



6370 Wilcox Road  
Dublin, Ohio 43016

Telephone: 614-889-1061

July 29, 2011

Roberta Wagner  
Department of Administration  
Purchasing Division  
Building 15  
2019 Washington Street, East  
Charleston, WV 25305-0130

Dear Ms. Wagner:

As you may know, LabCorp is one of the largest and most innovative laboratory organizations in the country, capable of meeting the needs of virtually any provider. Our success was fostered by one primary objective: Provide a clinical laboratory services program that is responsive to clients' needs, wants and expectations. Our business strategy allows us to meet and anticipate the changing needs of our clients and prospects alike.

Convenience, quality, a comprehensive portfolio and excellent service describe LabCorp's network of strategically located patient service centers, local laboratories, a national esoteric laboratory and our Centers for Excellence. This network provides you with the individual attention and dependability of local personnel coupled with the support and strength of a national organization dedicated to researching, developing and implementing leading edge health care technology.

Attached for your examination is the LabCorp response to the July 6, 2011, Request for Quotation for Reference Laboratory Services BHS12013. Once you have reviewed this information, I hope that you will conclude that LabCorp is committed to and capable of providing you with the finest laboratory testing service available. Thank you for this opportunity to introduce LabCorp's advantages.

Sincerely,

L. Edward Gullett, Jr.  
Vice President, Controllor

RECEIVED

2011 AUG -4 AM 8:14

WV...



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  
 BHS12013

PAGE  
 1

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 Laboratory Corporation of America Holdings (LabCorp)  
 6370 Wilcox Road  
 Dublin, OH 43016

SHIP TO

HEALTH AND HUMAN RESOURCES  
 BBH/HF  
 ROOM 350  
 350 CAPITOL STREET  
 CHARLESTON, WV  
 25301-3702 304-558-3672

DATE PRINTED 07/22/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 08/04/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS ARE ATTACHED.						
2. ADDENDUM ACKNOWLEDGMENT 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.: BHS12013						
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 .. X .....						
NO. 2 .....						
NO. 3 .....						
NO. 4 .....						
NO. 5 .....						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 614-210-2860	DATE July 29, 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/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
  14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
  15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
  16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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 BHS12013

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 2

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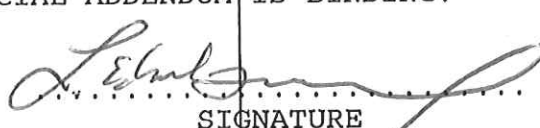
VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES  
 BBH/HF  
 ROOM 350  
 350 CAPITOL STREET  
 CHARLESTON, WV  
 25301-3702 304-558-3672

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07/22/2011				

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<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 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            Laboratory Corporation of America Holdings (LabCorp)            COMPANY            July 29, 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>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR		193-88		
OPEN END CONTRACT FOR REFERENCE LABORATORY SERVICES						
***** THIS IS THE END OF RFQ BHS12013 ***** TOTAL:						\$289,934.50

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WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES  
BUREAU FOR BEHAVIORAL HEALTH AND HEALTH FACILITIES  
OFFICE OF HEALTH FACILITIES ---- Reference Laboratory Services  
BHS12013 ADDENDUM #1

- 1) **Question:** Will the individual facilities have the authority to make adjustments in services provided by the successful vendor? For example, some homes may not require 7 day a week courier and or phlebotomy.

**ANSWER:** Each facility will follow all mandatory specifications, however all facilities may adapt these requirements in such a manner that best suites the needs of the facility and the clientele they serve.

- 2) **Question:** Could we be provided an estimated breakdown of the number of monthly tests by location of the following:
1. Hopemont Hospital
  2. John Manchin Sr. Health Care Center
  3. Welch Community Hospital
  4. William R. Sharpe Hospital

**ANSWER:** As stated in the RFQ, section 1.2.23, quantities listed are estimates only. Actual amounts and test types will vary depending on the needs of the facilities whether those needs are greater or less than the quantities listed. Unit price per test or procedure shall remain firm for the life of the contract.

- 3) **Question:** Mandatory Requirements does not list any information regarding "stat" service, would each individual facility use their local hospital for this service as necessary?

**ANSWER:** "Stat" services are not listed as a mandatory requirement; each individual facility will utilize the services of local hospitals as needed.

