

February 8, 2013

02/13/13 09:58:42 AM
West Virginia Purchasing Division

Roberta Wagner
State of West Virginia
Purchasing Division
Huntington, WV 25305

ORIGINAL

Re: RFQ MMB13100 for Locum Tenens Psychiatric RNs and LPNs

Dear Ms. Wagner,

Delta-T Group Western PA, Inc. ("Delta-T") is pleased to submit the requested information and documentation in support of our interest to provide the State of West Virginia ("the State") with Psychiatric Nursing Services for the Mildred Mitchell-Bateman Hospital. Our goal is to become part of your ongoing staffing plan. We are confident that you will be pleased with both our services and the clinical competence of our nurses.

Background

Corporate Mission Statement

Delta-T Group strives to improve the quality of life for those in need of healthcare services by providing the highest quality of staffing. For our clients and contracted professionals we maintain the highest level of respect, integrity, professionalism and enthusiasm.

Founded in Bryn Mawr in 1989, Delta-T Group, Inc. has over 20 years of experience providing healthcare services. We have a wealth of expertise in providing psychiatric nursing to correctional facilities, mental and behavioral healthcare facilities, long-term care facilities and general nursing services to veterans' hospitals and other local/state-run facilities. Our specialized focus in healthcare staffing has resulted in teams of recruiters, staffing coordinators, managers and administrators that are well-versed in the nuances inherent in the industry and therefore are able to competently source and retain qualified healthcare professionals.

What sets Delta-T apart is its commitment to excellence. Every new project is an opportunity to improve on the last. We set high standards and work increasingly harder to exceed them. Over 150 of our nurses staffed at state-run mental health, developmental/intellectual disabilities, and correctional facilities every day. Our staffing teams have a wealth of experience in working under contracts such as this one to serve the Mildred Mitchell-Bateman Hospital. This ensures that you receive the right fit for your population, that is, licensed psychiatric nurses with the skills and education to serve the patients with professional expertise and compassion.

This project will be handled through our Carnegie, PA office, just outside of Pittsburgh.

Contacts for this project:

Rachana Patel, Vice President
RFP & Contract Designee
950 Haverford Road, Suite 200
Bryn Mawr, PA 19010
Tel: 484-919-1752 / Fax: 215-220-2669
Email: contractadmin@deltatg.com

Beverly Thompson-Valles
Project Manager/Affiliate Administrator
600 North Bell Avenue, Building 2, Suite 190
Carnegie, PA 15106
Tel: 800-440-8008 / Fax: 412-278-4186
Email: bvalles@deltatg.com

Our Service Delivery Approach

Delta-T has become a leader in healthcare staffing by focusing on key tenets that distinguish its services from anyone else in the field.

Customer Focused Support

Customer service is the number one priority at Delta-T. We have a number of processes in place to ensure client satisfaction including a specialized nursing team, bi-weekly quality assurance reviews, check-in by our Project Manager within 24 hours of the awarded contract, availability of management and staffing teams 24/7 including our On-Call Service.

Delta-T's On-Call Service is a dedicated team of professionals who are prepared to assist our clientele with last minute call-outs, crises, questions or any other situations that require immediate attention. The On-Call Service ensures that customer service is available to clients around the clock. They are able to recruit, staff, put a substitute nurse in place because of a call-out or unexpected gap, answer questions, and provide information whenever you need it.

Recruiting & Retention Excellence

A part of what makes Delta-T so successful is the way it recruits its professionals. We maintain a database of tens of thousands of candidates all over the country that we can utilize to fill a need. Many of these candidates are available immediately, so that as soon as a bid is awarded, our skilled Staffing Coordinators can begin short-listing names for consideration. For many requests, we can source solely from our database. If this is insufficient, our coordinators may reach out to our experts in the field that can provide referrals, utilize online job boards, association and trade lists, educational institutions and alumni listings, job fairs and many other avenues to locate the best people for the positions.

What sets Delta-T apart from its competitors is the concentration on finding the right fit, instead of just someone to fill the position. With staffing teams that are specialists in healthcare, we are able to tailor our questions to the job description and the facilities/programs so that any shortcomings, personality flaws, and/or knowledge gaps can be ferreted out before they can be presented to the client. A staffing professional, like those at Delta-T, gets beyond the paperwork to find the type of person who will give the client and their populations their very best every day.

