



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:
 BMS80644

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
 BUREAU FOR MEDICAL SERVICES
 ROOM 251
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3709 304-558-1737

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|------------------------------|---------------|--------------------------|--------|---------------|
| 01/16/2008 | | | | |
| BID OPENING DATE: 03/04/2008 | | BID OPENING TIME 01:30PM | | |

| LINE | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
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| 0001 | 1 | YR | | 962-47 | | |
| REQUEST FOR PROPOSAL ***** MANDATORY PRE-BID MEETING ON 2/8/2008 @ 1:30 PM MEETING WILL BE HELD AT BUREAU FOR MEDICAL SERVICES, 350 CAPITOL STREET, ROOM 251, CHARLESTON, WV 25301-3709 ***** | | | | | | |
| TO OBTAIN THE SERVICES OF A QUALIFIED VENDOR TO PROVIDE AN ENHANCED POINT OF SERVICE (POS) CARE COORDINATION SYSTEM AT THE POINT OF SERVICE THAT WILL IDENTIFY ANY PATIENT WITH A CHRONIC CONDITION, HIGHLIGHT ANY AND ATTACH AN INTERVENTION NOTIFICATION TO THE PHARMACY 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. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER. | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**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



State of West Virginia
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| 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). | | | | | | |
| A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: | | | | | | |
| <input type="checkbox"/> 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 <input type="checkbox"/> 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 <input type="checkbox"/> 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. | | | | | | |
| B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: | | | | | | |

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| <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 & 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</p> | | | | | | |

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| <p>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> <p>TITLE: -----</p> <p>* 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)</p> <p>NOTICE VENDORS RESPONDING TO THIS RFP SHALL SUBMIT: ONE (1) ORIGINAL TECHNICAL AND COST PLUS SIX (6) CONVENIENCE COPIES TO: DEPARTMENT OF ADMINISTRATION</p> | | | | | | |

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| PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 | | | | | | |
| THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID | | | | | | |
| BUYER: -----RW/FILE 22----- | | | | | | |
| RFQ NO.: -----BMS80644----- | | | | | | |
| BID OPENING DATE: -----3/4/2008----- | | | | | | |
| 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): ----- | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| ***** THIS IS THE END OF RFQ BMS80644 ***** TOTAL: | | | | | | |

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**REQUEST FOR PROPOSAL
Bureau for Medical Services
BMS80644**

PART 1 GENERAL INFORMATION, TERMS AND CONDITIONS

1 1 Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting proposals for the Department of Health and Human Resources, Bureau for Medical Services (BMS), hereinafter referred to as "Agency", to provide an enhanced point-of-sale (POS) care coordination system that will identify any patient with a chronic condition, highlight any deviation from the standard of care for that condition, and attach an intervention notification to the pharmacy via the National Council of Prescription Drug Processing (NCPDP) 5.1 transaction. This solicitation serves as notice, pursuant to West Virginia Code §5A-3-10c, of the commodity or service being sought and is to be considered the opportunity for vendors to indicate their interest in bidding on such commodity or service.

1 2 Project:

The mission or purpose of the project is obtain an enhanced POS care coordination system that can be integrated into the point-of-sale (POS) claims processing system currently utilized by the West Virginia Medicaid Pharmacy Program. This care should be delivered to Medicaid members through the management of chronic diseases by identifying gaps in therapy, bringing patient care in line with established treatment standards, and identifying prescribers who employ evidence-based treatment protocols. Enhanced POS care coordination at the point-of-sale will lower costs and improve the quality of care delivered to Medicaid members by improving adherence to treatment care guidelines, reducing avoidable or unnecessary hospital and ER utilization rates, reducing the number of members moving from the low to high risk health status category from the progression of chronic disease and resulting morbidity and mortality. Enhanced POS care coordination at the point-of-sale will also result in reduced duplications of service and a reduction in the incidence of episodic care for members with chronic conditions.

