



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

Request for Quotation

RFQ NUMBER: VNF1015

PAGE: 1

ADDRESS CORRESPONDENCE OR ATTENTION OF:
 TARA LYLE
 304-558-2544

VENDOR



Delta-T Group
 950 Haverford Road.
 Suite 200
 Bryn Mawr, PA 19010
 800/251-8501

SHIP TO

DIVISION OF VETERANS AFFAIRS
 VETERANS NURSING FACILITY
 ONE FREEDOMS WAY
 CLARKSBURG, WV 26301
 304-627-2415

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/27/2011				

BID OPENING DATE: 08/25/2011 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	DAY NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		964-55		
<p>***** PLEASE NOTE: THERE IS AN OPTIONAL PRE-BID MEETING SCHEDULED FOR 08/03/2011 AT 1:00 PM AT THE WV VETERANS NURSING FACILITY LOCATED AT ONE FREEDOMS WAY CLARKSBURG, WV 26301. *****</p> <p>NURSE PERSONNEL</p> <p>OPEN-END CONTRACT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV VETERANS NURSING FACILITY, IS SOLICITING BIDS TO PROVIDE NURSE STAFFING AT THE WV VETERANS NURSING FACILITY IN CLARKSBURG, WV PER THE ATTACHED SPECIFICATIONS.</p> <p>OPTIONAL PRE-BID MEETING: AN OPTIONAL PRE-BID MEETING IS SCHEDULED FOR 08/03/2011 AT 1:00 PM AT THE WV VETERANS NURSING FACILITY LOCATED AT ONE FREEDOMS WAY CLARKSBURG, WV 26301.</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: [Signature] TELEPHONE: 800-251-8501 DATE: 8/22/2011

TITLE: Executive Vice President FEIN: 23-2884755 ADDRESS CHANGES TO BE NOTED ABOVE

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

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she 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/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all 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 the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications; Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

Request for Quotation

RFQ NUMBER
VNF1015

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE
304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

DIVISION OF VETERANS AFFAIRS
 VETERANS NURSING FACILITY

ONE FREEDOMS WAY
 CLARKSBURG, WV
 26301 304-627-2415

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
07/27/2011						
BID OPENING DATE: 08/25/2011		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>INQUIRIES:</p> <p>WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 08/10/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>TARA LYLE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p> <p>FAX: 304-558-4115 EMAIL: TARA.L.LYLE@WV.GOV</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE				TELEPHONE	DATE	
TITLE			FEN		ADDRESS CHANGES TO BE NOTED ABOVE	



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25306-0130

Request for Quotation

RFQ NUMBER
VNF1015

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE
304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

DIVISION OF VETERANS AFFAIRS
 VETERANS NURSING FACILITY
 ONE FREEDOMS WAY
 CLARKSBURG, WV
 26301 304-627-2415

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/27/2011				
BID OPENING DATE: 08/25/2011			BID OPENING TIME 01:30PM	

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS. AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	ADDRESS CHANGES TO BE NOTED ABOVE	



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

Request for Quotation

RFQ NUMBER
VNF1015

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE
304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

DIVISION OF VETERANS AFFAIRS
VETERANS NURSING FACILITY.

ONE FREEDOMS WAY
CLARKSBURG, WV
26301 **304-627-2415**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/27/2011				
BID OPENING DATE: 08/25/2011			BID OPENING TIME 01:30PM	

LINE	QUANTITY	UOP	UNIT PRICE	AMOUNT
<p>THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED PER THE SPECIFICATIONS. EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL</p>				

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FBN	ADDRESS CHANGES TO BE NOTED ABOVE



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

Request for Quotation

RFQ NUMBER
 VNF1015

PAGE
 5

ADDRESS/CORRESPONDENCE/ATTENTION OF
 TARA LYLE
 304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

DIVISION OF VETERANS AFFAIRS
 VETERANS NURSING FACILITY
 ONE FREEDOMS WAY
 CLARKSBURG, WV
 26301 304-627-2415

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS			
07/27/2011							
BID OPENING DATE: 08/25/2011		BID OPENING TIME 01:30PM					
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT	
<p>AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>							
SEE REVERSE SIDE FOR TERMS AND CONDITIONS					SIGNATURE	TELEPHONE	DATE
TITLE	FEN	ADDRESS CHANGES TO BE NOTED ABOVE					



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

Request for Quotation

RFQ NUMBER
VNF1015

PAGE
6

ADDRESS CORRESPONDENCE (ATTENTION OF)
TARA LYLE
304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

DIVISION OF VETERANS AFFAIRS
 VETERANS NURSING FACILITY

ONE FREEDOMS WAY
 CLARKSBURG, WV
 26301 304-627-2415

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/27/2011				
BID OPENING DATE: 08/25/2011		BID OPENING TIME: 01:30PM		

