



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  
 BHS12005

PAGE  
 1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

Dolbey and Company  
 7164 Beechmont Ave  
 Cincinnati, OH 45230

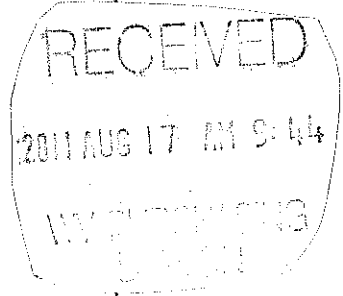
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HEALTH AND HUMAN RESOURCES  
 BBH/HF  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/05/2011				
BID OPENING DATE: 08/18/2011		BID OPENING TIME 01:30PM		

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 BID. EXHIBIT 10  REQUISITION NO.: BHS12005  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 <i>mdk received</i> 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 REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michele Lopez</i>	TELEPHONE 800-756-7828 X102	DATE 8/12/11
TITLE Account Manager	FEIN 31-0600843	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.htm](http://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.
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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ROBERTA WAGNER 304-558-0067

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 Dolbey and Company  
 7164 Beechmont Ave  
 Cincinnati, OH 45230

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<p>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 style="text-align: center;"> <i>Michelle Lepore</i>            SIGNATURE  <i>Dolbey &amp; Company</i>            COMPANY            8/12/11            DATE         </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">END OF ADDENDUM NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michelle Lepore</i>	TELEPHONE 800-756-7828 X102	DATE 8/12/11
TITLE <i>Account manager</i>	FEIN 31-0600843	ADDRESS CHANGES TO BE NOTED ABOVE

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<b>RFQ BHS12005 Questions from Vendors – 4 pages</b>
--

#	QUESTION	ANSWER
1	In regard to the pre-conference meeting on August 2, 2011 at 11:00, is it possible to attend via conference call?	No, you must be present.
2	Please confirm that you are looking for a dictation capture system and a transcription word processing distribution system.	We are looking for a system that will accept dictation and allow the hospital staff to transcribe the dictation through a work processing system.
3	What is the current port configuration of the current dictation system?	Bateman does not have a dictation system. Sharpe uses 12 ports in their system.
4	How many lines of transcription are produced annually via the two facilities?	Mildred Mitchell-Bateman Hospital      780,000 William R. Sharpe, Jr. Hospital      480,000
5	How many dictation users are you looking to deploy backend speech recognition for initially?	This RFQ does not require backend speech recognition initially, but vendor must be able to add speech recognition to the system should the hospitals desire to add this function at some future date.
6	Can you provide specifications for the ADT and upload interface?	The information for an interface from a vendor's system to our state vendor, should be obtained from Keane, a NTT Data Company, located at 100 City Square, Boston, MA 02129; phone 1-800-745-3263 or email at <a href="mailto:info@keane.com">info@keane.com</a> . The cost of the interface must be included in the bid price.
7	I understand pages 1-9 cannot be provided in a word format. Could you provide pg's 10 – 21 in a word format if possible.	No, we can not.
8	Do you want a monitor quoted for server, should it be rackmountable or tower?	Vendor must provide tower or rack mountable server with all accessories, i.e., monitor, mouse, keyboard, UPS and backup system, etc. needed for the system.
9	Are you open to virtualization of server/s?	Yes, we are open to using one physical server for both hospitals.
10	In regard to question 4 A. The vendor's system must be a digital recording system that can service thirty (30) system users at the same time. Please confirm that the 8 transcriptionists are included in the 30 number. Also how many of the 8 transcriptionists work concurrently (at the same time). Please confirm that you are looking for the dictation portion of the system to allow 22 dictators simultaneous connection. If so, 22 dictation ports would be required.	The eight (8) transcriptionist ARE included in the thirty (30) system users. All eight (8) of the transcriptionist can be working at the same time. System must provide capability of 22 dictators simultaneously connected.

