

The State of West Virginia

Bureau for Medical Services



Request for Quotation MED13009

Actuarial Services

Receipt Location:

WV Department of Health and Human Resources
Office of Purchasing
One Davis Square, Suite 100
Charleston, WV 25301

WARNING: Prospective Offerors who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address so that amendments to the RFQ or other communications can be sent to them. A prospective Offeror who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

Quotations shall be addressed to:

WV Department of Health and Human Resources
Office of Purchasing
ATTN: Bryan Rosen, Director
One Davis Square, Suite 100
Charleston, WV 25301
Bryan.D.Rosen@wv.gov
Telephone (304) 558-0953 Fax (304) 558-2892



Rev. 03/15/12

REQUEST FOR QUOTATION (Agency Name and RFQ #)

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SECTION ONE: GENERAL INFORMATION

- 1.1 **Purpose:** The DHHR Office of Purchasing, hereinafter referred to as the "DHHR," is soliciting quotations pursuant to **West Virginia Code** §9-2-9b and the Medicaid Services Contracts Purchasing Methodology and Manual for the Bureau of Medical Services, hereinafter referred to as the "Bureau" or "BMS," to provide actuarial services to assist the State in determining the fiscal impact of expanding Medicaid eligibility to up to 138% of the Federal Poverty Level (FPL).
- 1.2 By signing and submitting its quotation, the successful Vendor agrees to be bound by all the terms contained in this RFQ.

A Request for Quotation (RFQ) is generally used for the procurement of services in situations where conformity to specifications and price are the sole determining factors. Through its quotation, the bidder defines how it intends to meet (or exceed) the RFQ requirements.

- 1.2.1 **Compliance with Laws and Regulations:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or municipal laws, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract shall be borne by the Vendor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

- 1.3 **Schedule of Events:**

Vendor's Written Questions Submission Deadline.....	09/21/2012
Mandatory Pre-bid Conference.....	Not Applicable
Addendum Issued	10/05/2012
Bid Opening Date	10/23/2012
Oral Presentation (<i>Bureau Option</i>)	Not Applicable



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- 1.4 **Mandatory Pre-bid Conference** (*Bureau Option*): BMS has the option of requiring any Vendor wishing to participate in the RFQ process attend a mandatory pre-bid conference. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this RFQ and a date and time would be specified below. A mandatory pre-bid will be conducted on the date listed below:

Date:

Time:

Location: 350 Capitol Street – Room 251

Telephone Number: (304) 558-1700

All interested Vendors are required to be represented at this meeting. **Failure to attend the mandatory pre-bid shall result in the disqualification of the bid.** No one person may represent more than one Vendor.

All potential Vendors are requested to arrive prior to the starting time for the pre-bid conference. Vendors who arrive late, but prior to the dismissal of the technical portions of the pre-bid conference will be permitted to sign in. Vendors who arrive after conclusion of the technical portion of the pre-bid, but during any subsequent part of the pre-bid will not be permitted to sign the attendance sheet.

An attendance sheet will be made available for all potential Vendors to complete. This will serve as the official document verifying attendance at the mandatory pre-bid. Failure to provide your company and representative name on the attendance sheet will result in the disqualification of your bid. The DHHR will not accept any other documentation to verify attendance. The Vendor is responsible for ensuring they have completed the information required on the attendance sheet. The DHHR and the Bureau will not assume any responsibility for a Vendor's failure to complete the pre-bid attendance sheet. In addition, all potential Vendors are asked to include their e-mail address and fax number.

- 1.5 **Inquiries:** Inquiries regarding specifications of this RFQ must be submitted in writing to the DHHR Buyer with the exception of questions regarding the quotation submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.3. All inquiries of specification clarification must be addressed to:

WV Department of Health and Human Resources

Office of Purchasing

ATTN: Bryan Rosen, Director

One Davis Square, Suite 100

Charleston, WV 25301

Bryan.D.Rosen@wv.gov

Telephone (304) 558-0953 Fax (304) 558-2892

No contact between the Vendor and the Bureau is permitted without the express written consent of the DHHR Buyer. Violation may result in rejection of the bid. The DHHR Buyer named above is the sole contact for any and all inquiries after this RFQ has been released.

