



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
BHS80091

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
 BBH/HF
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/17/2008				

BID OPENING DATE: 02/20/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		961-72		
OPEN-END BLANKET CONTRACT						
<p>VOICE RECOGNITION DICTATION EQUIPMENT, SERVICES AND</p> <p>TO PROVIDE VOICE RECOGNITION DICTATION EQUIPMENT, DICTATION SERVICES, AND EMERGENCY TRANSCRIPTION SERVICES FOR FACILITIES WITHIN THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR BEHAVIORAL HEALTH AND HEALTH FACILITIES, PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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> <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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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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 may be deemed null and void, and 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



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 304-558-0067

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HEALTH AND HUMAN RESOURCES
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01/17/2008				
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<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>QUANTITIES: 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>ORDERING PROCEDURE: 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</p>						

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<p>RETAINED BY THE SPENDING UNIT.</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 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 JANUARY 30, 2008. 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>						

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<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 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>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>VENDOR PREFERENCE CERTIFICATE</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>						

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<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 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</p>						

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<p>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 & 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) 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>						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BIDDER: ----- DATE: ----- SIGNED: ----- 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						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						

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BUYER:-----RW/FILE 22-----						
RFQ NO.:-----BHS80091-----						
BID OPENING DATE:-----2/20/2008-----						
BID OPENING TIME:-----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ BHS80091 ***** TOTAL: _____						

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Request for Quotation
RFQ# BHS80091

Purpose:

The purpose of this Request for Quotation (RFQ) is to provide voice recognition dictation equipment and emergency transcription services for the Department of Health and Human Resources (DHHR) /Bureau for Behavioral Health and Health Facilities (BHBF) listed below and other locations as identified by the Agency or other spending units. Other State entities across the state may procure equipment and/or services from this contract during the life of the contract.

Locations:

Mildred Mitchell Bateman Hospital
1530 Norway Ave.
Huntington, WV 25709

William R. Sharpe, Jr. Hospital
936 Sharpe Hospital Road
Weston, WV 26452

Welch Community Hospital
454 McDowell Street
Welch, WV 24801

GENERAL REQUIREMENTS:

- The dictation software product must be available on a transactional basis.
- The system shall allow for continuous, 24-hour operation
- The system shall support automatic upgrade functionality for clients.
- The system shall provide on-line context sensitive help.
- The system shall utilize voice/speech recognition.
- The system shall allow direct dictation.

DICTATION APPLICATION FEATURE REQUIREMENTS:

USER INTERFACE: Dictation and Listen Access:

- The system must be able to support voice recognition, direct data, and integration with Microsoft Word input methods.
- The system must use voice/speech recognition capability, which then converts the voice to transcribed notes within the system
- The system will allow voice files and data files to be transferred to any PC.
- The system shall allow for an unlimited number of user definable keypads, assignable on a per user and/or per session basis.
- The system shall allow dictators the ability to prioritize their work before, during, and after dictation.
- The system shall provide the ability to listen to certain voice header information regarding a dictated job such as type of report, dictated by, and dictated on.
- In the review mode, the system shall provide multiple filter criteria, including site, work type, or similar field to restrict user access.
- The system shall provide the ability to insert and delete dictation.
- The system shall provide the ability to leave reports open for future completion.
- The system shall provide the ability to intercept, edit, and cancel dictation prior to transcription.
- The system user profile must allow customization of rewind increments, playback volume, speed control, fast forward increment.
- The system's user profile must offer ability to control user's dictation inactivity time out.
- The dictator can change or edit job data after dictation has begun but not completed without losing any of the dictation.