#	QUESTION	ANSWER
11	How long do you need to maintain storage of dictations for? 30 days? 60 days or other?	30 days at both hospitals.
12	How many system administrators would you have?	Two, one at Sharpe and one at Bateman.
13	How many concurrent phone-in lines do you need?	Twenty two (22).
14	Are your phone lines Analog or digital? If T1 lines what type are they? CAS?	Our telephone lines are analog. Our Network uses T2 lines..
15	Do you require the need for electronic signature?	No.
16	What program do you currently utilize to type in and what version is it?	We currently use Microsoft Office Word 2007 but are now transitioning to M.O. Word 2010.
17	Do you currently utilize templates? If so how many are you using?	Word templates are used. Approximately 10-12 per hospital.
18	Once the documents are transcribed how are they to be delivered? Into the CPRS system? If yes, where can we get the specifications for the HL7 document uploads?	They will be uploaded into the Vista system supported by Keane. For specifications on the upload, see the answer to Question 6 above..
19	What are your needs for support? Onsite or remote?	Onsite within two (2) hours response, Monday through Friday from 8 a.m. till 5 p.m. with remote capabilities for same time frame.
20	For support would remote access be granted such as a vpn tunnel?	Yes.
21	Are all transcriptionists' pcs Windows 7 enterprise?	Yes.
22	What is the total number of lines being transcribe each year within each hospital?	See the answer to question 4 above.
23	What is the total number of voice jobs per day per facility?	Approximately 40 a day per hospital.
24	What is the average length of a typical voice job dictation?	15 minutes (3 –30 minute range)
25	Relative to the voice ports, will the interface to your phone switch be a T1 connection or an analog connection?	Vendor must be able to connect to Analog or Digital phone systems. We currently use mostly analog phones.

#	QUESTION	ANSWER
26	On page 1 section 3, item B, since all data will be transfer via your LAN, is it necessary to encrypt MS Word document if the Vendors software already stores in a SQL Blob space? With encryption, this will slow down the overall workflow?	No.
27	On page 11, section 3; item G, would you please define "routing of completed dictations"? Are you referring to routing the voice job (dictation) to a specific transcriptionist for completion and/or routing the completed report via automatic Faxing, printing, email, etc.	Routing of a voice job to a specific transcriptionist.
28	On page 12, section 5, item C, sub-item e, please define Access workstations?	Means the ability to dictate from ANY workstation (phone).
29	On page 12, section 5, item C, sub-item h, please define Message auto-play?	System must allow the dictator the ability to replay their message dictated before they sign off.
30	On page 12, section 5, item C, sub-item j, is this a mandatory requirement for as this is older technology which allows for audio clipping and thus the possibility of missing intended dictated words?	Disregard as a mandatory requirement.
31	On page 12, section 5, item C, sub-item p, please define Listener Messaging?	Disregard as a mandatory requirement.
32	On page 13, section 6, item B, sub-item g, please define Intercom reception?	Disregard as a mandatory requirement.
33	On page 13, section 6, item B, sub-item h, please define Transcription messaging?	Disregard as a mandatory requirement.
34	On page 13, section 6, item F, please define voice terminal for as this is older technology being mentioned?	Voice terminal is a telephone.
35	On page 13, section 6, item H, please define voice terminal for as this is older technology being mentioned?	Voice terminal is a telephone.

#	QUESTION	ANSWER
36	On page 14, section 8, item A, is the Vista the only system we will need to have a HL-7 interface with?	Yes.
37	On page 14, section 8, item D, please define voice recognition for the patient's name and identifying information in order to interface with VISTA? We are not aware of any systems that support voice recognition in a HL-7 message?	Disregard as a mandatory requirement.
38	On page 15, section 9, are you requesting these servers to be Tower or Rack mounted systems. If rack mounted, do we include the racks? Also do we include the KVM switches, keyboards, mouse, monitors, tape backup and UPS backup devices?	See the answer to question 8 above.
39	On page 15, section 10, item D, what type of maintenance/support contract are you requiring relative to time of day for onsite and/or remote diagnostics support?	See the answer to question 19 above.



