



**State of West Virginia
Department of Administration
Purchasing Division**

NOTICE

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.



Health Care Staffing Services Certification by The Joint Commission



February 12, 2013

Roberta Wagner
Department of Administration
Purchasing Division
2019 Washington Street, East
Charleston, WV 25311

02/13/13 09:19:22 AM
West Virginia Purchasing Division

Dear Ms. Wagner:

Re: RFQ No. MMB13100 Locum Tenens Nurses

Included in this fax is our proposal for bid to the above-referenced RFQ. Attachments are as follows:

1. SEALED BID – Technical Proposal
2. SEALED BID - Price Proposal / Cost

I want to clarify our corporate structure to aid in understanding our support documentation:

Parent Company: C&A Industries, Inc.
DBA is: Aureus Medical Group

LLC entities for Aureus Medical Group are:
Aureus Medical Management Services, LLC
Aureus Nursing, LLC

The Identifying information for Aureus Medical as a federal GSA contract vendor is as follows:

- 1) Duns Number 12-834-2859**
- 2) GSA Contract Number V797p4645a**
- 3) Cage Code 3YPK0**
- 4) Contract issued under name: C&A Industries / Aureus Medical Management Services, LLC**

We look forward to *continuing* our services of providing quality staffing services to Mildred Mitchell-Bateman Hospital, and earning another award.

Sincerely,

Roxanne L. Stanard
Director, Medical Operations
Aureus Medical



RE: MMB13100 Solicitation Questions
Wagner, Roberta A to: Roxanne Stanard

02/08/13 08:24 AM

History: This message has been forwarded.

Ms. Roxanne Stanard,

For Reference

On item 1- I would just fill in the cost sheet on page 27 of the solicitation as far as the pricing is concerned.

On item 2-I'm sure it is preferred that you include them. If it says it must be submitted with the bid anywhere it would need to be. If it doesn't say, with the bid, if you would be the low bidder you would have to provide them prior to an award being issued. (I hope that this explains things and doesn't muddy the waters more.)

I hope that this information is helpful to you.

Regards,
Roberta Wagner, CPPO, CPPB, CPIM
Buyer Supervisor
P (304) 558-0067
F (304) 558-4115

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-----Original Message-----

From: Roxanne Stanard [mailto:rstanard@aureusmedical.com]
Sent: Thursday, February 07, 2013 5:44 PM
To: Wagner, Roberta A
Subject: MMB13100 Solicitation Questions

Dear Roberta:

We are preparing to submit our Solicitation response, and I have a couple of questions to clarify relative to the Solicitation document.

1. On pages 1-3 of the document, line item pricing cites 1 hourly rate, which we are providing in the "Unit Price" column. Since there are no total hours to multiply by on these pages, can we leave the "Amount" column blank, or should we enter the hourly rate again here?

2. On page 11, the item for "Licenses, Certifications, and permits" is checked. Is this documentation required to accompany our bid response for EACH candidate we have qualified for Mildred Mitchell-Bateman Hospital?

Please advise us Roberta!
Thank you!

Roxanne L. Stanard
Director, Medical Operations/QA
Aureus Medical Group
C&A Plaza
13609 California Street
Omaha, NE 68154-5233
(402) 891-1118, Ext. 6009
rstanard@aureusmedical.com

This communication, along with any attachments, is covered by federal and state law governing electronic communications and may contain confidential and legally privileged information. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, use or copying of this message is strictly prohibited. If you have received this in error, please reply immediately to the sender and delete this message.