LINE	QUANTITY	UOP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: ----- TL/32 -----</p> <p>RFQ. NO.: ----- VNF1015 -----</p> <p>BID OPENING DATE: ----- 08/25/2011 -----</p> <p>BID OPENING TIME: ----- 1:30 PM -----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>----- 215-220-2669 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>----- Rachana Patel -----</p> <p>----- 484-919-1752 -----</p> <p>***** THIS IS THE END OF RFQ VNF1015 ***** TOTAL: _____</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE

VNF1015

Nurse Staffing Services

Provide nursing staffing services to the WV Veterans Nursing Facility, One Freedoms Way, Clarksburg WV 26301. The WV Veterans Nursing Facility is a 120 bed nursing facility for Veterans, with potential of 20 beds for Special Needs Veterans.

Vendor Responsibilities:

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.

Pricing to include all hiring costs incurred by Vendor, such as background checks and drug screening.

Vendor will provide fully licensed and qualified healthcare professionals to accommodate Agency needs.

Vendor shall provide healthcare staffing as requested by the Agency on a day-to-day or week-to-week basis. Assignments also may be made for a specified period of time as agreed upon in writing.

Vendor will provide timesheets for staff, which will be signed by Agency Nursing Supervisor or Director of Nursing. A copy of the time sheet will be submitted with invoice.

Vendor shall be responsible for all federal, state, and local withholding taxes, worker's compensation, social security, unemployment, and other obligation imposed on the Vendor as employer of nursing staff.

Vendor shall carry general liability insurance in the amount of \$1 million per occurrence and \$2 million aggregate coverage and comprehensive professional liability insurance with respect to its business and its employment of staff in the amount of \$1 million per occurrence and \$3 million aggregate coverage. Vendor shall provide Agency with a Certificate of Insurance upon execution of this agreement.

Vendor shall provide the Agency with information on each staff according to state and federal standards, including application and skills checklist; CPR certification; references; confidentiality agreement; and other requested documents such as current physical examination, immunization records, negative 9 panel drug screening and licensure conformation. No nurse providing services under this agreement will have been investigated and substantiated by a Board of Nursing or currently is subject to discharge resulting from an investigation by a Board of Nursing.

Vendor shall provide Agency current negative criminal background check documentation on all individuals to provide services under this agreement. Healthcare Staff will comply with all Agency appearance and demeanor standards. Agency reserves the right to terminate the presence of a nurse at the Agency when it is determined not to be in the best interest of resident care.

Vendor shall ensure the following representations regarding the staff to be provided:

- A. Have required training and education
- B. Posses a current valid professional license/ certification in West Virginia
- C. Carry an original current CPR card
- D. Have proof of recent clinical experience in nursing home care
- E. Meet current Agency immunization requirements

Duties and Responsibilities of Agency:

- A. Agency will notify Vendor of the number and specialty of staff needed for a shift or an assignment at least five (5) hours prior to the start of the shift or assignment, the date of each such shift or assignment, and the shift to be worked.
- B. Vendor staff shall work under Agency's 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.
- C. If the Agency shall cancel any shift, it shall notify the Vendor of such cancellation no less than six (6) hours prior to the scheduled start of the shift.
- D. The Agency shall provide safe and responsible parking to all Vendor staff working at the Agency.
- E. The Agency will not allow any nurse who was dismissed for disciplinary or performance reasons by the WV Veterans Nursing Facility to return and work through a staffing agency.

- F. The Agency warrants that it has implemented a blood – borne pathogen exposure control plan that meets the requirements of OSHA rule 29CFR; Part 191.1030 and that all staff is subject to the program. The Agency shall provide staff with protective clothing and safety materials when blood- borne pathogens exist. Agency shall notify the Vendor of any exposure by the Vendor's staff to a blood- borne pathogen. Vendor shall provide for post- exposure medical evaluation and follow-up.
- G. If Agency requests an LPN but the Vendor provides a Registered Nurse to cover the request, the agency will pay the LPN rate.

Invoices and payments:

The vendor shall submit monthly invoices, in arrears, on a monthly basis, to the Business Office at the West Virginia Veterans Nursing Facility for all services provided pursuant to the terms of the contract. For tracking purposes only, the Vendor will provide the Agency a monthly spreadsheet to complete hours worked. These spreadsheets are collected monthly by the Business Office.

The Agency reserves the right to reject any or all invoices for which proper documentation has not been provided. The vendor will be notified within ten (10) working days of any invoice deficiencies.

State law forbids payment of invoices prior to receipt of services.