Finding qualified professionals is only half the battle. Delta-T also works hard to maintain our pool and expand it. To that end, we constantly reassess our practices and take in feedback from our professionals. Our compensation plan is reviewed and adjusted as necessary to keep up with workforce trends. We also have incentives for referrals that garner positive results. We are proud to say that our professionals remain committed to Delta-T, as evidenced by our over 90% retention rate.

Interviewing & Credentialing

Delta-T's thorough screening process is a source of great pride. Proper credentialing is an effective risk management tool in the staffing industry and ours is well-known for its rigorous approach. Our Staffing Coordinators and Quality Assurance (QA) team work cooperatively to find and credential candidates who show the most potential for meeting the client's needs.

- **Screening Interview** – Conducted for every potential candidate. A trained Staffing Coordinator gathers information through a one-on-one interview, seeking to find a match to the client's requirements.
- **Reference Checking** – A minimum of three professional references (e.g., direct supervisors with at least one year of experience with the nurse) are collected and primary source verified.
- **Degree, Licensure and Certification Verification** – Job-relevant degrees are primary source verified either at the issuing college/university or an approved third party agent. All relevant licenses and certifications are collected, verified and copies kept on file.
- **Criminal Background Check** – all Delta-T professionals are subject to state criminal record checks prior to commencement of services (as state law permits). Subsequent checks are done on an annual basis.
- **OIG and EPLS Checks** – to check for individuals and businesses excluded or sanctioned from participating in Medicare, Medicaid, or other federally funded health care programs.
- **Customized Credentialing** – Any additional credentialing requirements (e.g., CPR/First Aid, TB, Physical, Drug Screening, Child Abuse Clearance, and DMV check) are decided by the client and verified by Delta-T. Verification

and copies of all client-specific requirements are kept on file in accordance with HIPAA regulations. These are re-checked annually.

Re-credentialing is equally important. The QA team utilizes our proprietary software to track expirations and review reports to ensure every nurse remains current with their credentials and is primary source verified. They also conduct internal audits to make sure that all Delta-T staff is compliant with regulations, company policies and verification processes.

Training, Orientation & Professional Development

Our general orientation for our psych nurses consists of standard protocols and expectations for:

- Working in a Psychiatric Care Environment
- Incident Reporting Standards and Protocol
- Ethical Standards & Confidentiality
- Job Description and Expectations
- OSHA Standards and Requirements
- Monthly Evaluation Process
- Regulations Review
- Documentation Requirements
- Universal Precautions
- Call-Out Procedures
- HIPAA Compliance
- Invoicing Procedures

We also provide information prior to the start of the assignment regarding the State's policies, expectations, and details such as dress code, digital usage, badges/IDs and reporting instructions.

Delta-T is not only dedicated to our clients and the populations we serve; we are committed to maintaining our pool of professionals and ensuring that they have every opportunity to advance and learn. We support continuing education and professional development by providing in-service programs, monthly performance feedback, a resource library and community and web-based program information. Developing new competencies and refreshing existing ones is a necessary measure in the healthcare industry. We strongly encourage all of our professionals to participate so that they can continue to excel in their field.

Understanding of Your Needs

It is our understanding that the State is seeking experienced and proven contract vendors to provide the facility with necessary psychiatric nursing services. It requires individuals with an exceptional dedication to their profession and their patients.

Responding to Service Requests

We pre-select the most qualified and experienced individuals based on the Scope of Work and your specific requirements. Our staffing team will work collaborative with you to ensure that the nurses receive the proper orientation and training for your facility before the start of the assignment. Once a dedicated pool of nurses for your facility has been established an availability grid is created and update constantly so that at any given time, we can ascertain which nurse or nurses can cover an open shift. This grid is also shared with the On-Call team so that they can assist in the event there is a coverage gap outside of normal business hours.

Scenario #1: Monthly Schedules with Gaps (i.e. Foreseen Leave Coverage)

Each month, our staffing coordinators will reach out to determine if the monthly scheduling is complete and whether there are any gaps that Delta-T can fill. These fills are commitment-free. You will be able to change or cancel any shifts without any fees incurred with as little as 2 hours' notice in the event you are able to fill those needs internally.

