



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
PSH60195A

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
B FRANCISCO 304-558-0468

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 PINECREST HOSPITAL
 105 SOUTH EISENHOWER DRIVE
 BECKLEY, WV
 25801 304-256-6614

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/28/2006				

BID OPENING DATE: 04/27/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	420	HR		948-32		
<p style="text-align: center;">REQUEST FOR QUOTATION OPEN-END BLANKET ORDER</p> <p>THE WEST VIRGINIA DIVISION OF PURCHASING IS SOLICITING BIDS FOR DHHR TO PROVIDE REGISTERED DIETITIAN SERVICES TO RESIDENTS OF PINECREST HOSPITAL.</p> <p>PLEASE NOTE THE FOLLOWING ATTACHMENTS: 1) PROCUREMENT SPECIFICATIONS (3 PAGES) 2) AFFIDAVIT (1 PAGE)</p> <p>CONTRACT FOR DIETITIAN SERVICES</p> <p>SUCCESSFUL VENDOR SHALL PROVIDE REGISTERED DIETITIAN SERVICES TO THE RESIDENTS OF PINECREST HOSPITAL</p> <p>VENDOR MUST BE A REGISTERED DIETITIAN WITH THE AMERICAN DIETETIC ASSOCIATION.</p> <p>VENDOR'S QUOTATION = \$ /HOUR.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$45 fee.
5. All services performed or goods delivered under State Purchase Orders/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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR ü160.103) and will be disclosing Protected Health Information (45 CFR ü160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices 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.

ORIGINAL SIGNED BID TO:

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

DUPLICATE BID TO:

State Auditor's Office
Bid Observer
Building 1 Room W114
1900 Kanawha Boulevard, East
Charleston, WV 25305-0230



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
PSH60195A

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
B FRANCISCO 304-558-0468

HEALTH AND HUMAN RESOURCES
 PINECREST HOSPITAL
 105 SOUTH EISENHOWER DRIVE
 BECKLEY, WV
 25801 304-256-6614

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/28/2006				
BID OPENING DATE: 04/27/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>GENERAL REQUIREMENTS VENDOR IS TO PROVIDE BASIC DIETETIC SERVICES FOR THE RESIDENTS OF PINECREST HOSPITAL. VENDOR IS TO PROVIDE ON A BI-WEEKLY AND EMERGENCY BASIS, DIETETIC NEEDS TO RESIDENTS OF PINECREST HOSPITAL LOCATED AT 105 S EISENHOWER DRIVE, BECKLEY, WV 25801.</p> <p>DIETITIAN SHALL BE KNOWLEDGEABLE OF AND COMPLY WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).</p> <p>ESSENTIAL DUTIES AND RESPONSIBILITIES VENDOR WILL BE RESPONSIBLE FOR PROVIDING THE FOLLOWING: A) VENDOR MUST REVIEW/EVALUATE ALL NEW ADMISSIONS. B) VENDOR MUST BE AVAILABLE FOR CONSULTATION AT THE REQUEST OF THE AGENCY. C) VENDOR MUST MONITOR ALL CHARTS OF ALL TUBE FEEDING RESIDENTS. D) VENDOR MUST DOCUMENT ALL FINDINGS IN RESIDENTS CHARTS. E) VENDOR MUST MONITOR CHARTS OF ALL DIABETIC RESIDENTS. F) VENDOR MUST MONITOR CHARTS OF ALL RESIDENTS WITH DECUBITUS ULCERS. G) VENDOR MUST COMPLETE NUTRITIONAL ASSESSMENTS ON FACILITY RESIDENTS AS NEEDED. H) VENDOR MUST BE AVAILABLE UPON REQUEST IN THE EVENT OF ANY DIETARY SURVEY (OHFLAC) ISSUES THAT MAY ARISE. I) VENDOR MUST MAKE RECOMMENDATIONS TO THE FACILITY PHYSICIANS FOR DIET CHANGES BASED ON LAB VALUES. J) VENDOR MUST REVIEW DIET ORDERS FOR APPROPRIATENESS AND MAKE NECESSARY RECOMMENDATIONS. K) VENDOR MUST BE AVAILABLE FOR CONSULTATIONS NEEDED FOR TREATMENT TEAM MEETINGS, OVERSEE WEEKLY WEIGHT</p>						

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

WHEN RESPONDING TO RFQ 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

Request for Quotation

RFQ NUMBER
PSH60195A

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF:
B FRANCISCO 304-558-0468

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 PINECREST HOSPITAL
 105 SOUTH EISENHOWER DRIVE
 BECKLEY, WV
 25801
 304-256-6614

