



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
MMB10052

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  
 MILDRED MITCHELL-BATEMAN  
 HOSPITAL  
 1530 NORWAY AVENUE  
 HUNTINGTON, WV  
 25705 304-525-7801

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/04/2009				
BID OPENING DATE: 12/03/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	8	EA	948-74	OPEN-END BLANKET CONTRACT  RECRUITMENT OF PSYCHIATRIST(S) AS SPECIFIED  REQUEST FOR QUOTATION  TO PROVIDE AN OPEN END CONTRACT FOR RECRUITING SERVICES FOR PSYCHIATRIST(S), PSYCHIATRIC NURSE PRACTITIONER(S) OR FAMILY NURSE PRACTITIONER(S) TO MEET THE STAFFING REQUIREMENTS OF MILDRED MITCHELL-BATEMAN HOSPITAL, AND ANY OTHER STATE AGENCIES NEEDS AS DEEMED NECESSARY, PER THE ATTACHED SPECIFICATIONS.  EXHIBIT 3  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.  UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE DEEMED TO BE THE		

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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, the State may deem this contract null and void, and terminate such contract 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 FOB 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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<p>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 THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>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>INQUIRIES:            WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 11/17/2009. 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:             ROBERTA WAGNER            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25311             FAX: 304-558-4115            E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p>						

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<p>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 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 style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION        PURCHASING DIVISION        BUILDING 15        2019 WASHINGTON STREET, EAST        CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p>						

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<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:-----RW/FILE 22-----</p> <p>RFQ NO.:-----MMB10052-----</p> <p>BID OPENING DATE:-----12/3/2009-----</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>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						
0002	10	EA		948-74		
RECRUITMENT OF PSYCHIATRIC NURSE PRACTITIONER(S) OR						

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***** THIS IS THE END OF RFQ MMB10052 ***** TOTAL: _____						

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**MMB10052** Open End Contract for Psychiatrists, Psychiatric Nurse Practitioners, or Family Nurse Practitioner with Psychiatric Experience

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**1.1 PURPOSE:** To create an open ended contract for recruiting services for psychiatrist(s), psychiatric nurse practitioner(s) or family nurse practitioner with psychiatric experience (min. 1 year) to meet the staffing requirements of an adult psychiatric hospital, Mildred Mitchell-Bateman Hospital (MMB). MMB is a division of the Bureau for Behavioral Health and Health Facilities, a division of the State of West Virginia.

**1.2 LABELING OF SECTIONS:**

**1.2.1 Mandatory Requirements:** Any specification or statement containing the word “must”, “shall”, or “will” are mandatory.

**1.2.2 Contract Terms and Conditions:** Section “3” details the contractual terms and conditions under which the State of West Virginia will enter into a contract.

**2.1 LOCATION:** Mildred Mitchell-Bateman Hospital is located at 1530 Norway Avenue, Huntington, West Virginia 25705. The hospital is a 110 bed State supported Acute, Psychiatric Hospital. It is accredited by Joint Commission on Accreditation of Health Care Organization (JCAHO) and Center for Medicare and Medicaid Services (CMS).

**3.1 GENERAL REQUIREMENTS:** The request is to obtain multiple vendors to provide recruiting services for psychiatrist(s), psychiatric nurse practitioner(s) or family nurse practitioner(s) with psychiatric experience (min. 1 year) capable of treating adult psychiatric patients.

**3.2 MANDATORY REQUIREMENTS:** Vendor agrees to assure and document the competency of the staff being engaged to provide the aforementioned services to MMB and will provide documentation of such, when requested. The competency assessment must include age-specific and cultural competencies for services provided to patients. For each qualified and acceptable candidate to the Hospital (based on their resume or “Curriculum Vitae” (CV)), the vendor agrees to provide staff with the qualifications listed in Exhibits 1 and 2.

1. Vendor “must” present a copy of its West Virginia Business Certificate and any other license it may be required to hold by the nature of its operation.
2. Any anticipated recruiting costs, including travel, must be incorporated into the vendor’s all-inclusive fee together with all administrative, recruiting and overhead costs.



**MMB10052 Open End Contract for Psychiatrists, Psychiatric Nurse Practitioners, or Family Nurse Practitioner with Psychiatric Experience**

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3. Date of Coverage: upon award and continuing for a period of one year (1), with the option of two (2) one year renewals.
4. Fee shall be paid to the Vendor when the candidate actually begins to practice.
5. If the candidate discontinues working at the hospital within one hundred and eighty (180) days of their initial start date, the Vendor agrees to find a suitable replacement within ninety (90) days or to refund the full amount of the placement fee to the hospital at that time.
6. Vendor agrees to never initiate solicitation of any person engaged by the hospital under the Vendor's contract.

**COMPLIANCE WITH LAWS AND REGULATIONS:**

Vendor shall pay any sales, use and personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment or recruitment services delivered pursuant hereto shall be borne by vendor.

Vendor shall comply with all applicable laws, rules, and regulations including, but not limited to those related to hospital licensure, state and federal laws, and laws, rules and policies related to the Department of Health and Human Resources.

