



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
 DJS010290

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 BUYER 32
 304-558-2544

RFQ COPY
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DIVISION OF JUVENILE SERVICES
 VARIOUS LOCALES AS
 INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/30/2010				

BID OPENING DATE: 08/12/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		952-62		
ADDENDUM NO. 1 THIS ADDENDUM IS ISSUED TO ANSWER ALL TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF RFQ DJS010290. BID OPENING DATE REMAINS: 08/12/2010 BID OPENING TIME REMAINS: 1:30 PM ***** ***** END ADDENDUM NO. 1 ***** TO PROVIDE MENTAL HEALTH SERVICES TO VARIOUS CENTERS ***** THIS IS THE END OF RFQ DJS010290 ***** TOTAL:						

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

Addendum DJS010290

1. Regarding the time proportions for the staff mentioned in the RFQ, if the individuals exceed the times placed in the RFP, is it the responsibility of the company to pay for services provided? Are services to stop being rendered once the individual reaches the maximum allowable by the RFQ? If there is more need, who pays for the additional services?

A: The contract provides for PRN services so if a particular staff member exceeds their hours on a monthly basis the additional time could be paid based on the PRN schedule. The hour limitations are based on a monthly (4 weeks) calendar so if a staff member exceeds their time on a regular basis their usage would be reviewed and compensated based on the PRN schedule or limited for future periods if not justified.

2. Did the time proportions for each position come from a dollars standpoint, or a growth in service stand point?

A: The time proportions are based on past usage.

3. With regards to the PRN positions, can multiple individuals fulfill one role, for example, can three Nurse Practitioners divide the one PRN position?

A: Yes as long as all staff have the required credentials and experience.

4. Being an RFQ, is there a requirement for job descriptions or actual resume's to be placed with the proposal, or will the state be awarding the contract based solely on quote?

A: Resumes will be requested to verify credentials and experience before a contract will be awarded. These can be included with the bid if possible.

5. Once the contract is awarded, how quickly must the winning bid provide the state a staffing plan for the contract?

A: The number of hours required are listed in the contract, the proposed Staff Members should be included in the proposal to so DJS can verify qualifications.

6. What telemedicine system is currently being used by DJS? Will the vendor be required to provide IT support?

A: DJS currently uses a polycom system. The successful bidder may visit on or our sites to utilize our system or use their own. The only support that would be needed would be on the vendors own system which would be their responsibility.

7. Is it acceptable for other professionals (Master's level nurses, psychologists, or social workers) to provide on-call services, or is that strictly to be provided by the psychiatrist?

A: Vendor will provide mental health crisis intervention services that will be available 24/7 via on-call duties. A list of available on-call **mental health staff (other qualified staff is acceptable but a psychiatrist should always be available as a backup)** will be provided with names and contact numbers. (Mental health equivalent of the duty officer) Vendor will also provide quarterly notification(s) in writing to of the mental health professionals' on-call for all contracted facilities, to include names and contact numbers.

8. Is crisis intervention to be provided in person, or is telephone and telemedicine interventions acceptable for crisis situations?

A: Telephone and telemedicine interventions ARE acceptable for crisis situations.

9. With regards to crisis services, are there a maximum amount of hours the vendor is able to bill? If exceed that limit, will the vendor be reimbursed for those services?

A: If the maximum hours on the contract are exceeded PRN services will be utilized.

10. With regards to "on-site visits for chart reviews", are those visits part of compliance, or to show service provision?

A: Both

11. Besides the bid sheet, and other government related documents, what other documentation is expected to be part of the proposal?

A: A list of the proposed staff and their resumes to verify qualifications.

12. Is there a current vendor?

A: Yes there is a current vendor.

13. If so, is the current vendor meeting all contract deliverables?

A: The current vendor is meeting all of the deliverables on the previous contract but some deliverables have been added.

14. How long has the current contract been in place?

A: 3 years

15. What is the current value of the contract?

A: Approximately \$148,500 annually. Please note that this is an open end contract. All quantities listed in this Request for Quotation are estimates. The agency may utilize more or less of the provided services on an as needed basis. There is no guarantee of cost volume on this contract.

16. Please provide more information about the travel required by the psychiatrist, regional director, program director, and psychiatric clinical director?

A: Travel is between DJS facilities mostly day trips with very few overnight stays.

17. What do current services cost?

A: See Question #4

18. Is on call psychiatric services expected? If so, is there a rotation schedule? How often is the on call psychiatric provider required to come to the facility? Are rounds required on weekends?

A: Vendor will provide mental health crisis intervention services that will be available 24/7 via on-call duties. A list of available on-call **mental health staff (other qualified staff is acceptable but a psychiatrist should always be available as a backup)** will be provided with names and contact numbers. (Mental health equivalent of the duty officer) Vendor will also provide quarterly notification(s) in writing to of the mental health professionals'.

Telephone and telemedicine interventions ARE acceptable for crisis situations. Very seldom if ever will the on call staff need to go to the facility. No weekend rounds are required.