1 3 RFP Format:

This RFP has four parts. "Part 1" contains general information, terms and conditions; "Part 2" describes the background and working environment of the project; "Part 3" is a statement of the specifications for the services requested pursuant to this RFP, contractual requirements, and special terms and conditions; and "Part 4" explains the required format of the Bidder's response to the RFP, the evaluation criteria the State will use in evaluating the proposals received and how the evaluation will be conducted.

1 4 Inquiries:

Additional information inquiries regarding specifications of this RFP must be submitted in writing to the State Buyer with the exception of questions regarding the proposal submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.16. All inquiries of specification clarification must be addressed to:

Roberta Wagner, Senior Buyer
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130
Fax: (304) 558-4115
Email: roberta.a.wagner@wv.gov

The vendor, or anyone on the vendor's behalf, is not permitted to make any contact whatsoever with any member of the evaluation committee. Violation may result in rejection

of the bid. The State Buyer named above is the sole contact for any and all inquiries after this RFP has been released.

1.5 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 proposal, but the successful bidder must register and pay the fee prior to the award of an actual purchase order or contract

1.6 Oral Statements and Commitments:

Vendor must clearly understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any State personnel is not binding. Only the information issued in writing and added to the Request for Proposal specifications file by an official written addendum are binding

1.7 Economy of Preparation:

Proposals should be prepared simply and economically, providing a straightforward, concise description of Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

1.8 Labeling of RFP Sections:

The sections within this RFP contain instructions governing how the Vendor's proposal is to be arranged, submitted and to identify the material to be included therein

1.8.1 Mandatory Requirements:

The mandatory sections included in Part 3 and 4 require a response, and they describe the minimum requirements requested in this RFP. Any specification or statement containing the word "must", "shall, or "will" are mandatory. The Vendor is required to meet the mandatory specifications in order to be eligible for consideration and to continue in the evaluation process. A simple "yes" or "no" response to these sections is not adequate. Failure to meet mandatory items shall result in disqualification of the Vendor's proposal and the evaluation process terminated for that vendor. Decisions regarding compliance with the intent of any mandatory specification shall be at the sole discretion of the State.

1.8.2 Contract Terms and Conditions:

This Request for Proposals contains all the contractual terms and conditions under which the State of West Virginia will enter into a contract

1.8.3 Informational Sections:

All non-mandatory information specifications do not require a response from the Vendor. They are intended to aid the vendor in structuring an effective proposal capable of meeting the needs of the issuing agency.

1.9 Proposal Format and Submission:

1.9.1 Vendors must complete a response to all mandatory specifications in order to be considered. Each proposal should be formatted as per the outline in Part 4 of this RFP. No other arrangement or distribution of the proposal information may be made by the bidder. Failure on the part of the bidder to respond to specific requirements detailed in the RFP may be the basis for disqualification of the proposal. The State reserves the right to waive any informality in the proposal format and minor irregularities.

1.9.2 State law requires that the original technical and cost proposal be submitted to the Purchasing Division. All proposals must be submitted to the Purchasing Division prior to the

date and time stipulated in the RFP as the opening date. All bids will be dated and time stamped to verify official time and date of receipt.

1.9.3 Vendors mailing proposals should allow sufficient time for mail delivery to ensure timely arrival. In accordance with West Virginia Code §5A-3-11, the Purchasing Division cannot waive or excuse late receipt of a proposal which is delayed and late for any reason. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law and the administrative rules and regulations.

Vendors responding to this RFP shall submit:

One (1) original technical and cost plus six (6) convenience copies to:

Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130

The outside of the envelope or package(s) should be clearly marked:

Buyer: RW-22
Req#: BMS80644
Opening Date: 3/4/2008
Opening Time: 1:30 pm

1.9.4. Best Value Purchasing Standard Format

All Requests for Proposals should follow the standard format defined by the Purchasing Division. This format addresses required areas and enables the agency to modify the background and scope of work to meet its needs.

1.9.4.1 Evaluation Criteria:

All evaluation criteria must be clearly defined in the specifications section and based on a 100 point total score. Based on a 100 point total, cost shall represent a minimum of 30 of the 100 total points in the criteria.

