



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFO NUMBER
 WEH90114

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 ROBERTA WAGNER
 304-558-0067

VENDOR

Beckman Coulter, Inc.
 Attention: Ray Stagg
 212 Gallatin Street
 Ravenswood, WV 26164

RECEIVED

HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL

2009 FEB 18 A 10:53

54 MCDOWELL STREET
 WELCH, WV

PURCHASING DIVISION
 STATE OF WV

24801

304-436-8710

DATE PRINTED 01/21/2009	TERMS OF SALE Net 30 days	SHIP VIA	FOB (see below)	FREIGHT TERMS (see below)
BID OPENING DATE: 02/19/2009				

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
001	2	EA	193-12			
OPEN-END BLANKET CONTRACT FOR REAGENTS/CONSUMABLES PLUS THE PURCHASE OF 2 (TWO) NEW FULLY AUTOMATED HEMATOLOGY ANALYZERS. Beckman Coulter ('BCI') Response: Part No. 179511 - LH500 Hematology System(s) List Price: \$145,000.00 (each)				Net Unit Purchase Price: Extended Net Price: \$50,000.00 x 2 = \$100,000.00 Net purchase price of \$100,000.00 based upon Amerinet Contract No. VL05000, plus the trade-in and return to BCI of 2 Coulter MaxM Hematology Systems (Serial Numbers Z08099 and RAF18018). INSURUMENI-FOB: SHIP POINT, DO NOT ADD FREIGHT TO INVOICE REAGENT-FOB: SHIP POINT, AS BECKMAN AGREES TO WAIVE FREIGHT CHARGES IN CONNECTION WITH SHIPMENT OF REAGENIS. EMERGENCY SHIPMENTIS WILL BE SHIP POINT-ADD FREIGHT TO INVOICE.		
REQUEST FOR QUOTATION TO PROVIDE TWO NEW FULLY AUTOMATED HEMATOLOGY ANALYZERS (COULTER LH 500 HEMATOLOGY SYSTEMS OR EQUAL), FOR THE LABORATORY AT WELCH COMMUNITY HOSPITAL AND AN OPEN END CONTRACT TO PURCHASE REAGENTS/CONSUMABLES FOR USE WITH THE HEMATOLOGY ANALYZER SYSTEMS, PER THE ATTACHED SPECIFICATIONS.						
RE-BID OF WEH90093						
REAGENT/CONSUMABLES CONTRACT WILL BE FOR A ONE YEAR PERIOD WITH THE OPTION OF TWO (2), ONE (1) YEAR RENEWALS. Beckman Coulter offers (above) Cash-Purchase proposal for 2 LH500 Systems with 1-year Warranty, plus a 36-month reagent/consumable contract based upon Amerinet-Tier 3 Discount pricing schedule on BCI proposal no. 32755US (attached to this RFQ-response)						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Ray Stagg* TELEPHONE: (800) 526-3821 DATE: 2/16/09

TITLE: FEIN: 95-1040600

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 fee.
5. 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.
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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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SHIP TO

HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL
 454 MCDOWELL STREET
 WELCH, WV 24801 304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/21/2009				

BID OPENING DATE: 02/19/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>AWARD..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN 95-1040600	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 02/03/2009. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTION</p>						

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<p>ARE REFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>PLEASE NOTE: THE PRICE ADJUSTMENT IS ONLY APPLICABLE TO THE REAGENTS/CONSUMABLES. EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER</p>						