Scenario #2: Weekly Needs Arising through Call-Outs (i.e. Unforeseen Leaves)

Each week, you may have needs that were unexpected due to call-outs, bereavement leave, personal days, etc., where notice may have only been a few days or even a few hours. Delta-T is able to fill those needs without any minimum hour notice requirements.

Scenario # 3: Ad Hoc Needs

In the event a scheduled Bateman nurse simply does not report for their shift and there is no information as to whether they will or will not arrive, Delta-T can fill the shift. If you manage to cover the shift internally instead, there is no charge once no services were rendered, even if our nurse was in transit to your facility.

If a request comes in and it is unlikely that we will be able to fill it, we will quickly communicate this to the State designee, so that they have ample opportunity to staff internally or reach out to a secondary vendor. It is never our goal to lose a shift for any reason, but we would prefer it to be staffed and the patients cared for, rather than hold onto a shift that we know we cannot fill in the time allotted. When we say we are committed to making a difference, we mean that the patients and the clients' best interests have to be at the forefront of our decision-making and goal-setting.

Contingencies and Problem Solving

Delta-T is keenly aware that when dealing with the complexities of staffing, unexpected situations can occur. We have measures in place to allow us a level of adaptability to face these situations and conquer them with minimal impact on our clients.

During our recruitment process, our staff automatically holds in reserve a number of qualified candidates who can serve as substitutes should the Nurse fail to show up due to an emergency, illness, or needs to be permanently replaced if s/he is an improper fit for the position. The presence of the On-Call team also makes it easy for urgent questions or concerns to be handled without your personnel having to wait until normal business hours. The Project Manager will also be available around the clock to handle any problems that may arise. It is our belief that if we are consistently communicating with both clients and our nurses, that we can curtail dissatisfaction and keep processes running smoothly.

Delta-T is a Qualified Vendor

Delta-T's core business is servicing public entities, veteran's facilities, hospitals, schools, and correctional facilities with general medical and psychiatric specialized nurses. We are able to leverage our understanding of working with these institutions for continuous improvement in our service delivery.

A sample of our state-based healthcare/behavioral health staffing active contracts:

- Central Louisiana State Hospital
- Commonwealth of Pennsylvania Statewide Per-Diem Nursing Contract
- Maryland Department of Health & Mental Hygiene
- New Jersey Developmental Disabilities Division
- New Jersey Division of Youth and Family Services
- State of Delaware
- TN Department of Children's Services
- TN Department of Intellectual Disabilities
- TN Department of Mental Health

In addition, Delta-T was awarded this state contract for the Bateman Hospital in 2010 and renewed in 2011. We would love the opportunity to service this new contract and provide the high quality nursing that your population requires.

Benefits to Partnering with Delta-T:

Focus & Consistency – Our staff in their various teams are knowledgeable about staffing healthcare professionals for various client types. We foster the creation of our in-house staffing experts who can speak confidently about their niche and form lasting relationships with industry professionals they can utilize time and again for assignments.

Diligence – Because our Quality Assurance Team is dedicated to carefully credentialing and monitoring, our clients can rest assured that everyone that is presented for an assignment has the stated degrees, licenses, experience and/or certifications necessary to doing the job.

Reliability – Delta-T is there for our clients 24/7 for whatever they need, whether it is to fill a gap because of an unexpected illness, or to confirm shift schedules for the week, or to solve an urgent problem that cropped up at 11:00pm. Our On-Call Team is made up of live coordinators, not recorded messages. We understand that sometimes you need answers right away and not only between 9:00am and 5:00pm, Monday-Friday.

Cost Efficiency – Our rates are competitive and are considerate of tight budgets and workplace pricing trends. We review our pricing routinely and make adjustments in bill rates and compensation rates as deemed necessary and appropriate for each specific contract we undertake.

Fiscal Integrity – All of our billing and invoicing are cross-checked and monitored for accuracy and completeness. Staffed professionals are held to our high standards in terms of submitting proper timesheets. We communicate constantly with our clients and work diligently to ensure that all paperwork is in good order at all times.

Thank for the opportunity to respond and we look forward to hearing from you.

