



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  
 FLC90054

PAGE  
 1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES  
 BPH - OHFLAC  
 ONE DAVIS SQUARE, SUITE 101  
 CHARLESTON, WV  
 25301-1799 304-558-2026

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/22/2008				

BID OPENING DATE:

11/06/2008

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2 1. QUESTIONS AND ANSWERS ATTACHED. 2. 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. EXHIBIT 10  REQUISITION NO.: FLC90054  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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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<p>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.</p> <p style="text-align: center;">..... SIGNATURE ..... COMPANY ..... DATE</p> <p>REV. 11/96</p> <p style="text-align: center;">END OF ADDENDUM NO. 2</p>						

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**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 \$125 fee.
5. 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.
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 may be deemed null and void, and 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**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 case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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



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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR		948-55		
CONTRACTOR TO PERFORM NURSES AIDE TRAINING						
***** THIS IS THE END OF RFQ FLC90054 ***** TOTAL:						

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**Page 4 – PURCHASING CARD ACCEPTANCE****QUESTION:**

Are there any state agencies included in this bid? The vendor deals with individuals, schools, and nursing facilities.

**ANSWER:**

This contract is available to any state agency that has a requirement for these services.

**Page 7 - PROJECT A:****QUESTION:**

Do registered nurses have to administer the written portion of the exam?

**ANSWER:**

No, the written portion of the exam does not have to be administered or proctored by a registered nurse. However, the skilled portion does, per CFR§483.154.c.4 "The skills demonstration part of the evaluation must be" (ii) Administered and evaluated by a registered nurse with at least one year's experience in providing care for the elderly or the chronically ill of any age."

**Page 8 - Number 3 - NOMINATION OF SKILLS COMPETENCY EVALUATORS****QUESTION:**

Does this mean that all evaluators must meet the qualifications that an instructor must meet to teach the class?

**ANSWER:**

No, according to CFR§483.154.c.4 "The skills demonstration part of the evaluation must be" (ii) Administered and evaluated by a registered nurse with at least one year's experience in providing care for the elderly or the chronically ill of any age."

**Page 8 - Number 4 – PREPARATION OF SKILLS COMPETENCY EVALUATORS****Question:**

Because the current skills evaluators are experienced in testing, does this mean that the current evaluators must have training?

**Answer:**

If your process changes, all employees will need to be updated or refreshed on that change. Otherwise, the training is limited to the new employees, only. The orientation of all employees must be available for review to the OHFLAC representative, upon request.

**Page 10 – Number 13 – ESTABLISH SITES AND SCHEDULE EVALUATION****QUESTION:**

"Vendor will provide the raters with (7) hours of orientation..." is this for new raters only?

**ANSWER:**

If your process changes, all employees will need to be updated or refreshed on that change. Otherwise, the training is limited to the new employees, only. The orientation of all employees must be available for review to the OHFLAC representative, upon request

**Page 10 – Number 19 – DISTRUBUTION AND TRANSFER OF TEST RESULTS**

**QUESTION:**

"...indicating areas of strength and weakness..." is this for the written exam, the skills portion, or both parts of the exam?

**ANSWER:**

Both areas (weakness and strengths) are to be communicated to the instructor after each test scoring. However, this same information will only need to be communicated to this office, upon request.

**Page 11 – Number 19 – CONTINUED****QUESTION:**

b. "...OHFLAC unique identification number..." Vendor does not have access to this number until after testing and the number is assigned to the individual. How is vendor to transmit this number?

**ANSWER:**

OHFLAC will communicate to the vendor the assigned number that will identify the test eligible individual.

**QUESTION:**

Paragraph Three. "...indicating areas of strength and weakness..." again, is this for the written or skills portion or both portions of the exam?

**ANSWER:**

Both areas (weakness and strengths) are to be communicated to the instructor after each test scoring. However, this same information will only need to be communicated to this office, upon request.

**Page 20 – Section 4.19****QUESTION:**

b. requires professional liability. Is this considered malpractice insurance? If so, there are no medical procedures being done at the test sites that would require this type of insurance. General liability covers bodily injury (including death), as well as property damage.

Can you please clarify?

**ANSWER**

Delete the requirement for professional liability insurance.

Professional liability coverage is intended for damages incurred as the result of errors and/or omissions in the performance or delivery of professional services.