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<p>ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</p> <p>IF THE VENDOR CANNOT GUARANTEE A FIRM PRICE FOR THE LIFE OF CONTRACT, HE MUST INDICATE ONE OF THE PARAGRAPHS LISTED BELOW. FAILURE TO QUALIFY THE PREFERRED TERMS WILL BIND THE VENDOR TO A FIRM PRICE FOR THE LIFE OF THE CONTRACT.</p> <p>ALTERNATE TERMS: () THE PRICES ON THIS CONTRACT WILL REMAIN FIRM FOR DAYS AFTER THE EFFECTIVE DATE OF THE CONTRACT. PRICES WILL REMAIN FIRM AFTER EACH PRICE ADJUSTMENT FOR A MINIMUM OF DAYS.</p> <p>(XXX) THE VENDOR DOES NOT AGREE TO MAINTAIN A FIRM PRICE FOR THE LENGTH OF THE CONTRACT BUT OFFERS AN ALTERNATE PROPOSAL AS FOLLOWS:</p> <p>Hematology-Reagents and consumables for the proposed LH500 Systems will be based upon the ongoing Amerinet-Contract Number VL05000 of which Welch Community Hospital is an participating Member and upon which prices will remain firm through the end of that Amerinet Contract</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING</p>						

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<p>ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

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BUYER:-----RW/FILE 22----- RFQ. NO.:-----WEH90114----- BID OPENING DATE:-----02/19/2009----- 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): >>HEMATOLOGY SALES CONSULTANT: RAY STAGG: (304)549-1771<< ACCOUNT SALES CONSULTANT: TAMMY CHIPLINSKI: (304)281-5929 CUSTOMER SERVICE SPECIALIST: KIM BROADY: (800)526-3821 0002 JB 193-12 (Estimate of \$21,320.92 in Reagents per Year) 1 OPEN END CONTRACT TO PROVIDE REAGENTS/CONSUMABLES ***** THIS IS THE END OF RFQ WEH90114 ***** TOTAL: (refer to Page 16 for total numbers)						

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REQUEST FOR QUOTATION
Department of Health and Human Resources
Welch Community Hospital
RFQ #WEH90114

GENERAL INFORMATION

Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the Department of Health and Human Resources, Bureau for Behavioral Health Facilities, Welch Community Hospital, "Agency" is soliciting Quotations to purchase two (2) new fully automated hematology analyzers, Coulter LH 500 Hematology System or equal, for the Laboratory at Welch Community Hospital and to purchase reagents/consumables for the hematology analyzer systems.

Project:

The mission or purpose of this project is to purchase two (2) new hematology analyzers, Coulter LH 500 Hematology System or equal, for the laboratory at Welch Community Hospital as well as the purchase of necessary reagents/consumables to be used as needed with the hematology analyzers purchased.

OPERATING ENVIRONMENT

Location

Facility is located in McDowell County at Welch Community Hospital, 454 McDowell Street, Welch WV 24801

Background:

Welch Community Hospital is a 124 bed hospital, 59 of which are Long Term care beds. Acute care beds include: 8 Intensive care beds; 2 pediatric beds; 10 obstetrical beds and 45 medical/surgical beds. The hospital serves the counties of McDowell, Wyoming and Mingo with a total market population of about 83,000.

The following numbers represent the typical utilization encountered by the outpatient service area of Welch Community Hospital for the 2007 fiscal year:

Emergency Room Patients – 10,441
 Observation Visits – 542
 Clinic Patients – 25,524
 Surgeries – 343
 Deliveries – 78
 Laboratory Tests – 771,015
 Radiology – 15,063
 CAT Scans – 2,529
 Ultrasound – 1,869

WEH – Reagents/Consumables

Mammography – 633
 Respiratory Tests – 21,402
 Electrocardiograms – 4,231
 Admissions – 974
 Long Term Card ADC (48 Patients per day) – 94%
 Overall ADC (60 Patients per day) – 66%
 Total Patient Days (17,514 Long Term Care and 4,496 Acute Care Days) – 22010

Outpatient Services Provided Are:

Primary Care and Family Practice in a Certified Rural Health Setting
 Pediatric Clinic
 Newborn Care
 Internal Medicine
 Surgery
 Emergency Room Services
 Radiology Services Including:
 Diagnostic
 CAT Scan
 Ultrasound
 Mammography
 EKG, Cardiac Doppler Studies, Stress Testing and Respiratory Therapy Services
 Laboratory Services

PROCUREMENT SPECIFICATIONS

General Requirements

The purpose of this project is to purchase two (2) new fully automated hematology analyzers, Coulter LH 500 Hematology System or equal, and reagent/consumables for Welch Community Hospital.