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

Solicitation

NUMBER
MMB13100

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 MILDRED MITCHELL-BATEMAN
 HOSPITAL
 1530 NORWAY AVENUE
 HUNTINGTON, WV
 25705 304-525-7801

DATE PRINTED
01/15/2013

BID OPENING DATE: 02/14/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	HR		964-65	\$61.00	
<p>THE STATE OF WEST VIRGINIA AND ITS AGENCY THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES (DHHR), MILDRED MITCHELL-BATEMAN HOSPITAL LOCATED IN HUNTINGTON, WV REQUEST A QUOTE FOR AN OPEN-END CONTRACT TO PROVIDE LOCUM TENENS FOR PSYCHIATRIC REGISTERED NURSES (RN) AND LICENSED PRACTICAL NURSES (LPN) TO MEET THE STAFFING REQUIREMENTS OF AN ACUTE ADULT PSYCHIATRIC HOSPITAL.</p> <p>HOSPITAL IS LOCATED AT 1530 NORWAY AVE., HUNTINGTON, WV 25705</p> <p>BID OPENING: FEBRUARY 14, 2013 AT 1:30 PM</p> <p>REFERENCE ATTACHED INSTRUCTIONS TO BIDDERS, TERMS & CONDITIONS AND SPECIFICATIONS ATTACHED.</p> <p>HOURLY RATE: - RN ALL INCLUSIVE FEE.</p> <p>TO PROVIDE AN OPEN END CONTRACT FOR "LOCUM TENENS" FOR PSYCHIATRIC REGISTERED NURSES (RN) OR LICENSED PRACTICAL NURSE(S) (LPN) WITH PSYCHIATRIC EXPERIENCE (MINIMUM 1 YEAR) TO MEET THE STAFFING REQUIREMENTS OF AN ADULT PSYCHIATRIC HOSPITAL, MILDRED MITCHELL-BATEMAN HOSPITAL LOCATED AT 1530 NORWAY AVENUE, HUNTINGTON, WV.</p>						

SIGNATURE <i>[Signature]</i>	TELEPHONE 402.891.1118	DATE 2.12.13
TITLE Director	FEBIN 47-0592910	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Solicitation

NUMBER
MMB13100

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 MILDRED MITCHELL-BATEMAN
 HOSPITAL
 1530 NORWAY AVENUE
 HUNTINGTON, WV
 25705 304-525-7801

DATE PRINTED
01/15/2013

BID OPENING DATE: 02/14/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0002	1	HR		964-65	\$82.35	
				OVERTIME RATE: - RN ALL INCLUSIVE FEE.		
0003	1	HR		964-65	\$82.35	
				HOLIDAY RATE: - RN ALL INCLUSIVE FEE.		
0004	1	HR		964-65	\$46.00	
				HOURLY RATE: - LPN ALL INCLUSIVE FEE.		
0005	1	HR		964-65	\$82.10	
				OVERTIME RATE: - LPN ALL INCLUSIVE FEE.		
0006	1	HR		964-65	\$82.10	
				HOLIDAY RATE: LPN ALL INCLUSIVE FEE.		

SIGNATURE	<i>C. Wayne Stewart</i>	TELEPHONE	402.891.1118	DATE	2.12.13
TITLE	Director	FAX	47.0592910	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
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 Post Office Box 50130
 Charleston, WV 25305-0130

Solicitation

NUMBER
MMB13100

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 MILDRED MITCHELL-BATEMAN
 HOSPITAL
 1530 NORWAY AVENUE
 HUNTINGTON, WV
 25705 304-525-7801

DATE PRINTED

01/15/2013

BID OPENING DATE:

02/14/2013

BID OPENING TIME

1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ MMB13100 ***** TOTAL:						

SIGNATURE <i>Susan J. Standard</i>	TELEPHONE 402-891-1118	DATE 2.12.13
TITLE Director	FEIN 47-0592910	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS AND CONDITIONS:

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

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 "Purchase Order" 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 successful bidder and Contract holder.
 - 2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on
 April 1, 2013
 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 must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to Two (2) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
- One Time Purchase:** The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.
- 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 Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
 - Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
 - Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

- | **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- | **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- | **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- | **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- | **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

- | **Commercial General Liability Insurance:**
 or more.