Contract Award:

This will be an open-end contract. Quantities listed are estimates only. Actual amounts will vary depending on the needs of the facility whether those needs are greater or less than the quantities listed. Unit price shall remain firm for the life of the contract.

The contract will be awarded to one vendor with the lowest grand total meeting all of the specifications with the most complete bid.

VNF1015 Nurse Staffing Services Bid Form

Item No.	Description of Services	Est. Qty.	Unit Price	Extended Price
	Registered Nurse Shifts			
1	7am - 3pm (Weekdays Monday - Friday)	500	\$37.75	\$18,875.00
2	3pm - 11pm (Weekdays Monday - Friday)	500	\$37.75	\$18,875.00
3	11pm- 7am (Weekdays Monday - Friday)	812	\$37.75	\$30,653.00
4	11pm- Friday to 7am Monday (week-end shifts)	488	\$37.75	\$18,422.00
5	Holiday shifts starting the night before at 11pm *	488	\$56.63	\$27,635.44
	Licensed Practical Nurse Shifts **			
6	6:30am- 6:30pm (weekdays Monday - Friday)	14,700	\$27.25	\$400,575.00
7	6:30pm- 6:30am (weekdays Monday - Friday)	14,700	\$27.25	\$400,575.00
8	6:30pm- 6:30am (Weekdays Monday - Friday)	24,800	\$27.25	\$675,800.00
9	6:30pm- Friday to 6:30am Monday (Week-end shifts)	24,800	\$27.25	\$675,800.00
10	Holiday shifts starting the night before at 11pm *	432	\$40.87	\$17,655.84
	Certified Nursing Assistant Shifts			
11	7am- 3pm (Weekdays Monday -Friday)	2520	\$20.75	\$52,290.00
12	3pm- 7pm (Weekdays Monday - Friday)	480	\$20.75	\$9,960.00
13	11pm- 7am (weekdays Monday - Friday)	2016	\$20.75	\$41,832.00
14	11pm Friday to 7am Monday (Week-end shifts)	480	\$20.75	\$9,960.00
15	Holiday shifts starting the night before at 11pm *	480	\$31.12	\$14,937.60
GRAND TOTAL:				\$2,413,845.88

Delta-T Group Western Pennsylvania, Inc

Vendor Name: _____
 Contact Name: Rachana Patel, Vice President _____
 Address: 600 N. Bell Ave _____
 Bldg 2, Ste 190 _____
 Carnegie, PA 15106 _____
 Phone No.: 484-919-1752 (contact) _____
 Fax No.: 215-220-2669 _____

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

** LPNs must be a 12-hour shift

RFQ No. VNF1015

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Delta-T Group Western Pennsylvania Inc

Authorized Signature: [Signature] Date: 8/22/2011

State of PENNSYLVANIA

County of MONTGOMERY, to-wit:

Taken, subscribed, and sworn to before me this 22nd day of AUGUST, 2011.

My Commission expires AUGUST 9th, 2012

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Christopher Lucente, Notary Public
Haverford Twp., Montgomery County
My Commission Expires Aug. 9, 2012
Member, Pennsylvania Association of Notaries

Purchasing Affidavit (Revised 12/15/09)

State of West Virginia 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.

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: Deltat Group Western Pennsylvania, Inc. Signed: [Signature]
Date: 8/22/2011 Title: Executive Vice President

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



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

Request for Quotation

RFQ NUMBER
VNF1015

PAGE
1

ADDRESS CORRESPONDENCE TO AT (OPTIONAL)
TARA LYLE
304-558-2544

RFQ COPY
TYPE NAME/ADDRESS HERE

DIVISION OF VETERANS AFFAIRS
VETERANS NURSING FACILITY

ONE FREEDOMS WAY
CLARKSBURG, WV
26301 **304-627-2415**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/12/2011				

BID OPENING DATE: **08/25/2011** **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS ARE ATTACHED.						
2. OPTIONAL PRE-BID SIGN-IN SHEET ATTACHED.						
3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 1						
0001	1	LS		964-55		
NURSE PERSONNEL						
***** THIS IS THE END OF RFQ VNF1015 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
TITLE	FERN	ADDRESS CHANGES TO BE NOTED ABOVE

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

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she 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/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all 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 the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