- 1.6 **Verbal Communication:** Any verbal communication between the Vendor and any DHHR personnel is **not** binding, including that made at the mandatory pre-bid conference. Only



information issued in writing and added to the RFQ specifications by an official written addendum by the DHHR Office of Purchasing is binding.

- 1.7 **Addenda:** If it becomes necessary to revise any part of this RFQ, an official written addendum will be issued by the DHHR Office of Purchasing.

SECTION TWO: PROJECT SPECIFICATIONS

- 2.1 **Location:** Bureau is located at 350 Capitol Street – Room 251, Charleston, WV 25301.

- 2.2 **Background and Current Operating Environment:** Based on the Supreme Court ruling and in conjunction with Section 2001(a)(1) of The Patient Protection and Affordable Care Act (PPACA) provisions, States are provided an option to expand Medicaid coverage to previously ineligible populations under the Social Security Act. Those provisions are found at: <http://www.gpo.gov/fdsys/pkg/PLAW-111publ148/html/PLAW-111publ148.htm>. Summarized, those key provisions of the legislation enable States to expand their Medicaid programs to include:

- ❖ Childless adults, under age 65 who are not enrolled in Medicare Part A or Part B; and are not described in a previous sub clause of the Social Security Act such as Medicare (Title XVIII), Medicaid (Title XIX) or State Children's Health Insurance Program (CHIP, Title XXI); and
- ❖ Establishes a minimum income eligibility level at 138 percent of the federal poverty level (FPL) for the new eligibility category: (1) childless adults, under the age of 65 who are not enrolled in Medicare Part A or Part B; and are not described in a previous sub clause of the Social Security Act.

Under the PPACA provisions, the federal government will finance the spending for those individuals made newly eligible for Medicaid at the following rates: 100 percent federal funding in 2014 through 2016; 95 percent federal financing in 2017; 94 percent federal financing in 2018; 93 percent federal financing in 2019 and 90 percent federal financing for 2020 and subsequent years.

As with many States, fiscal considerations are critical in deciding whether to expand the Medicaid program. The Medicaid program provided healthcare benefits to approximately 415,000 West Virginians at a cost of \$2.7B during SFY 2012. Budget projections predict significant shortfalls in meeting financial obligations for future years including those periods in which the State will consider expanding program eligibility. While the State has prepared initial estimates of expansion costs, further refinement and revisions are required to enable a full review of all factors that will influence the State's decision to expand. The full review will be supplemented by information obtained from actuarial services as described in this RFQ.

- 2.3 **Qualifications and Experience:** Vendors will provide in **Attachment A: Vendor Response Sheet** information regarding their firm, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.



2.4 Mandatory Requirements

The following mandatory requirements must be met by the Vendor as a part of the submitted quotation. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the quotation. The terms “must”, “will”, “shall”, “minimum”, “maximum”, or “is/are required” identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the Bureau.

- 2.4.1 Must comply with the requirements listed in Attachment D.
- 2.4.2 Must perform actuarial analysis and valuation of State expansion costs to include individuals aged 19 – 64, whose income is at 138 percent of the federal poverty level (FPL), and meets all other federal requirements in Section 2001(a)(1) of The Patient Protection and Affordable Care Act (PPACA) for inclusion in the eligibility category. Expansion estimates are required for each State Fiscal Year 2014 – 2020 with delineation of federal and state share indicated for each fiscal year.
- 2.4.3 Must perform actuarial analysis and valuation of State expansion costs at varying levels of FPL, not to exceed three (3) additional scenarios at State's option. An example of this requirement would be to establish a cost to the State if permitted to expand to 50% of FPL, 75% of FPL or to 100% of FPL.
- 2.4.4 Must provide a written report, including the cost projections for each fiscal year as established in mandatory requirement 2.4.2 and 2.4.3 above, that fully describes actuarial assumptions used in the development of valuation including supporting source documents and analysis used to establish eligibility and participation rates, benefit costs considering benefit design consistent with Essential Health benefits, fiscal impact of “woodwork effect” and crowd out assumptions used in the development of State expansion costs. The written report issued to the State will be due six (6) months from the award of the contract.
- 2.4.5 Must perform actuarial analysis and valuation of the cost or savings to the State associated with children transitioning from the Childrens Health Insurance Program (CHIP) benefit coverage to Medicaid as a result of expanding Medicaid eligibility to 138% of FPL for each State Fiscal Year 2014 - 2020.
- 2.4.6 Must provide a written report, including the cost projections for each fiscal year as established in mandatory requirement 2.4.5, that fully describes actuarial assumptions used to establish a cost of net savings to the State. The written report issued to the State is due six (6) months from the award of the contract.
- 2.4.7 Must provide actuarial analysis and evaluation of additional administrative burden required to expand Medicaid program eligibility to 138% of FPL. This analysis would include, but not be limited to, a staffing assessment of the Department of Health and Human Resources (DHHR) and evaluation of contract costs including recommendations for additional services that may be required to support program expansion.