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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB	961-72	<p>*****            MAND. PRE-BID MEETING ON 8/2/2011 AT 11:00 AM IN CONF.            ROOM # 354 OF BHHR, AT 350 CAPITOL STREET, CHARLESTON,            WV 25301-3702            *****</p> <p>SOFTWARE COST, INCLUDING LICENSES FOR DICTATION/             TO PROVIDE DICTATION/TRANSCRIPTION EQUIPMENT FOR            MILDRED MITCHEL-BATEMAN HOSPITAL AND WILLIAM R. SHARPE,            JR. HOSPITAL, WITHIN THE DEPARTMENT OF HEALTH AND            HUMAN RESOURCES, BUREAU FOR BEHAVIORAL HEALTH AND            HEALTH FACILITIES, PER THE ATTACHED SPECIFICATIONS.             EXHIBIT 3             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. DURING THIS "REASONABLE            TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY            REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS            WRITTEN NOTICE.</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Michele Lepore* TELEPHONE 800-756-7828x102 DATE 8/11/11  
 TITLE Account Manager FEIN 31-0600843 ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>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.</p> <p>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.</p> <p>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.</p> <p>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.)</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Michele Lepore* TELEPHONE: 800-756-7828 X102 DATE: 8/11/11

TITLE: Account Manager FEIN: 31-0600843 ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>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.</p> <p>REV. 04/11/2001</p> <p>INQUIRIES:            WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 8/3/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED.            ADDRESS INQUIRIES TO:            ROBERTA WAGNER            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25311            FAX: 304-558-4115            E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST</p>						

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SIGNATURE <i>Michele Lepore</i>	TELEPHONE 800-756-7828 X102	DATE 8/11/11
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**304-558-0067**

RFQ COPY

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Dolbey and Company  
 7164 Beechmont Ave  
 Cincinnati, OH 45230

HEALTH AND HUMAN RESOURCES  
 BBH/HF  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED 07/20/2011	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 08/18/2011		BID OPENING TIME		01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 8/2/2011 AT 11:00 AM IN CONF. RM. # 354 350 CAPITOL ST., ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS 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 DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Micheli Lepore* TELEPHONE **800-756-7828 x102** DATE **8/11/11**

TITLE *Account Manager* FEIN **31-0600843** ADDRESS CHANGES TO BE NOTED ABOVE

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



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  
**BHS12005**

PAGE  
**5**

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

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 7164 Beechmont Ave  
 Cincinnati, OH 45230

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HEALTH AND HUMAN RESOURCES  
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 BY ORDER

DATE PRINTED <b>07/20/2011</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **08/18/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>PLEASE NOTE THAT THE RENEWAL LANGUAGE IS ONLY APPLICABLE TO THE SUPPORT AND MAINTENANCE.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4 (F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>REV 07/16/2007</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE:  <a href="http://www.state.wv.us/admin/purchase/vrc/venpref.pdf">HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</a></p> <p>NOTICE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Michelle Lepore TELEPHONE 800-756-7828 X102 DATE 8/11/11  
 TITLE Account Manager FEIN 31-0600843 ADDRESS CHANGES TO BE NOTED ABOVE

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



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# Request for Quotation

RFQ NUMBER  
 BHS12005

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 6

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

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SHIP TO

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/20/2011				

BID OPENING DATE: 08/18/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----RW/FILE 22-----</p> <p>RFQ. NO.:-----BHS12005-----</p> <p>BID OPENING DATE:-----08/18/2011-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:            -----513-624-2417-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):            -----Michele Lepore-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michele Lepore</i>	TELEPHONE 800-756-7828 X102	DATE 8/11/11
TITLE Account Manager	FEN 31-0600843	ADDRESS CHANGES TO BE NOTED ABOVE

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# Request for Quotation

RFQ NUMBER  
 BHS12005

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ADDRESS CORRESPONDENCE TO ATTENTION OF  
 ROBERTA WAGNER  
 804-558-0067