Questions from Pre-Bid VNF 1015

1. What background checks need to be completed?
Answer: CIB, state, federal
2. What immunization records are needed?
Answer: TB and Hepatitis B is all that is needed
3. Is the confidentiality agreement provided by the vendor or the facility?
Answer: It is provided by the vendor.
4. What is the required training?
Answer: Degree and continuing education provided by the vendor to maintain their respective licensing boards
5. Does the facility have a specific skills check list that needs to be utilized?
Answer: No
6. Will the vendor be considered not following the contract if they do not have a five (5) hour notice for coverage? Or should it be changed to a different time?
Answer: No
7. Cancellation of a shift. Do we expect it to happen in the future?
Answer: No
8. Is the rate of pay for RNs if an LPN is requested negotiable?
Answer: No, agency will request the type of staff needed and vendor is to supply the request.
9. Can invoices be turned in the facility weekly instead of monthly?
Answer: yes
10. Does the facility need a detailed or summary of shifts worked?
Answer: The vendor can send a spreadsheet that shows position and hours worked.
11. Does the vendor have to meet all specifications?
Answer: Yes
12. On the LPN twelve (12) hour shifts. Does 6:15 – 6:45 minus lunch work?
Answer: no – it needs to be 6:30 – 6:30

13. Should the RN shifts be twelve (12) hours also?

Answer: No

14. Is the holidays listed negotiable?

Answer: No

SIGN IN SHEET

Request for Proposal No. VNF1015

PLEASE PRINT

Page 1 of 1
 Date: 8/3/11

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	PHONE	TOLL FREE	FAX
Company: <u>U.S. Nursing Network, Inc</u>	<u>P.O. Box 4070</u>	<u>304-623-5777</u>		
Rep: <u>Jennifer Ardmore</u>	<u>Clarksburg WV 26302</u>	<u>866-644-4484</u>		
Email Address: <u>jenard@usnursingnetwork.com</u>		<u>304-623-6044</u>		
Company: <u>U.S. Nursing Network, Inc</u>	<u>P.O. Box 4070</u>	<u>304-623-5777</u>		
Rep: <u>Kaynette Daniels</u>	<u>Clarksburg WV 26302</u>	<u>866-644-4484</u>		
Email Address: <u>kdaniels@usnursingnetwork.com</u>		<u>304-623-6044</u>		
Company: <u>USA Nursing Network, Inc</u>	<u>P.O. Box 1204</u>	<u>304-623-6626</u>		
Rep: <u>Bob Faase</u>	<u>Clarksburg WV 26302</u>			
Email Address: <u>bf@usnursingnetwork.com</u>				
Company: <u>WV Veterans Nursing Facility</u>	<u>One Freedom Way</u>	<u>304-626-1600</u>		
Rep: <u>Sheen Reed</u>	<u>Clarksburg WV 26301</u>			
Email Address: <u>sheenr@wvva.org</u>				
Company: <u>WV Veterans Nursing Facility</u>	<u>One Freedom Way</u>	<u>304-626-1600</u>		
Rep: <u>Katherine M. Hess</u>	<u>Clarksburg WV 26301</u>			
Email Address: <u>katherine.m.hess@wvva.org</u>				
Company: <u>WV Veterans Nursing Facility</u>	<u>One Freedom Way</u>	<u>304-626-1600</u>		
Rep: <u>Tom McVay</u>	<u>Clarksburg WV 26301</u>			
Email Address: <u>thomasmc@wvva.org</u>				

EXHIBIT 10

REQUISITION NO.: VNE 1015

ADDENDUM ACKNOWLEDGEMENT

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

ADDENDUM NO.'S:

NO. 1

NO. 2

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

.....
SIGNATURE

Delta-T Group Western Pennsylvania, Inc.
.....
COMPANY

.....
8/22/2011
DATE

REV. 11/96



August 22, 2011

Tara Lyle
Department of Administration
Purchasing Division
2019 Washington Street, East
Charleston, WV 25311

Re: RFQ – VNF1015 – Nurse Staffing at the WV Veterans Nursing Facility, Clarksburg, WV

Dear Ms. Lyle,

We are pleased to submit the requested information and documentation in support of our interest to provide WV Veterans Nursing Facility ("WV VA") Nursing Services. Our goal is to support you with your needs, whether intermittent, foreseeable, or last minute. We are a duly incorporated company in good standing in West Virginia. We are confident that you will be pleased with both our services and the clinical competence of our nurses in the care we provide to your residents.

Background About Delta-T Group

A Proud Tradition of Service

Delta-T Group has over 20 years of experience providing nursing services. Our niche focus within nursing is in providing nursing to long-term care facilities and general nursing services to state owned and operated facilities, federal veteran's systems and hospitals. Our specialized focus allows us to provide a better quality professional due to a specific screening process and skills checklist -- we have a greater understanding of your needs as opposed to being a jack of all trades and not being able to truly understand the depth of every type of nursing professional.

Our Service Delivery Approach

Delta-T has grown organically and through referrals by focusing on key tenets that distinguish its services from anyone else in the field.

