I am authorized to sign the contract on behalf of the subject of the bid.

INSTRUCTIONS TO BIDDERS

1. Use the purchase form provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviations from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and drawings to the bid. The Purchasing Division may require minor deviations to specifications.
3. Bid prices shall prevail in case of discrepancy. All quantities are considered F.O.B. purchaser unless otherwise specified in the quotation.
4. All conditions must be followed by the bidder to the extent stated herein prior to the date and time of bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualification. Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 60130, Charleston, WV 25305 0130.
5. Communication during the solicitation, bid evaluation or award periods, except through the Purchasing Division is strictly prohibited (W.Va. Code, §148-1-5.6).

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- NO. 2
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Jill Hopkins, owner/CEO
.....
SIGNATURE

West Virginia Nursing Network, LLC
.....
COMPANY

8/31/11
.....
DATE