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 Cincinnati, OH 45230

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07/20/2011				

BID OPENING DATE: 08/18/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0002	3	EA		961-72	\$5,452	\$16,356
	HARDWARE/EQUIPMENT - DEDICATED SERVER					
0003	5	EA		961-72		\$60,367
	TRANSCRIPTION/DICTATION EQUIPMENT - BATEMAN HOSPITAL					
0004	3	EA		961-72		\$23,292
	TRANSCRIPTION/DICTATION EQUIPMENT - SHARPE HOSPITAL					
0005	1	JB		961-72		\$10,310
	INSTALLATION COSTS AT BATEMAN HOSPITAL					
0006	1	JB		961-72		\$2,710
	INSTALLATION COSTS AT SHARPE HOSPITAL					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michelle Lepore</i>	TELEPHONE 800-756-7828 X102	DATE 8/11/11
TITLE Account Manager	FEIN 31-0600843	ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: 08/18/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0007	1	JB		961-72		\$7,750
				TRAINING FEE - 20 STAFF PERSONS AT BATEMAN HOSPITAL		
0008	1	JB		961-72		\$7,030
				TRAINING FEE - 30 STAFF PERSONS AT SHARPE HOSPITAL		
0009	1	EA		961-72		Included in line 0002
				MAINTENANCE COST - SECOND YEAR - ENTIRE SYSTEM		
0010	1	EA		961-72		Included in line 0002
				MAINTENANCE COST - THIRD YEAR - ENTIRE SYSTEM		
0011	1	EA		961-72		\$17,175
				SOFTWARE SUPPORT - 2ND. YEAR INCLUDING UPDATES.		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Michelle Lepore* TELEPHONE: 800-756-7828 x102 DATE: 8/11/11  
 TITLE: Account Manager FEIN: 31-0600843 ADDRESS CHANGES TO BE NOTED ABOVE

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





State of West Virginia  
 Department of Administration  
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# Request for Quotation

RFQ NUMBER  
 BHS12005

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HEALTH AND HUMAN RESOURCES  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/20/2011				

BID OPENING DATE: 08/18/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0012	1	EA		961-72		\$17,175
				SOFTWARE SUPPORT - 3RD. YEAR INCLUDING UPDATES.		
***** THIS IS THE END OF RFQ BHS12005 ***** TOTAL:						\$162,165
1st year support						\$12,268
Grand Total						\$174,433

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Michele Segura* TELEPHONE: 800-756-7828 X102 DATE: 8/11/11  
 TITLE: Account Manager FEIN: 31-0600843 ADDRESS CHANGES TO BE NOTED ABOVE

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

**WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES  
BUREAU FOR BEHAVIORAL HEALTH AND HEALTH FACILITIES OFFICE 350  
CAPITAL STREET, ROOM 350, CHARLESTON, WEST VIRGINIA 25301-3701**

**Request for Quotation  
BHS12005**

**ADMINISTRATIVE AND CONTRACTUAL TERMS**

**Purpose:**

The purpose of this Request for Quotation (RFQ) is to secure a vendor to provide us a digital dictation and transcription system to serve the two psychiatric hospitals of the Department of Health and Human Resources (DHHR), Bureau of Behavioral Health and Health Facilities (BHBF) of the state government of West Virginia. Vendor is to provide a dedicated computer server and other equipment as needed for eight (8) transcriptionists, together with the dictation and transcription systems operational and management software licenses, to allow each facility's transcription staff to perform their own transcription work on their hospital owned personal computers using the vendor's software through the hospital's telephones lines. Price is to be all inclusive for hardware, software, installation, travel costs, training, support, maintenance, and vendor's profit on the product.

**Delivery Locations:**

The two BHBF hospitals are: Mildred Mitchell Bateman Hospital (MMBH), an acute care psychiatric hospital with 110 beds located at 1530 Norway Avenue, Huntington, WV 25705 with five (5) transcriptionists, and William R. Sharpe, Jr. Hospital (WRSH), an acute care psychiatric hospital with 150 beds located at 936 Hospital Drive, Weston, WV 26452, with three (3) transcriptionists. The dedicated server is to be located at MMBH.

