



Cytology & Histology Services

ELLEN D. MANLUCU, M.D.
PATHOLOGIST AND DIRECTOR

CLIA ID NO.: 21D0649632
CAP NO.: 13479-01
MARYLAND LAB PERMIT #080

November 10, 2009

WV Dept of Health and Human Resources
Purchasing Division
2019 Washington St E.
PO Box 50130
Charleston, WV 25301

To Whom It May Concern:

Thank you for giving Cytology Services of Maryland (CSM) the opportunity to present this proposal to the West Virginia Department of Health and Human Resources for the Family Planning and Breast and Cervical Cancer Screening Programs.

Cytology Services of Maryland understands the need of lowered costs for public healthcare. CSM has demonstrated outstanding services for several family planning and breast and cervical screening programs for many years!

It is our desire to provide Cytec® ThinPrep® liquid-based Pap testing to your patients, as well as reflex HPV DNA Digene® Hybrid Capture 2 testing. Enclosed is the Proposal and Fee Schedule for your review. Also enclosed is a convenience copy of the proposal and bid as you requested.

We would greatly appreciate an opportunity to continue to serve you and your patients to provide the highest quality of health care and service at the lowest possible cost, and to maintain our cohesive working relationship. If you have any questions or concerns, please contact me at 1-877-549-2642 ext. 29

Thank you!

Sincerely yours,

A handwritten signature in cursive script that reads "Diane E. Hitchens".

Diane E. Hitchens
Contract Manager
diane.hitchens@csmlab.com

A handwritten signature in cursive script that reads "Michael R. LaFriniere".

Michael R. LaFriniere
Executive Director for CSM
michael.lafriniere@csmlab.com

Enclosures

CSM

Description of Laboratory Services

RFQ# MCH10037
State of West Virginia

November 12, 2009

1:30pm

AMSI d/b/a

Cytology Services of Maryland (CSM)

13900 Laurel Lakes Ave, Ste 100, Laurel MD 20707-5092
Ph: 301-206-2555, Fx: 301-206-2595





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SERVICES PROVIDED

Location

Cytology Services of Maryland (CSM) will provide an off-site reference anatomical pathology laboratory for tests in cytology and immunology for the Office of Maternal, Child and Family Health, Family Planning Program and Breast and Cervical Cancer Screening Program in West Virginia. These tests will be performed at the laboratory's testing facility located at 13900 Laurel Lakes Avenue, Suite 100, Laurel, Maryland 20707-5092.

Licensure Accreditation

Cytology Services of Maryland is accredited by the College of American Pathologists, licensed by the State of Maryland and the Center for Medicare and Medicaid Services (CMS) [formally HCFA] under the Clinical Laboratory Improvement Act of 1988. Our pathologists are board certified in anatomical, clinical pathology and cytopathology. All cytotechnologists have passed the American Society of Clinical Pathologists National Board Registry and are ASCP certified. All cytotechnologists are enrolled in the College of American Pathologists Proficiency Testing Program and the State of Maryland Proficiency Testing Program, to exceed CLIA requirements. (CLIA Certification, Exhibit I)

Background

Cytology Services of Maryland is an established, state-of-the-art laboratory located in Laurel, Maryland. Specializing in the field of anatomic pathology, we have served the medical community nationwide for over 40 years.

Cytology Services has earned the reputation as the "**Gold Standard**" through quality diagnostic and customer service – quality that extends beyond laboratory expertise to include our pathologists, consultations of problem cytology and virology cases and research, as well as technical assistance.

In 1990 Cytology Services of Maryland began utilizing the new thin-layer cytology produced and developed by Cytyc® Corporation. Cytology Services of Maryland gained invaluable expertise in the field of thin-layer cytology to become one of the most experienced laboratories in the nation utilizing this new technology. In 1995, Cytology Services of Maryland began utilizing the Digene® Hybrid Capture technology for the detection of Human Papilloma Viruses. Through our association with Digene® Corporation, which continues today, Cytology Services has assisted in many research projects with Digene® Corporation in developing its new technologies. In 1999, following FDA approval, Cytology Services became the second laboratory in the nation qualified to perform the new Hybrid Capture 2 HPV testing. Cytology Services of Maryland became the *first* laboratory in Maryland, Washington, D.C. and Northern Virginia, to acquire the newly FDA-approved Cytyc® ThinPrep® Imaging System, which further improves the performance of the ThinPrep® Pap Test™. With these new technologies we have continued our reputation as the "**Gold Standard**" in anatomic pathology laboratories.

The "**Gold Standard**" begins with the expertise of our professional staff. Our pathologists are board certified in anatomical, clinical pathology and cytopathology. Our cytotechnologists have



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passed the American Society of Clinical Pathologists National Board Registry and are A.S.C.P. certified. Our supervising cytotechnologists have an average of over **30 years** of experience in their profession. Continuing education requirements for our cytotechnologists exceed the standards established by the State of Maryland. Cytotechnologists are enrolled in the College of American Pathologists Proficiency Testing Program and the State of Maryland Proficiency Testing Program.

At Cytology Services of Maryland, we employ the **highest possible quality control and quality assurance** standards. Our quality control and quality assurance standards meet or exceed those set by the College of American Pathologists and the Center for Medicare and Medicaid Services (CMS). These standards minimize the risk of error and assure the patient of consistent, high-quality results.

Our support staff has earned a reputation for **excellent service** – from specimen collection to post-report inquiry, analysis and correlation. Personalized services are offered by our administrative staff, support staff, expert technologists, and medical professionals. We are proud of the reputation we have earned over the years and are happy to furnish references from our clients.

The success of CSM and its reputation was further advanced and notably demonstrated by being acquired by Adventist HealthCare, a large corporation, in 2005. The acquisition allowed CSM the ability to advance our experience, outreach, capabilities, services and technology into serving all of our clients.

Supplies

Cytology Services of Maryland will provide all supplies necessary for the purpose of collection, preparation and preservation of all cytologic and immunologic specimens submitted to the laboratory, at laboratory's expense. CSM will provide universal laboratory request forms for cytology and immunology testing. Additional supplies will be available and replenished as needed upon request for each clinic site.