Respectfully,

Rachana Patel

Rachana Patel, Esq.
Vice-President

Attached: Pricing Sheets, Certificate of Insurance and WV Authorization to do Business

State of West Virginia



Certificate

*I, Natalie E. Tennant, Secretary of State of the
State of West Virginia, hereby certify that*

DELTA-T GROUP WESTERN PENNSYLVANIA, INC.

Control Number: 99J2P

a corporation formed under the laws of Pennsylvania has filed its "Application for Certificate of Authority" to transact business in West Virginia as required by the provisions of the West Virginia Code. I hereby declare the organization to be registered as a foreign corporation from its effective date of March 22, 2010.

Therefore, I issue this

CERTIFICATE OF AUTHORITY

to the corporation authorizing it to transact business in West Virginia



*Given under my hand and the
Great Seal of the State of
West Virginia on this day of
March 22, 2010*

Natalie E. Tennant

Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/12/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ACBI (Associated Community Brokers, Inc.) 2150 Post Road Fairfield CT 06824		CONTACT NAME: Sue Mason PHONE (A/C.N o. Ext): 203-254-4518 E-MAIL ADDRESS: smason@acbi-ins.com FAX (A/C.N o.): 203-418-4205	
INSURED Delta-T Group, Inc. 950 Haverford Rd Bryn Mawr PA 19010		DELTA-1	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Ins Co of the Midwest	
		INSURER B: Hartford Casualty Insurance Co	
		INSURER C: Interstate Fire & Casualty	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 1899751295 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Incl <input checked="" type="checkbox"/> Pers Inj on Prof GEN L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		31UUNAB5305	6/29/2012	6/29/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$excluded GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		31UUNAB5305	6/29/2012	6/29/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		31HHUAB5178	6/29/2012	6/29/2013	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability Incl Sexual Abuse & Molestation		PL02386	12/21/2012	12/21/2013	Per Incident \$1,000,000 Aggregate \$3,000,000

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

DTG Evidence of Coverage

CERTIFICATE HOLDER

CANCELLATION

Evidence of Coverage Delta-T Group, Inc. Bryn Mawr PA 19010	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



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
 Delta-T Group Western Pennsylvania, Inc.
 600 North Bell Avenue, Bldg 2, Suite 190
 Carnegie, PA 15106

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	SEE COST SHEET	
				HOURLY RATE: - RN ALL INCLUSIVE FEE.		

SIGNATURE 	Scott McAndrews	TELEPHONE 800-251-8501	DATE 2/12/2013
TITLE Executive Vice President	FEN# 23-2884755	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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 Carnegie, PA 15106

SHIP TO

HEALTH AND HUMAN RESOURCES
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 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
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.						
0002	1	HR		964-65	SEE COST SHEET	
				OVERTIME RATE: - RN ALL INCLUSIVE FEE.		
0003	1	HR		964-65	SEE COST SHEET	
				HOLIDAY RATE: - RN ALL INCLUSIVE FEE.		
0004	1	HR		964-65	SEE COST SHEET	
				HOURLY RATE: - LPN ALL INCLUSIVE FEE.		

SIGNATURE <i>Scott McAndrews</i>	NAME Scott McAndrews	TELEPHONE 800-251-8501	DATE 2/12/2013
TITLE Executive Vice President	FEIN 23-2884755	ADDRESS CHANGES TO BE NOTED ABOVE	

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



State of West Virginia
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 Charleston, WV 25305-0130

Solicitation

NUMBER
MMB13100

PAGE
3

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VENDOR

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 Carnegie, PA 15106

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02/01/2013

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0005	1	HR		964-65	SEE COST SHEET	
OVERTIME RATE: - LPN ALL INCLUSIVE FEE.						
0006	1	HR		964-65	SEE COST SHEET	
HOLIDAY RATE: LPN ALL INCLUSIVE FEE.						
***** THIS IS THE END OF RFQ MMB13100 ***** TOTAL:						SEE COST SHEET

SIGNATURE	<i>Scott McAndrews</i>	Scott McAndrews	TELEPHONE	860-251-8501	DATE	2/12/2013
TITLE	Executive Vice President	FEIN	23-2884755	ADDRESS CHANGES TO BE NOTED ABOVE		

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

SOLICITATION NUMBER: MMB13100

Addendum Number: 01

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To provide answers to Vendor's questions regarding the original RFO.
2. To provide revised pricing page.
3. To provide addendum acknowledgement.