- 4) **Question:** Payment: Will the Vendor direct bill MCR B and MCD or does the Vendor bill the facility at the special contract rate?

**ANSWER:** At this time, the OpenVista software does not have the capability to transmit patient Medicare or Medicaid numbers with the outgoing lab orders thus precluding direct Medicare or Medicaid billing. All invoicing shall be billed to the facilities in the manner referenced in paragraph three (3) of the RFQ which refers to the Payment terms.



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**304-558-0067**

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07/06/2011				

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR	193-88			
OPEN-END BLANKET CONTRACT ***** MANDATORY PRE-BID MEETING ON 7/19/2011 AT 1:30 PM IN ROOM 350, LOCATED AT 350 CAPITOL ST., CHARLESTON, WV 25301 *****						
OPEN END CONTRACT FOR REFERENCE LABORATORY SERVICES  VENDOR TO PROVIDE REFERENCE LABORATORY SERVICES TO THE WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES STATE-OWNED FACILITIES WHICH INCLUDE: WILLIAM R SHARPE, JR. HOSPITAL MILDRED MITCHELL BATEMAN HOSPITAL PINECREST HOSPITAL LAKIN HOSPITAL WELCH COMMUNITY HOSPITAL HOPEMONT HOSPITAL JOHN MANCHIN SR. HEALTH CARE CENTER  (SEE ATTACHED SPECIFICATIONS)  EXHIBIT 3  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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 614-210-2860	DATE July 29, 2011
TITLE Vice President, Controller	FEIN 13-3757370	ADDRESS CHANGES TO BE NOTED ABOVE

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 804-558-0067

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VENDOR

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<p>NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE</p>						

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<p>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 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 7/20/2011. 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>						

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<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 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>MANDATORY PRE-BID            A MANDATORY PRE-BID WILL BE HELD ON 7/19/2011 AT 1:30 PM IN ROOM 352 AT 350 CAPITOL ST., CHARLESTON, WV. INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER</p>						

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<p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</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>REV 07/16/2007            VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE</p>						

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BID OPENING DATE: 08/04/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VERSION WHICH IS AVAILABLE HERE:  <a href="http://www.state.wv.us/admin/purchase/vrc/venpref.pdf">HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</a></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> <p>SEALED BID</p> <p>BUYER: RW-22</p> <p>RFQ. NO.: BHS12013</p> <p>BID OPENING DATE: 08/04/2011</p> <p>BID OPENING TIME: 1:30PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>614-761-0791</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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



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  
**BHS12013**

PAGE  
**7**

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

**HEALTH AND HUMAN RESOURCES**  
**BBH/HF**  
**ROOM 350**  
**350 CAPITOL STREET**  
**CHARLESTON, WV**  
**25301-3702 304-558-3672**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/06/2011				

BID OPENING DATE: **08/04/2011** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY): Lisa Thompson, Team Lead, Bids/Proposals Department -----						
***** THIS IS THE END OF RFQ BHS12013 ***** TOTAL:						<u>\$289,934.50</u>

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'

**Open End Contract for Reference Laboratory Services  
BHS12013**

**1.1 Purpose:**

To provide reference laboratory services to the West Virginia Department of Health and Human Resources (WVDHHR), Bureau for Behavioral Health and Health Facilities (BHFF), State owned facilities which include: William R. Sharpe, Jr. Hospital, Mildred Mitchell Bateman Hospital, Jackie Withrow Hospital, Lakin Hospital, Welch Community Hospital, Hopemont Hospital, and John Manchin Sr. Health Care Center, hereafter referred to as "facilities".