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
03/28/2006				

BID OPENING DATE: 04/27/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				MANAGEMENT MEETINGS, AND PROVIDE MONTHLY UPDATES TO THE ADMINISTRATOR AND/OR DESIGNEE. L) VENDOR MUST PROVIDE STAFF IN-SERVICES TO THE DIETARY DEPARTMENT AND NURSING STAFF WHEN APPROPRIATE. M) VENDOR MUST OVERSEE/APPROVE MENU AND GIVE PRIOR WRITTEN CONSENT WHEN DEVIATIONS OCCUR. N) VENDOR MUST WORK DURING REGULAR WORKING HOURS FOR AT LEAST ONE OF THE TWO WEEKLY DATES OF SERVICE. AGENCY RESPONSIBILITIES A) CONTACT SUCCESSFUL VENDOR TO ARRANGE AGREEABLE DATES AND TIMES FOR BI-WEEKLY SERVICE. B) DIETARY SUPERVISOR AND/OR NURSING STAFF WILL BE AVAILABLE TO DISCUSS CONSULTATIONS. TRAVEL ANY ANTICIPATED TRAVEL EXPENSE MUST BE INCOPORATED IN VENDOR'S HOURLY FEE. TRAVEL WILL NOT BE REIMBURSED AND IS THE SOLE RESPONSIBILITY OF THE VENDOR. INSURANCE REQUIREMENTS THE VENDOR, AS AN INDEPENDENT CONTRACTOR, IS SOLELY LIABLE FOR THE ACTS AND OMISSIONS ON THE PART OF ITS EMPLOYEES AND AGENTS. THE VENDOR SHALL MAINTAIN AND FURNISH PROOF OF INSURANCE COVERAGE OF LIABILITY INSURANCE FOR LOSS, DAMAGE, OR INJURY (INCLUDING DEATH) OF THIRD PARTIES ARISING FROM ACTS AND OMISSIONS ON THE PART OF THE VENDOR, ITS AGENTS AND EMPLOYEES IN THE FOLLOWING AMOUNTS; 1) FOR BODILY INJURY (INCLUDING DEATH): \$500,000 PER PERSON, UP TO \$1,000,000 2) FOR PROPERTY DAMAGE AND PROFESSIONAL LIABILITY: MINIMUM COVERAGE OF UP TO \$1,000,000.00 PER OCCURENCE.		

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

WHEN RESPONDING TO RFQ, 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

Request for Quotation

RFQ NUMBER
PSH60195A

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF:
B FRANCISCO 304-558-0468

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 PINECREST HOSPITAL
 105 SOUTH EISENHOWER DRIVE
 BECKLEY, WV
 25801 304-256-6614

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
03/28/2006				
BID OPENING DATE: 04/27/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>EXPERIENCE & QUALIFICATIONS *****</p> <p>VENDOR SHALL BE A REGISTERED DIETITIAN AVAILABLE TO PRACTICE WITHIN THE STATE OF WEST VIRGINIA. VENDOR MUST HAVE NO SUCCESSFUL CLAIMS AGAINST THEIR PROFESSIONAL LIABILITY INSURANCE WITHIN THE LAST TWO (2) YEARS.</p> <p>WORK HISTORY REQUIREMENTS*****</p> <p>BIDDER SHOULD SUBMIT WORK HISTORY WITH BID SUBMISSION. VENDOR SHOULD SUBMIO, IN WRITTEN FORMAT, A LIST OF ABILITIES AND EXPERIENCE, AND A LISTING OF PREVIOUS FACILITIES/EMPLOYMENT AND POSITIONS HELD AT EACH.</p> <p>DURING THE ONE YEAR TERM OF THE CONTRACT, THE CONTRACT WILL NOT EXCEED 420 HOURS. VENDOR WILL PROVIDE SERVICES AT A MINIMUM OF TWO TIMES PER WEEK.</p> <p>LICENSE REQUIREMENTS</p> <p>VENDOR MUST BE A REGISTERED DIETITIAN WITH THE AMERICAN DIETETIC ASSOCIATION. SUCCESSFUL VENDOR MUST PROVIDE PROOF OF WORKERS COMPENSATION COVERAGE.</p> <p>INVOICE AND PAYMENTS</p> <p>VENDOR SHALL SUBMIT MONTHLY INVOICES, IN ARREARS, TO THE ACCOUNTS PAYABLE OFFICE AT PINECREST HOSPITAL FOR ALL SERVICES PROVIDED PURSUANT TO THE TERMS OF THE CONTRACT. EACH INVOICE WILL CONTAIN SUFFICIENT DOCUMENTATION TO DETERMINE ACTUAL HOURS WORKED AND COST PER PROJECT. THE HOSPITAL 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.</p>						