Service Excellence Standards

Customer service is the number one priority at Delta-T. Our management to staff ratio is low, so we always have managers available to handle any customer concern that may arise. We continue to learn as much as possible about the clinical and professional staffing needs of our industry and use that information to enhance our customer service. Delta-T has a number of processes in place to ensure client satisfaction.

- Specialized Nursing Team
- Bi-Weekly Quality Assurance Reviews

HEALTHCARE REFERRAL AGENCY

DELTA-T GROUP WESTERN PENNSYLVANIA, INC.

600 NORTH BELL AVENUE, BLDG 2 • SUITE 190 • CARNEGIE, PA 15106 • 800/440-8008 • FAX: 412/278-4186 • www.delta-tgroup.com



- 24 Hour Check In
- Auditing of Credentials
- Training Updates
- 24/7 Management Availability

Customer Focused Support

Delta-T Group's **On-Call Service** is a dedicated team of professionals who are prepared to assist our clientele with last minute call-outs, crisis intervention or any other situations that require immediate attention. The On-Call Service ensures that customer service is available to clients at anytime and includes:

- Access to a live Delta-T professional 24 hours a day, seven days a week
- Access to an On-Call Supervisor always available for client needs.
- Trained full-time staffing professionals as On-Call Staffing Coordinators
- Individualized Service Plans for your needs
- Facility-specific credentialing requirements documented and tracked
- 24/7 recruitment for future assignments

The On-Call Service ensures timely service delivery to our clients by providing around the clock access to a ready pool of experienced professionals. This service not only ensures always-available customer care to our clients but also minimizes service interruptions to clients.

Recruiting and Retention Excellence

Metrics and Performance Driven Organization

The heartbeat of our organization is our metrics system. Our employees are driven by our metrics system, which feeds our processes, our customer service and our strategies. Our growth as an organization has been driven through our recruiting excellence. Proactive recruitment is a core process that is managed daily in its essence and strategically to ensure continuous improvement.

Our 12 Step Recruitment Process

A Systematic Approach that Delivers Quick and Quality Fills

The 12 steps are the specific steps that our Staffing Coordinators engage in when trying to locate and identify available professionals for assignments. Depending on the type of order, the facility, the assignment and requirements of the professional, the order or number of the 12 steps used will vary. The sources range from our own pool of available workers, tapping our special pocket persons (specialists in the field for referrals), using internet job boards, phone directory listings, cold-calling from association and trade lists, contacting professional organizations, contacting community organizations including educational institutions and job fairs.

Statistically, we have been able to fill the majority of our Client's needs through our own database without seeking out other resources. When relying on this database, we are typically able to meet the Client's needs within 24 hours. If we can not "fill an order" within this time period, we fully

HEALTHCARE REFERRAL AGENCY

DELTA-T GROUP WESTERN PENNSYLVANIA, INC.



and openly communicate with the Client the additional time period that will be required to identify the proper candidates. Our ability to rely on our network/database is unequivocal to any other vendor in the field. It is our greatest asset and one, which every member of our organization is dedicated not only to maintain but also increase the value of.

Retention Plan

Our retention plan consists simply of doing whatever is necessary to protect our primary asset: the professionals we staff. We recognize with our practices, our day-to-day activities, and our policies that without our valued professionals our business simply would not exist.

Our compensation plan over the years has been adjusted to keep pace with market demands and factors – because we re-evaluate it annually and periodically as necessary to adjust for trends in the workforce. With this mindset we have been able to retain a loyal, available and satisfied workforce whom we can rely on – this is evidenced by the fact that the active number of professionals on our registry grows by 5-10% annually. If our compensation practices were not in line or above industry standards we would not be able to attract and retain such a qualified workforce.

Understanding of Your Needs

It is our understanding that the VA is seeking an experienced and proven contract vendor to provide the facility with necessary nursing services to assist in filling open needs, shortages and last minute call-outs.

Responding to Service Requests

We would pre-select the most qualified and experienced individuals, as a 'right fit match' for your patient's special needs. This pool would be built based on the number of individuals you anticipate the use of our services for, under your best-case scenario. We would work with you to ensure that these individuals all receive the proper and requisite orientation and training for your facility as per your requirements. Once the "dedicated pool of nurses for your facility" has been established, on a monthly basis we would maintain a "availability grid" for these nurses which we would upkeep on a weekly basis so that at any given time we would know which nurse has what availability to provide services to your facility. Our communication protocol is as follows:

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

On a monthly routine basis we will engage you to determine if you have completed your schedules for the upcoming month, if you follow a monthly scheduling process. If so, we will work towards filling any identified gaps. These fills on our part are without full commitment on your part. Your requests to change and/or cancel any shifts that we've filled can be undone without any fees incurred upon as little as 2 hours notice should you be able to fill those needs internally through normal course of schedule changes.