Specimen Rejection

CSM will try to resolve any issue via telephone or fax, whenever possible, to avoid returning a specimen and request form to the provider. Criteria for specimen rejection are the following:

1. Specimen received without a requisition form.
2. Name on specimen does not match name on the accompanying requisition.
3. Slides and/or specimen containers are not labeled with patient's name and another patient identifier (i.e., DOB).
4. Requisition is incomplete, lacking essential/required information.
5. Fluid specimen container not secured with resulting leakage into the transport bag.
6. Breakage of slide(s) and /or fluid specimen container(s) during transport.
7. Received a sealed container/no specimen.
8. Specimen collected in improper fixative and/or specimen container.
9. Test requested is not performed at CSM.
10. CSM is not contracted with the clinician to perform requested test.
11. ThinPrep specimen received more than six weeks past the collection date.



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If the specimen and request form must be returned to the Provider, a form/letter will be attached to the request form or specimen stating the reason for return/rejection.

Specimen Adequacy and Unsatisfactory Specimens

All procedures for specimen adequacy, unsatisfactory and rejected specimens are documented in CSM's Standard Operating Procedures. Pap adequacy is determined by evaluation of several aspects of the preparation: squamous cellularity, endocervical/transformation zone component, obscuring factors.

Squamous Cellularity	<u>Conventional Pap Smear</u> Minimum of 8,000 well-preserved, well-visualized squamous epithelial cells. Note: The minimum cell range should be an estimate, not an exact cell count. Preparations having less than the above required squamous cellularity are given an unsatisfactory result due to paucity of cells.	<u>ThinPrep® Pap Test™</u> Minimum of 5,000 well-preserved well-visualized squamous epithelial cells.
Endocervical Transformation Zone Component	For both conventional smears and ThinPreps, an adequate transformation zone component requires a minimum of 10 well-preserved endocervical or squamous metaplastic cells, singly or in clusters. Preparations having fewer than 10 cells representative of the transformation zone are not given an unsatisfactory result however, the absence of endocervical component is noted on the specimen report under "Specimen Adequacy".	
Obscuring Factors	Specimens with more than 75% of squamous cells obscured are termed unsatisfactory. Obscuring factors may include, but are not limited to, blood, inflammation, excessive mucus, contaminants, overgrowth of bacteria and excessive cytolysis. When 50% to 75% of the cells are obscured, a comment is made in the specimen adequacy category of the report stating that squamous cells are partially obscured.	

An HPV test will not be performed under the following conditions:

- Obscuring factors in specimen (e.g. lubricant) or specimen contamination.
- Insufficient volume of specimen to perform HPV test.
- Specimen medium has expired.
- Specimen is expired (beyond three (3) months from the date it was collected).
- Incorrect collection device/medium used.

Cytologic Classifications and Laboratory Interpretation

Cytology Services of Maryland utilizes the nomenclature set by the National Cancer Institute Terminology and Classification for Cervical/Vaginal Cytology, otherwise known as The Bethesda System.

Reports

Cytology Services of Maryland will provide a uniform cytology and immunology report. The Bethesda System will be used to provide a descriptive classification of patient results.



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Cytology Reports

Cytology Services of Maryland will provide a uniform cytologic report that will contain the following:

- Patient's name
- Provider's name, address, account number
- Patient's identification number (if applicable)
- Record of all clinical history provided by the referring physician
- Classification by cellular abnormality (using the Bethesda System of reporting)
- A presence or absence of parasites, fungus, herpes simplex and HPV
- A presence or absence of endocervical components
- Appropriate and pertinent comments by the cytopathologists

Immunology Reports

Cytology Services of Maryland will provide a uniform immunologic report that will contain the following:

- Patient's name
- Provider's name, address, account number
- Patient's identification number (if applicable)
- Record of all clinical history provided by the referring physician
- A presence or absence of HPV

Abnormal results of a suspicious nature or higher requiring a diagnostic procedure will be faxed to the requesting location within 24 hours of completion. All abnormal cases transmitted by fax include the following:

Adenocarcinoma

Squamous cell carcinoma

High-grade squamous intraepithelial lesion (SIL), encompassing:

- Moderate dysplasia/CIN 2
- Severe dysplasia/CIN 3
- Carcinoma in situ

Low-grade squamous intraepithelial lesion (SIL), encompassing:

- Human papilloma virus (HPV)
- Mild dysplasia/CIN 1

Cytology Services of Maryland will automatically provide a "**Monthly Cytology Follow-up Listing**" reported by classification with the current period's abnormal and suspicious findings. CSM will provide a "**Follow-up Letter**" to each participating location of all cases of LGSIL and HGSIL.

Delivery of Specimens and Hard Copy Reports

Cytology Services of Maryland will provide pre-paid and pre-addressed UPS/FedEx shipping materials for the delivery of specimens to CSM. Delivery of hard copy reports will be sent via first class mail at the laboratory's expense. In addition, all pending and completed patient results can immediately be viewed utilizing a secure web-based server provided by the laboratory



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Processing and Test Results

Cytology Services of Maryland will provide completed cytology (Pap) reports within 10 calendar days from the date the specimen is received. All abnormal results of a suspicious nature or higher requiring a diagnostic procedure will be telephoned and/or faxed directly to the requesting clinic location within 24 hours of final evaluation.

CSM will provide completed immunology (HPV) reports within 10 calendar days from the date the specimen is received. All positive HPV results will be telephoned and/or faxed directly to the requesting clinic location within 24 hours of final evaluation.

In accordance with RFQ# MCH10037, the following minimum information will be required to be submitted with the specimen:

1. Clinic code number, name and address of program provider (pre-printed on lab request forms)
2. Patient social security number
3. Patient name
4. Clinic visit date (date specimen collected)
5. Date of Birth
6. Specimen type
7. Date of previous pap test
8. Class of previous pap test

Slide Retention

Cytology Services of Maryland will retain all slides for five (5) years. After five (5) years, positive slides will be retained for twenty (20) years, either stored physically or electronically stored using digital imaging.

Data Requirements

Cytology Services of Maryland will provide data, statistics, materials (slides/records) as specified in RFQ# MCH10037, as needed. Requests will be completed within five (5) business days.

Quality Assurance

Cytology Services of Maryland does and will continue to follow the quality assurance requirements specified in RFQ# MCH10037. Any documentation requirements will be made available upon request.

Technical Support

Cytology Services of Maryland will make available during normal business hours pathologists, technologists for telephone consultations to resolve any questions or concerns of the clinician. Normal business hours shall be between 7:00 a.m. and 5:30 p.m. Eastern time, Monday through Friday, excluding holidays.



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Billing

CSM will provide an itemized invoice for services performed on a monthly basis to the FPP and BCCSP. The itemized invoice provided to the FPP will be submitted electronically.

This itemized invoice will include the following:

- Federal Tax ID Number
- Date of Service
- Specimen/Accession Number
- Patient's Name
- CPT Codes
- Units
- Description of Services
- Fees for Each Service

* Payment for all services will be due and payable within 30 days of date of invoice.