1.9.4.2 Proposal Format and Content:

Proposals shall be requested and received in two distinct parts: Technical and Cost. The cost portion shall be sealed in a separate envelope and will not be opened initially.

1.9.4.3 Technical Bid Opening:

The Purchasing Division will open only the technical proposals on the date and time specified in the Request for Proposal. The Purchasing Division representative will read aloud the names of those who responded to the solicitation. The Purchasing Division Buyer will confirm that the original packages contain a separately sealed cost proposal prior to providing the courtesy copies to the agency to begin the evaluation process.

1.9.4.4 Technical Evaluation:

The pre-selected, approved evaluation committee will review the technical proposals, deduct appropriate points for deficiencies and make a final written consensus recommendation to the Purchasing Division Buyer. If the Buyer approves the committee's recommendation, the technical evaluation will be forwarded to an internal review committee within the Purchasing Division.

1.9.4.5 Cost Bid Opening:

Upon approval of the technical evaluation from the internal review committee, the Purchasing Division shall schedule a time and date to publicly open and read aloud the cost proposals. The agency and the vendors shall be notified of this date.

1.9 4.6 Cost Evaluation and Resident Vendor Preference:

The evaluation committee will review the cost proposals, assign appropriate points and make a final consensus recommendation to the Purchasing Division. In accordance with West Virginia Code §5A-3-37, the Purchasing Division will make the determination of the Resident Vendor Preference, if applicable. Resident Vendor Preference 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. A certificate of application is used to request this preference. A West Virginia vendor may be eligible for two 2 5% preferences in the evaluation process.

1 9 4.7 Contract Approval and Award:

After the cost proposals have been opened, the evaluation committee completes its review and prepares the final evaluation making its recommendation for contract award based on the highest scoring vendor. The final evaluation is submitted to the Purchasing Division buyer. Once approved by the buyer, the final evaluation must be reviewed and approved by the Purchasing Division internal review committee. The contract is prepared and signed in the Purchasing Division, forwarded to the Attorney General's Office for approval as to form, encumbered and mailed to the appropriate parties.

1.10 Rejection of Proposals:

The State shall select the best value solution according to the evaluation criteria. However, the State reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. The State reserves the right to withdraw this RFP at any time and for any reason. Submission of, or receipt by the State of proposals confers no rights upon the bidder nor obligates the State in any manner.

A contract based on this RFP and the Vendor's proposal, may or may not be awarded. Any contract resulting in an award from this RFP is not valid until properly approved and executed by the Purchasing Division and approved as to form by the Attorney General.

1 11 Incurring Costs:

The State and any of its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this RFP for expenses to prepare, deliver the proposal, or to attend any mandatory prebid meeting or oral presentations.

1.12 Addenda:

If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the State to all bidders of record.

1 13 Independent Price Determination:

A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.

1.14 Price Quotations:

The price(s) quoted in the bidder's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

1.15 Public Record:**1.15 1 Submissions are Public Record:**

All documents submitted to the State Purchasing Division related to purchase orders or contracts are considered public records. All bids, proposals or offers submitted by bidders shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the bid opening.

1.15.2 Written Release of Information:

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplications fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request whichever is greater.

1.15.3 Risk of Disclosure:

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets, as submitted by a bidder, are exempt to public disclosure. The submission of any information to the State by a vendor puts the risk of disclosure on the vendor. The State does not guarantee non-disclosure of any information to the public.

1.16 Schedule of Events:

| | |
|--|------------|
| Release of the RFP | 01/18/2008 |
| Vendor's Written Questions Submission Deadline | 02/11/2008 |
| Response to Questions/Addendum Issued..... | 02/18/2008 |
| Mandatory Prebid Conference..... | 02/08/2008 |
| Bid Opening Date..... | 03/04/2008 |

1.17 Mandatory Prebid Conference:

A mandatory prebid conference shall be conducted on the date specified above at 1:30 p.m. Said conference will be held at the Bureau for Medical Services, 350 Capitol Street, Room 251, Charleston, WV 25301-3709. **All interested bidders are required to be present at this meeting. Failure to attend the mandatory prebid conference shall automatically result in disqualification. No one person can represent more than one vendor.**

1.18 Purchasing Affidavit:

West Virginia Code §5A-3-10a requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal. This form is required for all purchases exceeding \$5,000.