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- 2.4.8 Must provide a written report that fully discloses all assumptions used in the evaluation of administrative costs. The written report issued to the State is due six (6) months from the award of the contract.
- 2.4.9 Must provide assistance to DHHR in responding to various information requests from the Governor or Legislative leadership. Assistance may include, but not be limited to, development of written correspondence, preparation of presentation materials, attending meetings, or addressing Legislative committees as requested.
- 2.4.10 Must agree to revise all estimates based on future release or revision of Federal or State guidance that affects vendors assumptions of expansion cost that occur within the contract period.
- 2.4.11 Must provide recommendations to the State regarding future sustainability of expansion costs. A report of recommendations is due with the delivery of the expansion estimates as provided in mandatory requirement 2.4.4.
- 2.4.12 One or more members assigned to this contract must be a Fellow of the Society of Actuaries (FSA) and/or a Member of the American Academy of Actuaries (MAAA).
- 2.4.13 All Members assigned to this contract must have at least five (5) years of experience with pricing major medical health insurance products.
- 2.4.14 Must perform actuarial analysis and valuation of the cost or savings to the State associated with the uncompensated care as a result of the expansion. These estimates shall be included in the written report as described in mandatory requirement 2.4.4.
- 2.5 **Oral Presentations (Bureau Option):** BMS has the option of requiring oral presentations of all Vendors participating in the RFQ process. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this RFQ. During oral presentations, Vendors may not alter or add to their submitted quotation, but only clarify information. A description of the materials and information to be presented is provided below:
 - 2.5.1 Materials and Information Required at Oral Presentation: Not Applicable

SECTION THREE: VENDOR QUOTATION

- 3.1 **Economy of Preparation:** Quotations should be prepared simply and economically providing a straightforward, concise description of the Vendor's abilities to satisfy the requirements of the RFQ. Emphasis should be placed on completeness and clarity of the content.
- 3.2 **Incurring Cost:** Neither the DHHR nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFQ, including but not limited to preparation, delivery, or travel.
- 3.3 **Quotation Format:** Vendors should provide responses in the format listed below:



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- Title Page:** State the RFQ subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.
- Table of Contents:** Clearly identify the material by section and page number.
- Attachment A:** Within the attached response sheet (**Attachment A: Vendor Response Sheet**), provide the following: firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.
- Also, describe the approach and methodology proposed for this project.
- Attachment B:** Complete **Attachment B: Mandatory Requirements Checklist**. By signing and dating this attachment, the Vendor acknowledges that they meet or exceed each of these specifications as outlined in 2.4 of Section Two: Mandatory Requirements. The DHHR reserves the right to require documentation detailing how each is met at its discretion.
- Attachment C:** Complete **Attachment C: Cost Sheet** included in this RFQ. Cost should be clearly marked.
- Oral Presentations:** If established by the Bureau in the Schedule of Events (Section 1.3), all Vendors participating in this RFQ will be required to provide an oral presentation, based on the criteria set in Section 2.5. During oral presentations, Vendors may not alter or add to their submitted quotation, but only to clarify information.

3.4 **Quotation Submission:** All quotations must be submitted to the DHHR Office of Purchasing **prior** to the date and time stipulated in the RFQ as the opening date. All bids will be dated and time stamped to verify official time and date of receipt.

