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TYPE NAME/ADDRESS HERE

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

# Request for

RFQ NUMBER WEH12086 1

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

HEALTH AND HUMAN RESOURCES S WELCH COMMUNITY HOSPITAL

454 MCDOWELL STREET WELCH, WV

24801

304-436-8710

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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 (BÁA), 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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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 WEH12086 PAGE 2

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WELCH, WV
24801 304-436-8710

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#### REQUEST FOR QUOTATION

# Department of Health and Human Resources Welch Community Hospital RFQ #WEH12086

#### **GENERAL INFORMATION**

PURPOSE: To provide Physician Recruitment Services for Obstetrics (OB)/Gynecology (GYN) Physician(s) to comply with the staffing needs of Welch Community Hospital, a 124-bed acute care facility; owned and operated by the State of West Virginia. The acute care beds: 7 intensive care beds; 2 pediatric beds; 8 obstetrical beds and 45 medical/surgical beds. The hospital services the counties of McDowell, Wyoming and Mingo with a total market population of approximately 83,000 citizens.

The words "will", "must", and "shall" listed herein are used to denote mandatory requirements. Bids that do not address and/or meet the mandatory requirements shall be disqualified.

LOCATION: Welch Community Hospital at 454 McDowell Street, Welch WV 24801

**GENERAL REQUIREMENTS:** The vendor shall provide Physician Recruitment Services for OB/GYN Physician(s) coverage for clinic work, births and on-call coverage.

This will be an open end contract with multiple award(s). The contract(s) will be utilized progressively from low to highest bid. The vendor chosen for use by the Agency on any given day or time period will be from this group of winning bidders. All winning bidders shall meet the mandatory requirements, as stated below. How the Agency chooses a specific vendor for a specific time shall be based upon: first, the Agency's cost of overall services, and second, the vendor's ability to supply physician(s) on the Agency's schedule.

MANDATORY REQUIREMENTS: The vendor shall provide candidates in the specialty area of obstetrics and gynecology for state employment at Welch Community Hospital. The vendor shall provide verification of education, licenses, certifications and background information to the hospital for assessment by personnel division.

#### MANDATORY QUALIFICATIONS for Physician Candidates:

- Must be qualified to sit for exam/certified in OB/GYN care.
- 2. Must be certified in Basic Life Support (BLS).
- 3. Must have current West Virginia Board of Medicine license.
- 4. OB Must have the following required procedure qualifications:
  - a. Routine Deliveries

- b. Low Risk Deliveries
- c. Circumcision
- d. Fetal Monitor
- e. Forceps
- f. C-Section
- g.. Vacuum
- 5. GYN Must have the following required procedure qualifications:
  - a. General gynecology
  - b. Colposcopy

#### PREFERRED QUALIFICATIONS for Physician Candidates (OPTIONAL):

- 1. OB Preferred Procedure Qualifications:
  - a. Complicated Pregnancy/Delivery
  - b. High Risk Pregnancy/Delivery
  - c. Twin Delivery
  - d. Breech Delivery
- 2. GYN Preferred Procedure Qualifications:
  - e. Diagnostic laparoscopy
  - f. Laparoscopic surgery
  - g. Bladder surgery
  - h. Urologic procedures
  - i. Posterior repairs

#### Payment for Services:

Vendor agrees that the facility will be charged a one (1) time fee for each permanently placed physician. This fee will include all cost related to search and placement of each position with a successful candidate.

In the event a placed candidate fails to remain employed with the facility within one (1) year of placement, vendor agrees to provide a successful replacement candidate for the facility within one hundred eighty (180) days or refund the original placement fee.

The Vendor shall submit invoices, in arrears, to the Facility at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Payment will be made in arrears, upon completion of candidate being placed as a permanent employee of the facility. State law forbids payment of invoices prior to receipt of goods or services.

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.

Unless specific provisions are stipulated elsewhere in this contract document, the terms, conditions and pricing set herein are firm for the life of the contract.

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.

## RFQ COST SHEET WEH12086

# BID COST SHEET

		*	Estimated	Estimated
			Quantity	Total Cost
Fee for each permanently pla	ced physician \$		2	\$
All bidders who meet the ma awarded a contract. How the upon: first, the Agency's cos physician(s) on the Agency's	Agency chooses t of overall servic	a specific v	endor for a sp	ecific time shall be based
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Vendor Name:	Date:			
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Signature				

## 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.

Date	. Title:
Bidd	er:Signed:
and	er penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate ages during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
autho the re deen	ubmission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and prizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid equired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information ned by the Tax Commissioner to be confidential.
requi agair or de	er understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the rements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty list such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency ducted from any unpaid balance on the contract or purchase order.
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.
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,
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,
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,
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,
	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,
T	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
1.	Application is made for 2.5% resident vendor preference for the reason checked:

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

RFQ No. WEH12086

# STATE OF WEST VIRGINIA Purchasing Division

## **PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: 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.

#### **DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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.

#### WITNESS THE FOLLOWING SIGNATURE

Vendor's Name:				
Authorized Signature:		_ Date:		
State of				
County of, to-wit:				
Taken, subscribed, and sworn to before me this d	ay of		, 20	
My Commission expires	, 20			
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