- The system must allow access between the facilities for the purpose of providing assistance in reviewing transcription

Transcription:

- The system must be able to perform transcription using a PC as a transcribe station
- The system shall provide an automatic mechanism to route completed jobs in the following manner:
 1. By a pre-designated critical age of job.
 2. Upon the immediate stat assignment of job by supervisor.
- The system shall allow for the routing criteria to route jobs either first in, first out (FIFO), last in, first out (LIFO), by dictator-designated priority assignment, by critical age, or by manual assignment.
- In the event that transcriptionists are allowed to select their own work from the system, the system shall provide a comprehensive mechanism for privacy control that prevents the access of certain jobs.
- Work Distribution:
 1. The system shall provide a variety of transcription pool criteria, including dictator ID, date/time dictated, and priority
 2. The system shall accommodate an unlimited number of pools.
 3. The system shall utilize pool scripts that can incorporate up to twenty (20) pools
 4. The system shall accommodate target turnaround time definition
 5. The system shall allow the supervisor to close open reports.
- The system shall provide the capability to access erroneously signed off jobs.
- The system shall provide the capability to skip jobs.
- The system shall provide the ability to enable/disable skip jobs per transcriptionist.
- The system shall provide the ability to interrupt jobs.
- The system shall provide the ability to edit job data from transcription workstation, with appropriate access rights.

TRANSCRIPTION APPLICATION FEATURE REQUIREMENTS:

Transcription System Requirements:

- When transcribing, the report format must be presented at a single keystroke with the appropriate data fields automatically transferred to appropriate locations within the report
- Attributes such as bold, *italics*, and underline must easily be incorporated into the document with a simple click of the mouse or with one keystroke
- The transcription system must incorporate a memory resident computer shorthand feature, allowing abbreviations to be defined by each individual transcriptionist.
- The abbreviated phrase must automatically expand at the touch of the space or punctuation keys.
- The standard phrase and normal text insertion feature must provide a single keystroke capability for bringing a pick-list of phrase selection options, for immediate insertion into the report
- The transcription software must not impose character or line limitations.
- The transcription software shall allow the user to define fill-in flags in all standard phrases and reports.
- The text copy feature must not be limited to a pre-set number of lines or characters.
- The transcription software must provide widow/orphan word wrap protection.
- The transcription system must provide a spell check feature that is automatically activated upon initiating report completion keystroke.
- The transcription system must provide one-touch spell check, save, exit, and queue for e-mailing and printing from transcribe station.
- The spell check feature must not force the transcriptionist to exit the report.

- The transcription system must identify misspelled words as they are typed without invoking the spell checker.
- The transcription system must allow users to identify common misspellings and typographic errors. It must automatically correct these words as they are incorrectly typed without any keystrokes.
- The transcription system must offer a medical spell checker with medical, pharmaceutical, surgical, health and science terms.
- The transcription system must provide global search and replace capabilities.
- The transcription system must provide a single keystroke capability to return the cursor at each successive occurrence of inaudible dictation.
- The transcription system must offer the ability to have multiple documents open simultaneously.
- The multiple document capability must possess a "time-out feature" in order to accurately track document statistics.
- The transcription software must provide a single keystroke capability for editing header and footer information.
- The signature must include the physician's name, transcriptionist's initials, and the date and time of dictation and transcription.
- The transcription system must offer a single keystroke capability to automatically add "carbon copies" at any point in the transcription or viewing process.
- The system must generate an automatic CC list.
- The system must allow the transcriptionist the ability to put documents on hold.
- The system must allow the transcriptionists to highlight dictation anomalies in document.

Transcription Management and Productivity Reporting:

- The transcription system must provide an automatic, one-pass line count that can be executed at any time during the report creation process.
- The system must be able to track "down time" in the event that the transcriptionist is interrupted.
- The system must be able to locate reports by patient work type, date transcribed, visit, and ID.

Information System Integration Requirements:

- The system must be HL7 compliant for patient data download & transcribed report upload.
- The system must be capable of receiving patient demographic information from the facility's information system (VistA) which is a version of the Veteran's Administration software. This system was provided by Medsphere Systems Corporation.
- The system must be able to store patient demographic, encounter and orders data for the purpose of report auto-fill and transcriptionist inquiry.
- The system must eliminate the requirement for a transcriptionist to enter patient variable data. The system must provide the information automatically to the transcriptionist as the dictated report is received.
- The system must provide a single keystroke capability to switch to and from transcription mode to patient lookup mode.