WEH – Reagents/Consumables

Scope of Work:

The vendor shall provide hematology analyzer equipment and reagent/consumables **as needed** for the Laboratory at Welch Community Hospital. Hematology analyzer equipment will include computer, monitor, keyboard, and laser printer.

1. The vendor will ensure that a local engineer/technician is available to provide service within 12 hours or less of receiving a service call during normal business hours 8:00 am to 5:00 pm, 24 hours or less during all other hours of operation, including weekends and holidays. Also, Technical support must be available via telephone 24 hours a day/7 days a week to troubleshoot problems and/or answer staff questions.
2. Reagents and consumables will be shipped as requested within six (6) days of the vendor receiving the order
3. All reagents and test kits must have a minimum shelf life of ninety (90) days or more beyond date of receipt. Also, the vendor will ensure that each of the reagents delivered to the hospital have the maximum shelf life available for that specific product.
4. The number of tests kits listed on the cost sheet is for bidding purposes only. The vendor will be required to provide actual quantities needed, be it more or less.
5. Reagents will not have to be mixed before using and be immediately ready to put on the analyzer. Reagents must not need to be frozen or reconstituted-they must be ready to use out of the refrigerator.
6. All products and equipment are to be quoted FOB Destination, unless otherwise stated in vendor's quotation.
7. Warranty must include 1 year on parts, labor and travel during Standard Business Hours.
8. References shall be provided upon request.

Equipment Specifications:

The instrument must meet or exceed the following requirements:

A. SAMPLE HANDLING

1. System must have automated sample handling, including mixing and cap-piercing capability for at least 25 samples.
2. System must be able to automatically mix, sample and analyze calibration and control materials.

B. FAIL-SAFE Sample Management

1. Must have FAIL-SAFE sample management system:

WEH – Reagents/Consumables

- a. Positive tube identification (tube bar-code read at time of aspiration).
- b. Positive cassette/position identification (cassette and position bar-code read at time of aspiration).

C. Sample Volume

System shall perform the following:

1. Require 185ul (micro liter) whole blood for analysis in the automated (cap-piercing) mode.
2. Require 125ul sample in the manual or pre-dilute mode of a 1:3 dilution (minimum 50ul whole blood)
3. Require 50ul whole blood with 4 drops reagent A and 2ml (milliliter) reagent B for retic mode.
4. Automatic probe wipe and wash in manual mode
5. Dual sample aspiration verifiers.
6. Specimen integrity check during and after aspiration

D. Positive Barcode ID

1. System must have bar code capabilities.
2. System must have 2 identification fields, each of which can be alphanumeric or alpha or numeric up to 16 characters.
3. System must have a bar coded cassette number and position for additional audit trail allowing operator to easily identify the tube if further review is necessary.

E. Counting, Differential and Flagging Technology

1. Must extend analysis time for cytopenic samples (RBC {Red Blood Cells}, Plt {Platelets} and WBC {White Blood Cells}).
2. Must directly measure MCV (Mean Corpuscular Volume).
3. Must have visual displays of RBC volume distribution curves over the range 24 – 360 fl (femto-liter) using 256 channels which are 1.31 fl in size to provide maximum resolution.
4. Must have visual displays of Platelet volume distribution curves from 2 – 20 fl using 64 channels which are 0.28 fl in size to provide maximum resolution.
5. Must use sweep flow to maximize sensing in the RBC/Plt apertures.
6. Must provide a differential analysis in a single channel using the three technologies of volume, conductivity, and scatter in order to maximize resolution, specificity, and efficiency.
7. Must be able to provide a differential on WBC equal or greater than 100 cells/ul.
8. Must directly measure each leukocyte population (vs. calculated parameters) in order to provide more accurate results.

9. Must analyze leucocytes in their near-native state so as not to physically or biochemically alter their morphology (No cytochemical stains, therefore a much cleaner system and more reliable results).
10. Must include customer definable definitive flags and instrument generated suspect flags.