Costs

This proposal is based on specific services being provided by Cytology Services of Maryland. (Fee Schedule, Exhibit II)

Terms of Contract/Renewal

This Contract is effective as of the date of execution and shall remain effective for twelve (12) months from that date. All prices are fixed for twelve (12) months from the date of execution of this contract. This agreement shall automatically renew for two (2) additional twelve (12) month periods, unless CSM is notified to the contrary in writing thirty (30) days in advance of the expiration date of the then current term.

Contract Monitor for CSM

Name: Diane E. Hitchens
Title: Contract Manager
Telephone: 1-877-549-2642 ext. 29
Address: 13900 Laurel Lakes Avenue, Suite 100, Laurel, MD 20707
Email: diane.hitchens@csmlab.com

This proposal is respectfully submitted on November 10, 2009

Michael R. LaFriniere
Executive Director for CSM

CSM

13900 Laurel Lakes Avenue
Laurel, Maryland 20707-5092
Phone: 301-206-2555 • Fax: 301-206-2595



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Exhibit I

- CLIA Certification



Cytology & Histology Services

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**CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS
CERTIFICATE OF ACCREDITATION**

LABORATORY NAME AND ADDRESS	CLIA ID NUMBER
CYTOLOGY SERVICES OF MD 13900 LAUREL LAKES AVENUE LAUREL MD 20707-5091	21D0649632
LABORATORY DIRECTOR	EFFECTIVE DATE
ELLEN J MANLUCU MD	11/12/2008
	EXPIRATION DATE
	11/11/2010

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown herein (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



CMS
CENTERS FOR MEDICARE & MEDICAID SERVICES

Judith A. Yost
Judith A. Yost, Director
Division of Laboratory Services
Survey and Certification Group
Center for Medicaid and State Operations

If you currently hold a Certificate of Compliance or Certificate of Accreditation, below is a list of the laboratory specialties/subspecialties you are certified to perform and their effective date:

LAB CERTIFICATION (CODE)	EFFECTIVE DATE	LAB CERTIFICATION (CODE)	EFFECTIVE DATE
BACTERIOLOGY (110)	02/11/2005		
VIROLOGY (140)	01/19/2005		
HISTOPATHOLOGY (610)	11/12/1996		
CYTOLOGY (630)	06/13/2003		

FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT WWW.CMS.HHS.GOV/CLIA
OR CONTACT YOUR LOCAL STATE AGENCY. PLEASE SEE THE REVERSE FOR
YOUR STATE AGENCY'S ADDRESS AND PHONE NUMBER
PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.

CSM

13900 Laurel Lakes Avenue
Laurel, Maryland 20707-5092
Phone: 301-206-2555 • Fax: 301-206-2595



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Exhibit II

- 2009 Fee Schedule



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FEE SCHEDULE

RFQ# MCH10037 WVDHHR FPP, BCCSP and Private Patients

November 2009

CPT	CYTOLOGY	AMOUNT
88175	Cytec® ThinPrep® Pap Test™	\$14.45
88141	MD Interpretation	NO CHARGE
CPT	IMMUNOLOGY	AMOUNT
87621	Digene® High-Risk HPV DNA Hybrid Capture 2 Test (B Probe)	\$36.50



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
MCH10037

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE
 {Adventist Management Services, Inc}
 d/b/a Cytology Services of MD (CSM)
 13900 Laurel Lakes Ave., Ste. 100
 Laurel, MD 20707

HEALTH AND HUMAN RESOURCES
 BPH - MCH WAREHOUSE
 900 BULLITT STREET
 CHARLESTON, WV
 25301 304-558-3417

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/22/2009				

BID OPENING DATE: 10/22/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB	948-21		\$14.45	\$867,000.00
OPEN-END BLANKET CONTRACT CYTOLOGY SERVICES - LIQUID BASED PAP TEST OPEN END CONTRACT BLANKET OPEN-END CONTRACT FOR CYTOLOGY SERVICES FOR THE OFFICE OF MATERNAL, CHILD & FAMILY HEALTH, FAMILY PLANNING PROGRAM AND BREAST & CERVICAL CANCER SCREENING PROGRAM PER THE ATTACHED SPECIFICATIONS. THE VENDOR WILL PROVIDE CYTOLOGY SERVICES TO INCLUDE: SPECIMEN ACCESSION, SPECIMEN PROCESSING, HRHPV TESTING, PROVISION OF CYTOTECHNOLOGIST, PATHOLOGIST(S) COVERAGE, SPECIMEN EVALUATION, RECORD KEEPING, AND QUALITY ASSURANCE ACTIVITIES AND REPORTS. ALL QUOTATIONS MUST MEET THE MANDATORY REQUIREMENTS OF THIS RFQ AS DESCRIBED IN THE ATTACHED SPECIFICATIONS EXHIBIT 3						

RECEIVED
 2009 NOV 12 A 10:39
 PURCHASING DIVISION
 STATE OF WV

SIGNATURE		SEE REVERSE SIDE FOR TERMS AND CONDITIONS		TELEPHONE	DATE
<i>[Signature]</i>				301-206-2555 ext. 27	11/10/2009
TITLE		FAX		ADDRESS CHANGES TO BE NOTED ABOVE	
Exec. Dir. for CSM		52-1575694			

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, the State may deem this contract null and void, and terminate such contract 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 FOB 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



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
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 ROBERTA WAGNER
 304-558-0067

RFQ COPY

VENDOR
 TYPE NAME/ADDRESS HERE
 {Adventist Management Services, Inc}
 d/b/a Cytology Services of MD (CSM)
 13900 Laurel Lakes Ave., Ste. 100
 Laurel, MD 20707

SHIP TO
 HEALTH AND HUMAN RESOURCES
 BPH - MCH WAREHOUSE
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/22/2009				

BID OPENING DATE: 10/22/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON NOVEMBER 15, 2009 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 O</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 301-206-2555 ext. 27	DATE 11/10/2009
TITLE Exec. Dir. for CSM	FON 52-1575694	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>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, 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 10/6/2009. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 301-206-2555 ext. 27	DATE 11/10/2009
TITLE Exec. Dir. for CSM	FEN 52-1575694	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
 MCH10037

PAGE
 4

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

RFQ COPY

TYPE NAME/ADDRESS HERE
 {Adventist Management Services, Inc}
 d/b/a Cytology Services of MD (CSM)
 13900 Laurel Lakes Ave., Ste. 100
 Laurel, MD 20707