**SPECIFICATIONS**

**1. VENDOR REQUIREMENTS:**

- A. Vendor must have three years experience in providing medical transcription / software solutions.
- B. All interested vendors must attend the pre-bid conference with BHBF in their Conference Room (#354) at the Diamond Building located at 350 Capitol Street, Charleston, WV, August, 2, 2011, at 11:00 a.m.

**2. GENERAL SCOPE OF SYSTEM**

- A. The system must allow for continuous 24-hour operation, 365 days a year.
- B. The system must allow voice files and data files to be transferred to any of the hospital's personal computers (PC).
- C. The system must be able to locate reports by work type, date transcribed, dictator and Medical Record identification number (ID).

- D. The system shall allow dictators to prioritize their work by the type of report they are working on, i.e., History and Physical, Psych Evaluation, Notes, etc.

### 3. GENERAL REQUIREMENTS OF SYSTEM

- A. The vendor system must have back end speech recognition software; back end is the ability to listen to the audio and compare it to the transcribed text.
- B. System must provide secure encryption of Microsoft Word 2007 and Microsoft Windows 7 documents to the facilities equipment. Equipment and software shall be HL7 compliant (see definitions in appendix) for patient data download.
- C. Software must not impose character or line limitation.
- D. System must have spell checker with medical, pharmaceutical, and surgical technologies.
- E. The software must be able to report patient demographic data for the purpose of report auto-fill and transcription inquiry on the facilities personal computers.
- F. Software must have the search ability to locate reports either by work type, date transcribed, dictator, or Medical Record ID number.
- G. Must have the ability for the routing of completed dictations by type of report, assignment of supervisor, age of report and priority of report.
- H. Must contain transcription management workflow software to support the facilities management of their transcription staff.
- I. Must allow the dictator the ability to insert and delete dictation.
- J. Must allow the ability for an individual to listen to voice header information regarding a dictation such as: type of report, dictated by, date and subject.
- K. Must allow the ability to leave reports "open" to be completed at a later time.
- L. Must allow the ability to skip, interrupt and access jobs signed off or completed in error.
- M. Must allow the ability for transcriptionist to highlight dictation anomalies in the document.
- N. Must allow the ability for HIM Directors or their designee to produce executable production reports in regards to transcriptionist's productivity such as line counts and down time when playback is interrupted.

### 4. VOICE PROCESSING SYSTEM EQUIPMENT REQUIREMENTS

- A. The vendor's system must be a digital recording system that can service thirty (30) system users at the same time.
- B. The primary function of the system will be for dictation input and transcription output of the dictated words; however, listening access of the dictation system through security levels will be required.

### 5. VOICE DICTATION ACCESS REQUIREMENTS

- A. The vendor's system must have a unique dictator profile database.
- B. The dictator database (dictation profile) must manage the way the system responds to each user.

- C. The vendor's unique dictator database must control the following dictation activities for each user:
- a. User logon (Valid ID and Password)
  - b. Prompt language
  - c. User priority level
  - d. Open jobs
  - e. Access workstations
  - f. Inactivity logoff
  - g. Message delivery/listening
  - h. Message auto-play
  - i. Initial activity (dictation, listen)
  - j. VOX recording (voice activated)
  - k. Prompts (short or brief)
  - l. Rewind increment
  - m. Feature conformation tones
  - n. Listen access (enable/disable)
  - o. Listen mode accessible work types
  - p. Listener messaging
  - q. Job voice information header
  - r. Listen review order (FIFO/LIFO) (first-in-first-out/last-in-first-out)
  - s. Listen query default (patients, physicians and subject)
- D. The system's prompts must be interruptible for users bypass once system proficiency is obtained.
- E. The system's prompts must be concatenated (connected).
- F. The system's dictation prompts must match departmental and user operation requirement by prompting the following users in appropriate manner.  
 GENERAL STAFF – "Please enter Physician I.D. and Work Type, and Patient Number."
- G. The systems must allow the users the ability to control the speed when rewinding and listening to dictation while in dictation mode.
- H. The system shall allow the original dictator the ability to insert and delete specific sections of dictation.