**Location of Facilities:**

Jackie Withrow Hospital  
105 S. Eisenhower Drive  
Beckley, WV 25801

Hopemont Hospital  
150 Hopemont Drive  
Terra Alta, WV 26764

Lakin Hospital  
11522 Ohio River Rd  
West Columbia, WV 25287

John Manchin Sr. Health Care Center  
401 Guffey Street  
Fairmont, WV 26554

Welch Community Hospital  
454 McDowell Street  
Welch, WV 24801

Mildred Mitchell-Bateman Hospital  
1530 Norway Ave.  
Huntington, WV 25709

William R. Sharpe, Jr. Hospital  
936 Sharpe Hospital Road  
Weston, WV 26452

**1.2 Mandatory Requirements**

- 1.2.1 Vendor shall provide reference laboratory services to the above listed State owned facilities.
- 1.2.2 Vendor must establish connectivity with the Data Innovations server, and compatibility with the Instrument Manager software used by the state facilities within ninety (90) days of the start of the contract. This will create an HL7 format, bidirectional interface between the vendor and the Electronic Patient Record System for the flow of facility laboratory orders to the vendor and lab results from the vendor.
- 1.2.3 Vendor shall develop and maintain a process to supply printed laboratory results to a designated printer at each facility in the event of any issues inhibiting the transfer of data through Medsphere Open Vista.
- 1.2.4 Vendor shall ensure that all laboratory policies and procedures comply with the regulations of the Health Insurance Portability and Accountability Act (HIPAA).
- 1.2.5 Vendor shall provide current copies of Clinical Laboratory Improvement Amendments (CLIA) and College of American Pathologists (CAP)

certificates. The vendor shall maintain on-going certification by (CLIA) and (CAP) and provide copies of certificates upon any renewals which occur during the contract period.

- 1.2.6 Vendor shall maintain compliance with (CLIA) regulations that address specimen rejection and the categorization of specimens as unsatisfactory.
- 1.2.7 Vendor shall ensure that all information provided in the laboratory reports complies with (CAP) standards.
- 1.2.8 Vendor shall maintain compliance with (CLIA) regulations regarding Quality Control and Quality Assurance, including documentation of the vendor's proficiency testing program. The vendor shall provide all such documentation to BHHF, or its individual facilities, upon request.
- 1.2.9 Vendor shall maintain stored lab results for Quality Assurance monitoring and assessment of laboratory services for the current time periods mandated by regulatory bodies (CAP and CLIA).
- 1.2.10 Vendor shall maintain all specimen and report data in electronic format, including the total number of tests performed on a daily, monthly and annual basis by individual testing category. Vendor shall provide all such comprehensive or individual facility statistical reports to BHHF, or each individual facility, upon request.
- 1.2.11 Vendor shall employ a Board Certified Pathologist who is to be made available seven days each week, during normal working hours, for questions and/or interpretation of test results.
- 1.2.12 Vendor shall provide the facilities, on an on-going basis, with the name, address, and telephone number of their account representatives. Vendor shall also provide the facilities with a telephone referral service (twenty four hours a day/seven days a week) (24/7) for the purpose of responding to facility inquires that require technical or professional support.
- 1.2.13 Vendor shall provide a set fee for phlebotomy services to be provided at the designated facilities. When, and/or if, a phlebotomist is needed, the facility will contact the vendor for the provision of services pursuant to the fee quoted. Please note: all travel expenses, if any, must be included in the fee as an all inclusive rate.
- 1.2.14 Vendor shall provide dedicated laboratory collection (courier) services seven (7) days per week at each facility for pick-up and transport of specimens. Collection times shall take into consideration the facilities' needs for optimal test result turnaround times.
- 1.2.15 Vendor shall assume responsibility and liability for examining, interpreting and reporting results of all specimens.
- 1.2.16 Vendor shall provide the facilities with written instructions regarding patient preparation, proper specimen collection, specimen identification,

specimen preservation, and specimen transport. Vendor will supply on-site training of facility staff as needed.

- 1.2.17 Vendor shall provide the facilities with all supplies and materials necessary for collection and transport of specimen for testing. This includes, but is not limited to, vacutainers, tubes, needles, preservatives, 24 hour urine containers, cytology and histology containers with preservatives, slides, fixatives, plastic transport bags, centrifuges and a directory for all services offered.
- 1.2.18 Vendor shall provide microbiology culture results in accordance with the applicable standards for the specimen. Routine cultures with positive results shall have preliminary reports prepared within 24 hours, followed by a report within 48 hours, and a final report within 72 hours of collection of the specimen at the facility.
- 1.2.19 Vendor shall provide general routine chemistries results no later than 24 hours after collection of specimens at the facilities.
- 1.2.20 After collection of specimens, vendor shall provide turnaround time for Cytology results within five (5) days and Histology within four days (4) unless further study or staining is required.

**Exceptions to prescribed turnaround times are as follows:**

**Cytology results turnaround time:**

Suspicious, abnormal, unusual specimens or those submitted with insufficient information may require a longer turnaround time; however, in the case of such occurrences the facility must be notified.