HEALTHCARE REFERRAL AGENCY

DELTA-T GROUP WESTERN PENNSYLVANIA, INC.

600 NORTH BELL AVENUE, BLDG 2 • SUITE 190 • CARNEGIE, PA 15106 • 800/440-8008 • FAX: 412/278-4186 • www.delta-tgroup.com



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

On a weekly basis, you may have needs that were unanticipated arise from a variety of reasons, sick call-outs, etc. You may need coverage within a few hours or a few days notice. You would be able to call on us, 24 hours/day 7 days a week and talk to the same individual through our on-call service to inform us of your needs. We do not have any minimum hour notice requirements. We are available around the clock and will keep constant communication with you to apprise you of the status of fills. In the unfortunate situation that we are not able to round up the necessary resources you have requested, we will also give you notice in real-time based on how sure we are of being able to fill your needs or not. If it is the latter, we will not hesitate to err on the conservative side and frankly inform you that there is a less than 25% chance we will be able to meet your needs. This open communication should give you the ability to call on the services of another vendor to ensure that you are not jeopardizing your patients/consumers needs.

Scenario # 3: Ad Hoc Needs

Often times, you are faced with a scenario where someone was scheduled and just does not show up and circumstances don't allow them to communicate with you or you find out after the shift begins. We are committed to working with you to filling that shift within or less than 1 hour of the shift beginning based on you giving us the go-ahead to fill-in. In the event, that you inform us that you were able to find coverage on your own and our nurse is already there or on the way, there would be no charge if services were not rendered.

Delta-T is a Qualified Vendor

Delta-T highlights the following capabilities as differentiating factors along with our quality credentialing and on-call assurances, dedicated point of contact, back-up pool to the "relief pool" and many other value added services noted below:

1. Experienced and Cost-Effective Vendor.
2. Specialized / Niche Nursing Focus
3. Pool of Ready Nurses to Meet your Needs

Our tailored project management approach allows us to 1) provide specialized professionals that remain consistent, engaged and committed to making a committed effort and difference; 2) provide you services in line with your schedule; i.e. we ensure our operations are in effect to service your patients needs during your shift hours (i.e. our staff is in our offices and working by 6:30 a.m. to meet your last minute 7:00 a.m. shift issues and we are in sync with your changing of the guard hours) to provide services; and 3) provide you security through our "floater" and "on-call" pool of fully credentialed professionals that can 'substitute' for any necessitated circumstances so that the delivery of services is not interrupted.

HEALTHCARE REFERRAL AGENCY

DELTA-T GROUP WESTERN PENNSYLVANIA, INC.



Delta-T recognizes that your institutions are unique and have different skill set and characteristics from those of other facilities. We specialize in psychiatric and general nursing. Thus, our nurses experience is focused and committed to serving your populations needs. Over 150 of our nurses on a daily basis work residents in long-term care facilities and Developmental Disabled/Mental Health/Mental Retardation facilities so they are familiar and equipped with the know-how, patience and rigor of working with unique populations in a specialized work setting. Many of them are used to dealing with dementia, Alzheimer's', addictions and substance abuse issues and protocol. We believe the right work setting and population experience is a key indicator of the right fit; therefore, we would not be placing a pediatric nurse to service adult needs. Matching the right population and the right service niche is a key distinguishing component of our services.

We do monthly assessment of our services with your point of contact (quarterly if monthly is too frequent). This frequent and routine (what we call *Bulk Process*) allows us to ensure that you are sharing with us any pertinent information to ferret out and abate any symptoms before they become issues. In addition, all of our candidates undergo the following before being assigned:

Screening Interview – Screening interviews will be conducted for any Nurse to be staffed in this Program. A trained specialized Delta-T Staffing Coordinator screens the individual to ensure that they meet your minimum requirements conducts this initial one-on-one interview. This interview also serves as the point of gathering information to be verified by Delta-T. Each individual is required to complete a detailed checklist of his or her Skills to enable us to make the proper match.

Reference Checking – a minimum of three professional references (e.g., direct supervisors with at least one year of experience with the professional) are gathered and verified. References are primary source verified by Delta-T.

Degree, Licensure and Certification Verification – for each individual to be staffed, the highest degree is primary source verified either at the issuing college/university or an approved third party vendor/agent by Delta-T. The QA team also requires that licenses and certifications be primary source verified and a copy kept on file.

Background Check - Each individual would have the criminal background check as required by West Virginia Veterans Hospital.