HEALTH AND HUMAN RESOURCES
 BPH - MCH WAREHOUSE
 900 BULLITT STREET
 CHARLESTON, WV
 25301 304-558-3417

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/22/2009				

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<p>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 FAX: 304-558-4115 E-MAIL: RWAGNER@WVADMIN.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 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 301-206-2555 ext. 27	DATE 11/10/2009
TITLE Exec. Dir. for CSM	FEIN 52-1575694	ADDRESS CHANGES TO BE NOTED ABOVE

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
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 804-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

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09/22/2009				

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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> <p>SEALED BID</p> <p>BUYER:-----RW/FILE 22-----</p> <p>RFQ NO :-----MCH10037-----</p> <p>BID OPENING DATE:---10/22/2009---</p> <p>BID OPENING TIME:---1:30 PM---</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----301-206-2595-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): Diane E. Hitchens</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 301-206-2555 ext. 27 DATE: 11/10/2009
 TITLE: Exec. Dir. for CSM FEIN: 52-1575694 ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0002	2,800	EA		948-21	\$36.50	\$102,200.00
				HPV/DNA TESTING (HIGH-RISK ONLY)		
0003	2,600	EA		948-21	\$14.45	\$37,570.00
				CYTOLOGY SERVICES - LIQUID BASED PAP TEST (PRIVATE		
				PAY BY PROGRAM ELIGIBLE CLIENT)		
				AWARD WILL BE MADE TO THE VENDOR WITH THE LOWEST OVER-		
				ALL COST WHO MEETS SPECIFICATIONS.		
				VENDOR MUST SUBMIT AN ORIGINAL ITEMIZED INVOICE FOR		
				EACH ORDER. PAYMENT WILL BE MADE IN ARREARS AFTER		
				RECEIPT OF EACH COMPLETED ORDER. ORDERS WILL BE PLACED		
				ON AN AS NEEDED BASIS.		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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SHIP TO

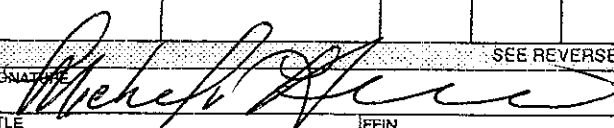
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ MCH10037 ***** TOTAL:						\$1,006,770.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE:  TELEPHONE: 301-206-2555 ext. 27 DATE: 11/10/2009
 TITLE: Exec. Dir. for CSM FEIN: 52-1575694 ADDRESS CHANGES TO BE NOTED ABOVE

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

WV Department of Health and Human Resources
 Bureau for Public Health
 Office of Maternal, Child and Family Health

Part 1 PURPOSE

1.1 PURPOSE

The purpose of this Request for Quotation (RFQ) is to engage the services of a vendor to provide cytology services for the Office of Maternal, Child and Family Health, Family Planning Program and Breast and Cervical Cancer Screening Program located at 350 Capitol Street, Room 427, Charleston, West Virginia

1.2 BACKGROUND

Within the West Virginia Department of Health and Human Resources (WVDHHR), Bureau for Public Health, the Office of Maternal, Child and Family Health (OMCFH) offers preventive health care and screening services through a community-based network of health care providers throughout the State. The Family Planning Program (FPP) provides comprehensive reproductive health care, medical services, counseling and education, contraceptive methods, and laboratory services, including cytology screening. Family Planning Program services are offered through a statewide network of 150 participating provider agencies.

The Breast and Cervical Cancer Screening Program (BCCSP) provides early detection, screening, and referral services for breast and cervical cancers which include a pelvic examination, Pap test collection, clinical breast examination, patient education and referrals for mammography and other appropriate diagnostic and treatment services. These services are offered through a network of 185 participating provider agencies, most of which are also providers of the Family Planning Program.

Part 2 CONTRACTUAL SERVICES

2.1 REQUIRED SERVICES

The vendor will provide cytology services for approximately 60,000 Pap tests per year to include: specimen accession, specimen processing, hrHPV testing, provision of cytotechnologists, pathologist(s) coverage, specimen evaluation, record keeping, and quality assurance activities and reports.

Specimen Processing, Evaluation, and Reporting:

- A. The vendor will provide participating FPP and BCCSP providers all supplies necessary for collection of Liquid-Based Pap test specimens. These supplies shall include, but not be limited to, requisition forms, mailers, specimen containers that provide space for writing the patient's name, cervical scrapers and cytobrushes.

WV Department of Health and Human Resources
Bureau for Public Health
Office of Maternal, Child and Family Health

- B. The vendor will require that the following minimum information be submitted with the specimen:
1. Clinic code number
 2. Patient social security number
 3. Patient name
 4. Clinic visit date (date specimen collected)
 5. Date of Birth
 7. Specimen type
 8. Date of previous Pap test
 9. Class of previous Pap test
 10. Name and address of program provider
- C. The vendor will examine, interpret, and report results on all Pap tests submitted by the FPP and BCCSP Program providers not to exceed ten (10) calendar days from the date the specimens are received by the vendor. For specimens requiring HPV testing, the vendor will examine, interpret and report results not to exceed ten (10) calendar days from the date the specimens are received by the vendor.
- D. The vendor will be responsible for strictly adhering to reporting specimen test results, using the 2001 Bethesda System, including specimen adequacy, general categorization, interpretation and results. Results will be reported to the ordering physician/clinic at the address supplied by the Program provider.
- E. The vendor assumes all responsibility and liability for reading and processing of all Pap tests.
- F. The vendor must have written criteria for rejection of specimens and for categorizing specimens as unsatisfactory.
- G. The vendor must retain negative and unsatisfactory slides for five (5) years and positive slides for twenty (20) years.