**Surgical pathology turnaround time:**

Depending on the complexity of diagnosis and case load, surgical pathology results may require a longer turnaround time; however, in the case of such occurrences the facility must be notified. A preliminary diagnosis shall be made available by the vendor via telephone or computer printer, with a final signed report to follow.

- 1.2.21 Vendor shall not sub-contract more than 1% (one per cent) of the types of tests to be processed. The Vendor will be the Subagent to the Bureau and will be wholly responsible for all reference lab activities.
- 1.2.22 A broad list of the type and estimated quantity of tests, profiles, screens and cultures required by the facilities are attached as Exhibit A. These exhibits only represent commonly required and/or requested tests to be utilized for evaluation purposes. Additional tests, including tests not listed within the exhibits, shall be provided by the vendor as necessary and as ordered by the facilities.
- 1.2.23 This will be an open end contract. Quantities listed are estimates only. Actual amounts and test types will vary depending on the needs of the



facilities whether those needs are greater or less than the quantities listed. Unit price per test or procedure shall remain firm for the life of the contract.

- 1.2.24 A mandatory pre-bid conference shall be conducted at 350 Capitol St., Rm. 350, Charleston, WV 25301 at 1:30 pm on 7/19/2011. All interested vendors are required to be present at this meeting. Any vendor failing to attend the mandatory pre-bid conference will not be considered for award. No one person can represent more than one vendor.

## 2. Method of Evaluation:

The contract will be awarded to a single vendor with the lowest grand total cost for providing the services listed in Exhibits A & B and that meets all mandatory requirements. All bids should be all inclusive.

## 3. Payment:

The Vendor shall submit invoices, in arrears, on a monthly basis, to each Facility at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Payment will be made in arrears, upon completion of delivery, installation and in-service training. State law forbids payment of invoices prior to receipt of goods or services.

## 4. Insurance Requirements:

The vendor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. The vendor shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the vendor, its agents and employees in the following amounts:

- 1) For Bodily Injury (including death): Minimum amount of \$1,000,000 per occurrence.
- 2) For property damage and professional liability: Minimum amount of \$1,000,000 per occurrence.

West Virginia Department of Health and Human Resources  
 Bureau for Behavioral Health and Health Facilities  
 Office of Health Facilities ---- Reference Laboratory Services