Insurance Requirements

Delta-T currently carries a policy, which meets and in some parts exceeds your requirements. A copy of certificate of insurance is enclosed.

We feel that all of the above demonstrates our commitment to servicing your needs with the proper professionals and the proper processes to perform to your expectations.

We have the experience, the quality professional, the resources, the infrastructure and the processes to provide the requested services. As a re-cap of what we offer we summarize the following:

HEALTHCARE REFERRAL AGENCY

DELTA-T GROUP WESTERN PENNSYLVANIA, INC.



- Dedicated Resources. Providing necessary on-site and off-site resource to support your facility will allow Delta-T to better understand, service promptly and meet the needs of quality placements with a sense of urgency that defines Delta-T hallmarks of service.
- Thorough Credentialing. Higher credentialing standards than those set forth by the State Contract to ensure that all professionals are quality and experienced providers.
- Independent Internal Audit function (Quality Assurance department that serves as a Checks and Balance) to ensure all candidates are properly credentialed and maintain on-going credentialing upkeep.
- Experienced and Dedicated Nursing Team consisting of: Dedicated Nursing Manager, Coordinator, and Staffing Director to service your needs. The Delta-T team will serve as liaisons with your Director of Nursing or HealthCare Administrator and Scheduling personnel.
- Orientations Professionals receive initial and on-going orientations/trainings to your Standards and Protocol and requisite materials necessary to perform the requested services.
- Trainings Professionals have access to a menu of various training programs to maintain and enhance their professional development
- On-Call Services Delta-T staffs 24-hours a day 7 days a week (at no additional cost). No answering machine, you have access to staffing coordinators at all times. Before shift hours Delta-T staff are familiar with your needs and scheduled staff and what back-up coverage is required for call-outs or unanticipated needs to facilitate schedule changes.
- Back-Up Pool Delta-T creates a "floater/back-up pool" of pre-qualified individuals that are pre-qualified and credentialed and ready to be available to fill in on short-notice should this type of service is necessitated.

DTG is committed to achieving the overall objective of providing quality professionals that are the right fit for your consumers through our focused and proven service delivery approach. We feel that all of the above demonstrates our commitment and passion to servicing your needs with the proper professionals, the proper processes to perform to your expectations.

Respectfully,

Rachana Patel
Vice-President

HEALTHCARE REFERRAL AGENCY

DELTA-T GROUP WESTERN PENNSYLVANIA, INC.

600 NORTH BELL AVENUE, BLDG 2 • SUITE 190 • CARNEGIE, PA 15106 • 800/440-8008 • FAX: 412/278-4186 • www.delta-tgroup.com



Reference # 1:

Company Name: Philadelphia Veterans Affairs Medical Center
Contract Title: Nursing Services (RN, LPN, CNA)
Reference Contact/Title: Marshall Garrison, Supervisory Program Specialist
Email: marshall.garrison@va.gov
Telephone: 215-823-4432
Address: 3900 Woodland Ave, Philadelphia PA 19104

Description of Services:

Delta-T currently provides per-diem Nursing Services to the Philadelphia VA Medical Center. The majority of the nurses we provide are for unforeseen shift cancellations and some are for anticipated scheduling vacancies. Our CNA's are primarily for the Extended Care and Community Living Center needs while our RN's and LPN's provide services primarily to service the psychiatric units along with outpatient clinics and for the various units.

Reference # 2:

Client Name: Vitas Innovative Hospice Care
Services Provided: CNAs, Nurses
Contact Name & Title: Carrissa Lundberg
Phone: 412-799-2156
Email: carrissa.lundberg@vitas.com
Address: 235 Alpha Drive, Pittsburgh, PA 15238

Description of Services:

Provide hospice-nursing services to this client for over 6 years.

Reference # 3:

Client Name: Mercy Behavioral Health
Services Provided: Nurses, CNAs
Contact Name & Title: Kim Crunkleton, Director of Nursing
Phone: 412-440-0093
Address: 3007 Pioneer Ave, Pittsburgh, PA 15226

Description of Services:

Provide medical nursing services to this client for over 7 years.

Reference # 4:

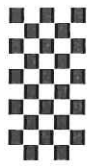
Company Name: Commonwealth of Pennsylvania Statewide Per Diem Nursing Contract
Reference Contact: Caroline Molovich
Email: cmolovich@state.pa.us
Telephone: 717-737-4531
Address: 2500 Lisburn Rd, Camp Hill, PA 17011

Description of Services:

Provide medical nursing services to diverse populations through out the Commonwealth.

HEALTHCARE REFERRAL AGENCY

DELTA-T GROUP WESTERN PENNSYLVANIA, INC.