Data Requirements:

- H. The vendor must provide a Program specific electronic report (using a Microsoft program such as an Excel spread sheet or PDF) to FPP and BCCSP with the following data accessible as needed:
- Total number of Pap tests received, interpreted and categorized according to 2001 Bethesda System, including specimen adequacy
 - Total number of hrHPV tests performed

WV Department of Health and Human Resources
Bureau for Public Health
Office of Maternal, Child and Family Health

- I The vendor agrees to supply the FPP, BCCSP and all participating Program providers with on-line access to test results via a website, including HPV results. To the extent consistent with applicable laws and regulations, the parties hereto shall maintain patient test records in confidence and comply with privacy, patient access and confidentiality provisions
- J The vendor must respond to all requests for statistical information or data within five (5) working days

Quality Assurance:

- K The vendor must allow the FPP and BCCSP and/or any designated cytotechnologist to perform on-site reviews to their laboratory facility and to have access to any slides and records from the programs for review purposes, upon request
- L The vendor must allow any cytotechnologist designated by the programs to review the cytology procedure manual for the quality control and quality assurance programs upon request
- M The vendor is required to meet all CLIA requirements and to obtain CLIA certification. The contractor agrees to follow all rules and regulations in accordance with the Clinical Laboratory Improvement Amendments of 1988 (CLIA-88)
- N The vendor must have a CLIA-88 qualified pathologist as director (technical supervisor), qualified cytology general supervisor, and qualified cytotechnologist(s) on site
- O The vendor's staff shall be available upon request to consult with participating providers by telephone during normal working hours to discuss the vendor's procedures and to explain test results. Consultation will include on-site specimen collection and handling training if deemed necessary. Vendor will attend on-site meeting as requested by either FPP or BCCSP
- P The vendor must retrieve stored FPP or BCCSP Pap tests the same day as requested by either program
- Q The vendor must document the receipt, circulation, referral and transfer of original Pap tests

WV Department of Health and Human Resources
 Bureau for Public Health
 Office of Maternal, Child and Family Health

- R The vendor must have documentation including acknowledgment of receipt, when slides from the programs are loaned to special programs such as the College of American Pathologists Interlaboratory Comparison Program in Cervical Vaginal Cytology.
- S The vendor must show documentation of a maintenance schedule for equipment and microscopes and implement said schedule
- T The vendor must show documentation of and perform at least an annual review of all procedures in the cytology section by current laboratory director or designee
- U The vendor must show documentation for continuing education for the staff cytotechnologist(s)
- V Vendor must have been in business and maintained a business license to perform cytology services for a minimum of five (5) years

2.2 ADMINISTRATIVE AND OPERATIONAL REQUIREMENTS

- 1 The vendor shall designate a project administrator. The vendor's project administrator shall report to the FPP and BCCSP program directors regarding all matters related to cytology services
- 2 The vendor must meet all requirements within the specification. By signing the bid, the vendor is agreeing to meet these requirements.
- 3 The vendor shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, 110 Stat 1936 (HIPAA) and regulations promulgated thereunder (HIPAA Regulations), if applicable

PART 3 GENERAL TERMS AND CONDITIONS

3.1 REJECTION OF QUOTATION/BIDS

The State reserves the right to accept any or all quotations/bids if it is determined to be in the State's best interests. The Department may withdraw this RFQ at any time for any reason. Receipt of a quotation confers no rights upon the bidder. A contract based upon this RFQ may or may not be awarded. Then, said contract must be approved as to form by the Attorney General's Office.

WV Department of Health and Human Resources
Bureau for Public Health
Office of Maternal, Child and Family Health

3.2 SUBCONTRACTS PROHIBITED

The successful vendor will be solely responsible for all work performed under the contract. The vendor shall not enter into written or oral subcontracts for performance of work under the contract without written permission of the agency.

3.3 COMPLIANCE WITH LAW AND REGULATIONS

The vendor shall pay any sales, use, and personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the vendor.

The vendor shall comply with all applicable laws, rules and regulations including, but not limited to those relating to hospital licensure, State and Federal labor laws and laws, rules and policies related to the WVDHHR.

The vendor shall be responsible for compliance with all workplace safety requirements, including, but not limited to compliance with applicable OSHA and all other applicable environmental agency requirements for storage, labeling, handling and disposal of all items used in the performance of duties associated with cytology services. The vendor shall appropriately train its employees in proper workplace safety requirements.

3.4 RECORD RETENTION AND CONFIDENTIALITY

The vendor will maintain financial records pertaining to the contract for five (5) years following the end of the State fiscal year during which the contract is terminated or State and Federal audits of the contract have been completed, whichever is later. If questions about accounting records arise during an audit, the accounting records pertaining to the contract shall be retained until resolution of all pending audit questions and for one (1) year following the termination of any litigation relating to the contract if the litigation has not terminated within the above five (5) year period. Accounting records and procedures shall be subject to State and Federal approval.

3.5 TERMINATION OF THE CONTRACT

The Department may terminate a contract resulting from this RFQ at any time that the vendor fails to carry out its responsibilities under the terms of any contract resulting from this RFQ to satisfaction of the Department, Bureau or Office of Maternal, Child and Family Health.

WV Department of Health and Human Resources
Bureau for Public Health
Office of Maternal, Child and Family Health

The Department shall provide the vendor with notice of conditions endangering performance. If after such notice the vendor fails to remedy this conditions contained in this notice, within the time period contained in the notice, the Department shall issue the vendor an order to stop all work immediately. The Department shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated upon mutual agreement of the parties with thirty (30) days written notice.

3.6 INVOICE AND PAYMENTS

The vendor shall submit separate monthly invoices, in arrears, to the FPP and BCCSP for all services provided pursuant to the terms of the contract. Vendor will submit FPP monthly invoices electronically. State law forbids payment of invoices prior to receipt of services.

COST SHEET FOR MCH10037

<u>Item #</u>	<u>Apprx. Annual Usage</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
	<u>QUANTITY</u>			
1	60,000	CYTOLOGY SERVICES-LIQUID BASED PAP TEST	\$14.45	\$867,000.00
2	2,800	HPV/DNA TESTING (HIGH-RISK ONLY)	\$36.50	\$102,200.00
3	2,600	CYTOLOGY SERVICES LIQUID BASED PAP TEST (PRIVATE PAY BY PROGRAM ELIGIBLE CLIENT)	\$14.45	\$37,570.00
		TOTAL COST		\$1,006,770.00

Award will be made to the vendor with the lowest overall cost who meets specifications.
 Vendor must submit an original itemized invoice for each order. Payment will be made in arrears after receipt of each completed order. Orders will be placed on an as needed basis.

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.

