



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  
 WEH11142

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  
 WELCH COMMUNITY HOSPITAL  
 454 MCDOWELL STREET  
 WELCH, WV  
 24801 304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/23/2011				

BID OPENING DATE: 06/08/2011 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. 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.: WEH11142						
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.						

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. 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](http://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).



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<p>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.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>END OF ADDENDUM NO. 1</p>						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		964-65		
OPEN END CONTRACT FOR LOCUM TENENS OB/GYN PHYSICIANS						
***** THIS IS THE END OF RFQ WEH11142 ***** TOTAL:						

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WEH11142 Addendum 1

Q.1 We have the capability to provide professional liability insurance up to 1 mil. However bodily injury and/or property damage would you include this within professional liability coverage?

**A.1 Locum provider will be responsible for this insurance as we cannot cover their losses should they occur. Locum provider will be responsible for ensuring and providing documentation as to such coverage. Under the Special Terms and Conditions: (Mandatory) of this RFQ, states the following:**

**“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): \$1,000,000.00 per Occurrence.**
- 2. For property damage and professional liability: Up to \$1,000,000.00 per Occurrence.**

**DHHR MUST BE LISTED AS THE CERTIFICATE HOLDER. (Mandatory)”**

Q.2 Our firm provides Unemployment Compensation and Workers Comp for LT Employees, not the physicians or providers who we categorize as independent contractors. However, should this be mandatory, upon award of the contract, we can place the doctor in touch with a source so he/she can purchase an individual Workers' Compensation and/or General Liability Policy. Is this acceptable?

**A.2 Facility will not provide Workers' Compensation coverage for these individuals. Locum provider will be responsible for ensuring and providing documentation for proof of Workers' Compensation and General Liability coverage for each physician provided to the facility.**

Q.3 In our proposal can we add terms and conditions we deem necessary to administer a contract or must those items included in the General Terms and Conditions portion of the RFP be regarded as the sole conditions for this contract?

**A.3 Items included in the General Terms and Conditions of the RFQ are to be regarded as the sole conditions for this contract. As stated on Page 3 of the RFQ “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 electronic medium such as CD-ROM."**

Q.4 Are CVs to be presented in our proposal?

**A.4 No, but the facility retains the right to request such as it deems necessary.**

Q.5 Would you like details outlining our implementation, scheduling or past performance?

**A.5 This will not be necessary as we will utilize the vendor on an as needed basis. Facility will contact vendor at least one week prior to coverage period needed. The vendor will provide coverage for extended or limited time periods.**

Q.6 Can we piece together a group and schedule of more than 1 physician? Is there a limit to how many providers we can credential?

**A.6 Yes, we can credential multiple doctors.**

Q.7 Are the contractors working with other OB staff providers?

**A.7 They could be, but not routinely.**

Q.8 Is this request for services on an as needed basis?

**A.8 Yes.**

Q.9 What is the typical call rotation?

**A.9 If they are here, they will be required to take call for the duration of the time that the request for coverage demands.**

Q.10 What start date can we expect?

**A.10 Upon award of the contract the vendor will be contacted on an as needed basis.**

Q.11 West Virginia is not our corporate headquarters –

**A.11 We presume this is in reference to the Vendor Preference Certificate, Item 1., it is not required for all vendors to complete the Vendor Preference Certificate. The Vendor Preference Certificate provides an opportunity for a qualifying vendor to request at the time it submits its bid, preference for its residency status.**

Q.12 Locums Companies such as ours do not provide workers comp and unemployment funds because locums providers are 1099 –

**Q.12 Locum provider will be responsible for ensuring and providing documentation for proof of Workers' Compensation, Unemployment Compensation and General Liability coverage for each physician provided to the facility.**

Q.13 We do not employ a 100 residents state residents –

**A.13 We presume this is in reference to the Vendor Preference Certificate, Item 1., it is not required for all vendors to complete the Vendor Preference Certificate. The Vendor Preference Certificate provides an opportunity for a qualifying vendor to request at the time it submits its bid, preference for its residency status.**

Q.14 We do not cover liability insurance or bodily injury insurance only malpractice with tail coverage.

**A.14 Locum provider will be responsible for this insurance as we cannot cover their losses should they occur. Locum provider will be responsible for ensuring and providing documentation as to such coverage. Under the Special Terms and Conditions: (Mandatory) of this RFQ, states the following:**

**“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): \$1,000,000.00 per Occurrence.**
- 2. For property damage and professional liability: Up to \$1,000,000.00 per Occurrence.**

**DHHR MUST BE LISTED AS THE CERTIFICATE HOLDER. (Mandatory)”Locum provider will be responsible for ensuring and providing documentation for proof of Workers' Compensation, Unemployment Compensation and General Liability coverage for each physician provided to the facility.**

Q.15 Agency does not provide EMR training (the provider will have electronic medical record keeping ability however.

**A.15 Welch Community Hospital uses an Electronic Medical Record (EMR). All physicians supplied by the vendor must be capable and willing to function within this environment. Welch Community Hospital will provide new physicians with limited (approximately four hours) instructions on the EMR prior to their first shift. The vendor shall assure the physician is available for a four hour training**

**period prior to their beginning work or coverage at the facility. Physicians that have had this training (given by this facility) are not required to repeat it.**