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

Terms and Conditions:

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

ATTACHMENT A

QUESTIONSQuestion #1:

I wanted to determine if you will be requiring the awarded vendor to roll over some/any of the current employees?

Answer #1:

No, we are not permitted by the rules of purchasing, each contract stands alone.

Question #2:

Which vendor(s) are currently providing Psychiatric-Nursing Services to Mildred Mitchell-Bateman Hospital?

Answer #2:

1. Maxim Healthcare Services, LLC
DBA Maxim Staffing Solutions
2. Capitol Medical, Inc.
3. Aureus Nursing, LLC

Question #3:

What is the current hourly rate charged by the vendor(s)?

Answer #3:Maxim's Rate

RN2:

Hourly Rate: \$42.00/hour (all inclusive)

Overtime Rate: \$63.00/hour (all inclusive)

Holiday Rate: \$63.00/hour (all inclusive)

RN3:

Hourly Rate: \$50.00/hour (all inclusive)

Overtime Rate: \$75.00/hour (all inclusive)

Holiday Rate: \$75.00/hour (all inclusive)

LPN:

Hourly Rate: \$32.00/hour (all inclusive)

Overtime Rate: \$48.00/hour (all inclusive)

Holiday Rate: \$48.00/hour (all inclusive)

Capitol's Rate

RN2:

Hourly Rate: \$45.00/hour (all inclusive)

Overtime Rate: \$67.50/hour (all inclusive)

Holiday Rate: \$67.50/hour (all inclusive)

RN3:

Hourly Rate: \$48.00/hour (all inclusive)

Overtime Rate: \$72.00/hour (all inclusive)

Holiday Rate: \$72.00/hour (all inclusive)

LPN:

Hourly Rate: \$30.00/hour (all inclusive)

Overtime Rate: \$45.00/hour (all inclusive)

Holiday Rate: \$45.00/hour (all inclusive)

Aureus's Rates:

RN2:

Hourly Rate: \$61.00/hour (all inclusive)

Overtime Rate: \$79.30/hour (all inclusive)

Holiday Rate: \$79.30/hour (all inclusive)

RN3:

Hourly Rate: \$61.00/hour (all inclusive)

Overtime Rate: \$79.30/hour (all inclusive)

Holiday Rate: \$79.30/hour (all inclusive)

LPN:

Hourly Rate: \$46.00/hour (all inclusive)

Overtime Rate: \$59.80/hour (all inclusive)

Holiday Rate: \$59.80/hour (all inclusive)

Question #4:

What have been the previous year's historical hours of usage for Nursing Services?

Answer #4:Year 2012

LPN
 Regular Hours: 8,663.50
 Overtime Hours: 1,336.00
 Total LPN Hours: 9,999.50

RN 2
 Regular Hours: 6,873.25
 Overtime Hours: 750.50
 Total LPN Hours: 7,623.75

RN 3
 Regular Hours: 3,218.75
 Overtime Hours: 371.00
 Total LPN Hours: 3,589.75

Year 2013

LPN
 Regular Hours: 1,108.50
 Overtime Hours: 319.00
 Total LPN Hours: 1,427.50

RN 2
 Regular Hours: 643.50
 Overtime Hours: 111.75
 Total LPN Hours: 755.25

RN 3
 Regular Hours: 585.00
 Overtime Hours: 127.50
 Total LPN Hours: 712.50

Question #5:

Will this contract encompass all West Virginia facilities?

Answer #5:

No, It will strictly be used by Mildred Mitchell-Bateman Hospital.

Question #6:

Pertaining to PG 23, Section 4.2.1.7

Are we not allowed to hire a previously dismissed employee from the Mildred Mitchell-Bateman Hospital into our company at all? Or is this requirement solely isolated to hiring them to work in the hospital again?

Answer #6:

You may hire them; however they cannot come back to work for any State of WV, Department of Health & Human Resources (DHHR) facility or office.