{Adventist Management Services, Inc}
Vendor's Name: Cytology Services of Maryland (CSM)
Authorized Signature:  Date: 11/10/2009

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:

N/A 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,

N/A 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,

N/A 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:

N/A 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:

N/A 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:

N/A 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:

N/A 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,

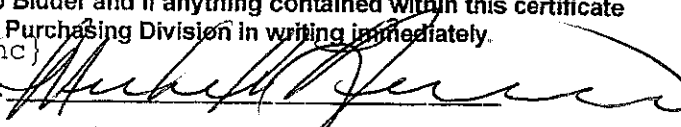
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

N/A 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: d/b/a Cytology Services of MD Signed: 

Date: 11/10/2009

Title: Executive Director for CSM

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



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 d/b/a Cytology Services of MD (CSM)
 13900 Laurel Lakes Ave., Ste. 100
 Laurel, MD 20707

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - MCH WAREHOUSE
 900 BULLITT STREET
 CHARLESTON, WV
 25301 304-558-3417

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/08/2009				

BID OPENING DATE: 10/22/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ADDENDUM NO. 1</p> <p>1. QUESTIONS AND ANSWERS ARE ATTACHED.</p> <p>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.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: MCH10037</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 X</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 301-206-2555 ext 27	DATE 11/10/2009
TITLE Exec. Dir. for CSM	FEIN 52-1575694	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 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.
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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."

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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
 MCH10037

PAGE
 2

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

RFQ COPY

PROBITY
 TYPE NAME/ADDRESS HERE
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 d/b/a Cytology Services of MD (CSM)
 13900 Laurel Lakes Ave., Ste. 100
 Laurel, MD 20707

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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.						
 SIGNATURE {Adventist Management Services, Inc} d/b/a Cytology Services of Maryland COMPANY 11/10/2009 DATE						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.						
REV. 09/21/2009						
END OF ADDENDUM NO. 1						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: TELEPHONE: 301-206-2555 ext 27 DATE: 11/10/2009

TITLE: Exec. Dir. for CSM FEIN: 52-1575694 ADDRESS CHANGES TO BE NOTED ABOVE

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STATE OF WEST VIRGINIA
PURCHASE CONTINUATION SHEET

Page _____ of _____ Pages	Requisition / P.O. No : MCH10037
File:	Acct No :
Spending Unit: WVDHHR/OMCFH/FPP	

Vendor: _____ P O Date: _____

Item No.	Quantity	Description	Unit Price	Amount
1.		<p>QUESTION:</p> <p>ON PAGE 6 OF THE RFQ MCH10037 LISTS 2,800 TEST FOR HPV/DNA TESTING AND 2,600 LIQUID BASED PAP TESTS AND BUT THE COST SHEET FOR MCH10037 LIST BOTH OF THOSE AND ALSO LIST 60,000 ADDITIONAL LIQUID BASED PAPS. COULD YOU CLARIFY THE NUMBER OF TESTS IN THIS CONTRACT AND IF THE 60,000 TESTS ARE OF THE CONTRACT WHERE DO WE ENTER A PRICE ON THOSE IN THE RFQ.</p> <p>ANSWER:</p> <p>60,000 PAP TEST ARE FOR BCCSP AND FPP CLIENTS. OUT OF THOSE TESTS, WE ESTIMATE 2,800 WILL ALSO NEED HPV TEST. WE ALSO ESTIMATE 2,600 PROGRAM ELIGIBLE CLIENTS WILL NOT BE ELIGIBLE FOR BCCSP AND FPP TO PAY FOR A TEST (TEST ARE TO BE COMPLETED EVERY OTHER YEAR, BUT SOME CLIENTS FEEL MORE COMFORTABLE HAVING A TEST YEARLY) AND WILL ELECT TO PAY FOR A TEST OUT OF POCKET. CURRENT CONTRACT ALLOWS CLIENTS TO PAY FOR THE LIQUID-BASED PAP TESTS AT THE SAME RATE AS THE PROGRAM PAYS</p>		
2.		<p>QUESTION:</p> <p>WHAT IS THE RATIONALE FOR PROHIBITING SUB-CONTRACTING?</p> <p>ANSWER:</p> <p>THE SUCCESSFUL VENDOR WILL BE SOLELY RESPONSIBLE FOR ALL WORK PERFORMED ON THE CONTACT AS WE WOULD HAVE NO KNOWLEDGE OF THE SUBCONTRACTORS EXPERIENCE AND/OR QUALIFICATIONS AND IF FDA APPROVED TO PERFORM THESE SERVICES</p>		
3.		<p>QUESTION:</p> <p>WHAT ARE THE REQUIREMENTS FOR A VENDOR TO ACQUIRE WRITTEN PERMISSION TO USE SUB-CONTRACTORS?</p> <p>ANSWER:</p> <p>SELECTED VENDOR MUST REQUEST IN WRITING AND APPROVAL MUST BE GIVEN BY WEST VIRGINIA DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BEFORE ANY CHANGES CAN BE MADE TO THE AWARDED CONTRACT</p>		

**STATE OF WEST VIRGINIA
PURCHASE CONTINUATION SHEET**

Page _____ of _____ Pages

Requisition / P O No :
MCH10037

File: _____ Acct No : _____

Vendor: _____ P O. Date: _____

Spending Unit:
WVDHHR/OMCFH/FPP

Item No.	Quantity	Description	Unit Price	Amount
4.		<p>QUESTION:</p> <p>THE RFQ AT PART 2.1 PARA. N REQUIRES PATHOLOGIST AS DIRECTOR (TECHNICAL SUPERVISOR). DO YOU INTEND TO CONSIDER THE PATHOLOGIST'S EXPERIENCE AND QUALIFICATIONS BEYOND THIS MINIMUM? IF SO, HOW, IF NOT WHY NOT?</p> <p>ANSWER:</p> <p>CLIA-88 QUALIFIED PATHOLOGIST IS THE REQUIREMENT OF FPP AND BCCSP FEDERAL AGENCIES</p>		
5.		<p>QUESTION:</p> <p>THE RFQ AT PART 2.1 PARA V REQUIRES ONLY THAT THE VENDOR MUST HAVE BEEN IN BUSINESS TO PERFORM CYTOLOGY SERVICES FOR A MINIMUM OF FIVE YEARS. DO YOU INTEND TO CONSIDER THE PAST PERFORMANCE RECORD OF A VENDOR WITH RESPECT TO CYTOLOGY SERVICES DURING THAT PERIOD? IF SO, WHAT EVALUATION CRITERIA WILL BE EMPLOYED, AND HOW WILL THEY BE APPLIED UNDER THIS RFQ? IF NOT, WHY NOT?</p> <p>ANSWER:</p> <p>THIS REQUIREMENT IS TO ENSURE THE BUSINESS IS AN ESTABLISHED CYTOLOGY VENDOR.</p>		
6		<p>QUESTION:</p> <p>THE RFQ DOES NOT REQUIRE FDA APPROVED HPV TESTING. HOW DO YOU INTEND TO EVALUATE QUALITY ASSURANCE FOR A NON-FDA APPROVED METHODOLOGY?</p> <p>ANSWER:</p> <p>ALL TESTING CONDUCTED BY FPP, BCCSP OR IT'S VENDORS MUST BE FDA APPROVED.</p>		