- | **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

- | FF

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

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

<input checked="" type="checkbox"/>	Must have a Professional State of West Virginia Nursing License.
<input checked="" type="checkbox"/>	Must show proof of at least one (1) year of acute psychiatric inpatient practice.
<input type="checkbox"/>	
<input type="checkbox"/>	

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

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

	for	

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

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

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

16. 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.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

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

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. 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.
- 24. 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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

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

30. **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.
31. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
32. **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.
33. **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.
34. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **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.
36. **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.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
39. **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>.
40. **DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. **LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.

43. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid 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 RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid 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 on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid 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.

44. **PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

45. **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.

- 46. 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.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.
- 50. 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.

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

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

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

52. 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:

- a. 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

- b. 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.

53. 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.

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Mildred Mitchell-Bateman Hospital to establish an open-end contract for full time "locum-tenens" Registered Psychiatric Nurse(s) and Licensed Practical Nurse(s) services to comply with staffing needs of Mildred Mitchell-Bateman Hospital. Mildred Mitchell-Bateman Hospital is located in Huntington West Virginia and is a 110-bed acute adult care psychiatric hospital. It is accredited by the Joint Commission on Accreditation of Health Care Organization (JCAHO) and Center for Medicare and Medicaid Services (CMS).
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Services" means the list of services identified in Section IV, Subsection 1 below.
 - 2.2 "Pricing Page" means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
 - 2.3 "RFQ" means the official request for quotation published by the Purchasing Division and identified as MMB13100.
 - 2.4 "RN" means Registered Nurse
 - 2.5 "LPN" means Licensed Practical Nurse
 - 2.6 "Agency" means Mildred Mitchell-Bateman Hospital.
3. **QUALIFICATIONS:** Vendor(s) should have the following minimum qualifications
 - 3.1 Must hold a Professional State of WV Nursing License in West Virginia.
 - 3.2 Must have minimum of at least one (1) year experience as a Registered Nurse (RN) or Licensed Practical Nurse (LPN) in Psychiatric Nursing.
 - 3.3 Current Cardiopulmonary Resuscitation (CPR) Card; if not we can provide training to obtain CPR Card.
 - 3.4 Current Non-Violent Crisis Prevention Intervention (NVCPI) Card; if not we can provide training to obtain NVCPI Card.
4. **GENERAL REQUIREMENTS:**
 - 4.1 **Mandatory Contract Services Requirements:** Vendor shall provide Contract Services with the desired services listed below on an open-end contract. Desired services must meet or exceed the mandatory requirements listed below.

4.1.1 Registered Nurse(s) Services

Vendor agrees to assure and document the competency of the staff being engaged and to provide documentation of the services to Mildred Mitchell-Bateman Hospital when requested. The competency assessment must include age-specific and cultural competencies for services provided to patients.

- 4.1.1.1 RN(s) must be Licensed by the West Virginia Board of Nurses
- 4.1.1.2 RN(s) must have a minimum of one (1) year experience in Psychiatric Nursing.
- 4.1.1.3 RN(s) must oversee the work of inexperienced (RN)Registered Nurse(s), (LPN)Licensed Practical Nurse(s), (HST)Health Service Trainee, (HSW) Health Service Worker, (HSA) Health Service Assistants.
- 4.1.1.4 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.
- 4.1.1.5 RN(s) must administer medications as prescribed by treating Psychiatric Physician.
- 4.1.1.6 RN(s) must ensure timely documentation into patient's electronic medical records, per Mildred Mitchell-Bateman Hospital policies, procedures and common practice that will be discussed in great detail during the hospital orientation.
- 4.1.1.7 RN(s) must oversee medical and psychiatric emergencies.
- 4.1.1.8 RN(s) may testify in court and commitment hearing when found appropriate and deemed necessary. The psychiatric physician must be present however nurse(s) must be available if needed to testify.
- 4.1.1.9 RN(s) must respond to inquiries of family members, advocates, and other interested parties, ensuring adherence to the Confidentiality laws, and the HIPPA Regulations.