1.19 General Terms and Conditions:

By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this RFP.

1.19.1 Conflict of Interest:

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

1.19.2 Prohibition Against Gratuities:

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion or to pursue any other remedies available under this contract or by law.

1.19.3 Certifications Related to Lobbying:

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers, including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

1.19.4 Vendor Relationship:

The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the Vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the State for any purposes whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

1.19.5 Indemnification:

The Vendor agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or

regulations; and (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws

1.19.6 Contract Provisions:

After the successful Vendor is selected, a formal contract document will be executed between the State and the Vendor. In addition, the RFP and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFP and the Vendor's proposal in response to the RFP.

1.19.7 Governing Law:

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

1.19.8 Compliance with Laws and Regulations:

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

1.19.9 Subcontracts/Joint Ventures:

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

1.19.10 Term of Contract & Renewals:

This contract will be effective (date set upon award) and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one (1) year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period Vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

1.19.11 Non-Appropriation of Funds:

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible

after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

1.19.12 Contract Termination:

The State may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated by the State with thirty (30) days prior notice.

1.19.13 Changes:

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall provide a description of the price increase or decrease involved in implementing the requested change.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.

1.19.14 Invoices, Progress Payments, & Retainage:

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. Progress payments may be made at the option of the Agency on the basis of percentage of work completed if so defined in the final contract. Any provision for progress payments must also include language for a minimum 10% retainage until the final deliverable is accepted.

If progress payments are permitted, Vendor is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to Agency with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the Vendor's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

1.19.15 Liquidated Damages:

According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of one-thousand dollars (\$1,000) per day for failure to provide deliverables, meet milestones identified to keep the project on target, or failure to meet specified deadlines. This clause shall in no way be considered exclusive and shall not limit the

State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the Vendor.

1.19.16 Record Retention (Access & Confidentiality):

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

The Vendor shall comply with all applicable State and Federal law regarding confidentiality/privacy including the confidentiality requirements of §1160 and §1902(a)(7) of the Social Security Act, the information safeguarding requirements of Title 42, Part 431, Subpart F (42 CFR 431 F), and the privacy and security requirements of Title 45 Parts 160 and 164 (45 CFR 160 and 164).

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors or individuals permitted access by Vendor.

PART 2 OPERATING ENVIRONMENT

2.1 **Location:**

Agency is located at 350 Capitol Street, Room 251, Charleston, West Virginia 25301-3706

2.2 **Background:**

The BMS pharmacy program reimbursed pharmacy providers for 6.7 million prescriptions in the year 2005. A point-of-sale (POS) system was established statewide in July 1992 to enable pharmacies to implement prospective drug utilization review of patient's current drug therapies, determine the appropriateness of pharmaceutical regimens, and respond accordingly. Approximately 99 per cent of the claims were processed through a point-of-sale (POS) prospective DUR system, operated by the State's Medical Management Information System (MMIS) contractor, Unisys. The Bureau is currently utilizing the only Windows-based commercial off-the-shelf unified relational database, software application, and claims processing system in the nation. All West Virginia Medicaid recipients, whether enrolled in fee-for-service or a managed care organization, have the same pharmacy benefit. An enhanced POS care coordination application at the point-of-sale would survey both medical and pharmacy data to provide continuous quality assessment of care for chronic conditions, reduce the incidence of episodic care for members, promote adherence to evidence based treatment guidelines, reduce duplications of services to members, prevent the progression of chronic disease, reduce morbidity and mortality due to chronic disease and reduce the cost of care.

