



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
DRS080666

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
SHELLY MURRAY 304-558-8801

RFQ COPY

TYPE NAME/ADDRESS HERE

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DIV OF REHABILITATION SERVICES
DISABILITY DETERMINATION SECT.
500 QUARRIER ST, SUITE 500

CHARLESTON, WV
25301

304-558-5340

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/17/2008				

BID OPENING DATE: 03/31/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
----- ADDENDUM NO. 1 -----						
THIS ADDENDUM IS ISSUED TO ADDRESS QUESTIONS RAISED PRIOR TO THE QUESTION SUBMISSION DEADLINE OF 03/05/2008.						
ATTACHMENT: QUESTIONS AND ANSWERS						
THE BID OPENING DATE IS BEING EXTENDED:						
FROM: 03/26/2008						
TO : 03/31/2008						
0001	1	EA		961-72		
TRANSCRIPTION SERVICES, LEGAL AND MEDICAL						
EXHIBIT 10						
REQUISITION NO.: DRS080666						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract 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
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
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DIV OF REHABILITATION SERVICES
DISABILITY DETERMINATION SECT.
500 QUARRIER ST, SUITE 500

CHARLESTON, WV
25301

304-558-5340

DATE PRINTED 03/17/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 03/31/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 1					
NO. 2					
NO. 3					
NO. 4					
NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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 SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>REV. 11/96</p> <p>----- END OF ADDENDUM NO. 1 -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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ADDENDUM #01
DRS080666

1. Is there a performance bond requirement?
 - A. There is no performance bond requirement for this project
2. Are references required?
 - A. Per 3.2.9, the vendor must have a minimum 5 years experience. While references are not requested, the vendor should provide documentation proving that he has performed the same or similar services for a minimum five year period.
3. What is the basis for the award?
 - A. Per 1.12 of the original RFQ, Award shall be made to the vendor with the lowest all-inclusive per line cost meeting the specifications of the RFQ.
4. What is the volume of defined lines for the last year of the present contract?
 - A. Per 1.1 of the RFQ, third sentence, approximately 1.7 million lines.
5. Would "safe and secure" as the location of production, include an employee in the US working from their home?
 - A. No, we require all transcription to be done on-site at the vendor's business location.
6. Although this is an RFQ rather than an RFP, is it permitted or encouraged to submit a proposal along with the price quote?
 - A. The evaluators will only be able to consider responses to mandatory specifications contained in the RFQ. Any additional information would not be considered.
7. How many total physicians will need access to the system? What percent dictate each month?
 - A. Currently, there are approximately 65 sources that use the dictation service. Almost all dictate reports at least once a month.
8. How many dictators presently submit tapes?
 - A. We are aware of no sources at the present time submitting tapes.

9. If our server has room to accommodate all DDS personnel and 100 DDS dictators simultaneously without problem or busy signal, is it necessary to have a system exclusively dedicated to DDS? This would raise the price considerably.
 - A. DDS would want sufficient and adequate lines dedicated to both DDS personnel and other DDS dictators to insure no delays or interruptions in workflow. If this could be accomplished without having a system "exclusively" dedicated to DDS, we would have no problems with this. Specification 3.2.1, second sentence is changed to read: These lines must be available twenty-four hours a day, seven days a week, for the use of physicians, psychologists, and others that perform examinations for DDS under this agreement.
10. Our experience has been that voice activated systems sometimes cut off dictators with a soft volume or low pitch. Consequently our system stays on unless put on pause by the dictator. Do we need to register an exception to that requirement?
 - A. Yes, the agency accepts this exception. Specification 3.2.2, third sentence, is deleted and replaced with the following: "The system must have voice activated stop/start, or a system that stays on unless put on pause by the dictator, and playback capability, audible end-of-tape warning, and automatic "hunt system". The vendor must provide adequate instruction to the sources to assure proper operation."
11. Each dictator will have a secure ID and password to log on and print their own reports. What percent of dictators have the ability or will agree to do this?
 - A. We estimate that approximately 90% of the dictators would have the ability and would agree to this.
12. Page 5, para 3.2.4 says work must be typed and returned to DDS within 24 hours of dictation. Page 7, para 3.2.10.C says that dictated reports must be transcribed and returned to DDS within two working days of dictation. Please clarify.
 - A. Our expectation and requirement is a one day (24 hour) turn-around time for dictation. We would consider the vendor to be in failure if we did not receive 95% of the reports within two days.
13. Page 6 para 3.2.10 "Work deemed unsatisfactory by DDS ...will be done at one-half price.... This includes ...work that is not accomplished in a timely manner..." Page 7, para C says that if less than 98% of the work is judged unacceptable because of quality or turn around time during a month, then that month's work is considered unacceptable. If this continues for a further month, the contract price per line is reduced by 10%. Please clarify. Would a price reduction be taken if 1% of the work were judged unsatisfactory? What would be the rate of reduction?

- A. There is no quality issue involved as long as at least 98% of the source's work is deemed acceptable. If this criteria is not met and performance is still not satisfactory 30 days after written notification to the source, only then is the contract line rate reduction of 10% implemented.
14. In the following section, 1.2., second paragraph, last sentence references reports to be forwarded by mail. Is it acceptable to return reports electronically or be accessed electronically? Or, is it required that the service print and mail the reports back to the dictator?
- A. If reports are returned to the dictator electronically, it is not necessary to also mail copies. It should also be noted that it is no longer necessary for the vendor to install equipment in the DDS for the purpose of transmitting copies of the reports.
15. In the following section, 3.2.4, there is a reference to mailing. If the documents are electronically returned, does this mean no mailing is necessary? Or, is mailing the letters requested in addition to returning electronically?
- A. If the documents are returned electronically, no mailing of additional copies is necessary. However, should there be any reason why reports can not be returned electronically, the vendor is responsible for mailing the reports the day they are transcribed and would assume the cost of postage and envelopes for such mailings.

Additional Clarification:

Specification 3.2.5 A is deleted and replaced with the following: "The vendor is to transmit daily information on the reports that have been transcribed, to include: name of the claimant, SSN, name of the doctor, and date of transcription with the number of lines for this particular report. This information should be faxed or electronically transmitted to the DDS on a daily basis. Any electronic submission must be in compliance with SSA requirements, i.e., either the ERE website through the Secure Messaging Option, or encrypted if sent via e-mail to prevent any loss of PII and PHI".

Specifications 3.2.5 B., C., and D. are deleted in their entirety.

1.10 Schedule of Events:

Release of the RFQ.....	02/13/2008
Vendor's Written Questions Submission Deadline.....	03/05/2008
Addendum Issued.....	03/17/2008
Bid Opening Date.....	03/31/2008