4.1.2 Licensed Practical Nurse(s) Services

- 4.1.2.1 LPN(s) must be licensed by the West Virginia Board of Nurses.
- 4.1.2.2 LPN(s) must assist professional nursing & medical staff in providing direct nursing care to patients, including medical treatments,

administering medications, giving injections, and assisting in care planning and recording.

- 4.1.2.3 LPN(s) must take and record temperatures, blood pressure, pulse and respirations; collect specimens for testing; administer medications according to the Physician Order.
- 4.1.2.4 LPN(s) must ensure timely documentation into patients' electronic medical records, per Mildred Mitchell-Bateman Hospital policies, procedures and common practices that will be discussed in great detail during the hospital orientation.
- 4.1.2.5 LPN(s) must screen patients and record medical information; assist physician and registered nurse in examinations and treatments; set up and clean examination area; give injections and immunizations; instruct patients in the use of medications and possible side effects.
- 4.1.2.6 LPN(s) will provide for the emotional and physical comfort and safety of the patients.
- 4.1.2.7 LPN(s) must assist in response to medical and psychiatric emergencies.
- 4.1.2.8 LPN(s) must assist patients with activities of daily living such as grooming and personal hygiene.
- 4.1.2.9 LPN(s) may testify in court and commitment hearing when found appropriate and deemed necessary. The psychiatric physician must be present however nurse(s) must be available if needed to testify.
- 4.1.2.10 LPN(s) must respond to inquiries of family members, advocates, and other interested parties, ensuring adherence to the Confidentiality laws, and the HIPPA Regulations.

4.2.1 VENDOR RESPONSIBILITES:

- 4.2.1.1 Successful vendor must be a fully licensed and qualified healthcare professional to accommodate Agency Needs.
- 4.2.1.2 Successful vendor must provide healthcare staffing as requested by the Agency to be compatible with week-to-week needs. Assignments also may be for specified period of time as agreed upon in writing.
- 4.2.1.3 Successful vendor must provide hourly rates that are inclusive of all federal, state, and local withholding taxes, social security & Medicare taxes, as well as all unemployment compensation, workers compensation, general and professional liability premiums.
- 4.2.1.4 Successful vendor shall provide Agency with information on each healthcare staff member according to the state and federal standards,

including application and checklist. These must be sent to agency along with the listing of possible candidates to interview:
Non-Violent Crisis Prevention Intervention (NVCPI) Certification;
Cardiopulmonary Resuscitation (CPR) Certification; references;
confidentiality agreement and other requested documents such as
current physical examination, immunization records, negative 9-panel
drug screening and licensure confirmation. No nurse providing
services to the Agency under this agreement will have been
investigated and substantiated by a Board of Nursing or currently
subject to discharge resulting from an investigation by a Board of
Nursing.

Successful vendor and healthcare staff must comply with all Agency policies and procedures.

4.2.1.5 Successful vendor shall ensure the following regarding the staff to be provided:

- A. Has completed the required training and education,
- B. Possess a current valid professional license with the State of West Virginia, and
- C. Have proof of recent acute psychiatric experience in a psychiatric setting, and
- D. Meet current Agency immunization requirements for purified protein derivative (PPD) and Hepatitis B Series .

4.2.1.6 Successful vendor must incorporated into the vendor's all inclusive fee, and any anticipated costs, traveling expenses, administrative and overhead cost.

4.2.1.7 Successful vendor will not hire any nurse who is currently or has been an employee of WVDHHR/Mildred Mitchell-Bateman Hospital within six (6) months of nurse's release date from Mildred Mitchell-Bateman Hospital.

Successful vendor will not allow any nurse who was dismissed to return to work through the staffing agency at Mildred Mitchell-Bateman Hospital.