## 6. SYSTEM ACCESS REQUIREMENTS

- A. The system must have a unique\_voice requirement for Transcription database (transcription profile). The transcription database must manage the way the system responds to each transcriptionist's work patterns.
- B. The system's unique transcription database must control the following transcription activities for each transcriptionist:
- a. User logon (Valid ID and Password)
  - b. Prompt language
  - c. Self assignment (enable/disable). The system must allow the transcriptionists to perform job inquiries, from their transcription station
  - d. Skip jobs
  - e. Flag job

- f. Job interrupt
  - g. Intercom reception
  - h. Transcription Messaging
  - i. Accessible work types
  - j. Job voice information header
  - k. Listen review order (FIFO/LIFO)
  - l. Listen query default (patient, physician, subject)
  - m. Rewind increment
  - n. Inactivity logoff
  - o. Prompts (shorts or briefs)
  - p. Backspace increment
  - q. Feature conformation tones
  - r. Transcriptionist hang-up (return/interrupt)
  - s. Job voice information header
- C. The system must automatically replay instruction prompts after defined time settings for the aid of first time users.
  - D. The system's prompts must be interruptible for user bypass once system proficiency is obtained.
  - E. The system must allow certain transcriptionists to self assign jobs by:
    - a. Physicians (author)
    - b. Patient
    - c. Work type
    - d. Job number
    - e. Priority level
  - F. The system must allow all transcriptionists to perform job inquiries, from the vendor's transcriptionist station via system voice terminal.
  - G. The system must have help prompts that are activated by users.
  - H. The system must allow each transcriptionist to access his or her productivity statistics from the transcription voice terminal.
  - I. The system must allow transcriptionist to control the speed of dictation, without distorting the voice.
  - J. The system must also have a unique listening requirement for transcription database (transcription profile). The transcription database must manage the way the system responds to each Transcriptionist.
  - K. The system must automatically replay instruction prompts after a user defined time setting for the aid of first time users.
  - L. The system's prompt must be interruptible for user bypass once system proficiency is obtained.
  - M. The system's prompts must be concatenated/linked.
  - N. The system must automatically move to the next voice file upon completing the delivery of a voice file, unless the user desires to review the current file once again.
  - O. The system must have help prompts that are activated by the user.

## 7. DATA REPORT MANAGEMENT AND INQUIRIES REQUIREMENTS

- A. The system must have a report database.
- B. The system must allow reports to be queued for output.
- C. The system must allow users to define their management reports.
- D. The system must allow all generated reports.
- E. The system must allow users to define the data management headers of all user defined reports.
- F. The system must log the following data about each job:
  - a. Job number
  - b. Author number
  - c. Author name
  - d. Department number
  - e. Department name
  - f. Work type number
  - g. Work type name
  - h. Status
  - i. Dictation station
  - j. Dictation time
  - k. Transcription date
  - l. Lengths in pages
- G. The system must be able to automatically print reports based on user defined data and time settings.

## 8. INFORMATION SYSTEM INTERGRATION REQUIREMENTS

- A. The system must be HL7 compliant (see definition attached) for patient data download and transcribed report upload.
- B. The system must be capable of receiving patient demographic information from the facility's information system (VISTA) which is a version of the Veterans Administration software, provided by Medsphere Systems Corporation.
- C. The system must be able to store patient demographic, encounter and order data for the purpose of report auto-fill and transcriptionist inquiry.
- D. The system must support voice recognition, to indicate the patient's name and identifying information for the system to interface with VISTA.
- E. The system must provide a single keystroke capability to switch to and from transcription mode to patient lookup mode.

## 9. COMPUTER EQUIPMENT AND HARDWARE

- A. Both hospital's currently use the following configuration for their computers:
  - a. Hewlett Packard Compac Computer System with CD-RW drive, Intel®, Corel™ 2 Duo CPU, E7400 @ 2.80GHz, 2.79 GHz, 1.98 GB RAM
  - b. Operating System: Microsoft Windows 7, Enterprise, 32 and 64 bit Version.
- B. Vendor is responsible for providing all other hardware needed for the installation of the dictation/transcription system, including a properly sized dedicated server

for both hospitals volumes with the server to be located at Mildred Mitchell-Bateman Hospital.

