

VENDOR

RFQ COPY

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

Request for Quotation

VNF1015

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ADDRESS (CORRESPO	NDENCET	OATTENT	ON OF:
 				-

TARA LYLE B04-558-2544

S H I P

DIVISION OF VETERANS AFFAIRS VETERANS NURSING FACILITY

ONE FREEDOMS WAY CLARKSBURG, WV 26301

304-627-2415

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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. 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 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).

Questions from Pre-Bid VNF 1015

1. What background checks need to be completed?

Answer: CIB, state, federal

2. What immunization records are needed?

Answer: TB and Hepatitis B is all that is needed

3. Is the confidentiality agreement provided by the vendor or the facility?

Answer: it is provided by the vendor.

4. What is the required training?

Answer: Degree and continuing education provided by the vendor to maintain their respective

licensing boards

5. Does the facility have a specific skills check list that needs to be utilized?

Answer: No

6. Will the vendor be considered not following the contract if they do not have a five (5) hour

notice for coverage? Or should it be changed to a different time?

Answer: No

7. Cancellation of a shift. Do we expect it to happen in the future?

Answer: No

8. Is the rate of pay for RNs if an LPN is requested negotiable?

Answer: No, agency will request the type of staff needed and vendor is to supply the request.

9. Can invoices be turned in the facility weekly instead of monthly?

Answer: yes

10. Does the facility need a detailed or summary of shifts worked?

Answer: The vendor can send a spreadsheet that shows position and hours worked.

11. Does the vendor have to meet all specifications?

Answer: Yes

12. On the LPN twelve (12) hour shifts. Does 6:15 - 6:45 minus lunch work?

Answer: no - it needs to be 6:30 - 6:30

13. Should the RN shifts be twelve (12) hours also?
Answer: No

14. Is the holidays listed negotiable?

Answer: No

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SIGN

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PHONE 364 625-5777
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FREE / Klob 6444489 PHONE 304-623-5777 304-623-6044 PHONE 304- 626-1600 PHONE 304- 6260-1600 TOLL FREE FAX 304-626-1609 18/12-1949-1908 FAX 354- 626- 1908 FAX SUN 623 LOUGH TELEPHONE & FAX NUMBERS FAX 304-623-6626 3091-929-708 304-1020-1000 PHONE 54623-6624 Date: 83 FREE FREE FAX Mucksburg W/ 26302 0,100/165 POUNT WIT 263/02 Octos hor y hu 26 36 2 Charkelung Walder Clarkshury Lov 26261 ながあ Disk Feedban Jan * PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD 0. Box 4070 Company & WW Velerans Missig Facily One Freedoms War MAILING ADDRESS 0 20 July Sanks hurs Will 10 Bax 100 PLEASE PRINT Email Address: JUANLEY @ USMUCSirgnain or K LOW Company: USMUTSING Notwork Ture Company: W.S NUCSING NETWORK, INC Email Address: Town nurse One @ Ind-mul. Com ON Veterans Humans Folkethan Thomms. C., Maray @ wigos Email Address: Katherine, M. hass @ ww.g. Email Address: RRFARCAN Request for Proposal No. VNF1015 company. (15 NUVSING Network , lengifix Arbonause FIRM & REPRESENTATIVE NAME Towers Jane Sh Frage Katarra 10. 45 Shew Keed Email Address: Rep:

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EXHIBIT 10
REQUISITION NO.:
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 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

REV. 11/96

DATE