3.4.1 Vendors should allow sufficient time for delivery. In accordance with the **Medicaid Services Contracts Purchasing Methodology and Manual**, the DHHR Office of Purchasing shall not waive or excuse late receipt of a quotation, which is delayed or late for any reason. Any quotation received after the bid opening date and time shall be immediately disqualified in accordance. The quotation will be stamped as "Bid Received Late," maintained with the official file and posted online upon receipt with the other quotations.

Vendors responding to this RFQ shall submit:

One original quotation plus six (6) convenience copies, including one copy on cd to:

WV Department of Health and Human Resources
Office of Purchasing
ATTN: Bryan Rosen, Director



West Virginia Department of Health and Human Resources

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One Davis Square, Suite 100

Charleston, WV 25301

Bryan.D.Rosen@wv.gov

Telephone (304) 558-0953 Fax (304) 558-2892

The outside of the envelope or package(s) for both the technical and the cost should be clearly marked:

Vendor: _____
Buyer: _____
Req #: _____
Opening Date: _____
Opening Time: 1:30 p.m.

- 3.5 **Purchasing Affidavit:** In accordance with Medicaid Services Contracts Purchasing Methodology and Manual, all bidders submit an affidavit regarding any debt owed to the State of West Virginia. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the quotation.
http://www.dhhr.wv.gov/bms/ProcurementNotices/Documents/RFPs/MED_PURCHASING_AFFIDAVIT.pdf
- 3.6 **Resident Vendor Preference:** In accordance with Medicaid Services Contracts Purchasing Methodology and Manual, Vendors may make application for Resident Vendor Preference. Said application must be made on the attached Resident Vendor Certification form at the time of quotation submission.
http://www.dhhr.wv.gov/bms/ProcurementNotices/Documents/RFPs/MS_Venpref.pdf
- 3.7 **Bid Opening:** The DHHR Office of Purchasing will open and announce the quotations received prior to the date and time specified in the Request for Quotation. A quotation may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder's failing to meet a mandatory requirement of the contract. Certain information, such as reasons for disqualification, will not be available until after the contract award

SECTION FOUR: EVALUATION AND AWARD

- 4.1 **Evaluation Process:** Quotations will be evaluated by a committee of three (3) or more individuals. The Vendor who demonstrates that they meet all of the mandatory specifications required at the lowest cost; shall be awarded the contract. The selection of the successful Vendor will be made by a consensus of the evaluation committee.
- 4.2 **Independent Price Determination:** A quotation will not be considered for award if the price in the quotation was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to prices with any competitor unless the quotation is submitted as a joint venture.
- 4.3 **Rejection of Quotations:** The DHHR reserves the right to accept or reject any or all quotations, in part or in whole at its discretion. The DHHR further reserves the right to withdraw this RFQ at any time and for any reason. Submission of or receipt of quotations by the DHHR confers no rights upon the bidder nor obligates the DHHR in any manner.



- 4.4 **Vendor Registration:** Vendors participating in this process should complete and file a Vendor Registration and Disclosure Statement (Form WV-1) and remit the registration fee. Vendor is not required to be a registered Vendor in order to submit a quotation, but the **successful bidder must** register and pay the fee prior to the award of an actual purchase order or contract.

SECTION FIVE: CONTRACT TERMS AND CONDITIONS

- 5.1 **Contract Provisions:** The RFQ and the Vendor's response will be incorporated into the contract by reference. The order of precedence shall be the contract, the RFQ and any addendum, and the vendor's quotation in response to the RFQ.
- 5.2 **Public Record:** All documents submitted to the DHHR Office of Purchasing related to purchase orders or contracts are considered public records. All bids, quotations, or offers submitted by Vendors shall become public information and are available for inspection during normal official business hours in the DHHR Office of Purchasing after the bid opening. Certain information, such as reasons for disqualification, will not be available until after the contract award.
- 5.2.1 **Risk of Disclosure:** The only exemptions to disclosure of information are listed in **West Virginia Code §29B-1-4**. Any information considered a trade secret must be separated from the Vendor submission and clearly labeled as such. Primarily, only trade secrets, as submitted by a bidder, are exempt from public disclosure. The submission of any information to the DHHR by a Vendor puts the risk of disclosure on the Vendor. The DHHR does not guarantee non-disclosure of any information to the public.
- 5.2.2 **Written Release of Information:** All public information may be released with or without a Freedom of Information request; however, only a written request will be acted upon with duplication fees paid in advance. Duplication fees shall apply to all requests for copies of any document. The fees are determined in accordance with DHHR Policy 2510.
- 5.3 **Conflict of Interest:** Vendor affirms that neither it nor its representatives have any interest nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Bureau.
- 5.4 **Vendor Relationship:** The relationship of the Vendor to the DHHR shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this RFQ and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the DHHR for any purpose whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations,