- C. Specific server model and type may be chosen by vendor but the following specifications of the server are required by owner:
  - a. Server must be an HP Proliant ML300 Series server, or equal.
  - b. Server must have redundant power supplies and redundant fans.
  - c. Server must have HP Integrated Lights Out Advanced Functionality, or equal.
  - d. Server storage must be RAID 5.
  - e. Server must come with an on-site 4-hour 13x5 warranty.
  - f. Server Operating System must be Windows Server 2008, or equal.

## **10. WARRANTY AND SERVICE TO BE INCLUDE**

- A. Vendor is responsible for installation of their system in each of the two facilities.
- B. Vendor is to include in their bid the cost of all hardware, software and software licenses, installation, training, support and maintenance costs and profit.
- C. Installation of the systems hardware and software is to be made at both Mildred Mitchell-Bateman Hospital and William R. Sharpe, Jr. Hospital, with the main server being located at Mildred Mitchell-Bateman Hospital. Installation is to be made by technicians certified in the use and installation of the vendor's systems, or be software manufacturer approved service representatives for a minimum of one year. The cost of maintenance for years 1, 2 and 3 must be in the bid price.
- D. Vendor must include in their bid all the costs of post install software updates, operation and technical support, including telephone support to resolve problems, and software maintenance. The price of software upgrades during years 1, 2 and 3 must be included in the bid price.
- E. Vendor is responsible for training of each hospital's staff, twenty (20) at Mildred Mitchell-Bateman Hospital and thirty (30) at William R. Sharpe Jr. Hospital and the training must be performed by technicians certified in the use of the vendor's systems, or be software manufacturer approved service representatives for a minimum of one year and be included in the lease price bid. All training must be completed within thirty (30) after the system installation is completed.
- F. Vendor must provide a technical and operational support response within two (2) hours of the time service is requested. The price of this support must be included for years 1, 2 and 3.
- G. The Vendor shall warrant to the facilities that all materials and equipment will be new and be of the current year production of manufacturer and manufactured for commercial usage, and that all work will be of good quality and free from faults.

## **11. CONTRACT RENEWAL**

### **Terms and Conditions**

#### **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.

**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 vendor must register and pay the fee prior to the award of an actual purchase order/contract.

**“Purchasing Affidavit”:**

West Virginia State Code 5A-3-1-a-(3) (d) requires that all vendors submit an affidavit of debt, which certifies that there are no outstanding obligations or debts owing the State of West Virginia. If bidding a joint Quotation, a Debt Affidavit shall be completed for each vendor.

**Subcontracts Prohibited:**

The Successful vendor will be solely responsible for all work performed under the contract. The vendor shall not enter into written subcontracts for performance or work under the contract without written permission of the Agency.

**Evaluation of Bids:**

The award of this contract will be based upon the lowest bid meeting the attached specifications.

## Definitions

**About HL7 Compliance.**

Founded in 1987, Health Level Series (HL7) is a non-for-profit, ANSI-accredited standards developing organization dedicated to providing a comprehensive framework and related standards for the exchange, integration, sharing, and retrieval of electronic health information that supports clinical practice and the management, delivery and evaluation of health services. HL7's 2,3000+ members include approximately 500 corporate members who represent more than 90% of the information systems vendors serving healthcare.

HL7 provides standards for interoperability that improve care delivery, optimize workflow, reduce ambiguity and enhance knowledge transfer among all of our stakeholders, including healthcare providers, governmental agencies, the vendor community, fellow SDO's and patients. In all of our processes we exhibit timeliness scientific rigor and technical expertise without compromising transparency, accountability, practicality, or our willingness to put the needs of our stakeholders first.

“Level Seven” refers to the seventh level of the International Organization for Standardization (ISO) seven-layer communications model for Open Systems Interconnection (OSI) – the application level. The application level interfaces directly to protocols have largely superseded it; the OSI model remains valuable as a place to begin the study of network architecture.