PART 3 PROCUREMENT SPECIFICATIONS**3.1 General Requirements:**

Vendor is to provide an enhanced POS solution/application that will prospectively search both medical and pharmacy claims to identify gaps in therapy or in the management of chronic diseases, according to evidence-based standards of care. This information is to be sent to the pharmacist via an NCPDP transaction and followed up with a detailed fax regarding the finding. Pharmacists can then contact the prescriber to discuss their findings or provide counseling to the patient regarding the importance of complying with the gap that has been identified. Pharmacists may also submit requests for payment for this service through this application. The Medicaid member's medical and pharmacy claim is to be evaluated each time a claim is submitted through the point-of-sale system, thus enhancing the member's care. Surveillance algorithms are to be available to monitor member, pharmacist and physician responses to these interventions. Vendor is to provide training and credentialing for pharmacists who choose to participate in this enhanced level of care for Medicaid members. This POS service will also be used to evaluate compliance with evidence-based guidelines for prescriber pay-for performance programs.

3.1.1 Mandatory Requirements:

- A Vendor must provide at least three (3) references from similar projects that the vendor has performed within the past five (5) years and must include a detailed description of the work performed for each reference. Each referenced project must include at least one key staff member proposed for this project.
- B Vendor's enhanced POS care coordination system must not cause any increase in claim processing time and/or affect performance of the Bureau's current pharmacy POS processing system or any upgrades that may be implemented thereto.

3.2 Scope of Work:

Vendor is to provide an enhanced POS care coordination system at the point-of-sale that will search both the medical and pharmacy claims data base systems to identify therapy gaps in the management of chronic diseases. The enhanced POS System should notify pharmacists of a deviation from evidence-based guidelines via an NCPDP transaction and also via a detailed fax or electronic system containing intervention information, documentation and references. Vendor is to provide training and credentialing for pharmacy providers.

- 3.2.1 Vendor is to provide an enhanced POS search engine to search both pharmacy and medical claims to identify gaps in therapy and identify any treatment standard deficiencies, according to evidence-based standards of care for chronic diseases as agreed upon by the Vendor and BMS. These conditions should include, but not be limited to, diabetes, asthma, chronic obstructive pulmonary disease (COPD), congestive heart failure, ischemic cardiovascular disease, depression, hypertension, gastroesophageal reflux disorder (GERD), osteoporosis and migraine headaches. This system will also communicate such findings and recommendations to pharmacy providers via NCPDP transactions and faxes.
- 3.2.2 Vendor is to provide algorithms for BMS review, based on evidence-based standards of care, used to perform searches and identify gaps in therapy for the identified chronic disease.
- 3.2.3 Vendor is to utilize the above discussed algorithms in the enhanced POS care coordination system for review of each prescription processed by the BMS fiscal agent and respond to the alerts generated by the enhanced POS care coordination system.
- 3.2.4 Vendor's system is to utilize the existing pharmacy POS processes, or any upgrades that

may be implemented, and must ensure that the application will not affect the performance of the claims processing system as established by the POS vendor. The enhanced POS care coordination system must not cause any increase in claim processing time or any timeouts to occur in the POS processing system.

- 3.2.5 Vendor is to recruit and train pharmacists to participate in the enhanced POS care coordination program and provide on-site credentialing for pharmacists.
- 3.2.6 Vendor is to provide an annual re-certification credentialing for pharmacists who wish to participate.
- 3.2.7 Vendor is to provide a training manual for each pharmacy provider and technical I information regarding the website, documents, systems and billing for the services.
- 3.2.8 Vendor is to provide a 24/7 call center for Medicaid member enrollee questions and concerns and a Help Desk for participating pharmacy providers and prescribers with whom they interact
- 3.2.9 Vendor is to provide educational materials for pharmacy providers regarding the enhanced POS care coordination program, including information concerning training for enrollment in the program, evidence-based information regarding chronic conditions monitored, and instructions for billing for services provided
- 3.2.10 Vendor is to provide compliance monitoring, provider report cards, and advice to providers for billing of their services.
- 3.2.11 Vendor is to provide written training materials and information to Medicaid prescribers in advance of the program to describe the goals and clinical evidence for the program.
- 3.2.12 Vendor is to provide written educational material to Medicaid members including, but not limited to, a program introduction letter, ongoing intervention handouts, reinforcement materials and post-intervention letters.
- 3.2.13 Vendor is to develop and distribute satisfaction surveys to members, prescribes and pharmacy providers and provide the results of these surveys to the Bureau
- 3.2.14 Vendor is to provide quarterly reports to the Bureau regarding program activity as agreed upon, including NCPDP messages sent to pharmacy providers, faxes sent to pharmacy providers and interventions performed by pharmacy providers.
- 3.2.15 Vendor is to provide reports to the Bureau regarding interventions resulting in avoidance of duplications of services, gaps in therapy and projected savings.
- 3.2.16 Vendor is to assist the Bureau in preparing a State Plan Amendment, if required, in order to reimburse pharmacy providers for professional services provided in the enhanced POS care coordination program
- 3.2.17 Vendor is to provide other reports to the Bureau, as required, in regard to the enhanced POS care coordination program
- 3.2.18 System Implementation - Vendor is to provide a system's implementation team. At a minimum, the team will include a project manager, system's analysis, and data base administrator. At a minimum (but not limited to), the implementation team will coordinate the following development and implementation activities/tasks with the Bureau's Project Management Team:

- 3.2.18.1 Begin detailed planning for data interfaces and conversion activities within the first two months of the project start
 - 3.2.18.2 Conduct and conclude all data interfaces and conversion activities prior to system installation.
 - 3.2.18.3 Begin implementation planning for all aspects of the project within the second month of the project.
 - 3.2.18.4 Plan for actual hardware requirements so equipment will be available when needed.
 - 3.2.18.5 Time the development of system modifications, training materials, and system documentation so as to occur prior to system testing and implementation
- 3.2.19 Operational Support - Vendor is to provide all necessary hardware, software, staff, and other resources to support the day-to-day operation and maintenance of the system.

3.3 Special Terms and Conditions:

- 3.3.1 Bid and Performance Bonds: Not applicable.
- 3.3.2 Insurance Requirements:

The Vendor as an independent Contractor is solely liable for the acts and omissions of its employees and agents. Proof of insurance will be provided by the Vendor at the time the contract is awarded. The Vendor will maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts, and omissions on the part of the Vendor, its agents and employees in the following amounts:

 - a. For bodily injury (including death): \$500,000.00 per person a minimum of \$1,000,000.00 per occurrence.
 - b. For property damage and professional liability: a minimum of \$1,000,000.00 per occurrence.
 - c. Workers' Compensation coverage is required.
- 3.3.2 Litigation Bond: Not applicable.
- 3.3.3 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.
- 3.3.4 Debarment and Suspension:

Successful vendor must certify that no entity, agency or person associated with the vendor is debarred or suspended.
- 3.3.5 Drug Free Workplace Act of 1988:

Successful vendor will provide a drug free workplace, and an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession, abuse or use of a controlled substance in the performance of the Contract.

PART 4 PROPOSAL FORMAT

4 1 Vendor's Proposal Format:

The proposal should be formatted in the same order, providing the information listed below:

Title Page - Should state the RFP Subject and number, the name of the Vendor, Vendor's business address, telephone number, name of authorized contact person to speak on behalf of the Vendor, dated and signed.

Table of Contents - Clearly identify the material by section and page number.

Section I – Understanding of the Scope of Work and Project Objectives

Vendor is to demonstrate their understanding of the scope of the project and specify their solution/application/services to be provided in response to Part 3.2 through 3.2 19 (Response should identify Parts to be provided.); a list of current projects in which the Vendor is now engaged; and a list of workloads now scheduled. Vendor is to provide a time line showing how they will be able to commence providing services upon award of the contract and continue to provide those services.

Section II – Vendor Experience and Qualifications

Vendor is to provide credible, detailed evidence of experience in providing enhanced POS care coordination system services to other state Medicaid pharmacy programs and additional capabilities in providing the required services. Vendor is to provide details of the background of the company/organization, the size and location of the company/organization, and the experience, capabilities, and resources of the company/organization which qualify and enable them to provide the service. At least three (3) Vendor references from similar projects within five (5) years should be included along with a detailed description of the work performed for each reference (Part 3.1). Each referenced project must include at least one key staff member proposed for this project. References should also include:

- a. The names of the staff members who worked on the project.
- b. The time period of the project.
- c. The contract cost.
- d. The schedule and actual completion date.
- e. The organization name, address, and current telephone number
- f. A specific contact person (name, title, and role in overseeing the Vendor's performance).