Successful vendor will be responsible for a replacement fee of \$50,000 for being in violation of attempting to recruits or hire current or former employees of Mildred Mitchell-Bateman Hospital.

4.2.1.8 Successful vendor will have 48 hours (2 days) to respond to our initial contact requesting staffing, vendor must provide the agency a list of potential candidates for staffing needed at the Agency within 72 hours (3 days) of the initial notification of need.

After the 3-day period, we would conduct interviews, review their certifications, and that time we will determine which applicants we would offer an emergency staffing position.

4.3.1 DUTIES AND RESPONSIBILITIES OF THE AGENCY:

- 4.3.1.1 Agency will notify the successful vendor of the number and specialty of the nursing staff needed for an assignment and the, estimated length of the assignment.
- 4.3.1.2 Successful vendor staff shall work under Agency Supervision. Agency shall be solely responsible to provide each staff with day-to-day guidance in the execution of staff's professional responsibilities at the Agency.
- 4.3.1.3 Agency will reserves the right to terminate a nurse providing services to the Agency whether it is that the emergency need for staffing ends or it is determined that their performance is not in the best interest and well being of the patient care.
- 4.3.1.4 If Agency requests an LPN but the successful vendor provides a RN to cover the request, the agency will pay the LPN rate.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contracted Services. The Contract will be a progressive award with multiple vendors. Award will be made from low bid to high and usage will be in the same manner. If the low bid cannot provide the needs of the Agency at the requested time, the second low bid will be contacted and then the next low bid, etc. We will allow 48 hours for vendor to determine if they will be able to meet our needs.

5.2 Pricing Pages: Vendor should complete the Pricing Page by providing the hourly rate for LPN and RN Nursing Staff. Vendor should complete the Pricing Page in its entirety as failure to complete the Pricing Page in its entirety may result in the Vendor's bid being disqualified.

The Pricing Pages contain a list of Desired Services and estimated purchase volume. The estimated purchase volume for each service represents the approximate volume of anticipated services.

Notwithstanding the foregoing, the Purchasing Division may correct errors as its discretion. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation. The Pricing Pages were created in Microsoft Excel document and Vendor can request and electronic copy for bid purposes by sending an email request to the following address: Roberta.A.Wagner@wv.gov.

- 6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. **PAYMENT:** Agency shall pay an hourly rate for all Contract Services performed under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with the performance of this Contract. Such costs will not be paid by the Agency.

9. **HOLIDAYS:** All nursing staff will be eligible for paid time off for holidays. Generally, the following official holidays are observed:

New Year's Day	January 1
Martin Luther King Day	January 21
President's Day	February 18
Memorial Day	May 27
West Virginia Day	June 20
Independence Day	July 4
Labor Day	September 2
Columbus Day	October 14
Veteran's Day	November 11
Thanksgiving	November 28 – 29
Christmas Eve (1/2 Day)	December 24
Christmas Day	December 25
New Year's Eve (1/2 Day)	December 31

10. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

- 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

11. **VENDOR DEFAULT:**

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

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

- 10.2. The following remedies shall be available to Agency upon default.

- 10.2.1. Cancellation of the Contract.

10.2.2. Cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

12. MISCELLANEOUS:

11.1. **Contract Manager:** During the 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:

Royenne L Standard

Telephone Number:

402.891.1118, Ext. 6009

Fax Number:

402.895.7812

Email Address:

rstandard@eureusmedical.com

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Aureus Nursing, LLC

(Company)



(Authorized Signature)

Roxanne L Stanard, Director, Medical Operations & QA

(Representative Name, Title)

402.891.1118, Ext. 6009 402.895.7812

(Phone Number)

(Fax Number)

2.12.13

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: MMB13100

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.

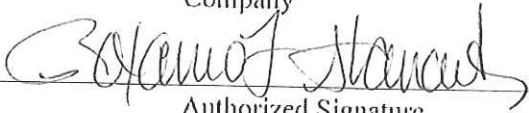
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

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.

