



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
WEH60238A

PAGE
1

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES  
 WELCH COMMUNITY HOSPITAL  
 454 MCDOWELL STREET  
 WELCH, WV 24801 304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/26/2006				

BID OPENING DATE: 05/31/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	12	MN		948-55		
REQUEST FOR QUOTATION THE WEST VIRGINIA DIVISION OF PURCHASING IS SOLICITING BIDS FOR WELCH COMMUNITY HOSPITAL TO PROVIDE PHARMACY MANAGEMENT SERVICES. PLEASE NOTE THE FOLLOWING ATTACHMENTS: 1) RFQ #WEH60238A-PHARMACY MANAGEMENT SERVICES 2) AFFIDAVIT						
***** REQUEST FOR QUOTATION ***** THE AGENCY, DHHR, IS SOLICITING BIDS FOR: A CONTRACT TO PROVIDE PHARMACY MANAGEMENT SERVICES, TO ADMINISTER, MANAGE, AND OPERATE THE PHARMACY AT WELCH COMMUNITY HOSPITAL (WCH) LOCATED IN MCDOWELL COUNTY, WV, TO INCLUDE BUT NOT TO BE LIMITED TO THE FOLLOWING SPECIFICATIONS AND/OR SERVICES PER ATTACHMENT.						
WELCH COMMUNITY HOSPITAL DESIRES A VENDOR WITH A PROVEN TRACK RECORD FOR THE PROVIDING OF PHARMACY MANAGEMENT SERVICES. ALL BIDDERS MUST HAVE PROVIDED SUCH SERVICES FOR AT LEAST FIVE (5) YEARS. BIDDERS SHALL PROVIDE REFERENCES OF AT LEAST THREE (3)						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS  
(REQUEST FOR QUOTATION) RFQ AND (REQUEST FOR PROPOSAL) RFP**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$45 fee.
5. All services performed or goods delivered under State Purchase Orders/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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR ü160.103) and will be disclosing Protected Health Information (45 CFR ü160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices 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.

**ORIGINAL SIGNED BID TO:**

Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

**DUPLICATE BID TO:**

State Auditor's Office  
Bid Observer  
Building 1 Room W114  
1900 Kanawha Boulevard, East  
Charleston, WV 25305-0230



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 Department of Administration  
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DATE PRINTED <b>04/26/2006</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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				CLIENTS FROM WHOM THE VENDOR HAS PROVIDED PHARMACY MANAGEMENT SERVICES. THE REFERENCES SHALL BE SUBMITTED IN THE FORM OF LETTERS OF RECOMMENDATIONS, AND ATTACHED TO THE BID.		
				BIDDERS SHALL PROVIDE QUALIFICATIONS AND RESUMES OF PROJECT STAFF WITH THEIR BID RESPONSE.		
				EXHIBIT 3		
				LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD OF P.O. 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.		
				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.		
				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.		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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<p><b>CANCELLATION:</b> 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><b>OPEN MARKET CLAUSE:</b> 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><b>QUANTITIES:</b> QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p><b>ORDERING PROCEDURE:</b> SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p><b>BANKRUPTCY:</b> 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>						

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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 style="text-align: center;"><b>VENDOR PREFERENCE CERTIFICATE</b></p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) 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</p> <p>( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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</p>						

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	<p>OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) 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;</p> <p>OR</p> <p>( ) 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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS</p>					

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<p>FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
TITLE: -----  * CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)  NOTICE  AN ORIGINAL, SIGNED BID MUST BE SUBMITTED ALONG WITH A CONVENIENCE COPY TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130  AN EXACT DUPLICATE MUST BE SUBMITTED TO:  STATE AUDITOR'S OFFICE BID OBSERVER BUILDING 1, ROOM W-114 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0230  BOTH BIDS MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPES OR THE BIDS MAY NOT BE CONSIDERED:						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	<b>SEALED BID</b>					
	<b>BUYER:</b>		<b>FILE 22</b>			
	<b>RFQ. NO.:</b>		<b>WEH60238A</b>			
	<b>BID OPENING DATE:</b>		<b>05/31/2006</b>			
	<b>BID OPENING TIME:</b>		<b>1:30 P.M.</b>			
 <b>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</b>						
<b>FAX #</b>						
<b>CONTACT PERSON:</b>						
*****						
<b>PLEASE NOTE THAT BID BOND IS REQUIRED WITH BID.</b>						
*****						

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***** THIS IS THE END OF RFQ WEH60238A ***** TOTAL:						

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**REQUEST FOR QUOTATION  
STATE OF WEST VIRGINIA  
Department of Health and Human Resources  
Welch Community Hospital  
RFQ #WEH60238A**

**GENERAL INFORMATION**

**Purpose:**

The Acquisition and Contract Administration Section of the Purchasing Division “State” on behalf of the Department of Health and Human Resources, Bureau for Behavioral Health Facilities, Welch Community Hospital, “Agency” is soliciting Quotations to provide Pharmacy Management Services, to Administer, Manage and Operate the Pharmacy Services for Welch Community Hospital.

