



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
FLC12113

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
 OIG - OHFLAC
 408 LEON SULLIVAN WAY
 CHARLESTON, WV
 25301-1713 304-558-2026

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/29/2012				

BID OPENING DATE: 04/11/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 01						
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. FLC12113						
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						

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.html 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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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 COMPANY DATE						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.						
REV. 09/21/2009						
END OF ADDENDUM NO. 1						
0001		YR		948-55		
1 CONTRACTOR TO PERFORM NURSES AIDE TRAINING						

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OHFLAC's Response to RFQ FLC12113

Date: 3/27/12

On page 8, Part 2 Mandatory Requirements:	
2.6.2.1.3	Vendor shall offer unimpeded services to all applicants on an as needed basis, and not cancel the course or services because of low participation
Vendor's Question (1):	Q. - If a schedule of "the course or services" is published one year in advance with specific dates of those course(s) or services, how can those candidate A needed the course or service to be on the 3 rd Saturday of that given month, the vendor would have to provide the course or service courses/services be offered "on an as needed basis"? Does this not mean that if a course or service was scheduled on the 2 nd Saturday of a given month, but on that 3 rd Saturday as well as the previously administered course/service date?
Agency Comments (1):	At the award of the contract, the vendor's proposed schedule will be reviewed and finalized by the Agency. All scheduled testing dates, regardless of the applicants' participation are to be offered by the vendor and not cancelled due to low participation. It is not the intent of the Agency to require the vendor to offer On-Demand type services outside of what has been approved at the awarding of the contract. However, we do expect for the vendor to offer the services and not cancel scheduled services due to low participation.
On Page 9, PROJECT A: WV Nursing Assistant Training & Competency Evaluation Program (NATCEP): Paragraph 2	
Vendor's Question (1):	...The Vendor shall offer unimpeded services to all applicants on an as needed basis, and not cancel the service because of low participation" ...not cancel the service because of low participation",
	Q - Again, the phrase "as needed basis", if there is a schedule, how can the service be provided on an as needed basis? If there is only one candidate registered to take an entire or a portion of an evaluation at a given evaluation site, would it be acceptable to offer another evaluation site to that candidate? In the past, because of the posted schedule (with test dates on the 2 nd and 4 th Saturdays of each month), there is another site in the state that will be holding testing. A particular site may not be available but there ALWAYS has been a minimum of four opportunities for every candidate to test each month
Agency Comments (2):	In regards to Competency testing (Project A) Yes, it is okay for the vendor to attempt to offer the applicant another evaluation site to test. However, if in the letter issued to an applicant from this office mentions a time frame (alternative sanction) in which

		<p>the services must be completed, and the vendor has already advertised that this was a scheduled test date, then it would be expected that the services be provided by the vendor to the applicant with an alternative sanction.</p>
	<p>In regards to Refresher (Project D) and Testing (Project A).....</p>	<p>The applicant that fits under the following project areas (A, D) have time restricts imposed i.e., alternative sanction; therefore completion of the workshop and testing must be completed by the end-date that is listed in the applicant's letter in order for h/she to be eligible to continue to work.</p> <p>The vendor can offer the next available scheduled workshop and test date for the exam as long as the rescheduled service does not jeopardize the applicant's opportunity to maintain their active status on the registry. The vendor would have to notify the applicant of the rescheduled event 1 month prior to rescheduling that event and allow the applicant the opportunity to consent to that change.</p> <p>It is not the intent of the Agency to have the vendor to offer on-demand workshops /testing. See Agency Response (1) for details.</p>