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licensing fees, *et cetera* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless the DHHR, and shall provide the DHHR and BMS with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

The Vendor shall not assign, convey, transfer, or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association, or entity without expressed written consent of the Bureau.

5.4.1 Subcontracts/Joint Ventures: The Vendor may, with the prior written consent of the DHHR, enter into subcontracts for performance of work under this contract.

5.4.2 Indemnification: The Vendor agrees to indemnify, defend, and hold harmless the DHHR and the Bureau, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage laws.

5.4.3 Governing Law: This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations as provided by Federal, State, and local governments.

5.5. **Term of Contract and Renewals**: This contract will be effective upon award and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one-year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period, Vendor may terminate the contract for any reason upon giving the Bureau ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue providing services pursuant to the terms of the contract.

5.6. **Non-Appropriation of Funds**: If funds are not appropriated for the Bureau in any succeeding fiscal year for the continued use of the services covered by this contract, the DHHR may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The DHHR shall give the Vendor written notice of such non-appropriation of funds as soon as possible after the Bureau receives notice. No penalty shall accrue to the Bureau in the event this provision is exercised.

5.7. **Changes**: If changes to the contract become necessary, a formal contract change order will be negotiated by the DHHR, the Bureau and the Vendor.



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As soon as possible, but not to surpass thirty (30) days after receipt of a written change request from the Bureau, the Vendor shall determine if there is an impact on price with the change requested and provide the Bureau a written Statement identifying any price impact on the contract. The Vendor shall provide a description of any price change associated with the implementation.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER FROM THE DHHR OFFICE of PURCHASING.

- 5.8 **Price Quotations:** The price(s) quoted in the Vendor's quotation will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided in the original specifications.
- 5.9 **Invoices and Progress Payments:** The Vendor shall submit invoices, in arrears, to the Bureau at the address on the face of the purchase order labeled "Invoice To." Progress payments may be made at the option of the Bureau on the basis of percentage of work completed if so defined in the final contract.
- 5.10 **Liquidated Damages:** Vendor agrees that liquidated damages shall be imposed at the rate of \$1,000.00 per day for failure to provide (deliverables, meet milestones identified to keep the project on target, or failure to meet specified deadlines). This clause shall in no way be considered exclusive and shall not limit the DHHR or Bureau's right to pursue any other additional remedy which the DHHR or Bureau may have legal cause for action.
- 5.11 **Contract Termination:** The DHHR may terminate any contract resulting from this RFQ immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFQ and resulting contract. The DHHR shall provide the Vendor with advance notice of performance conditions which may endanger the contract's continuation. If after such notice the Vendor fails to remedy the conditions within the established timeframe, the DHHR shall order the Vendor to cease and desist any and all work immediately. The DHHR shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may be terminated by the DHHR with thirty (30) days prior notice.

5.12 **Special Terms and Conditions:**

- 5.12.1 Bid and Performance Bonds: Not Applicable
- 5.12.2 Insurance Requirements: *(Provide liability insurance requirements. Insurance certificates are required prior to award, but are not required at the time of bid).*
- Public liability: Minimum of \$500,000.00 per person, and \$1,000,000.00 per occurrence.
 - Property damage: Minimum of \$1,000,000.00 per occurrence.
 - Professional liability (medical, advertising, *et cetera*): Minimum of \$1,000,000.00 per occurrence.
- 5.12.3 License Requirement: Workers' Compensation, Contractor's License, etc. *(List any specific licenses, or other special license requirements for your project, et cetera.)*



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- 5.12.4 **Protest Bond:** Any bidder that files a protest of an award shall at the time of filing the protest submit a protest bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater.