**Project:**

The mission or purpose of this project is to provide Pharmacy Management Services, to Administer, Manage and Operate the Pharmacy Services of Welch Community Hospital

**Schedule of Events:**

Release of the RFQ.....	04/27/2006
Vendor’s Written Questions Submission Deadline (Close of Business) .....	05/11/2006
Response to Questions/Addendum Issued .....	05/18/2006
Bid Opening Date.....	05/31/2006

**OPERATING ENVIRONMENT**

**Location**

Agency is located at Welch Community Hospital, 454 McDowell Street, Welch WV 24801

**Background:**

Welch Community Hospital is a 124 bed hospital, 59 of which are Long Term care beds. Acute care beds include: 8 Intensive care beds; 2 pediatric beds; 10 obstetrical beds and 45 medical/surgical beds. The hospital serves the counties of McDowell, Wyoming and Mingo with a total market population of about 83,000.

The following numbers represent the typical utilization encountered by the outpatient service area of Welch Community Hospital for the 2005 fiscal year:

Emergency Room Patients – 9,956  
 Observation Visits – 1,725  
 Clinic Patients – 26,713  
 Surgeries – 454  
 Deliveries – 80  
 Laboratory Tests – 723,764  
 Radiology – 15,763  
 CAT Scans – 2,909  
 Ultrasound – 1,802  
 Mammographies – 564  
 Respiratory Tests – 29,293  
 Electrocardiograms – 4,818  
 Admissions – 1,276  
     Long Term Card ADC (56 Patients per day) – 94%  
     Overall ADC (71 Patients per day) – 66%  
 Total Patient Days (20,296 Long Term Care and 5,445 Acute Care Days) – 25,741

Outpatient Services Provided Are:

Primary Care and Family Practice in a Certified Rural Health Setting  
 Pediatric Clinic  
 Newborn Care  
 Internal Medicine  
 Surgery  
 Emergency Room Services  
 Radiology Services Including:  
     Diagnostic  
     CAT Scan  
     Ultrasound  
     Mammography  
     MRI  
     EKG, Cardiac Doppler Studies, Stress Testing and Respiratory Therapy Services  
     Laboratory Services

## PROCUREMENT SPECIFICATIONS

### General Requirements

The mission/purpose of this project is to provide Pharmacy Management Services.

Welch Community Hospital desires a Vendor with a proven track record for the providing of Pharmacy Management Services. Vendor must have provided such services for at least five (5) years.

Vendor shall provide references of at least three (3) clients from whom the vendor has provided Pharmacy Management Services. The references shall be submitted in the form of letters of recommendation.

Vendor shall provide Qualifications and Resumes of Project Staff.

### SCOPE OF WORK:

The vendor is to quote the providing of Pharmacy Management Services; to Administer, Manage and Operate the Pharmacy of Welch Community Hospital, to include but not limited to the following services:

1. Provision of qualified personnel in appropriate numbers to provide coverage of Facility's Pharmacy during the hours of 8:00am till 5:00pm Monday through Friday, 8:00am till 12:00pm on Saturday and Sunday with the remaining hours being covered by pharmacists being on call.
2. Seven day per week coverage of a duly licensed and qualified Pharmacist and Support Staff. Current staffing is two (2) full time Pharmacists, two (2) part-time pharmacists, and three (3) full-time pharmacy tech's; however, staffing is at the discretion of the successful vendor provided that adequate coverage is provided and all pharmacy staff must be provided by the successful vendor.
3. Comply with all regulations as established by the Health Care Finance Administration (HCFA) and Joint Commission on Accreditation of Healthcare Organizations (JCAHO) certification, State Board of Pharmacy, Welch Community Hospital and West Virginia Department of Health and Human Resources rules and regulations. (Note: This facility is currently not JCAHO surveyed.)
4. Oversee the provision of quality pharmacy services.
5. Management of pharmacy inventory, in accordance with Department and State of West Virginia Purchasing Policies and Procedures.
6. Administer the Pharmacy Admixture Program that includes all large volume IV additives, hyperalientations and piggybacks.
7. Administer the drug interaction program to assure that pharmacy profiles are maintained to support a defined drug interaction program and review individual patient drug therapy for incompatibilities, age related doses and minimum and maximum daily doses.
8. Provide emergency coverage of the Pharmacy during hours when not in operation. (See #1 above for hours.)