Document Distribution Requirements:

- The system must automatically generate the number of necessary copies as defined by the system configuration and setup. The system must provide a single keystroke capability to overwrite the default.
- The print/email functions must be processed off-line so that the transcriptionist can immediately begin working on the next report as the report prints/emails.

- The system must provide the capability of identifying routing scripts based on transcriptionist ID, provider ID, work type, site and user type.
- The system must provide automatic report routing and distribution of completed reports to any accessible printer on the facility's network.
- Emailed reports must appear identical to printed reports. The fonts and formatting of words and lines must be identical.

PROVIDER WORKSTATION/ELECTRONIC SIGNATURE:

- The system shall offer a browser-based application for PC dictation, review, and provider self-edit of speech recognized documents and electronic signature
- The system shall automatically install and upgrade any software components necessary upon login.
- Upon login to electronic signature, providers shall be presented with a list of documents awaiting signature or editing.
- Providers shall have the ability to view and electronically sign reports on-line, remotely or on-site.
- The system must offer the user the ability to keyboard edit the document rather than dictate changes.
- The system shall offer option of requiring the user to enter a password to confirm each authentication.
- The system must not allow edits to documents that have been authenticated.
- The system must offer the ability to display dictation anomalies in a document being presented for electronic signature.

SERVICE, SUPPORT, AND INSTALLATION REQUIREMENTS:

- The vendor shall offer software maintenance upgrades.
- The vendor must have a fully functional back-up service organization.
- The vendor's service contract must be for twenty-four (24) hours/day, seven (7) days/week, and three hundred sixty five (365) days/year service.
- The vendor must support and install all equipment necessary to make the system perform to specification.

MANAGED SERVICES:

- The vendor must provide 24/7/365 transcription services for facility emergency transcription needs.
- Transcribed medical reports must be submitted to facilities by email within ninety (90) minutes of completion. This service will be in addition to the voice/speech recognition product which is listed in this document under General Requirements.

Installation:

- Installation of each system must be provided by vendor and must include proper testing.
- Installation is required within thirty (30) days of issuance of purchase order.

Training:

- Training for the operation of the systems must be provided for facility pharmacy, transcription, and medical records staffs.
- Training is required within thirty (30) days of issuance of purchase order.
- The vendor's Application Training Specialist shall coordinate all training activity.
- The vendor shall provide visual support material to assist users in gaining optimum system operation skills.

Delivery: Delivery of equipment is required within thirty (30) days of issuance of purchase order.

Maintenance and Support:

- A minimum of one (1) year maintenance is required for each system.
- Support must be made available for a minimum of one (1) year and must include any software updates.

Invoices and Payments

The vendor shall submit monthly invoices, in arrears, to the Accounts Payable office at each facility for all services provided pursuant to the terms of the contract. Each invoice will contain sufficient documentation to determine the actual hours worked and cost per project. The Hospital reserves the right to reject any or all invoices for which proper documentation has not been provided. Vendor will be notified within ten (10) working days of any invoice deficiencies. State law forbids payment of invoices prior to receipt of services.

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 Department.

BHS80091 – Bid Cost Summary

Description	Unit Cost	Estimated Quantities	Total
Equipment – Including one (1) Year Maintenance and one (1) Year Support including software updates.		3	
Installation		3	
Training		3	
Routine Transcription Services – Per Line		50,000	
Stat Transcription Services – Per Line		40,000	
Sub-Total			
***Second Year Maintenance		3	
***Second Year Support – including software updates		3	
Sub-Total			
***Third Year Maintenance		3	
***Third Year Support – including software updates		3	
Sub-Total			
Grand Total for Purchase and Two Years of Additional Maintenance and Support			

***Upon Mutual Agreement of Renewal

The award of this contract will be based upon the initial cost of the equipment, one (1) year of support and maintenance, installation, training, and routine and stat (emergency) transcription services and the cost of the second and third years of support and maintenance.

Name of Equipment and Software: (Attach descriptive brochure of items bid.)

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 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 exceed 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: 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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

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 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: _____

ATTACHMENT
P O # _____

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

Agreed

Signature Date

Title

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 **RECOURPMENT** - 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

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____