**COST SHEET**  
**RFQ BHS12005**

**VENDOR NAME** Dolbey & Company, Inc.

The award of this contract will be based upon the vendor's cost of the equipment, software, installation cost, training, software costs, and 2<sup>nd</sup> and 3<sup>rd</sup> years of support and maintenance

Item	Description	Price/Each	Quantity	Amount
1	Software Cost Brand Name/Model: <u>Dolbey Fusion</u>	\$83,659	1	\$83,659
2	Hardware/Equipment Brand Name/Model: <u>HP Proliant mL350</u>	\$5,452	3	\$16,356
3	Installation Cost	\$13,020	1	\$13,020
4	Training Fee	\$2,956	5 days on site	\$14,780
5	Maintenance - 2 <sup>nd</sup> Year	\$446	1	included in item 2 cost
6	Maintenance - 3 <sup>rd</sup> Year	\$446	1	included in item 2 cost
7	Software Support - 2 <sup>nd</sup> Year with, including updates	\$17,175	1	\$17,175
8	Software Support - 3 <sup>rd</sup> Year with, including updates	\$17,175	1	\$17,175
			<b>Total</b>	<b>\$162,165</b>

Agent's name Michele Lepore

Signature Michele Lepore Date 8/11/11

Contact Phone Number 800-756-7828 X 102

1<sup>st</sup> yr. support \$12,268  
\$174,433

ATTACHMENT  
P.O.# BH512005

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

Michelle Lepore 8/11/11  
Signature Date

Account Manager  
Title

Dolbey & Company  
Company Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency/Division

WV-96  
Rev. 10/07

**AGREEMENT ADDENDUM**

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

VENDOR

Company Name: Dolbey & Company

Signed: Michelle Lepore

Title: Account Manager

Date: 8/11/11

**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.htm](http://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.
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).

## Server Specifications:

Mfg. P/N	QTY	Description
600426-005	3	HEWLETT PACKARD : ProLiant ML350 G6 - Server - Tower - 1 - Xeon - E5620 - 2.4 GHz - RAM: 4 GB - Ethernet;Fast Ethernet;Gigabit Ethernet
503296-B21	3	HEWLETT PACKARD : HP 460W HE 12V Hot Plug AC Power Supply Kit (503296-B21)
512485-B21	3	HEWLETT PACKARD : HP ProLiant Essentials Integrated Lights-Out Advanced Pack, No Media, 1-Server License, including 1 year of 24x7 Technical Support and Updates
507125-S21	12	HEWLETT PACKARD : HP 146GB 6G SAS 10K 2.5in hot swap
UE902E	3	HEWLETT PACKARD : HP S-Buy 3y 4h24x7 ProLiant ML350 HWSupp,Proliant ML350,3 years of hardware support. 4 hour onsite response. 24x7 including HP holidays
P73-04982	3	MICROSOFT : Server Windows Standard 2008 R2 WIN License Only NO MEDIA INCLUDED(Open),Full New License(English)
R18-02709	10	MICROSOFT : Server Windows User Client Access Licens 2008 WIN License Only NO MEDIA INCLUDED(Open),Full New License(English)
228-09421	2	MICROSOFT : SQLSvrStd 2008R2 SNGL OLP NL
DAC-00966	10	MICROSOFT : Microsoft SQL Server for Small Business CAL 2008 R2 Sngl OPEN 1 License No Level User CAL User CAL
EM889A8#ABA	3	HP 17" Monitor

# 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.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 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 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,
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,
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,
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,
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,
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.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

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

RFQ No. BH512005

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 exceeds 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: Dolbey & Company Inc.

Authorized Signature: [Signature] Date: 8/9/2011

State of Ohio

County of Clermont, to-wit:

Taken, subscribed, and sworn to before me this 9 day of August, 2011

My Commission expires 11-13, 2015

NOTARY PUBLIC [Signature]

AFFIX SEAL HERE



REBECCA LYNN SMITH  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES 11-13-15