Question #7:

Pertaining to Pg. 15 Section 39 Confidentiality

Would like to request that notifications in all sections be changed from "immediately" to "promptly but no later than 72 hours" and Section 4.4.2.2 be changed to 72 hours as well.

Answer #7:

No changes as this question does not apply to the section referenced.

Question #8:

Pertaining to Pg. 21 Section 4.1.1.4

Would like to revise the following to state: "RN's" must participate in Treatment Team Meetings to provide input on individualized Treatment Plans, direct consultations, receive and give recommendations to and from other disciplines to maximize positive behavioral results.

Answer #8:Revise Section 4.1.1.4 from:

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.

Revise Section 4.1.1.4 to:

RN(s) must participate in Treatment Team Meetings to provide input on individualized Treatment Plans, direct consultations, receive and give recommendations to and from other disciplines to maximize positive behavioral results.

REVISIONSRevision #1:Revise Section 4.2.1.7 from:

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.

Revise Section 4.2.1.7 to:

The hospital will not allow any previous employee who was dismissed for disciplinary or performance reasons by any DHHR Facility or Office to return and work through the staffing vendor.

Revision #2:

To provide revised Pricing Page

Revision #3:

To provide Addendum Acknowledgement. This document should be signed and returned with your bid. Failure to sign and return with your bid may result in disqualification of your bid

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)	\$	\$
	20,000	A. Regular Hours	\$ 39.51	\$ 790,200.00
	3,000	B. Overtime Hours	\$ 59.27	\$ 177,810.00
	104	C. Holiday Hours	\$ 59.27	\$ 177,810.00
#2		Licensed Practical Nurse (LPN)	\$	\$
	20,000	A. Regular Hours	\$ 29.51	\$ 590,200.00
	3,000	B. Overtime Hours	\$ 44.27	\$ 132,810.00
	104	C. Holiday Hours	\$ 44.27	\$ 132,810.00
GRAND TOTAL OF "A"				\$ 1,380,400.00
GRAND TOTAL OF "B"				\$ 310,620.00
GRAND TOTAL OF "C"				\$ 310,620.00
GRAND TOTAL				\$ 2,001,640.00
#3		Permanent Placement Fee:*		
		Registered Nurse	\$ 5,500.00	
		Licensed Practical Nurse	\$ 5,500.00	

*One time placement fee for each permanently placed employee by the vendor.

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: Delta-T Group Western Pennsylvania, Inc.

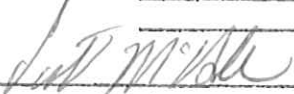
Sales Representative: Beverly Thompson-Valles

Vendor Address: 600 North Bell Avenue
Building 2, Suite 190
Carnegie, PA 15106

Vendor Phone: 800-440-8008 Fax: 412-278-4186

Email Address: bvalles@deltatg.com

Remit to Address: PO Box 884, Bryn Mawr, PA 19010



 Signature
 Scott McAndrews, Executive Vice President

2/12/2013

 Date

11

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:

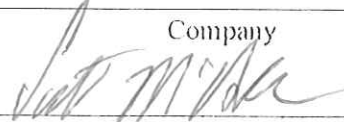
(Check the box next to each addendum received)

- | | |
|--|--|
| <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.

Delta-T Group Western Pennsylvania, Inc.

Company



Authorized Signature

Scott McAndrews, Executive Vice President

2/12/2013

Date

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



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
 Delta-T Group Western Pennsylvania, Inc.
 600 North Bell Avenue, Bldg 2, Suite 190
 Carnegie, PA 15106

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	SEE COST SHEET	
<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	Scott McAndrews	TELEPHONE	800-251-8501	DATE	2/12/2013
TITLE	Executive Vice President	FEIN	23-2884755	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

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2

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ROBERTA WAGNER 304-558-0067

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Delta-T Group Western Pennsylvania, Inc.
 600 North Bell Avenue, Bldg 2, Suite 190
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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	SEE COST SHEET	
				OVERTIME RATE: - RN ALL INCLUSIVE FEE.		
0003	1	HR		964-65	SEE COST SHEET	
				HOLIDAY RATE: - RN ALL INCLUSIVE FEE.		
0004	1	HR		964-65	SEE COST SHEET	
				HOURLY RATE: - LPN ALL INCLUSIVE FEE.		
0005	1	HR		964-65	SEE COST SHEET	
				OVERTIME RATE: - LPN ALL INCLUSIVE FEE.		
0006	1	HR		964-65	SEE COST SHEET	
				HOLIDAY RATE: LPN ALL INCLUSIVE FEE.		

