



Request for Quotation

State of West Virginia
Department of Health & Human Resources
Office of Purchasing
One Davis Square, Suite 100
Charleston, WV 25301

RFQ NUMBER
MED13006

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
DONNA D. SMITH 304-957-0218

V E N D O R	
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S H I P T O	BUREAU FOR MEDICAL SERVICES 350 CAPITOL STREET, ROOM 251 CHARLESTON, WV 25301-3706
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FUND

BID OPENING DATE: 6/21/2012 BID OPENING TIME: 1:30 PM

LINE	QUANTITY	UOP	CAT.NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				1. TO CLARIFY RESPONSES TO QUESTIONS #16 AND #17 IN ADDENDUM #1.		
				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 PROPOSAL.		
				REQUISITION NO.: MED13006		
				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 PROPOSAL.		

SEE REVERSE FOR TERMS AND CONDITIONS			
SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFP, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED "VENDOR"

**GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT**

- 1. ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
- 2. APPLICABLE LAW:** The laws of the State of West Virginia and the BMS Purchasing Manual shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 3. NON-FUNDING:** All services performed or goods delivered under BMS Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, 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, the Purchase Order/Contract becomes void and of no effect after June 30.
- 4. COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinance including, but not limited to, the prevailing wage rates of the WV Division of Labor.
- 5. MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
- 6. ASSIGNMENT:** Neither this Order or any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
- 7. WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the BUYER; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
- 8. CANCELLATION:** The director of the DHHR Office of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 9. SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in the Order.
- 10. LATE PAYMENTS:** Payment may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the **West Virginia Code**.
- 11. TAXES:** The State of West Virginia is exempt from the federal and state taxes and will not pay or reimburse such taxes.
- 12. RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon contract null and void, and terminate such contract without further order.
- 13. 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.
- 14. 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.
- 15. 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 in writing or the disclosure is made pursuant to the agency's policies, procedure, and rules.
- 16. LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirement 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 Insurance Commission, or any other state agency or political subdivision. Furthermore, 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.

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The Bureau for Medical Services (BMS) has been notified of concerns regarding the following two items that were addressed in Addendum #1 to RFP# MED13006.

Ref #	RFP Section	RFP Page	RFP Text	Question	BMS Response
16	3.2.1 Proposed West Virginia MMIS	051	The proposed MMIS can incorporate Commercial-Off-The-Shelf (COTS) products, COTS with modifications, “ground-up” design and development, transferred system from another state, transferred system with modifications, or any combination of these approaches. BMS does not desire any solution that requires it to be a “beta test site.”	Does the State's reference of not desiring to be a beta test site mean that the proposed system must be completely operational and in production for a State Medicaid client at the time of proposal submission?	All components of the Vendor's proposed system do not need to be completely operational and in production for another Medicaid client at the time of proposal submission. Simply stated, Vendors should not propose a system whose core components, major subsystems, and/or applications versions have not been in production previously. BMS reserves the right to determine when the MMIS is operational.
17	3.2.1 Proposed West Virginia MMIS	051	The proposed MMIS can incorporate Commercial-Off-The-Shelf (COTS) products, COTS with modifications, “ground-up” design and development, transferred system from another state, transferred system with modifications, or any combination of these approaches. BMS does not desire any solution that requires it to be a “beta test site.”	<p>In order to protect the State of West Virginia to meet mandated dates for a timely implementation and reduce risk from a vendor that could attempt to “low bid “ the cost proposal in order to win the business, we request clarification of a fully operational claims system to include the following:</p> <ul style="list-style-type: none"> • Fully processing and paying claims as a Medicaid fiscal agent at the time of proposal submission • Producing accurate reports at the time of proposal submission. 	Vendors should not propose a system whose core components, major subsystems, and/or applications versions have not been in production previously.

The BMS is hereby clarifying the above responses. These two items relate to Section 3.2.1 of RFP# MED13006. Section 3.2.1 falls under the Scope of Work therefore these items are not mandatory but rather are subject to technical scoring as identified in Section 1.10.4.4 *Evaluation Criteria*. The BMS is not requiring that every component of a vendor's proposed system have been in production in another state. The requirement is that the core/major components of a vendor's proposed system should have been in production previously. The BMS can't define what is core for each of the vendor's proposed systems because BMS does not know what each vendor will propose. However, core/major components would include but not be limited to:

1. Claims adjudication
2. Provider enrollment and contracting
3. Financial and Reporting
4. Member enrollment

The BMS is not requiring the components to be CMS Certified; only that each should have been in production previously. The BMS believes that components implemented in other states that have not yet been certified by CMS fall into the category of "in production."