BHS12013

**EXHIBIT A**

BHS10038				COLUMN A	COLUMN B	COLUMN C	
EXHIBIT - A- Bid Sheet							
Item Description (Test)	CPT codes	Test #	LabCorp Description	Estimated Annual Volume of Tests	Cost Per Test	Total (A x B)	
1	Adrenocorticotrophic Hormone (ACTH)	82024	004440	ACTH, Plasma	120	\$35.00	\$4,200.00
2	Aerobic Bacterial Culture General	87070	008649	Aerobic Bacterial Culture	210	\$10.00	\$2,100.00
3	Aerobic Identification	87077	008664	Organism ID, Bacteria	30	\$15.00	\$450.00
4	a-Fetoprotein (AFP)	82105	010801	AFP,Serum, Open Spina Bifida	65	\$17.00	\$1,105.00
5	Alanine Aminotransferase (ALT)	84460	001545	ALT (SGPT)	160	\$2.75	\$440.00
6	Albumin	82040	001081	Albumin, Serum	250	\$2.75	\$687.50
7	Ammonia	82140	007054	Ammonia, Plasma	70	\$10.00	\$700.00
8	Amylase	82150	001396	Amylase, Serum	65	\$3.75	\$243.75
9	Anaerobic Culture	87075	008904	Anaerobic Culture	145	\$19.00	\$2,755.00
10	Antinuclear antibodies (ANA)	86037	164855	ANA Qualitative	80	\$6.00	\$480.00
11	Antistreptolysin O Antibodies	86060	006031	Antistreptolysin O Antibodies	20	\$6.00	\$120.00
12	Aspartate Aminotransferase (AST)	84450	001123	AST (SGOT)	100	\$2.75	\$275.00
13	Basic Metabolic Panel	80048	322758	Basic Metabolic Panel (8)	435	\$3.45	\$1,500.75
14	Bilirubin, Direct	82248	001222	Bilirubin, Direct	10	\$2.75	\$27.50
15	Bilirubin, Total	82247	001099	Bilirubin, Total	10	\$2.75	\$27.50
16	B-Type Natriuretic Peptide	83880	140889	B-Type Natriuretic Peptide	15	\$35.00	\$525.00
17	C4-Binding Protein	83520	500452	Esoterix C4 Binding Protein	150	\$120.00	\$18,000.00
18	Calcitriol (Vitamin D 1,25 Dihydroxy)	82652	081091	Vitamin D, 1,25 Dihydroxy	300	\$32.00	\$9,600.00
19	Calcium	82310	001016	Calcium, Serum	60	\$2.75	\$165.00
20	Calcium, Ionized	82230	004804	Calcium, Ionized, Serum	10	\$15.00	\$150.00
21	Carbamazepine	80156	007419	Carbamazepine(Tegretol), Serum	100	\$10.00	\$1,000.00
22	CD4 Helper T-Lymph	86360	505008	Helper T-Lymph-CD4	10	\$30.00	\$300.00
23	Chlamydia by GenProbe	87490	098012	Chlamydia, DNA Probe	320	\$7.00	\$2,240.00
24	Cholesterol	82465	001065	Cholesterol, Total	10	\$2.75	\$27.50
25	Clostridium Difficile Toxins	87324	086207	C difficile Toxins A+B, EIA	80	\$11.00	\$880.00
26	Clozapine	80154	706440	CLOZAPINE (CLOZARIL), SERUM	20	\$35.00	\$700.00
27	Complete Blood Count (CBC) with differential	85025	005009	CBC With Differential/Platelet	2,850	\$3.00	\$8,550.00
28	C-Peptide	84681	010108	C-Peptide, Serum	25	\$17.00	\$425.00
29	Creatine <i>CPT Code is for Creatinine</i>	82565	001370	Creatinine, Serum	250	\$2.75	\$687.50
30	Creatine Kinase (CK) MB	82553	120816	Creatine Kinase (CK), MB	10	\$35.00	\$350.00
31	Creatine Kinase (CK) Total	82550	001362	Creatine Kinase, Total, Serum	110	\$2.75	\$302.50
32	Culture, Blood	87040	008300	Blood Culture, Routine	350	\$8.00	\$2,800.00
33	Culture, Stool	87427	008144	Stool Culture	25	\$30.00	\$750.00
34	Culture, Urine	87086	008847	Urine Culture, Routine	650	\$7.00	\$4,550.00
35	Digoxin	80162	007385	Digoxin (Lanoxin), Serum	120	\$6.00	\$720.00
36	Drug Screen Confirmation (Individual Drugs)	80102		<i>See individual tests listed below</i>	950	\$25.00	\$23,750.00
			071282	Amphetamine Confirmation, Ur			
			071290	Barbiturate Confirmation, Ur			
			071308	Benzodiazepine Confirmation,Ur			
			071316	Cannabinoid Confirmation, Ur			

**\*\*CONFIDENTIAL\*\***

West Virginia Department of Health and Human Resources  
 Bureau for Behavioral Health and Health Facilities  
 Office of Health Facilities ---- Reference Laboratory Services