Aureus Nursing, LLC
 Company

 Authorized Signature
2.12.13
 Date

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



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

Solicitation

NUMBER
MMB13100

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 MILDRED MITCHELL-BATEMAN
 HOSPITAL
 1530 NORWAY AVENUE
 HUNTINGTON, WV
 25705 304-525-7801

DATE PRINTED
02/01/2013

BID OPENING DATE: 02/14/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 01		
				1. ADDENDUM ISSUED TO RESPONSE TO VENDOR'S QUESTIONS REGARDING THE ORIGINAL RFQ SUBMITTED. QUESTIONS AND ANSWERS ARE ATTACHED.		
				2. TO PROVIDE REVISED PRICING PAGE. REVISED PRICING PAGE IS ALSO ATTACHED.		
				3. TO PROVIDE ADDENDUM ACKNOWLEDGEMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN THE DISQUALIFICATION OF YOUR BID.		
				----- END OF ADDENDUM NO. 01 -----		
0001.	1	HR		964-65	61.00	
				HOURLY RATE: - RN ALL INCLUSIVE FEE.		

SIGNATURE <i>[Signature]</i>	TELEPHONE 402.891.1118	DATE 2.12.13
TITLE Director	FEIN 47.0592910	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

ATTACHMENT E

REGISTRATION
STATE OF WEST VIRGINIA
7.3.12

JUL 10 2012

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
POST OFFICE BOX 50130
CHARLESTON, WEST VIRGINIA 25305-0130
07/03/2012

ROXANNE L STANARD
AUREUS NURSING LLC
13609 CALIFORNIA ST

OMAHA NE

68154

THIS IS TO CONFIRM RECEIPT OF YOUR VENDOR REGISTRATION FEE. PAYMENT OF THE FEE ENABLES YOU TO PARTICIPATE IN THE PURCHASING DIVISION'S COMPETITIVE BID PROCESS AND ENTITLES YOU TO A ONE-YEAR SUBSCRIPTION TO THE WEST VIRGINIA PURCHASING BULLETIN. A NEW ISSUE OF THE WEST VIRGINIA PURCHASING BULLETIN IS POSTED ON OUR WEB SITE EACH WEEK. BID OPPORTUNITIES ESTIMATED AT \$25,000 OR MORE ARE ADVERTISED IN THIS PUBLICATION. WE ENCOURAGE YOU TO LOG ON AND VIEW THE BULLETIN EVERY FRIDAY SO AS NOT TO MISS IMPORTANT BIDDING OPPORTUNITIES. OUR WEB ADDRESS IS:

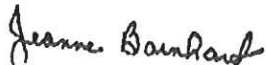
[HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE](http://www.state.wv.us/admin/purchase)

IN ORDER TO ACCESS THE WEST VIRGINIA PURCHASING BULLETIN, YOU WILL NEED YOUR VENDOR NUMBER, GROUP NUMBER (IF ANY), AND YOUR PASSWORD WHICH ARE PRINTED BELOW. YOUR ACCESS WILL BECOME EFFECTIVE ON THE FIRST MONDAY AFTER 07/03/2012, STATE HOLIDAYS EXCLUDED.

HELPFUL TIPS: YOUR COMPUTER-GENERATED VENDOR NUMBER BEGINS WITH AN ASTERISK, BUT DO NOT USE THE ASTERISK WHEN LOGGING IN. ALSO, OUR LOGIN SCRIPT IS CASE SENSITIVE. THEREFORE, IF YOUR VENDOR NUMBER CONTAINS A CHARACTER LIKE A, B, OR C, PLEASE TYPE IT IN UPPER CASE.

IF YOU HAVE QUESTIONS, FEEL FREE TO CONTACT US AT 304-558-2311 OR JEANNE.B.BARNHART@WV.GOV. THANK YOU.