MCH10037 Addendum #1

Response to vendor questions:

7 Question: My question is in regard to amendment V under quality assurance. This amendment states that the vendor must have been in business and maintained a business license to perform cytology for five years; with that in lies my inquiry. My company, West Virginia Laboratory Services (WVLS), recently purchased and took over operations for American Cytopathology Services (ACS) ACS has been practicing cytology since 1997 and has worked with the state in years past conducting cytology until 2006. WVLS operates at the same location as ACS and still maintains the state of the art equipment and operations standards as ACS. WVLS also maintains all the documentation of ACS and the work that it had performed in the past with both the state and private practices. In June of this year (2009) ACS was taken over by a group of new owners and a decision was made to change the name of the company. Recently, my company applied for a vendor number under WVLS even though ACS's is still active until February. Here in lies my question. Due to the fact that American Cytopathology Services now operates under West Virginia Laboratory Services, and West Virginia Laboratory Services is the new name of the business, will this affect the chances of my company being considered for the contract due to amendment V? The company has been operational for over twelve years and I hope that a recent change in name, which means a new business licenses, will not dismiss my company from putting a bid on this upcoming contract

Response: The specifications state the vendor must have been in business and maintained a business license to perform cytology for a minimum of five years. The vendor placing the bid, must have been in business and maintained a business license to perform cytology for five years. If WVLS does not show evidence of a business license that identifies WVLS as having the license for the minimum of five years, they will not be considered as having met the specification.



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
MCH10037

PAGE
1

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

RFQ COPY

VENDOR	TYPE NAME/ADDRESS HERE
	{Adventist Management Services, Inc}
	d/b/a Cytology Services of MD (CSM)
	13900 Laurel Lakes Ave., Ste. 100
	Laurel, MD 20707

SHIP TO	HEALTH AND HUMAN RESOURCES
	BPH - MCH WAREHOUSE
	900 BULLITT STREET
	CHARLESTON, WV
	25301 304-558-3417

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/15/2009				
BID OPENING DATE: 10/30/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2 1. TO MOVE BID OPENING DATE FROM 10/22/9 TO 10/30/9. 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.: MCH10037 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 X 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	
	301-206-2555 ext 27	11/10/2009	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Exec. Dir. for CSM	52-1575694		

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6

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Request for Quotation

RFO NUMBER
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PAGE
 2

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RFQ COPY

TYPE NAME/ADDRESS HERE

V
E
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R

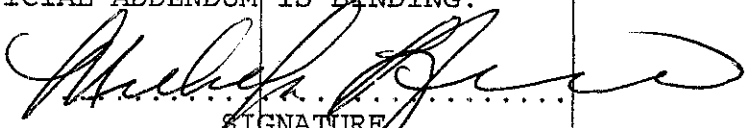
{Adventist Management Services, Inc}
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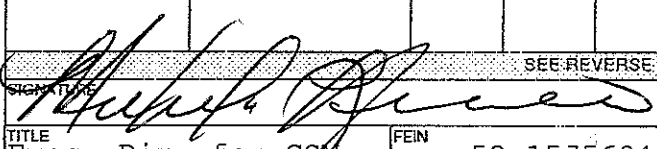
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ADDENDUM NO. 3						
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NO. 3 . X						
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PAGE
2

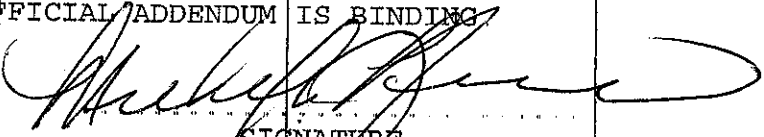
ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

RFQ COPY

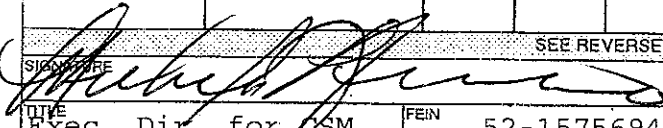
ROBERTA WAGNER
 TYPE NAME/ADDRESS HERE
 {Adventist Management Services, Inc}
 d/b/a Cytology Services of MD (CSM)
 13900 Laurel Lakes Ave., Ste. 100
 Laurel, MD 20707

SHIP TO
 HEALTH AND HUMAN RESOURCES
 BPH - MCH WAREHOUSE
 900 BULLITT STREET
 CHARLESTON, WV
 25301 304-558-3417

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/28/2009				
BID OPENING DATE: 11/12/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEMNUMBER	UNIT PRICE	AMOUNT
<p>ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;">  SIGNATURE {AMSI}d/b/a Cytology Services of MD COMPANY 11/10/2009 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 3</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 301-206-2555 ext 27	DATE 11/10/2009
TITLE Exec. Dir. for CSM	FEIN 52-1575694	ADDRESS CHANGES TO BE NOTED ABOVE

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

**STATE OF WEST VIRGINIA
PURCHASE CONTINUATION SHEET**

Page ____ of ____ Pages	Requisition / P O No : MCH10037
File:	Acct No :
Spending Unit: WVDHHR/OMCFH/FPP	

