



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
CME12075

PAGE
1

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

VENDOR	RFQ COPY
	TYPE NAME/ADDRESS HERE
	713133556 800-282-7300
	Laboratory Corporation of America Holdings (LabCorp)
	6370 Wilcox Road Dublin, OH 43016-1296

SHIP TO	HEALTH AND HUMAN RESOURCES
	BUREAU FOR PUBLIC HEALTH
	OFFICE CHIEF MEDICAL EXAMINER
	619 VIRGINIA STREET, WEST
	CHARLESTON, WV 25302 304-558-4865

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/29/2011				

BID OPENING DATE: 11/03/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		93-88		
<p>OPEN END CONTRACT FOR HISTOLOGY LABORATORY SERVICES.</p> <p>FOR THE OFFICE OF THE CHIEF MEDICAL EXAMINER PER THE ATTACHED SPECIFICATIONS AND REQUIREMENTS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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</p>						

RECEIVED
 2011 NOV -3 AM 9:39
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>[Signature]</i>	TELEPHONE 614-210-2860	DATE October 31, 2011
TITLE Vice President, Controller	FEIN 13-3757370	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/vro/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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VENDOR	RFQ COPY
	TYPE NAME/ADDRESS HERE

SHIP TO	HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA STREET, WEST CHARLESTON, WV 25302	304-558-4865
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<p>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> <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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND</p>						

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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HEALTH AND HUMAN RESOURCES
 BUREAU FOR PUBLIC HEALTH
 OFFICE CHIEF MEDICAL EXAMINER
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 CHARLESTON, WV
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<p>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. 05/26/2009</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 10/18/2011. 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 QUESTIONS ARE PREFERRED. 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>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL</p> <p style="text-align: center;">SEE REVERSE SIDE FOR TERMS AND CONDITIONS</p>						

SIGNATURE	TELEPHONE	DATE
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 BUREAU FOR PUBLIC HEALTH
 OFFICE CHIEF MEDICAL EXAMINER
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 CHARLESTON, WV
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<p>POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</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>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>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>						

SIGNATURE			TELEPHONE		DATE
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE	

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OPEN END CONTRACT FOR HISTOLOGY LABORATORY SERVICES

Vendor services and capabilities to be provided must include the following specifications and requirements:

1. All specimens referred to the vendor must be processed at their location, under the direction of a board certified pathologist. The successful vendor must be accredited by the Center for Medicare and Medicaid Services and the College of American Pathologists.
2. Shipping containers will be provided by the Office of the Chief Medical Examiner. Specimens will be placed in cassettes labeled with Case #, put into plastic jars labeled with Case # and number of cassettes and placed in plastic bags. These then will be put into a cooler for transport. Vendor will provide a courier to transport specimens from the Medical Examiner's Office (possibly twice daily; Monday – Friday) to their facility and after processing and preparation of the tissue blocks and accompanying slides will be returned to the Medical Examiner by the vendor's courier.
3. Vendor will provide a contact representative specifically from the Histology Laboratory available by phone from 6:00 AM to 5:00 PM, Monday through Friday for requests from the Office of the Chief Medical Examiner.
4. Turn-around time for all tissue blocks and slides will be within 7 to 10 business days from date of receipt at vendor site.
5. Vendor will submit an itemized invoice by the 10th day of the following month which will include the date of the service, the specimen identification number (issued by OCME), the service provided and the fee for the test performed.
6. See attached list of Surgical Pathology Stains that must be included as part of the services provided in this contract.
7. Pickup and delivery of specimens will be from 619 Virginia Street, West, Charleston, WV 25302.
8. Insurance: Successful vendor shall furnish proof of coverage of commercial general liability insurance prior to the issuance of the contract. Unless otherwise specified in the bid documents, the minimum amount of insurance coverage required is \$1,000,000 per occurrence.
9. License Requirement: Successful vendor shall furnish proof of Workers' Compensation, Contractor's License, and any other licenses and/or certifications that may be required by the State of West Virginia or other government entity to provide these services in the State.
10. Contract period shall be upon award and extend for a period of one (1) year with the option to renew for two (2), one (1) year periods.

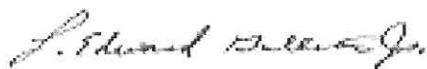
RFQ COST SHEET

Bidders shall provide a cost for all of the following tests:

Testing will be ordered under 883051 (and series) Surgical Pathology

Item #	Estimated Quantity	Stain	Special Stain Group	Unit Price	Estimated Total
1	3000	Purchased Pathology Services (per cassette and includes H & E stain)	I	\$25.00	\$75,000.00
2	10	AFB	I	\$25.00	\$250.00
3	1	GMS (METHENAMINE SILVER)	I	\$25.00	\$25.00
4	10	GRAM	I	\$25.00	\$250.00
5	1	HELICOBACTER PYLORI	I	\$25.00	\$25.00
6	1	PAS LIGHT GREEN	I	\$25.00	\$25.00
7	1	ALICIAN BLUE PAS	II	\$25.00	\$25.00
8	1	BIELCHOWSKY	II	\$25.00	\$25.00
9	1	CONGO RED (AMYLOID)	II	\$25.00	\$25.00
10	1	COPPER	II	\$25.00	\$25.00
11	1	ELASTIC	II	\$25.00	\$25.00
12	1	GIEMSA	II	\$25.00	\$25.00
13	50	IRON (Prussian Blue)	II	\$25.00	\$1,250.00
14	1	MUCICARMINE	II	\$25.00	\$25.00
15	1	OIL RED O	II	\$25.00	\$25.00
16	1	PAS	II	\$25.00	\$25.00
17	1	PAS WITH & WITHOUT DIGESTION: (if this is ordered both PAS With and Without Digestion and PAS are charged)	II	\$25.00	\$25.00
18	1	RETICULUM	II	\$25.00	\$25.00
19	1	SPIROCHETE	I	\$25.00	\$25.00
20	10	THRICHROME	II	\$25.00	\$250.00
21	1	IMMUNOPEROXIDASE	II	\$25.00	\$25.00
		Additional Fees:			
22	100	RECUT: Tissue specimens that are already imbedded in paraffin that need to have additional slides cut and stained for reading	Price per Slide	\$25.00	\$2,500.00
GRAND TOTAL					\$79,900.00

The award will be made to the vendor with the lowest overall total cost which meets all requested specifications and requirements. Payment will be made in arrears.



Vendor Signature

October 31, 2011

Date

RFQ No. CME 12015

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 owed 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 exceeds 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.

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.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Laboratory Corporation of America, Holdings (LabCorp)

Authorized Signature: *L. Edward ...* Date: October 31, 2011

State of Ohio

County of Franklin, to-wit:

Taken, subscribed, and sworn to before me this 31st day of October, 2011.

My Commission expires 9-10-2012, 2012



JOANNA EGLI, Notary Public
State of Ohio
My Commission Expires 9-10-2012

NOTARY PUBLIC

Joanna Egli

State of West Virginia 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: Laboratory Corporation of America Holdings Signed:

Date: October 31, 2011 Title: Vice President, Controller

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

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 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).



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
CME12075

PAGE
2

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 PUBLIC HEALTH
 OFFICE CHIEF MEDICAL EXAMINER
 619 VIRGINIA STREET, WEST
 CHARLESTON, WV
 25302 304-558-4865

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/20/2011				

BID OPENING DATE: 11/03/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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;"> <i>[Signature]</i> SIGNATURE Laboratory Corporation of America Holdings (LabCorp) COMPANY October 31, 2011 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. 1</p>						

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'



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
CME12075

PAGE
3

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RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 BUREAU FOR PUBLIC HEALTH
 OFFICE CHIEF MEDICAL EXAMINER
 619 VIRGINIA STREET, WEST
 CHARLESTON, WV
 25302 304-558-4865

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/20/2011				

BID OPENING DATE: 11/03/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		193-88		
OPEN END CONTRACT FOR HISTOLOGY LABORATORY SERVICES.						
***** THIS IS THE END OF RFQ CME12075 ***** TOTAL:						\$79,900.00

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'

WV-30 (Rev. 01/01/07)

STATE OF WEST VIRGINIA PURCHASE CONTINUATION SHEET

Page ___ of ___ Pages

Requisition / P.O. No.:
CME12075

File:
RW22

Acct. No.:
0407-2012-2937-045-251

Vendor: _____ P.O. Date: _____

Spending Unit:
DHHR/OCME

Item No.	Quantity	Description	Unit Price	Amount
		<p>VENDOR QUESTION #1:</p> <p>Are there autopsies involved in this, or is this covering routine pathology cases?</p> <p>RESPONSE:</p> <p>Yes, this will cover all cases including autopsies, sign-outs, or any other need for labs that we might require.</p> <p>VENDOR QUESTION #2:</p> <p>Will testifying services be needed?</p> <p>RESPONSE:</p> <p>No</p>		

The West Virginia Department of Health and Human Resources
Office Chief Medical Examiner

Histology Laboratory Services
CME12075

Laboratory Corporation of America Holdings (LabCorp) Response

General Terms and Conditions

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 this 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.

LabCorp Response

Having reviewed the business relationship between LabCorp and your organization, which is limited to reference clinical laboratory testing services, it is LabCorp's position that the relationship does not qualify for a BAA as the use and disclosure of PHI between our organizations is concerning the treatment of individuals. Please see the attached letter for further information.

Page 2

CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE 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.

LabCorp Response

LabCorp respectfully requests this specification to be made mutual and be revised to state "The Director of Purchasing or Vendor may cancel any Purchase Order/Contract upon 30 days written notice to the other party."

Page 4

LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.

