



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
BHS12009

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
 VARIOUS LOCALES AS
 INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/06/2011				

BID OPENING DATE: 09/15/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. EXHIBIT 10						
REQUISITION NO.: BHS12009						
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:						
NO. 1						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. 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).



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<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 style="text-align: center;">..... SIGNATURE COMPANY DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">END OF ADDENDUM NO. 2</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR		270-00		
BLANKET CONTRACT FOR PHARMACY SERVICES & SUPPLIES						
***** THIS IS THE END OF RFQ BHS12009 ***** TOTAL:						

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ADDENDUM #2

BHS12009

1. **Remove from the mandatory requirements the following section:.**

Section V: Supply each facility with bar-coded "Stock Drugs". Stock Drugs are OTC medications and will be supplied at no charge to the facilities. (Please see attachment I for list of Stock Drugs). Generics are acceptable for stock drugs.

2. **Remove, Attachment I, from the mandatory requirements completely.**

3. Question: Will the contract go to the lowest bidder regardless of services offered?

Answer: The contract will go to the lowest vendor that meets all specifications.

4. Question: Is the State's expectation that the vendor will furnish stock drugs at a net loss to the vendor (not taking into account any third party billings)?

Answer: NO

5. Is the State's expectation that the vendor's rates for the other products will cover the costs of furnishing stock drugs at no additional cost?

Answer: NO

6. Is the State's expectation that the vendor's anticipated costs for "stock drugs" will be included in the vendor's "monthly service fee" portion of the bid?

Answer: NO

7. What legal authority is the State relying on to support requiring the vendor to provide certain products/services (*i.e.*, stock drugs) at rates that are insufficient to cover the vendor's costs?

Answer: No longer a requirement, see item 1 and 2 of this addendum.

8. What legal authority is the State relying on to support requiring the vendor to provide free stock drugs to the State?

Answer: No longer a requirement, see item 1 and 2 of this addendum.

9. If vendors are expected to furnish stock drugs—or any other products/services required under the contract—at a net loss (not taking into account any third party billings), does the State intend to seek an Advisory Opinion from the Department of Health and Human Services OIG to ensure that neither the State nor the vendor will be sanctioned for violating the federal anti-kickback statute in connection with the contract?

Answer: No longer a requirement, see item 1 and 2 of this addendum.

10. Absent the state seeking an OIG Advisory Opinion for this arrangement, what assurances can the State provide regarding potential legal risks to the vendor associated with this contract?

Answer: No longer a requirement, see item 1 and 2 of this addendum.

11. Would the State be willing to provide an indemnification to the vendor against legal risks under the federal anti-kickback statute, given that the State is dictating the terms of the contract?

Answer: No. The State does not indemnify vendors.

12. Does the department believe that the current consulting pharmacist rate of \$300/month constitutes a below fair market value rate for consulting pharmacist services?

Answer: The vendors are to respond to the RFQ in accordance with the specifications and all addenda. The department cannot address this subjective question as what the vendor believes and what other vendors believe may be totally different and by addressing what the department believes may give one vendor an unfair advantage over the other.”

13. Does the department expect that bidders for the current contract will similarly bid below fair market value rates consulting pharmacist services?

Answer: No comment. The department can't determine what the bidders will bid until the bids are received.”

14. Has the department consulted with state or federal OIG regarding whether its current contract could lead to an enforcement under the anti-kickback statute?

Answer: No longer a requirement, see item 1 and 2 of this addendum."

15. Does the department believe it can solicit below fair market value services because it is a state entity?

Answer: NO

16. The RFP seems to suggest that the Pharmacy will be receiving orders electronically from Vista. Is this correct?

Answer: YES

17. If so, how will the Pharmacy obtain the signed paper copy, required by law, for our files?

Answer: Any order requiring a signature (controlled substances) are faxed. A faxed signature constitutes a legal signature.

18. Will the Pharmacy also receive a faxed copy of the Physician's Order?

Answer: YES

19. Does Vista transmit an electronic Physician Order to the Pharmacy?

Answer: YES

20. Will the Pharmacy be expected to provide the facility with bar code scanners?

Answer: NO

21. Will the Pharmacy be expected to provide the facility with bar code label printers?

Answer: NO