Vendor: _____ P O Date: _____

Item No.	Quantity	Description	Unit Price	Amount
		<p>TO CHANGE SECTION 3 2 AND 2 1 A OF SPECIFICATIONS:</p> <p>TO CHANGE SECTION 3 2 FROM:</p> <p>SUBCONTRACTS PROHIBITED:</p> <p>The successful vendor will be solely responsible for all work performed under the contract. The vendor shall not enter into written or oral subcontracts for the performance of work under the contract without written permission of the agency</p> <p>TO CHANGE SECTION 3 2 OF SPECIFICATIONS TO:</p> <p>3 2 SUBCONTRACT/JOINT VENTURES:</p> <p>The vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The state will consider the vendor to be the sole point of contact with regard to all contractual matters. The vendor may, with prior written consent of the state, enter into written subcontracts for performance of work under this contract; However, the vendor is totally responsible for payment of all contractors. Any licensing requirement in this contract must be met by the vendor and all subcontractors of the vendor</p> <p>TO CHANGE SECTION 2 1 A FROM:</p> <p>The vendor will provide participating FPP and BCCSP providers all supplies necessary for collection of Liquid-Based Pap test specimens. These supplies shall include, but not to be limited to, requisition forms mailers, specimen containers that provide space for writing the patient's name, cervical scrapers and cytobrushes</p> <p>TO CHANGE SECTION 2 1 A TO:</p> <p>The vendor will provide participating FPP and BCCSP providers all supplies necessary for collection of Thin Prep Liquid Medium/Monolayer System test specimens or equal. These supplies shall include, but not to be limited to, requisition forms mailers specimen containers that provide space for writing the patient's name cervical scrapers and cytobrushes</p> <p>TO SUBMIT REVISED COST SHEET (ATTACHED)</p> <p>TO ANSWER VENDOR QUESTION:</p> <p>We are currently working on RFQ MCH10037. Can you direct me to the previous RFQ so that we can find the current bid? I found the FOIA and some other helpful information on your website but I'm not sure exactly where to go to find the current bid</p> <p>ANSWER:</p> <p>The current PO# is MCH70449, and the costs are:</p> <p>Liquid Based Pap Test: \$15.00 per test HPV/DNA Testing(high risk only): \$37.00 per test</p> <p>QUESTION:</p> <p>Just to clarify, page 6 of the RFQ list HPV's and Liquid based Pap test for Private Pay Program Eligible Clients. What does Private Pay by Program Eligible Clients mean? Are they people without insurance and are going to pay their Pap smear and HPV out of their own pocket? Please advise.</p> <p>ANSWER:</p> <p>These are FPP and BCCSP eligible client that will pay out of pocket for a Pap test outside of the criteria under which FPP and BCCSP can pay for, i.e. annually, when a repeat at 3 months in these instance, the client would pay for the Pap test</p> <p>PLEASE NOTE: ALL INQUIRIES RELATED TO THIS RFQ MUST BE DIRECTED THROUGH THE DEPARTMENT OF ADMINISTRATION BUYER ROBERTA WAGNER</p> <p>BID OPENING IS BEING DELAYED UNTIL 11/12/2009</p>		

COST SHEET FOR MCH10037

<u>Item #</u>	<u>Apprx. Annual Usage</u> <u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
1	60,000	THIN PREP LIQUID MEDIUM/MONOLAYER OR EQUAL	\$14.45	\$867,000.00
2	2,800	HPV/DNA TESTING (HIGH-RISK ONLY) THIN PREP LIQUID MEDIUM/MONOLAYER OR EQUAL	\$36.50	\$102,200.00
3	2,600	THIN PREP LIQUID MEDIUM/MONOLAYER OR EQUAL (PRIVATE PAY BY PROGRAM ELIGIBLE CLIENT)	\$14.45	\$37,570.00
		TOTAL COST		\$1,006,770.00

Award will be made to the vendor with the lowest overall cost who meets specifications. Vendor must submit an original itemized invoice for each order. Payment will be made in arrears after receipt of each completed order. Orders will be placed on an as needed basis. If bidding on alternate testing bidder must attach pertinent testing literature.



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
 MCH10037

PAGE
 1

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

RFQ COPY

TYPE NAME/ADDRESS HERE
 {Adventist Management Services, Inc}
 d/b/a Cytology Services of MD (CSM)
 13900 Laurel Lakes Ave., Ste. 100
 Laurel, MD 20707

HEALTH AND HUMAN RESOURCES
 BPH - MCH WAREHOUSE
 900 BULLITT STREET
 CHARLESTON, WV
 25301 304-558-3417

DATE PRINTED 10/30/2009	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: 11/12/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO 4						
1. QUESTIONS AND ANSWERS 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. : MCH10037						
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 X						
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 301-206-2555 ext 27	DATE 11/10/2009
TITLE Exec. Dir. for CSM	FERN 52-1575694	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

- 1 Awards will be made in the best interest of the State of West Virginia
- 2 The State may accept or reject in part, or in whole, any bid.
- 3 All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 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, the State may deem this contract null and void, and terminate such contract 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



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:
MCH10037

PAGE:
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
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SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 301-206-2555 ext 27	DATE 11/10/2009
TITLE Exec. Dir. for CSM	FBN 52-1575694	ADDRESS CHANGES TO BE NOTED ABOVE

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WV-36 (Rev 01/01/07)

STATE OF WEST VIRGINIA
PURCHASE CONTINUATION SHEET

Page ___ of ___ Pages

Requisition / P.O. No.:
MCH10037 ADDENDUM 4

File:
RW22

Acct No.:
MUL MUL MUL

Vendor: _____ P O Date: _____

Spending Unit:
WVDHHR/OMCFH/FPP

Item No.	Quantity	Description	Unit Price	Amount
		<p>TO RESPOND TO ADDITIONAL VENDOR INQUIRY ABOUT COST OF LIQUID BASED PAP TEST:</p> <p>THE LOW BID WAS \$15.50 PER TEST. HOWEVER WITH EACH RENEWAL THE VENDOR HAS QUOTED \$15.00 PER TEST AND THAT IS WHAT WE'VE BEEN PAYING</p>		



PATHOLOGIST AND DIRECTOR

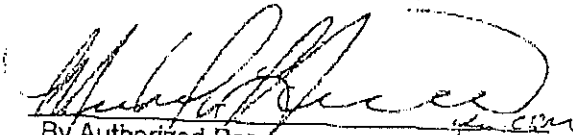
LABORATORY SERVICE AGREEMENT

This Agreement, entered into on November 15, 2007, by and between Cytology Services of Maryland, hereinafter called "CSM", and the West Virginia Department of Health and Human Resources hereinafter called "WVDHHR", shall commence on November 15, 2007. This Agreement is effective as of this date of execution and shall remain effective for twelve (12) months. This Agreement shall be subject to the terms and conditions stated below and in the Proposal for Laboratory Services **MCH70449** (dated October 19, 2006)

- I All prices are fixed for twelve (12) months from the date of execution of this contract. The price for Cytec's ThinPrep[®] Pap Test[™] shall be \$15.00 per test (reduced from \$15.50 as stated in the original contract), Digene's High-Risk HPV DNA Hybrid Capture 2 Test (B Probe) shall be \$37.00
- II Renewal The term of this Agreement shall be from November 15, 2007 through November 14, 2008

For Cytology Services of Maryland

For West Virginia Dept of Health and Human Resources


By Authorized Person


By Authorized Person

Michael LaFriniere
Name (Please Print)


JAMES A. JACKSON
Name (Please Print)

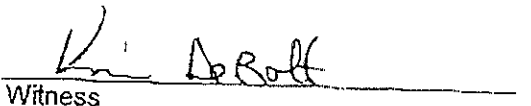
Executive Director
Title

Senior Buyer
Title

October 2, 2007
Date

October 17, 2007
Date


Witness


Witness