The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to the purpose of harassing, causing unnecessary delay, or needless expense for the Bureau. All protest bonds shall be made payable to the DHHR Office of Purchasing and shall be signed by the protester and the surety. In lieu of a bond, the protester may submit a cashier's check or bank money order payable to the DHHR Office of Purchasing. The money will be held in trust in the State Treasurer's office.

If it is determined that the protest has not been filed for frivolous or improper purpose, the bond shall be returned in its entirety.

- 5.13 **Record Retention (Access and Confidentiality):** Vendor shall comply with all applicable Federal and State rules, regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by the Vendor. The Vendor shall maintain such records a minimum of five (5) years and make such records available to Bureau personnel at the Vendor's location during normal business hours upon written request by the Bureau within ten (10) days after receipt of the request.

Vendor shall have access to private and confidential data maintained by the Bureau to the extent required for the Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the DHHR and the Bureau against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors, or individuals permitted access by the Vendor.

- 5.14 **HIPAA Compliance:** BMS contracts require that Vendors agree to become a business associate of BMS, and therefore the Vendor must have policies and procedures in place consistent with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards for privacy and security of protected health information (45 CFR Parts 160 and 164) and any other applicable Federal and/or State law relating to privacy or security of information. The West Virginia Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is hereby made part of the solicitation.
http://www.dhhr.wv.gov/bms/ProcurementNotices/Documents/HIPAA%20BAA_20100802.pdf



Attachment A: Vendor Response Sheet

Provide a response regarding the following: firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.



Attachment B: Mandatory Specification Checklist

List mandatory specifications contained in Section 2.4:

Section 2.4.1:

Vendor Response:

Section 2.4.2:

Vendor Response:

Section 2.4.3:

Vendor Response:

Section 2.4.4:

Vendor Response:

Section 2.4.5:

Vendor Response:

Section 2.4.6:

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Section 2.4.7:

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Section 2.4.8:

Vendor Response:



Section 2.4.9:

Vendor Response:

Section 2.4.10:

Vendor Response:

Section 2.4.11:

Vendor Response:

Section 2.4.12:

Vendor Response:

Section 2.4.13:

Vendor Response:

Section 2.4.14:

Vendor Response:

I certify that the quotation submitted meets or exceeds all the mandatory specifications of this Request for Quotation. Additionally, I agree to provide any additional documentation deemed necessary by the State of West Virginia to demonstrate compliance with said mandatory specifications.

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)



Attachment C: Cost Sheet

Cost information below as detailed in the Request for Quotation. Cost should be clearly marked.

	Year 1	Year 2 (Optional Renewal)	Year 3 (Optional Renewal)
\$_____ (All inclusive hourly rate) x 100 hours (estimated)			
\$_____ (All inclusive hourly rate) x 100 hours (estimated)			
\$_____ (All inclusive hourly rate) x 100 hours (estimated)			
Total Annual Costs	\$ (A)	\$ (B)	\$ (C)
Total Not to Exceed Cost (A+B+C)			\$

1. The Vendors all-inclusive hourly rate will include all general and administrative staffing (secretarial, clerical, etc.), travel, supplies and other resource costs necessary to perform all services within the scope of this procurement.
2. Estimated hours are to be used for evaluation purposes only.
3. The cost bid will be evaluated on the Total Not to Exceed Cost for the three (3) year period.
4. Vendor will be permitted to invoice in arrears monthly for actual hours worked.

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

If applicable, sign and submit the attached Resident Vendor Preference Certificate with the quotation.



Attachment D: Special Terms and Conditions

If a Vendor's quotation includes proprietary language and/or personally identifiable information (PII) of Vendor employees or subcontractors within the technical quotation, an electronic copy omitting any proprietary language and/or PII, shall be submitted for publishing to the DHHR and BMS web-sites.

Vendor agrees that BMS retains ownership of all data, procedures, programs, work papers, and all materials developed and/or gathered under the contract with BMS.

I certify that I have read and acknowledge the additional contract provisions contained in Attachment D and that the quotation meets or exceeds all additional requirements as listed.

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)