



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
MED12002

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: 10/27/2011 BID OPENING TIME: 1:30 PM

LINE	QUANTITY	UOP	CAT.NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				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 PROPOSAL.		
				REQUISITION NO.: MED12002		
				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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CHARLESTON, WV 25301-3706

DATE PRINTED

TERMS OF SALE

SHIP VIA

F.O.B.

FUND

BID OPENING DATE: OCTOBER 27, 2011

BID OPENING TIME: 1:30 PM

LINE	QUANTITY	UOP	CAT.NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.</p>						
				SIGNATURE		
				COMPANY		
				DATE		
END OF ADDENDUM NO. 1						
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SIGNATURE				TELEPHONE		DATE
TITLE			FEIN		ADDRESS CHANGES TO BE NOTED ABOVE	

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1. Per the Quotation Format on page 6 of the RFQ, Vendors are only to submit the Title Page, Table of Contents, Attachment A, and Attachment B as the response. Are vendors to include any response to the specifications in section 2.3 Mandatory Requirements?	Yes, the respondent must address each mandatory line item request at the line item level.
2. Section 3, Vendor Quotation, Page 6, Are vendors to provide only the information requested in 3.1-3.3 of the RFP?	If a Vendor is eligible for Resident Vendor Preference (3.6), this form must be submitted with the Quotation. Submission of the Purchasing Affidavit (3.5) is preferred, but not required, with the submission of the Quotation.
3. Mandatory Requirements, Page 3, Are vendors required to provide responses to each mandatory requirement of Section 2.3?	Yes, the respondent must address each mandatory line item request at the line item level.
4. 1.1, Purpose, Does the state wish to receive clinical data regarding laboratory and hospital visits that would be received from an HL7 capable solution, either from a hospital directly or from a connection to the State's HIE?	No.
5. 1.1, Purpose, Does the state wish to implement clinical rules to monitor and alert physicians and other users on missed clinical opportunities (HEDIS) or highlight patient chronic conditions?	No.
6. 1.1, Purpose, Is the state looking for a vendor to support, maintain and enhance the current WVeScript software, or are they looking to replace it with an equivalent solution?	The State is looking for a vendor to support, maintain and enhance the current WVeScript software.
7. 1.1, Purpose, Must the WVeScript solution display formulary information back to the provider at the point of care?	Yes.
8. 2.3.2.5, Mandatory Requirements, Do smart forms need	The forms currently being used have been created in



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to be created in a tool called LiveCycle?	<p>LiveCycle.</p> <p>If the vendor is unable to support LiveCycle, forms will need to be created and furnished at no expense to the State.</p> <p>The State requires that any web portal solution be able to support utilization of smart forms.</p>
9. 2.3.2.5, Mandatory Requirements, Will these PA's be used in the Medical/Dental and Pharmacy areas?	<p>The PA's are only used for pharmacy requests.</p>
10. 2.3.2.4, System Requirements, Would the state be willing to accept a security solution that does not use a PIN number, but instead uses role based security to limit e-prescribing access to only qualified physicians and clinicians who are legally capable of e-prescribing? Does the state have any allowances for physicians who wish their staff to execute verbal orders on their behalf? Is the state looking for a partial e-prescribing capability that allows nursing staff and administrative staff to write out verbal orders within the prescribing solution, but not execute them unless approved via login by a physician?	<p>Yes, the State would be willing to accept a security solution that does not use a PIN number, but uses role based security to limit e-prescribing access.</p> <p>We do not wish to make allowances at this time for physicians who wish to their staff to execute verbal orders on their behalf.</p> <p>The State is not looking for partial e-prescribing capability.</p>
11. 2.3.2.5, System Requirements, Must the vendor solution utilize LiveCycle forms or can it create/leverage forms with the same capabilities to transmit data to the PA provider help desk?	<p>No, but the forms must have the same appearance as the current LiveCycle forms in use and have all of the same functionality, including expanding text fields.</p> <p>If the vendor is unable to support LiveCycle, forms will need to be created and furnished at no expense to the State.</p>
12. 2.3.2.5, System Requirements, What is the technical	<p>The forms are sent electronically to the Rational Drug</p>



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<p>mechanism of sending data from the prior authorization forms to the PA Vendor? Do the forms also require document upload to support the PA form? Is there a standard format for transporting the data to the PA vendor? Are medical PAs requested through the web site in addition to pharmacy-related PAs?</p>	<p>Therapy's electronic fax system.</p> <p>Yes, if clinical information is submitted, then it is to be uploaded as an attachment to the form.</p> <p>It is transmitted electronically through a secure connection with the Rational Drug Therapy Program.</p> <p>Only pharmacy PA's are requested through this website.</p>
<p>13. 2.3.1.6.2, System Requirements, Must the vendor use First Data Bank drug-drug intervention rules or is another similar data source acceptable?</p>	<p>Yes, First Data Bank prospective drug utilization review editing is required for WVeScript, no other source is acceptable.</p>
<p>14. Five - Contract Terms and Conditions/ 5.1 Contract Provisions, 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. "Will the contract include any additional terms and conditions that are not included in the RFQ? If so, will the State please provide those additional terms and conditions? Is it the intent of BMS to negotiate the final contract terms and conditions with the successful Vendors? "</p>	<p>No, there are no other terms and conditions that are not included in the RFQ.</p> <p>It is not the intent of BMS to negotiate final contract terms and conditions with the successful vendor.</p>
<p>15. Five - Contract Terms and Conditions/ 5.2.1 Risk of Disclosure, 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</p>	<p>No, BMS cannot confirm that information labeled as trade secret will not be released.</p> <p>In the event of a FOIA request for such information BMS will take appropriate steps to notify you of this request so</p>



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<p>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 Bureau by a Vendor puts the risk of disclosure on the Vendor. The Bureau does not guarantee non-disclosure of any information to the public. "This requirement states that "The submission of any information to the Bureau by a Vendor puts the risk of disclosure on the Vendor. The Bureau does not guarantee non-disclosure of any information to the public." Will BMS please confirm that Vendor information that is separated from the non-trade secret information and clearly labeled as trade secret will not be released by the State/BMS?"</p>	<p>that you have an opportunity to obtain the appropriate court order to prevent the release of such information.</p> <p>However, per West Virginia State Code §29B-1-4 (2) In any suit filed under subsection one of this section, the court has jurisdiction to enjoin the custodian or public body from withholding records and to order the production of any records improperly withheld from the person seeking disclosure. The court shall determine the matter de novo and the burden is on the public body to sustain its action. The court, on its own motion, may view the documents in controversy in camera before reaching a decision.</p> <p>Any custodian of any public records of the public body found to be in noncompliance with the order of the court to produce the documents or disclose the information sought, may be punished as being in contempt of court.</p>
<p>16. 5.10, Contract Terms and Conditions, Will liquidated damages be reviewed for situations that caused the deadlines or milestones not being met?</p>	<p>BMS will thoroughly investigate the cause of any situations that warrant the imposition of liquidated damages.</p>
<p>17. Attachment B: Special Terms and Conditions, The Vendor must agree that BMS retains ownership of all data, procedures, programs, work papers and all materials gathered or developed under the contract with West Virginia. Please confirm that BMS' ownership rights do not include Vendor or third party proprietary and trade secret data, procedures, programs, work papers, material, source code, software or products.</p>	<p>This provision, which speaks for itself, applies only to the contract with West Virginia.</p>
<p>18. Is this product intended to need connectivity and to</p>	<p>No.</p>



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share information with the WVHIN and the state proposed Health Insurance Exchange?	
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