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

WHEN RESPONDING TO RFQ. 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

Request for Quotation

RFQ NUMBER
PSH60195A

PAGE
5

ADDRESS CORRESPONDENCE TO ATTENTION OF:
B FRANCISCO
304-558-0468

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 PINECREST HOSPITAL
 105 SOUTH EISENHOWER DRIVE
 BECKLEY, WV
 25801
 304-256-6614

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/28/2006				

ID OPENING DATE: **04/27/2006** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON DATE OF 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 AGENCY (CFO) SIXTY (60) DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

NATURE	TELEPHONE	DATE
LE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, 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

Request for Quotation

RFQ NUMBER
PSH60195A

PAGE
6

ADDRESS CORRESPONDENCE TO ATTENTION OF:
B FRANCISCO 304-558-0468

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 PINECREST HOSPITAL
 105 SOUTH EISENHOWER DRIVE
 BECKLEY, WV 25801 304-256-6614

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
03/28/2006				
BID OPENING DATE: 04/27/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>OF WORK.)</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED 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>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON MONDAY, APRIL 10, 2006. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. 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>BETTY FRANCISCO DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 EMAIL: BFRANCISCO@WVADMIN.GOV</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE,</p>						

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

WHFN RESPONDING TO RFQ. 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

Request for Quotation

RFQ NUMBER
PSH60195A

PAGE
7

ADDRESS CORRESPONDENCE TO ATTENTION OF:
B FRANCISCO 304-558-0468

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 PINECREST HOSPITAL
 105 SOUTH EISENHOWER DRIVE
 BECKLEY, WV
 25801
 304-256-6614

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/28/2006				

BID OPENING DATE: 04/27/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).		
				A. APPLICATION IS MADE FOR 2.5% 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 HEAD-QUARTERS 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 CORPORATION 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.		
				B. APPLICATION IS MADE FOR 2.5% 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		

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

WHEN RESPONDING TO RFQ, 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

Request for Quotation

RFQ NUMBER
PSH60195A

PAGE
8

ADDRESS CORRESPONDENCE TO ATTENTION OF:
B FRANCISCO 304-558-0468

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 PINECREST HOSPITAL
 105 SOUTH EISENHOWER DRIVE

 BECKLEY, WV 25801 304-256-6614

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/28/2006				

BID OPENING DATE: 04/27/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID; OR () 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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ. 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

Request for Quotation

RFQ NUMBER
PSH60195A

PAGE
9

ADDRESS CORRESPONDENCE TO ATTENTION OF
B FRANCISCO 304-558-0468

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 PINECREST HOSPITAL
 105 SOUTH EISENHOWER DRIVE
 BECKLEY, WV
 25801 304-256-6614

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/28/2006				

BID OPENING DATE: 04/27/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED ALONG WITH A CONVENIENCE COPY TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15</p>						

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

WHEN RESPONDING TO RFQ, 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

Request for Quotation

RFQ NUMBER
PSH60195A

PAGE
10

ADDRESS CORRESPONDENCE TO ATTENTION OF
B FRANCISCO 304-558-0468

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 PINECREST HOSPITAL
 105 SOUTH EISENHOWER DRIVE
 BECKLEY, WV 25801
 304-256-6614

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
03/28/2006				

BID OPENING DATE: 04/27/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
				AN EXACT DUPLICATE MUST BE SUBMITTED TO: STATE AUDITOR'S OFFICE BID OBSERVER BUILDING 1, ROOM W114 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0230		
				BOTH BIDS MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPES OR THE BIDS MAY NOT BE CONSIDERED: SEALED BID		
				BUYER:-----BETTY L. FRANCISCO/22-----		
				RFQ. NO.:-----PSH60195A-----		
				BID OPENING DATE:-----04/27/2006-----		
				BID OPENING TIME:-----1:30 P.M.-----		
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: -----		
				CONTACT PERSON (PLEASE PRINT CLEARLY):		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
-------	------	-----------------------------------

WHEN RESPONDING TO RFQ 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

Request for Quotation

RFQ NUMBER
PSH60195A

PAGE
11

ADDRESS CORRESPONDENCE TO ATTENTION OF
B FRANCISCO 304-558-0468

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 PINECREST HOSPITAL
 105 SOUTH EISENHOWER DRIVE

 BECKLEY, WV
 25801 304-256-6614

DATE PRINTED 03/28/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 04/27/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT

***** THIS IS THE END OF RFQ PSH60195A ***** TOTAL: _____						

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

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

**WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
BUREAU FOR BEHAVIORAL HEALTH AND HEALTH FACILITIES OFFICE
OF HEALTH FACILITIES
PINECREST HOSPITAL
105 S EISENHOWER DRIVE
BECKLEY, WEST VIRGINIA 25801**

**Request for Quotation
RFQ#PSH60195A**

PROCUREMENT SPECIFICATIONS

REQUIRED EXPERIENCE/QUALIFICATIONS

The selected vendor shall be a **Registered Dietitian** available to practice within the State of West Virginia. Vendor must have a minimum of five (5) years of experience. The vendor must have no successful claims against their professional liability insurance within the last two (2) years.

GENERAL REQUIREMENTS

The vendor is to provide basic Dietetic services for residents of Pinecrest Hospital. Vendor is to provide on a bi-weekly and an emergency basis, dietetic needs to residents of Pinecrest Hospital located at 105 S Eisenhower Drive Beckley WV 25801

Dietitian shall be knowledgeable of and comply with the Health Insurance Portability and Accountability Act (HIPPA).

ESSENTIAL DUTIES AND RESPONSIBILITIES

Vendor will be responsible for providing the following:

- a. Vendor "must" review/ evaluate all new admissions.
- b. Vendor "must" be available for consultations at the request of the agency
- c. Vendor "must" monitor all charts of all tube feeding residents.
- d. Vendor "must" document all findings in residents' charts.
- e. Vendor "must" monitor charts of all diabetic residents.
- f. Vendor "must" monitor charts of all residents with decubitus ulcers.
- g. Vendor "must" complete nutritional assessments on facility residents as needed.
- h. Vendor "must" be available upon request in the event of any Dietary Survey (OHFLAC) issues that may arise.
- i. Vendor "must" make recommendations to the facility physicians for diet changes based on lab values.
- j. Vendor "must" review diet orders for appropriateness and make necessary recommendations.
- k. Vendor "must" be available for consultations needed for treatment team meetings, oversee weekly weight management meetings, and provide monthly updates to the Administrator and/or designee.

- l. Vendor "must" provide staff in-services to the Dietary department and nursing staff when appropriate.
- m. Vendor "must" oversee/ approve menu and give prior written consent when deviations occur.
- n. Vendor "must" work during regular working hours for at least one of the two weekly dates of service.

AGENCY RESPONSIBILITIES

- a. Contact selected vendor to arrange agreeable dates and times for bi-weekly service.
- b. Dietary Supervisor and/or Nursing staff will be available to discuss consultations.

BID SCHEDULE

Any anticipated travel must be incorporated into the vendor's fee. No travel will be reimbursed by the State and is the sole responsibility of the vendor. The vendor's quotation must include bids for the following information as follows:

\$ _____/hour

The entire term of the contract will not exceed 420 hours. Vendor will provide services at a minimum of two times per week. Weekly vendor hours may vary from 4-10 hours per week.

Insurance Requirements:

The vendor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents.

The vendor shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the vendor, its agents and employees in the following amounts:

1. For bodily injury (including death): \$500,000.00 per person, up to \$1,000,000.00 per Occurrence.
2. For property damage and professional liability: Up to \$1,000,000.00 per Occurrence.

(DHHR/PINECREST HOSPITAL MUST BE LISTED AS THE CERTIFICATE HOLDER).

License Requirements

The successful vendor must present evidence of certification or licensure with WV Workers Compensation and Unemployment Funds, a copy of its WV business Certificate and any other license it may be required to hold by the nature of its operation. Vendor must be a Registered Dietitian with the American Dietetic Association.

Work History Requirements

All vendors should submit work history with bid submission. Vendor should submit in written format a list of abilities and experience, and list of previous facilities and positions held there.

TERMS OF CONTRACT AND RENEWALS

HIPAA Agreement

The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of this agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CRP § 160.103) and will be disclosing Protected Health Information (45 CFR § 160.103) to the vendor.

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.

Invoices and Payments

The vendor shall submit monthly invoices, in arrears, to the Accounts Payable office at Pinecrest Hospital for all services provided pursuant to the terms of the contract. Each invoice will contain sufficient documentation to determine the actual hours worked and cost per project. The Hospital 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.

Life of Contract

This contract becomes effective on _____ 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 given the Agency (CFO) sixty (60) days written notice.

Unless specific provisions are stipulated elsewhere in this contract document, the terms, conditions and pricing set herein are firm for the life of the contract.

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.

Bankruptcy

In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.

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 owned 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.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____