F. Modes of Operation

1. Must be capable of automatic, cap-piercing whole blood mode running by profile type:
 - a. CBC
 - b. CBC/Differential

G. Parameters:

1. System must perform and display a hematology profile consisting of at least the following 26 parameters:
 - a. White Blood Cell Count per ul.
 - b. Lymphocyte % (by percentage).
 - c. Monocyte %.
 - d. Neutrophil %.
 - e. Eosinophil %.
 - f. Basophil %.
 - g. Lymphocyte # (by whole number).
 - h. Monocyte #.
 - i. Neutrophil #.
 - j. Eosinophil #.
 - k. Basophil #.
 - l. Red Blood Cell Count per ul.
 - m. Hemoglobin g/dl (gram per deci-liter).
 - n. Hematocrit %.
 - o. Mean Corpuscular Volume per fl (femto-liter).
 - p. Mean Corpuscular Hemoglobin pg (pico-gram).
 - q. Mean Corpuscular Hemoglobin Concentration g/dl.
 - r. Red Cell Distribution Width %.
 - s. Platelet Count per ul.
 - t. Mean Platelet Volume fl.
 - u. Plateletcrit %.
 - v. Platelet Distribution Width %.

- w. Reticulocyte #.
- x. Reticulocyte %.
- y. Mean Reticulocyte Volume.
- z. Immature Reticulocyte Fraction.

H. Data Management

System must provide an Information Management System offering flexibility for easy interfacing, addition of peripheral devices and future software via disk

I. Information Management

Information Management System must be able to provide:

1. 3 different levels of user access for security of data and system configuration.
2. At least 20,000 numeric patient results, including graphic results and list mode data.
3. An unlimited number of user-definable control files.
4. An unlimited number of patient control files.
5. Setup of files for each shift worked.
6. Record reagent information lot numbers.
7. Entry of control data from diskette.
8. AutoStop in the event of unacceptable control data.
9. A database of location and physician.
10. User defined decision rules to optimize and standardize laboratory processes 24hrs a day.
11. Transmission of patient results, control results, numeric and graphic to as host computer.

J. Short Term Storage

Must provide short term storage for:

1. Startup log
2. Calibration.
3. Reproducibility.
4. Carryover.
5. Maintenance
6. System Events

K. Quality Control (QC)

1. System must combine the following QC techniques:
 - a. Storage and analysis of commercial control data.
 - b. Daily instrument checks.
 - c. Patient results by operator.
 - d. Storage of patient results with XB analysis with AutoStop function after two successive batches exceed limits.
 - e. Archive any or all control data to floppy disk.
 - f. Interlaboratory Quality Assurance Program (IQAP).
2. IQAP assessment.
3. Automated calibration with values from diskette.

L. MAINTENANCE

System must have zero routine daily maintenance which includes utilization of the following features:

1. Self-cleaning blood sampling valve.
2. Proprietary pull-apart pinch tubing.
3. Cleaning agent, which eliminates the need for routine bleaching.
4. Burn circuit, which purges apertures of sample residues after each cycle with specified voltage.
5. Automatic anti-clog device for VCS (Volume, Conductivity, Scatter) Cell Analysis Chamber.
6. Must have "STAT" capability with positive bar code identification.
7. Cap piercing needle should be single needle assembly, which both pierces and vents while minimizing trauma to the rubber cap.
8. Must provide sensing alerts for low reagents.
9. Manufacturer must provide commercial control materials for routine quality control of CBC and extended differential parameters.

M. Throughput

System must have a throughput of up to 75 samples per hour in the CBC Primary mode when processing samples with the following criteria:

WEH – Reagents/Consumables

WBC > 7.0×10^3 cells/ul.

RBC > 5.0×10^6 cells/ul.

Plt > 300×10^3 cells/ul.

Term of Contract

This contract shall be for the period of one year with the option of two (2) one (1) year renewals

Cost Evaluation

It is preferred that each responder use the cost proposal sheet provided.

Award will be based on the overall lowest grand total.