**TERMINATION OF THE CONTRACT:**

The Purchasing Director may terminate a contract resulting from this RFQ with a 30 day written notice anytime the vendor fails to carry out its responsibilities under the terms of this Contract. The Hospital Facility shall provide the vendor and the Purchasing Division with notice of conditions endangering performance. If after such notice the vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the department shall issue the vendor an order to stop all work immediately. The department shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

MMB10052 Open End Contract for Psychiatrists, Psychiatric Nurse Practitioners, or Family Nurse Practitioner with Psychiatric Experience

COST SHEET

VENDOR TO COMPLETE BELOW:

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone \_\_\_\_\_

\*\*\* Estimate Annual Usage: 8 Psychiatrists and 10 Nurse Practitioners \*\*\*

PSYCHIATRIST PLACEMENTS

Permanent Placement Fee: \$ \_\_\_\_\_ / each x 8 = \$ \_\_\_\_\_  
One-time fee payment required for each Vendor referred psychiatrist accepting placement at MMB, all inclusive. (Estimate of eight psychiatrist)

Total Estimated Psychiatrist Annual Costs: \$ \_\_\_\_\_ / each x 8 = \$ \_\_\_\_\_  
Estimated payroll costs for the psychiatrists who are placed at MMB.

PSYCHIATRIC NURSE PRACTITIONER / FAMILY NURSE PRACTITIONER WITH PSYCHIATRIC EXPERIENCE PLACEMENTS

Permanent Placement Fee: \$ \_\_\_\_\_ / each x 10 = \$ \_\_\_\_\_  
One-time fee payment required for each Vendor referred psychiatric nurse practitioner or family nurse practitioner with psychiatric experience (min. 1 year) accepting placement at MMB, all inclusive.

Total Estimated Practitioner Annual Cost: \$ \_\_\_\_\_ / each x 10 = \$ \_\_\_\_\_  
Estimated payroll costs for the Psychiatric Nurse Practitioners or Family Nurse Practitioners with psychiatric experience who are placed at MMB. (Estimate of 10 Nurses)

Estimated Annual Grand Total: \$ \_\_\_\_\_

This shall be a progressive award contract and the award will be made according to each Vendor's bid response and lowest cost. Low bid will be designated as MMB10052A, next lowest bid will be designated as MMB10052B, and so on. The agency will contact Vendor "A" first to provide their needs. If Vendor "A" cannot provide services, agency will go to Vendor "B", and so on. Quantities listed are estimates only. Actual needs of the facility will be met, whether greater or less than estimates.

**EXHIBIT 1**

**Minimum Qualifications and Responsibilities for Psychiatrist:**

**QUALIFICATIONS:**

- Must show proof of completion of an accredited 3-year residency program in psychiatry or equivalent.
- Must be board eligible or board certified.
- Must be eligible to obtain a West Virginia Board of Medicine License.
- Preference will be given to a West Virginia Board of Medicine Licensed individual.
- Must have a current DEA certificate.

**RESPONSIBILITIES:**

- Must make rounds with the treatment team, do consultations and perform physical examinations as needed.
- Must perform and dictate initial psychiatric evaluations.
- Must refer patients to other disciplines if needed.
- Must write progress notes, medication review, mental status, and other correspondence, as necessary, per MMB Medical Staff rules
- Must perform psychiatric consultations when needed.
- Must read, review and dictate discharge summaries
- Must testify in court and commitment hearings, when necessary.
- Must meet with families and other interested members as well as answer telephone calls to family members and other people and agencies about patient.
- Must attend committee meetings, as required.

**MMB10052** Open End Contract for Psychiatrists, Psychiatric Nurse Practitioners, or Family Nurse Practitioner with Psychiatric Experience

**EXHIBIT 2**

**Minimum Qualifications and Responsibilities for:  
Psychiatric Nurse Practitioner Or  
Family Nurse Practitioner with Psychiatric Experience (min. 1 year)**

**QUALIFICATIONS:**

Must show proof of completion of a Masters Degree in Nursing (MSN) from an accredited institution

Must possess a current license or temporary permit from the West Virginia Board of Nursing to practice as Registered Nurse, RN.

Must have a West Virginia Board of Nurses license or temporary permit for Advanced Practice in the Specialty of Psychiatry, (APRN-BC) or Family Nurse Practitioner with Psychiatric Experience (min. 1 year)

**RESPONSIBILITIES:**

Must make rounds with the treatment team, do consultations and perform physical examinations as needed.

Must refer patients to other disciplines if needed

Must write progress notes, medication review, mental status, and other correspondence, as necessary, per MMB Medical Staff rules.

Must read, review and dictate discharge summaries.

Must testify in court and commitment hearings, when necessary.

Must meet with families and other interested members as well as answer telephone calls to family members and other people and agencies about patient.

Must attend committee meetings, as required

## 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: \_\_\_\_\_ Signed: \_\_\_\_\_  
 Date: \_\_\_\_\_ Title: \_\_\_\_\_

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

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

### VENDOR OWING A DEBT TO THE STATE:

**West Virginia Code** §5A-3-10a provides that: 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.

### PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

### 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 materials, 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

### 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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

### 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>.

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.

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_