SINCERELY YOURS,



VENDOR REGISTRATION

VENDOR NUMBER : *507114642
GROUP NUMBER : 01
PASSWORD : 525908

ATTACHMENT F

**PURCHASING AFFIDAVIT
STATE OF WEST VIRGINIA
7.3.12**

RFQ No. MMB13100

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Aureus Nursing, LLC

Authorized Signature: [Signature] Date: 2.12.13

State of Nebraska

County of Douglas, to-wit:

Taken, subscribed, and sworn to before me this 12th day of February, 2013.

My Commission expires June 28, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]
Purchasing Affidavit (Revised 07/01/2012)



ATTACHMENT G

**ADDENDUM ACKNOWLEDGMENT
SOLICITZTION MMB13100
2.1.13**

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: MMB13100

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.

Aureus Nursing, LLC

Company



Roxanne Stanard

Digitally signed by Roxanne Stanard
DN: cn=Roxanne Stanard, o=Aureus Medical, ou=Quality Assurance, email=rstanard@aureusmedical.com, c=US
Date: 2013.02.12 13:58:39 -0600

Authorized Signature

2.12.13

Date

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

SEALED BID

BID TYPE: COST

BUYER: State of West Virginia
Health & Human Resources
Mildred Mitchell-Bateman Hospital
1530 Norway Avenue
Huntington, WV 25705
Phone: 304.525.7801

RFQ NO. MMB13100

BID OPENING DATE: 2.14.13

BID OPENING TIME: 1:30 PM EST

PRICING PROPOSAL
MILDRED MITCHELL BATEMAN HOSPITAL

PRICING PAGE

REQUEST FOR QUOTATION
MMB13100 Locum Tenens Nurses

Pricing Page

Item #	Estimated # of Hours	Level of Psychiatric Nursing	Unit Cost	Total Cost
#1		Registered Nurse (RN)	\$ N/A	\$ N/A
	20,000	A. Regular Hours	\$ 61.00	\$ 1,220,000
	3,000	B. Overtime Hours	\$ 82.35	\$ 247,050
	104	C. Holiday Hours	\$ 82.35	\$ 8,564.40
#2		Licensed Practical Nurse (LPN)	\$ N/A	\$ N/A
	20,000	A. Regular Hours	\$ 46.00	\$ 920,000
	3,000	B. Overtime Hours	\$ 82.10	\$ 246,300
	104	C. Holiday Hours	\$ 82.10	\$ 8,538.40
GRAND TOTAL OF "A"				\$ 2,140,000
GRAND TOTAL OF "B"				\$ 493,350
GRAND TOTAL OF "C"				\$ 17,102.80
GRAND TOTAL				\$

#3 Permanent Placement Fee: *
 Registered Nurse \$ 25% * of 1st year salary discounted
 Licensed Practical Nurse \$ 25% * by 1% for each week
 *One time placement fee for each permanently placed employee by the vendor. worked as temporary locum.

Rates are all inclusive

This is a progressive award contract and the award will be made from the lowest to the highest Grand Total for "RN's" and "LPN's" meeting the required mandatory specifications. Lowest will be vendor "A", second lowest will be "B" and so on.

Use of this contract will work the same. Agency must contact the lowest bid first and if they cannot provide the agency needs within the time frame allowed in the attached specifications, Agency will then contact the next lowest bidder and so on, until one of the vendors awarded the contract, can cover the immediate needs.

The number of hours is only an estimation to be used for bid, we may require more or less hours than stated above.

Please Print Information Below.

Company Name: Aureus Nursing, LLC

Sales Representative: Richard Kousgaard, Aureus Account Manager

Vendor Address: 13609 California Street
Omaha, NE 68154

Vendor Phone: _____ Fax: _____

Email Address: rstanard@aureusmedical.com

Remit to Address: Aureus Nursing, LLC, 13609 California Street, Omaha, NE 68154

Roxanne Stanard _____ 2.12.13 _____

Signature

Date