BHS12013

**EXHIBIT A**

BHS10038				COLUMN A	COLUMN B	COLUMN C	
EXHIBIT - A- Bid Sheet							
Item Description (Test)	CPT codes	Test #	LabCorp Description	Estimated Annual Volume of Tests	Cost Per Test	Total (A x B)	
		071324	Cocaine Metabolite Confirm,Ur				
		071332	Methaqualone Conf (GC/MS)				
		071456	Opiate Confirmation, Urine				
		071464	Phencyclidine, Confirm, Urine				
		074567	Propoxyphene Confirmation, Ur				
		700070	METHADONE CONFIRMATION, URINE				
37	Drug Screen Urine	80101 x 10	733688	733688 10 Drug-Scr	1,350	\$13.00	\$17,550.00
38	Electrolytes	80051	303754	Electrolyte Panel	275	\$3.05	\$838.75
39	Ethanol, Alcohol	82055	017996	Ethanol, Blood	10	\$23.00	\$230.00
40	Fecal Fat	82710	001677	Fecal Fat, Qualitative	10	\$20.00	\$200.00
41	Ferritin	82728	004598	Ferritin, Serum	65	\$5.00	\$325.00
42	Folate	82746	002014	Folates (Folic Acid), Serum	290	\$5.50	\$1,595.00
43	Folate RBC	82747	266015	Folate, RBC	125	\$20.00	\$2,500.00
44	Follicular Stimulating Hormone (FSH)	83001	004309	FSH, Serum	20	\$9.00	\$180.00
45	Glucose	82947	001032	Glucose, Serum	170	\$2.75	\$467.50
46	Glucose Tolerance Test	82952	102004	Gestational Glucose Tolerance	15	\$20.00	\$300.00
47	Glutamyltransferase, Gamma (GGT)	82977	001958	GGT	1,200	\$2.75	\$3,300.00
48	Gynecologic Pap Smear	88175	193000	Image Guided Pap Test	230	\$30.00	\$6,900.00
49	Gynecologic Pap Smear Thin Prep	88147	192005	Gynecologic Mono-layer Pap	50	\$24.00	\$1,200.00
50	Haloperidol	80173	070482	Haloperidol (Haldol), Serum	15	\$16.00	\$240.00
51	HDL Cholesterol	83718	001925	HDL Cholesterol	30	\$7.00	\$210.00
52	Helicobacter Pylori Antibodies	86677	162289	H. Pylori IgG, ABS	15	\$16.00	\$240.00
53	Hematocrit	85014	005058	Hematocrit	25	\$2.85	\$71.25
54	Hemoglobin	85018	005041	Hemoglobin	25	\$2.85	\$71.25
55	Hemoglobin (HB) A1C	83036	001453	Hemoglobin A1c	950	\$5.00	\$4,750.00
56	Hepatic Panel (Liver)	80076	322755	Hepatic Function Panel (7)	350	\$3.35	\$1,172.50
57	Hepatitis A IGM	86709	006734	Hep A Ab, IgM	250	\$8.50	\$2,125.00
58	Hepatitis B Core AB IgG	86704	006718	Hep B Core Ab, Tot	710	\$6.00	\$4,260.00
59	Hepatitis B Core AB IGM	86705	016881	Hep B Core Ab, IgM	250	\$8.00	\$2,000.00
60	Hepatitis B S AB	86076	006395	Hep B Surface Ab	220	\$7.00	\$1,540.00
61	Hepatitis B S AG	87340	006510	Hep B Surface Ag	1,150	\$5.00	\$5,750.00
62	Hepatitis C AB	86803	140659	Hep C Virus Ab	620	\$7.00	\$4,340.00
63	Hepatitis C by PCR	87521	550080	Hepatitis C Virus (HCV), Real Time PCR, Quantitative	10	\$129.00	\$1,290.00
64	Hepatitis C Genotype	87902	550475	Hepatitis C Virus Genotyping	10	\$300.00	\$3,000.00
65	Hepatitis Profile, Acute	80074	322744	Hepatitis Panel (4)	450	\$28.50	\$12,825.00
66	Herpes Culture	87255	186072	HSV Culture Without Typing	10	\$20.00	\$200.00
67	Herpes Simplex Virus (HSV)	87273	164905	HSV 1 and 2-Specific Ab, IgG	35	\$42.00	\$1,470.00
68	Human Chorionic Gonadotropin	84703	004556	hCG, Beta Subunit, Qual, Serum	100	\$12.00	\$1,200.00
69	Human Chorionic Gonadotropin, Urine	81025	004036	Pregnancy Test, Urine	15	\$7.00	\$105.00
70	Human Immunodeficiency Virus (HIV)	86701	083824	HIV 1/O/2 Antibodies, Prelim Test/Confirm	150	\$14.00	\$2,100.00

West Virginia Department of Health and Human Resources  
 Bureau for Behavioral Health and Health Facilities  
 Office of Health Facilities ---- Reference Laboratory Services