SIGNATURE	Scott McAndrews	TELEPHONE	800-251-8501	DATE	2/12/2013
TITLE	Executive Vice President	FEIN	23-2884755	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
3

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Delta-T Group Western Pennsylvania, Inc.
 600 North Bell Avenue, Bldg 2, Suite 190
 Carnegie, PA 15106

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	QTY. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ MMB13100 ***** TOTAL:						SEE COST SHEET

SIGNATURE	Scott McAndrews	TELEPHONE	800-251-8501	DATE	2/12/2013
TITLE	Executive Vice President	FEIN	23-2884755	ADDRESS CHANGES TO BE NOTED ABOVE	

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

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

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

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

Question Submission Deadline: January 29, 2013

Submit Questions to:

Roberta Wagner

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-558-3970

Email: Roberta.A.Wagner@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

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

BID TYPE: | | Technical
 | | Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

February 14, 2013 at 1:30 pm

Bid Opening Location:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

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

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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

| **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be 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:**
 \$1,000,000.00 minimum or more.

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

| Bodily Injury (Including Death) \$500,000.00 per person with a minimum of ~~\$1,000,000.00 per occurrence~~

| Property Damage Insurance - \$1,000,000.00 minimum

| Professional Liability Insurance - \$1,000,000.00 minimum

|

|

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.

- Must have a Professional State of West Virginia Nursing License.
- Must show proof of at least one (1) year of acute psychiatric inpatient practice.
-
-

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 hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- 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 RESPONSIBILITIES:

- 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 it's 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: Beverly Thompson-Valles

Telephone Number: 800-440-8008

Fax Number: 412-278-4186

Email Address: bvalles@deltatg.com

REQUEST FOR QUOTATION
MMB13100 Locum Tenens Nurses

0027

Pricing Page

Item #	Estimated Hours	Level of Psychiatric Nursing	Regular Hourly Rate*	Overtime Hourly Rate*	Holiday Hourly Rate*
#1	20,000	Registered Nurse (RN)	SEE REVISED COST SHEET		
#2	20,000	Licensed Practical Nurse (LPN)	SEE REVISED COST SHEET		
GRAND TOTAL REGULAR RATE:			\$		

* Rate are all inclusive

Award will be from the lowest grand total for the Regular Hourly Rate for "RN's" and "LPN's" to the Highest Regular Hourly Rate for "RN's" and "LPN's" from all bids received that meet or exceed specifications.

Use of this contract will work the same. Agency must contact the low bid first and if they cannot provide their needs within the time frame allowed in the attached specification, Agency will then contact next low 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 awarding, we may require more or less hours than stated above.

Please print: _____

Sales Representative: _____

Company Address: _____

Vendor Address: _____

Vendor Phone: _____

Fax Number: _____

Email Address: _____

Remit to Address: _____

 Signature

 Date

VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: Delta-T Group Western Pennsylvania, Inc.

Signed: Scott McAndrews

Date: 2/12/2013

Title: Executive Vice President

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: Delta-T Group Western Pennsylvania, Inc.

Authorized Signature: [Signature] Date: 2/12/2013

State of Pennsylvania

County of Delaware, to-wit:

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

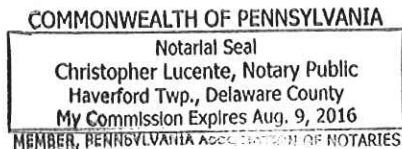
My Commission expires AUGUST 9th, 2016.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

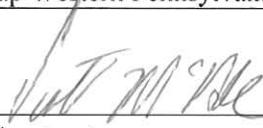
Purchasing Affidavit (Revised 07/01/2012)



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.

Delta-T Group Western Pennsylvania, Inc.
(Company)



(Authorized Signature)

Scott McAndrews, Executive Vice President
(Representative Name, Title)

800-251-8501 215-220-2669
(Phone Number) (Fax Number)

2/12/2013
(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 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.

Company

Authorized Signature

Date

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