Competence

Vendor should demonstrate how it meets the following competence and independence requirements as specified in 42 CFR §438.354.

The Vendor should, at a minimum, meet the following requirements:

Staff with a demonstrated experience and knowledge of:

Medicaid pharmacy programs, pharmacy claims processing systems, pharmacy prior authorization programs, prospective drug utilization review, and retrospective drug utilization review, evidence based disease management guidelines.

Medical director, clinical pharmacy personnel, system personnel with experience in working with medical and pharmacy claims systems, personnel with experience in working with pharmacy prior authorization processes, and systems personnel with experience in

pharmacy claims analysis and reporting, systems personnel with experience in developing system interfaces and web-based analysis tools for pharmacy programs

Vendor should discuss its experience and capability related to the following tasks:

Experience with research in development of evidence-based guidelines for chronic disease prevention and treatment

Experience in development and implementation of evidence-based guidelines for the appropriate management of chronic diseases with pharmaceuticals and medical guidelines

Experience in training and credentialing pharmacy providers

Experience in communicating with Medicaid members and medical providers

Experience in implementing pharmacy programs in a Point-of-Sale system and communicating with pharmacy providers through approved NCPCP formatting

Experience in searching both medical and pharmacy claims for evidence of compliance with evidence based guidelines for disease management

Development of reports as required by the pharmacy program

Section III – Qualifications of Project Staff

Vendor shall provide a functional organizational chart indicating the proposed project structure. Indicate on the chart or separately the name of each proposed staff member and the percentage of time each proposed staff member will be dedicated to this project, expressed in FTEs. Key project staff to be listed (vendor titles may differ) may include:

- a. Project director and/or project manager
- b. Medical director and/or medical consultant.
- c. Clinical pharmacy personnel
- d. System personnel.

Vendor should provide job descriptions and resumes for the key project staff referenced above and any other staff who will work on any part of this contract, including optional tasks, specifying experience with vendor and relevant education, experience, and training.

The Department of Health and Human Resources reserves the right to reject any staff proposed or later assigned to the project and require the successful Vendor to remove them from the project. Whenever possible, the successful Vendor should notify the department within two (2) weeks prior to replacing any key staff.

Section IV – Project Work Plan

Vendor shall provide a proposed work plan, by task, discussing its approach to providing automated prior authorization services. An approach should be provided for each mandatory and each optional activity included in the Scope of Work. The work plan is to demonstrate a clear grasp of the overall project and services to be provided with specific action steps to assure the successful provision/completion of services. This work plan should detail how the vendor is to perform/complete the services required in the RFP Scope of Work to be performed, while dealing with any problems, unforeseen events, and opportunities the Vendor may encounter. An explanation of how the Vendor is to perform required activities in an efficient manner with regard to the BMS fiscal agent and BMS staff time should be included. The work plan should discuss, for each task, what functions staff will perform and what, if any, support will be needed from the Bureau.

Section V – Cost Proposal

Vendor must submit cost information for the first year of the contract and for each renewal period.

Costs should be broken out by task, including start-up costs, for each year

The cost proposal, with the bidder’s name, title, date, and signature, must be separately sealed and attached to the technical proposal. The cost proposal shall contain:

- a. The total amount proposed including a “not to exceed” figure. The total “not to exceed” cost is to contain all direct and indirect costs including travel and out of pocket expenses.
- b. Vendor is to submit costs following the cost proposal template, as laid out in RFP Part 4.5.
- c. If applicable, sign and submit the attached Resident Vendor Preference Certificate with the proposal

4.2 Evaluation Process:

4.2.1 Method of Evaluation:

The proposals will be evaluated by a committee of three (3) or more individuals in accordance with the criteria stated. The Vendor who meets all the mandatory specifications and attains the final highest point score of all vendors (possible one-hundred 100 points maximum) shall be awarded the contract. The selection of the successful vendor will be made by a consensus of the evaluation committee

