



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
MCH70445

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH/MCH - BIRTH TO THREE
 350 CAPITOL STREET, ROOM 427
 CHARLESTON, WV
 25301-3714 304-558-5388

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/17/2006				

BID OPENING DATE: **09/29/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>*****ADDENDUM NO. 1*****</p> <p>1. QUESTIONS AND ANSWERS ARE ADDRESSED IN ATTACHMENT.</p> <p>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.</p> <p>PLEASE NOTE THE FOLLOWING ATTACHMENTS: 1) QUESTIONS AND ANSWERS 2) ADDENDUM ACKNOWLEDGEMENT</p> <p>*****END OF ADDENDUM NO. 1*****</p>						

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 \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, 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 §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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. **BID SUBMISSION:** 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.

SIGNED BID TO:

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

State of West Virginia
Purchasing Division



PURCHASE REQUISITION

Requisition No. MCH70445	Buyer RW22	Requisition Date 9/15/06
Agency/Invoice To: WV DEPT. OF HEALTH & HUMAN RESOURCES OMCFH/BTT 350 CAPITOL ST. RM 427 CHARLESTON, WV 25301-3714		TEAM Code _____ WVFIMS Document # _____ Suggested Vendors: 1. _____ 2. _____ 3. _____ Additional Vendors on Reverse Side
Agency/Ship To: WV DEPT. OF HEALTH & HUMAN RESOURCES OMCFH/BTT 350 CAPITOL ST. RM 427 CHARLESTON, WV 25301		TEAM Code _____ PURCHASING DIVISION'S USE ONLY Commodity Code: _____ Instructions: _____
This Section Only For: Releases, Direct Purchases, Emergency Purchases and Agreements Vendor Name and Address: _____		
WVFIMS Vendor #	TEAM Vendor #	
Terms	F.O.B.	

Item No.	Quantity	Description	Unit Price	Amount
		ADDENDUM #1 <i>Type of Purchase</i>		
		THIS ADDENDUM IS BEING SUBMITTED TO ANSWER QUESTIONS REGARDING THE ORIGINAL RFP SUBMITTED. 1. Q. PG 19 3.1 DOES THE STATE INTEND TO PASS NEW LEGISLATION FOR FAMILY FEES AND PRIVATE INSURANCE OR WILL THIS BE DRIVEN BY ADMINISTRATION ACTIONS: A. THE STATE MAY DECIDE IN THE FUTURE TO PURSUE LEGISLATION RELATED TO FAMILY FEES. SUCH LEGISLATION HAS NOT BEEN PROPOSED FOR THE 2007 LEGISLATIVE SESSION. CURRENT LEGISLATION AND STATE POLICY COULD ALLOW THE USE OF PRIVATE INSURANCE WITH FAMILY PERMISSION. THE STATE WILL BE EVALUATING THIS OPTION DURING 2006-2007 IN ORDER TO MAKE A DETERMINATION ABOUT IMPLEMENTATION. THIS OPTION WOULD NOT REQUIRE ANY ADDITIONAL LEGISLATIVE ACTION, BUT WOULD LIKELY NOT BE IMPLEMENTED BEFORE MID 2007.	PURCHASING DIVISION STATE OF WV 2006 SEP 15 P 12:50	RECEIVED

Authorized Signature _____
 Title **Buyer Supervisor**
 Telephone _____

**STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET**

Buyer: 22	Page 2	Req. or P.O. No: MCH70445
Spending Unit: WVDHHR/OMCFH		

Vendor:

Item No:	Quantity	Description	Unit Price	Amount
		<p>2. Q. SECTION 3.2.1.3.1 - IS THE STATE REQUIRING THAT HISTORICAL REMITTANCE ADVICES BE RECONCILED RETROACTIVELY ONCE THE MEDICAID PROGRAM IS ABLE TO PROVIDE ADEQUATE REMITTANCE ADVICE FILES FOR THAT PURPOSE, OR DOES THE STATE WISH TO RECONCILE THE RA s ONLY ON A POINT FORWARD BASIS?</p> <p>A. RECONCILIATION OF CLAIMS IS AN IMPORTANT CENTRAL FINANCE OFFICE FUNCTION. THE STATE WILL WORK WITH THE VENDOR TO OBTAIN ACCURATE AND COMPLETE RA INFORMATION IN ORDER TO COMPLETE RECONCILIATIONS. THE STATE WILL EXPECT RECONCILIATION AND WILL WORK WITH THE VENDOR TO DETERMINE THE BEST SOLUTION - SHOULD COMPLETE RA INFORMATION NOT BE AVAILABLE. RECONCILIATION OF CLAIMS DATA PRIOR TO THE NEW CONTRACT PERIOD WILL BE COMPLETED BY THE PREVIOUS VENDOR.</p> <p>3. Q. PART 4, SECTION II PG 30. THERE SEEMS TO BE AN OVERLAP OF THE SECTION NUMBERS FOR SECTION I AND II REGARDING ITEMS THROUGH 3.2.1.5. IT SEEMS AS IF SECTION II SHOULD INCLUDE 3.2.2, IS THIS CORRECT?</p> <p>A. PART 4, SECTION II, PG 30 CHANGE FROM: PARTS 3.2 TO 3.2.1.5 TO READ: PART 3.2.2</p> <p>4. Q. PART 4, PG 30 - CAN THE STATE PROVIDE GUIDANCE ON WHAT SECTION, I, II, OR III RESPONSES TO ITEMS 3.2.4 - 3.2.6 SHOULD BE PLACED?</p> <p>A. CHANGE FROM : PARTS 3.1 TO 3.2.1.5 TO READ: PART 3.1 TO 3.2.1.5 AND PARTS 3.2.4 TO 3.2.6</p> <p>5. Q. CAN A VENDOR SUBMIT ALTERNATIVE SUGGESTED LANGUAGE TO THE TERMS AND CONDITIONS?</p> <p>A. THE VENDOR CAN SUBMIT ALTERNATIVE SUGGESTED LANGUAGE TO THE TERMS AND CONDITIONS THAT ARE ON THE WV-96 AGREEMENT ADDENDUM ONLY. THEY WOULD NEED TO SUBMIT THE ALTERNATIVE SUGGESTED LANGUAGE WITH THE BID AND EXPLAIN EXACTLY WHAT THEY WANT TO CHANGE. IF THEY WERE THE SUCCESSFUL BIDDER, THEN THE ALTERNATIVE SUGGESTED LANGUAGE WOULD HAVE TO BE NEGOTIATED.</p> <p>THE VENDOR CAN NOT SUGGEST ALTERNATIVE LANGUAGE TO THE SPECIFICATIONS/SCOPE OF WORK. THEY CAN NOT BE CHANGED.</p> <p>6. Q. CAN A VENDOR USE IT'S SURETY'S COMPANY FORM FOR THE PERFORMANCE BOND?</p> <p>A. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p>		

Vendor:	Spending Unit:
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Requisition No.: _____

ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum No.'s:

No. 1 _____

No. 2 _____

No. 3 _____

No. 4 _____

No. 5 _____

I understand that failure to confirm the receipt of the addendum(s) is cause for rejection of bids.

Signature

Company

Date