LabCorp Response

LabCorp has many agreements with customers, including various federal, state and local governmental agencies and departments, managed care plans, health systems, hospitals and physicians. Each of these arrangements provide for different terms of service, including fees that are based, in part, on the service requirements, test utilization projections, local market factors and other services that may be incorporated into the fee schedule. Therefore, LabCorp cannot agree to provide any specific customer with fees that are not higher than fees provided to any other customer. LabCorp can provide that the fee schedule proposed for The West Virginia Department of Health and Human Resources State Owned Facilities will be, in the aggregate, comparable to the fees charged to similarly

situated customers whose service requirements and test utilization are comparable to those required by The West Virginia Department of Health and Human Resources State Owned Facilities

Page 7

2. Shipping containers will be provided by the Office of the Chief Medical Examiner. Specimens will be placed in cassettes and labeled with Case #, put into plastic jars labeled with Case # and number of cassettes and placed in plastic bags. These then will be put into a cooler for transport. Vendor will provide a courier to transport specimens from the Medical Examiner's Office (possibly twice daily; Monday-Friday) to their facility and after processing and preparation of the tissue blocks and accompanying slides will be returned to the Medical Examiner by the vendor's courier.

LabCorp Response

LabCorp's courier service is critical as the first point of contact in the turn-around time process. Our couriers provide direct specimen receipt, a controlled environment for specimen transport and delivery of necessary supplies. The courier personnel are generally employees of LabCorp, trained in the proper handling and transportation of various specimen types, such as frozen and room temperature samples. Dependent on hours of operation and specimen pickup requirements, mutually agreeable times could be scheduled to meet these specific needs, including multiple daily pick-ups consistent with LabCorp policies. Weekend and STAT pick-up services are available in most areas and can be scheduled to meet various requirements. Our trained professional service staff would help ensure that specimens are expeditiously transported to the laboratory.

6. See attached list of Surgical Pathology Stains that must be included as part of the services provided in this contract.

LabCorp Response

LabCorp has provided their response on the RFQ Cost Sheet, page number 8.

Additionally for this RFP, LabCorp is excluding Autopsy and Forensic Autopsy related services.



6370 Wilcox Road
Dublin, Ohio 43016

Telephone: 614-889-1061

November 1, 2011

Ms. Roberta Wagner
Department of Administration
Purchasing Division
2019 Washington Street, East, Building 15
Charleston, West Virginia 25305

Re: HIPAA Business Associate Agreement

Dear Ms. Wagner:

This letter is in reply to your request that Laboratory Corporation of America Holdings ("LabCorp") enter into a Business Associate Agreement (BAA) with your organization with respect to the use and disclosure of protected health information (PHI) under the HIPAA Privacy and Security Rules, and/or the expanded HIPAA requirements under the HITECH Act of 2009 regarding breach notification for unsecured PHI.

Having reviewed the business relationship between LabCorp and your organization, which is limited to reference clinical laboratory testing services, it is LabCorp's position that the relationship does not qualify for a BAA as the use and disclosure of PHI between our organizations is concerning the treatment of individuals.

As set forth in the HIPAA Privacy Rule at 45 CFR 164.502(e)(1)(ii)(A), the contractual provisions required for business associate relationships do not apply with respect to disclosures of PHI by a covered entity to a health care provider concerning the treatment of individuals. In addition, the Office for Civil Rights (OCR) provides guidance on its website at [http://www.hhs.gov/ocr/privacy/hipaa/faq/business associates/240.html](http://www.hhs.gov/ocr/privacy/hipaa/faq/business%20associates/240.html) explicitly excluding the disclosures of PHI for treatment purposes from the business associate requirements. As such, the BAA requirements under the HIPAA Privacy and Security Rules are not applicable, and the breach notification provisions of HITECH do not require execution of a BAA where such requirements are otherwise inapplicable.

LabCorp is fully committed to compliance with its obligations as a covered entity under HIPAA. We appreciate your efforts and your cooperation in this matter. Should you have any questions, please feel free to contact your LabCorp Contract Administrator at 614-210-2859 or by e-mail at thomas2@labcorp.com.

Sincerely,

A handwritten signature in cursive script that reads "Sherry Thomas".

Sherry Thomas
Associate Vice President
Laboratory Corporation of America Holdings



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/01/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390	
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 570000008881	
INSURED Laboratory Corporation of America Holdings & Subsidiaries 358 S. Main Street Burlington NC 27215 USA	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A: ACE American Insurance Company 22667	
	INSURER B: Westchester Fire Insurance Co 21121	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 570040670690** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. *Limits shown are as requested*

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR YVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			HDOG25524962	11/01/2010	11/01/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION			G2197934A006 SIR applies per policy terms & conditions	11/01/2010	11/01/2011	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS OTH ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Evidence of coverage.

CERTIFICATE HOLDER Laboratory Corporation of America Holdings & Subsidiaries 358 S. Main Street Burlington, NC 27215 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>
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