4.3 Evaluation Criteria: The following are the evaluation factors and maximum points possible for technical point scores:

| | |
|--|----------------------------|
| Section I Understanding of the Scope and Objectives | 20 Points Possible |
| (Part 3, Part 4, Section I) | |
| Section II Vendor Experience and Qualifications | 30 Points Possible |
| (Part 4, Section II) | |
| Section III Qualifications of Project Staff | 15 Points Possible |
| (Part 4, Section III) | |
| Section IV Project Work Plan | 5 Points Possible |
| (Part 4, Section IV) | |
| Section V Cost of the Project | 30 Points Possible |
| (Part 4, Section V) | |
| Total | <u>100 Points Possible</u> |

Each cost proposal cost will be evaluated by use of the following formula for all vendors who attained the Minimum acceptable score only:

$$\frac{\text{Lowest price of all proposals}}{\text{Price of Proposal being evaluated}} \times 30 = \text{Price Score}$$

4.4 Minimum Acceptable Score:

Vendors must score a minimum of 70% of the total technical points possible. The technical points are listed above in Section 4.3. The minimum qualifying score on the technical portion is 49 points. All vendors not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.

The State will select the successful vendor's proposal based on best value purchasing which is not necessarily the vendor with the lowest price. Cost is considered but is not the sole determining factor for award. The State does reserves the right to accept or reject any or all of the proposals, in whole or in part, without prejudice, if to do so is felt to be in the best interests of the State.

Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. The State reserves the right, if necessary, to ask vendors for additional information to clarify their proposals.

See Next Page

4.5. Cost Proposal Format/Bid Sheets

| | Year 1 | Year 2 | Year 3 | Total |
|---|--------|--------|--------|-------------------|
| START-UP COSTS (DESIGN, DEVELOPMENT, & IMPLEMENTATION COST) | | | | |
| ANNUAL LICENSING FEES | | | | |
| ANNUAL OPERATION AND MAINTENANCE COST | | | | |
| ALL INCLUSIVE TOTAL PER YEAR | | | | GRAND TOTAL \$ |

Bidder

Signature

Title

Date

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

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

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

West Virginia Department of Health & Human Resources FEDERAL PROGRAM PARTICIPATION ACKNOWLEDGMENT, AUTHORIZATION, CONSENT, AND RELEASE

No person who is currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs shall be hired by the West Virginia Department of Health and Human Resources.

I am am not currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs.

Signature *Date*

I authorize and consent to a background check by the West Virginia Department of Health and Human Resources specifically to determine whether I am currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs. If hired, I also agree to periodic conduct of additional such background checks during the course of employment by the West Virginia Department of Health and Human Resources.

I release any persons and the West Virginia Department of Health and Human Resources and its agents, officials, representatives, employees, officers, or related personnel both individually and collectively, from any and all liability for damages of any kind that may result because of compliance with this acknowledgment and authorization.

For positive identification purposes, the following information is required when conducting a background check. This information is confidential and will not be used for any other purposes (please print):

Name _____
last name *first name* *middle initial*

Maiden/Other Names _____
(This should include other married names by which you have been known.)

Current Address _____
street/box# *city* *state*

NOTE: Your social security card must be presented for verification purposes.

Social Security # _____ **Date of Birth** _____
month/day/year

Driver's License Number _____ **State of Issue** _____

Signature *Date*

| EMPLOYING UNIT INFORMATION | |
|---------------------------------|----------------|
| Office/Facility/Region/District | Contact Person |
| Fax Number | Phone Number |

| FOR OPS USE ONLY | | | |
|-------------------|--------------------------|----------|-----------------------------------|
| HHS Match Outcome | <input type="checkbox"/> | Positive | <input type="checkbox"/> Negative |
| GSA Match Outcome | <input type="checkbox"/> | Positive | <input type="checkbox"/> Negative |
| | | Initial | Date |

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: _____