BHS12013

**EXHIBIT A**

BHS10038				COLUMN A	COLUMN B	COLUMN C	
EXHIBIT - A- Bid Sheet							
	Item Description (Test)	CPT codes	Test #	LabCorp Description	Estimated Annual Volume of Tests	Cost Per Test	Total (A x B)
71	Human Immunodeficiency Virus RNA by PCR	87536	550430	RNA, Real Time PCR (Non-Graph)	30	\$125.00	\$3,750.00
72	Insulin	83525	004333	Insulin, Fasting	35	\$6.00	\$210.00
73	Iron	83540	001339	Iron, Serum	1,270	\$2.75	\$3,492.50
74	Iron Binding Capacity	83550	001321	Iron and TIBC	20	\$6.00	\$120.00
75	Lactic Acid Dehydrogenase (LD)	83615	001115	LDH	1,200	\$2.75	\$3,300.00
76	Lamotrigine (Lomictal)	82491	716944	LAMOTRIGINE (LAMICTAL), SERUM	10	\$35.00	\$350.00
77	Lead	83655	007625	Lead, Blood (Adult)	70	\$8.00	\$560.00
78	Lipase	83690	001404	Lipase, Serum	20	\$3.75	\$75.00
79	Lipid Panel	80061	303756	Lipid Panel	1,800	\$3.50	\$6,300.00
80	Lithium	80178	007708	Lithium (Eskalith), Serum	600	\$5.00	\$3,000.00
81	Low Density Lipoprotein (LDL) Cholesterol	83721	120295	LDL Cholesterol (Direct)	35	\$20.00	\$700.00
82	Luteinizing Hormone (LH)	83002	004283	Luteinizing Hormone, Serum	15	\$9.00	\$135.00
83	Magnesium	83735	001537	Magnesium, Serum	150	\$4.50	\$675.00
84	Metabolic Panel Comprehensive	80053	322000	Comp. Metabolic Panel (14)	1,900	\$4.05	\$7,695.00
85	Microalbumin urine	82043	140050	Microalbumin, 24 hr Urine	20	\$4.25	\$85.00
86	Mononucleous	86309	006189	Mononucleosis Test, Qual	30	\$15.00	\$450.00
87	Mumps	86735	096552	Mumps Antibodies, IgG	30	\$15.00	\$450.00
88	Mycobacterium (reflex @ add. Cost)	87186	182923	Slow Grower Broth Suscep	10	\$173.25	\$1,732.50
			182915	Rapid Grower Broth Suscep		\$173.25	
89	Neisseria Gonorrhoeae, GC by GenProbe	87590	098004	N gonorrhoeae by DNA Probe	310	\$7.00	\$2,170.00
90	Ova & Parasite	87177	008623	Ova + Parasite Exam	20	\$10.00	\$200.00
91	Parathyroid Hormone, (PTH) Intact	83970	015610	PTH, Intact	115	\$10.00	\$1,150.00
92	Partial Thromboplastin Time (PTT)	85730	005207	PTT, Activated	150	\$3.00	\$450.00
93	Phenobarbital	80184	007823	Phenobarbital, Serum	100	\$12.00	\$1,200.00
94	Phenytoin Dilantin	80185	007401	Phenytoin (Dilantin), Serum	350	\$10.00	\$3,500.00
95	Phosphorus	84100	001024	Phosphorus, Serum	1,300	\$2.75	\$3,575.00
96	Potassium	84132	001180	Potassium, Serum	50	\$2.75	\$137.50
97	Prealbumin	84134	016931	Prealbumin	150	\$20.00	\$3,000.00
98	Primidone, Mysoline	80188	007856	Primidone (Mysoline), Serum	10	\$20.00	\$200.00
99	Prolactin	84146	004465	Prolactin	50	\$9.00	\$450.00
100	Prostate Specific Antigen (PSA)	84153	010322	Prostate-Specific Ag, Serum	100	\$7.00	\$700.00
101	Protein Electrophoresis	84155	001487	Protein Electro.,S	15	\$67.75	\$1,016.25
102	Prothrombin Time (PT)	85610	005199	Prothrombin Time (PT)	850	\$3.00	\$2,550.00
103	Rapid Plasma Reagin (RPR)	86592	006072	RPR	330	\$5.00	\$1,650.00
104	Renal Function Panel	80069	322777	Renal Panel (10)	100	\$3.65	\$365.00
105	Reticulocyte	85044	005280	Reticulocyte Count	20	\$4.00	\$80.00
106	Rheumatoid Factor (RF)	86430	006502	Rheumatoid Arthritis Factor	115	\$4.50	\$517.50
107	Rubella	86762	006197	Rubella Antibodies, IgG	30	\$15.00	\$450.00
108	Rubeola	86765	096560	Rubeola Antibodies, IgG	30	\$15.00	\$450.00

West Virginia Department of Health and Human Resources  
Bureau for Behavioral Health and Health Facilities  
Office of Health Facilities ---- Reference Laboratory Services