Delta-T Group, Inc.
950 Haverford Rd, Suite 200
Bryn Mawr, PA 19010
Tele 800/251-8501 Fax: 215-220-2669
www.deltatgroup.com

Behavioral Healthcare Staffing

**Working to be your
"First Call"**

Mental Health
Social Services
Human Services
Substance Abuse
Behavioral Health
Mental Retardation
(Specialized Staffing)

Degree • License • Skill
Certification • Experience
(Every)

High Quality Services
• When Needed
• Where Needed
The "Right Fit" Solution
Specialized Approach
24 / 7 On Call
(Delivering)

for local office call
1-800-251-8501
(Offices Nationwide)

Fax

To: Tara Lyle
Fax: 304-558-3970
Pages: 5 including cover
Date: 08/29/2011
From: Christine Fassl
Re: Addendum 2 for VNF1015

Complete bld package delivered to you on 8/25/2011

Delta-T Group Western Pennsylvania.

Thank you

• **Comments:**

Via email to: cfassl@deltatg.com

Attn: Christine Fassl
Delta-T Group Inc
PO Box 884
950 Haverford Rd, Ste 200
Bryn Mawr, PA 19010
484-381-3064

RECEIVED
STATE OF WV
AUG 29 3:31



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 60130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
VNF1015

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE
304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

Delta-T Group Western Pennsylvania,
 Inc.
 600 N. Bell Ave, Bldg 2, Ste 190
 Carnegie, PA 15106

DIVISION OF VETERANS AFFAIRS
 VETERANS NURSING FACILITY

ONE FREEDOMS WAY
 CLARKSBURG, WV
 26301 304-627-2415

DATE PRINTED	TERMS OF SALE	9912-VIC	FOB	FAREIGHT TERMS
08/24/2011				

BID OPENING DATE: **09/01/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
1. TO MOVE THE BID OPENING DATE FROM 08/25/2011 TO 09/01/2011. 2. REVISED BID FORM ATTACHED. 3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. END OF ADDENDUM NO. 2						
0001	1	LS		964-55		
						NURSE PERSONNEL
***** THIS IS THE END OF RFQ VNF1015 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 800-251-8501	DATE 08/29/2011
TITLE Executive Vice President	FRN 23-2884755	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she 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/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all 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 the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualification: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.8).

VNF1015 Nurse Staffing Services Bid Form

Item No.	Description of Services	Est. Qty.	Unit Price	Extended Price
	Registered Nurse Shifts			
1	7am - 3pm (Weekdays Monday - Friday)	500	\$37.75	\$18,875.00
2	3pm - 11pm (Weekdays Monday - Friday)	500	\$37.75	\$18,875.00
3	11pm- 7am (Weekdays Monday - Friday)	812	\$37.75	\$30,653.00
4	11pm- Friday to 7am Monday (week-end shifts)	488	\$37.75	\$18,422.00
5	Holiday shifts starting the night before at 11pm *	488	\$56.63	\$27,635.44
	Licensed Practical Nurse Shifts **			
6	6:30am- 6:30pm (weekdays Monday - Friday)	14,700	\$27.75	\$400,575.00
7	6:30pm- 6:30am (weekdays Monday - Friday)	24,800	\$27.75	\$675,800.00
8	6:30pm- Friday to 6:30am Monday (Week-end shifts)	24,800	\$27.75	\$675,800.00
9	Holiday shifts starting the night before at 11pm *	432	\$40.87	\$17,655.84
	Certified Nursing Assistant Shifts			
10	7am- 3pm (Weekdays Monday - Friday)	2520	\$20.75	\$52,290.00
11	3pm- 11 pm (Weekdays Monday - Friday)	480	\$20.75	\$9,960.00
12	11pm- 7am (weekdays Monday - Friday)	2016	\$20.75	\$41,832.00
13	11pm Friday to 7am Monday (Week-end shifts)	480	\$20.75	\$9,960.00
14	Holiday shifts starting the night before at 11pm *	480	\$31.12	\$14,937.6
GRAND TOTAL:				\$2,013,270.88

Vendor Name: _____
 Contact Name: Rachana Patel, Vice President
 Address: 600 N. Bell Ave
 Bldg 2, Ste 190
 Carnegie, PA 15106
 Phone No.: 484-919-1752 (contact)
 Fax No.: 215-220-2669

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

** LPNs must be a 12-hour shift

EXHIBIT 10

REQUISITION NO.: VNF1015

ADDENDUM ACKNOWLEDGEMENT

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

ADDENDUM NO.'S:

NO. 1 ..x...

NO. 2 ..x.....

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

.....
SIGNATURE

Delta-T Group Western Pennsylvania, Inc.
.....
COMPANY

08/29/2011
.....
DATE