9. Oversee the Personnel Staffing of the Pharmacy to insure adequate and competent coverage.
10. Maintain drug inventories in a timely and effective manner. The facility pays for all medication ordered. Pharmacy Management is not responsible for paying for medications nor do they receive any revenue from medications.
11. Technicians must be nationally certified.
12. Provide continuing education and consultation to nurses, physicians and other health professionals relating to new pharmaceutical developments and clinical and drug informational services.
13. Provide current computerized record keeping system that includes both the hardware and software programs that interface between hospital's systems. (Note: There is currently no interface in place; however, this could be a future requirement of the successful vendor.) At the present time, the facilities financial system is CPSI. There is currently no clinical information system in place.
14. Provide or advise the Hospital Administration regarding equipment that may be needed in order to provide for the efficient and timely delivery of Pharmacy Services.
15. Ensure that all medications are "in date" and available when needed.
16. Provide and assist Hospital in developing policies and procedures individually tailored to meet the pharmacy requirements of WCH.
17. Implement and update on a continuing basis a Formulary System that assures that duplication of medication inventory will not occur and selection of the most appropriate, cost effective drugs.
18. Provide a continuation of the Unit Dose Drug distribution and Charge System. Assure minimum lost charges, medication errors and wastage.
19. Bill all appropriate charges for drugs and pharmacy services.
20. Permit the Department's authorized representatives and designees to have free access to the pharmacy and to observe and inspect its operation at any time, with or without notice, as deemed necessary by the representatives and to cooperate with the representatives by sharing all facility records, including financial and other relevant information upon request. The vendor must ensure maintenance of all records deemed necessary by the Department for proper monitoring and auditing of its performance under the contract.
21. Permit the Department to perform evaluations of the vendor's proper monitoring and auditing of its performance under the contract.
22. Permit the Department to perform evaluations of the vendor's performance of the terms of the contract, and make its findings known to the contractor and to any third parties as deemed appropriate by the Department.
23. Immediately notify the Department of any matters alleging liability of the facility, pharmacy or staff.
24. Submit periodic reports to the WCH Administration/Department regarding management of the pharmacy in accordance with procedures and established by the WCH Administration/Department. This includes a daily download to diskette that is used for billing purposes by the facility's Information Systems.
25. Assures that all hospital records, medical records, financial and other reports and records are maintained on conformity with applicable federal and state regulations and established industry standards.

26. Confer with and assist the Department in evaluating the pharmacy services and in long range planning in order to meet the healthcare needs of WCH's patients.
27. The pharmacy does not provide any outpatient services (such as employee prescriptions, discharge prescriptions, clinic support, etc) at the current time.
28. Serve on WCH and Pharmacy Committee as appropriate.
29. Provide Clinical Pharmacy Services, including but not limited to: formulary, management, tabulated antibiotic, econotherapeutic information to the Medical Staff, dose and serum concentration reviews with dosing recommendations, etc.
30. Integrates contract staff into hospital operations and participates in Total Quality Management and other Quality Management activities that may be implemented from time to time within the hospital management environment.
31. Coordinate pharmacy services for prescription medications for Long Term Care Patients with the Local Pharmacy currently providing these services. This will also include complete drug reviews for these patients.
32. Place orders for drugs from the State-Wide Drug Contract via automated ordering system.
33. Provide ongoing Medical Staff Education utilizing newsletters, on-site in-services and medical information obtained from company resources. (Accredited medical/pharmacy school may also be utilized.)

### **Special Terms and Conditions:**

#### **Performance Bonds:**

The successful vendor will be required to furnish a Performance Bond in the amount of 100% of the vendor bid submitted. A performance bond may be in the form of a policy or certificate issued by a surety company recognized as doing business in the State of West Virginia. The bond must be submitted on a form available from the Purchasing Division. A certified check or cashier's check made payable to the State of West Virginia may be accepted in lieu of the policy or certificate issued by the surety company. A Performance Bond is not required until requested by the Purchasing Division.

The Performance Bond is forfeited to the State if the vendor defaults in the performance of a purchase order after the order had been issued and work begun.

#### **Bid Bond**

All vendors are required to submit a Bid Bond in the amount of 5% of the vendor's bid. The Bid Bond must be submitted with the vendor's bid. The State will accept in lieu of a formal bid bond a certified check, cashiers check or irrevocable letter of credit. All checks must be made payable to the State of West Virginia Purchasing Division. Failure to provide a bid bond will result in disqualification of the bid.

#### **Insurance Requirements:**

Insurance certificates are required prior to award but are not required at the time of bid. The vendor shall present evidence of insurance at the time of award in the types and amounts required by the Agency and acceptable to the State. Included in the required insurance coverage shall be the following:

1. For bodily injury (including death): \$500,000 per person,

- Up to \$1,000,000 per occurrence.
- 2. For property damage and professional liability;  
Up to \$1,000,000 per occurrence.

**Invoices and Progress Payments:**

The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Invoices may not be submitted more than once monthly and State Law forbids payment of invoices prior to receipt of services.

**COST PROPOSAL**

Total Salaries and Benefits	\$ _____
Computerized Pharmacy System	\$ _____
Other Expenses:	\$ _____
Total Annual Operating Expense:	\$ _____
Monthly Total Not to Exceed:	\$ _____



# A F F I D A V I T

**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 owned 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.

**LICENSING:**

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

**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. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor’s Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_