



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
 WEH12130

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 |
|--------------|---------------|----------|--------|---------------|
| 04/06/2012 | | | | |

BID OPENING DATE: 04/19/2012 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|---|------------|--------|
| ADDENDUM NO. 2 | | | | | | |
| 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.: WEH12130 | | | | | | |
| 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).



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
 WEH12130

PAGE
 2

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 |
|--------------|---------------|----------|--------|---------------|
| 04/06/2012 | | | | |

BID OPENING DATE: 04/19/2012 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| <p>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. 2</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE |
| TITLE | FERN | ADDRESS CHANGES TO BE NOTED ABOVE |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

WEH12130 Addendum 2

Welch Community Hospital

- Q.1. The RFQ statement regarding renewals is incomplete. Is this contract renewable for two (2) one year periods under the conditions of the original contract?
- A. 1. 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 this original contract and shall be limited to two (2) one (1) year renewals.**
- Q.2. The RFQ is missing language that we thought was required by State purchasing, this language includes reasons for cancellation, open market clause, bankruptcy, terms, price adjustments and preferred terms.
- A.2.a. 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.**
- A.2.b. 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).**
- A.2.c. Bankruptcy: In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.**
- A.2.d. Terms: 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.**
- A.2.e. Price Adjustments and Preferred Terms: Unless specific provision are stipulated elsewhere in this contract document by the State of West Virginia, its Agencies, or Political Subdivision, the terms, conditions and pricing set forth herein are firm for the life of the contract.**
- A.2.f. Quantities: Quantities listed in the requisition are approximations only, based on the estimates supplied by the state spending unit. It is understood and agreed that the contract shall cover the quantities actually needed during the term of the contract, whether more or less than the quantities shown.**
- Q.3. Can we receive the breakdown of the 2011 clinic volumes between the various clinics. We would like this information to review the actual number of clinic patients being seen in the RHCC.
- A.3. Internal Medicine 2,776, Pediatric Clinic 2,442, Walk-In Clinic 8,449**

Q.4.a. With this contract being for such a large amount will the State still use the Visa purchasing card program?

A.4.a. This is only a form of payment. The State can pay invoices of ANY amount with the P-Card. We just need the vendors to know that there is a possibility of P-Card payment and that it will be accepted. See the P-Card language below:

PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.

Q 4.b. If we will be paid by a Visa purchasing card can we transfer the cards amount into our bank account?

A.4.b. Vendor is responsible for the setup of how their credit card payments system would enter into their bank account.

Q.5.a. Purchasing usually gives us a template that outlines how they want our cost reported. We did not receive a cost proposal form with this RFQ. Is there a specific cost form that we need to use?

A.5.a. See Addendum 1 (cost sheet provided).

Q.5.b. If there is not a specific form required to outline our cost does State purchasing want detail cost reporting or simply a total cost?

A.5.b. See Addendum 1 (cost sheet provided).

Q5.c. Is there any need to give you informational information on the cost of the RHCC staffing?

A.5.c. See Addendum 1 (cost sheet provided).

Q.5.d. If we need to provide information on RHCC cost, should this be done as a total cost or per visit cost?

A.5.d. See Addendum 1 (cost sheet provided).