Payment

The vendor shall submit invoices, in arrears, to the facility at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract.

Payment for equipment will be made in arrears, upon completion of delivery, installation and in-service training and receipt of invoice.

Payment for reagent and consumables will be made in arrears upon delivery of reagents/consumables. State law forbids payment of invoices prior to receipt of goods or services.

REFER TO ATTACHED BECKMAN COULTER PROPOSAL CONTRACT NO. 32755US.

**Cost Sheet
WEH90114**

Equipment Description		Quantity	Equipment Each	Total Equipment Cost
1	Coulter LH 500 or equal	2	\$50,000.00	\$ \$100,000.00
2	Equipment Delivery and Inservice Training	1	\$ 0.00	\$ (INCLUDED)
3	Year 2 Maintenance Agreement Upon Renewal	1	\$11,655.00	\$ \$23,310.00
4	Year 3 Maintenance Agreement Upon Renewal	1	\$11,655.00	\$ \$23,310.00
Total				\$ \$146,620.00

NOIE: Net Instrument Purchase Prices are mandated by (A) the Trade-in and Return of the two MaxM* Instruments to Beckman Coulter.
 *The estimated annual usage per unit is based on the following estimated number of test (Serial No. (CBC /Diff's 26,828, Control Runs 7,300 per year and 2 Calibration procedures per year per RAF18018 and per instrument) to be performed using the Coulter LH 500 or equal: Z08099.

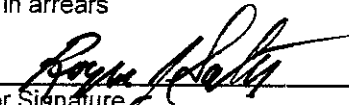
Item No.	Reagent/Consumable Description	Vendor Item Number	*Estimated Annual Usage Per Unit	Unit Price	Estimated Annual Cost
1	LH 700 Series Diluent, 20 L or equal	8547194	114	\$ 25.02	\$ 2,852.28
2	Lyse S III dif, 5 L or equal	8546796	12	\$ 317.12	\$ 3,805.44
3	LH 700 Series Pak, EA or equal	8547195	16	\$ 137.77	\$ 2,204.32
4	LH Cleaner, 10 L or equal	721543	14	\$ 47.16	\$ 660.24
5	Latron Control, 5x16mL or equal	7546914	18	\$112.13	\$ 2,018.34
6	Latron Primer, 5x16mL or equal	7546915	18	\$46.43	\$ 835.74
7	5C Tri-Pak, 12x3.3mL or equal	7547116	48	\$180.38	\$ 8,658.24
8	S-CAL, 2x4.2mL or equal	624519	4	\$ 71.58	\$ 286.32
9*				\$	\$
10*				\$	\$
11*				\$	\$
12*				\$	\$
13*				\$	\$
14*				\$	\$
15*				\$	\$
Total Reagent/Consumables				(B)	\$ \$21,320.92 (one year)

Grand Total (A)+(B) **\$167,940.92**

* Add any additional reagents/consumables that would be in addition to the items listed above with estimated annual usage based on the above estimated numbers to allow items to be included in the evaluation process.

Award will be made on the overall grand total of all items requested

Vendor will invoice hospital for reagents/consumables and payment will be made in arrears
 Vendor will invoice hospital for equipment, delivery, and inservice, payment will be made in arrears.
 Vendor will invoice hospital upon renewal for maintenance agreement quarterly and payment will be made in arrears

Vendor Signature:  Vendor Name: BECKMAN COULTER, INC. Date: 2/16/09

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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 owed is an amount greater than one thousand dollars in the aggregate

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

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 materials, 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.

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. 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>

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated

Vendor's Name: BECKMAN COULTER, INC.

Authorized Signature:  Date: 2/16/09

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) **West Virginia Code, §5A-3-37**, 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**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 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,
 Bidder is a partnership, association or corporation resident vendor and 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 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,
 Bidder is a 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; or,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 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; or,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 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 Bidder's 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; or,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; 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.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

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.

Bidder: BECKMAN COULTER, INC. Signed: (NOT APPLICABLE)

Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above which you are entitled to receive

**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 fee.
5. 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.
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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130