BHS12013

**EXHIBIT A**

	BHS10038				COLUMN A	COLUMN B	COLUMN C
	EXHIBIT - A - Bid Sheet						
	Item Description (Test)	CPT codes	Test #	LabCorp Description	Estimated Annual Volume of Tests	Cost Per Test	Total (A x B)
109	Sedimentation Rate (ESR)	85651	005215	Sedimentation Rate-Westergren	30	\$3.50	\$105.00
110	Sodium	84295	001198	Sodium, Serum	25	\$2.75	\$68.75
111	Testosterone, Total	84403	004226	Testosterone, Serum	50	\$9.00	\$450.00
112	Theophylline	80198	007336	Theophylline, Serum	60	\$10.00	\$600.00
113	Thyroid Stimulating Hormone	84443	004259	TSH	400	\$5.00	\$2,000.00
114	Thyroxine (T4)	84436	001149	Thyroxine (T4)	830	\$3.25	\$2,697.50
115	Thyroxine (T4), Free	84439	001974	Thyroxine (T4) Free, Direct, S	1,300	\$5.00	\$6,500.00
116	Triglycerides	84478	001172	Triglycerides	15	\$2.75	\$41.25
117	Triiodothyronine (T3)	84480	002188	Triiodothyronine (T3)	860	\$20.00	\$17,200.00
118	Triiodothyronine (T3) Free	84481	010389	Triiodothyronine, Free, Serum	70	\$16.00	\$1,120.00
119	Toponin	84484	120832	Troponin I	10	\$132.75	\$1,327.50
120	Urea Nitrogen (BUN)	84520	001040	BUN	240	\$2.75	\$660.00
121	Uric Acid	84550	001057	Uric Acid, Serum	1,250	\$2.75	\$3,437.50
122	Urinalysis	81000	003038	Urinalysis, Routine	1,250	\$3.00	\$3,750.00
123	Valproic Acid	80164	007260	Valproic Acid (Depakote),S	1,000	\$9.00	\$9,000.00
124	Varicella-Zoster Virus	86787	096206	Varicella-Zoster V Ab, IgG	100	\$12.00	\$1,200.00
125	Vitamin B12	82607	001503	Vitamin B12	400	\$6.50	\$2,600.00
126	Vitamin D 25-Hydroxy	82306	081950	Vitamin D, 25-Hydroxy	75	\$18.00	\$1,350.00

*Total of Exhibit A - Bid Sheet*      \$287,129.50

LabCorp has attempted to match a test code to each test or profile identified in this bid based on the written test descriptions provided. If the specific test code is used in ordering the test, the price quoted will be in effect. If LabCorp has assigned an inaccurate test code due to its misunderstanding of your test description, or if the test configurations do not meet your needs for any reason, please contact your LabCorp sales representative or account manager immediately. We will review the test requirements and, if necessary, assign a more appropriate test code at a mutually agreeable price.

For the performance of tests not set forth above, LabCorp will offer the fees set forth in the price list current at the time the test is performed less an across-the-board discount of fifty percent (50%), except for the tests listed in LabCorp's "Non-Discountable List", which will be performed at book price. LabCorp shall have the right to remove any test from the set price list and place it on the Non-Discountable List, in the event of a material change which affects the difficulty or cost of providing any test.

West Virginia Department of Health and Human Resources  
Bureau for Behavioral Health and Health Facilities  
Office of Health Facilities ---- Reference Laboratory Services

BHS12013

**EXHIBIT B (Vendor's Attachment of Phlebotomy Services)**

		Column A	Column B	Column C
	Facility	Estimated Annual Draws	Rates per Draw for Phlebotomy services	Total (A x B)
1	Hopemont Hospital	5	\$3.00	\$15.00
2	Lakin Hospital	520	\$3.00	\$1,560.00
3	Pinecrest Hospital	390	\$3.00	\$1,170.00
4	John Manchin Sr. HCC	5	\$3.00	\$15.00
5	M.M. Bateman Hospital	5	\$3.00	\$15.00
6	W.R. Shapre Jr. Hospital	5	\$3.00	\$15.00
7	Welch Community Hospital	5	\$3.00	\$15.00
	<b>LabCorp Test Code 998085 Venipuncture</b>		<i>Total of Exhibit C - Bid Sheet</i>	\$2,805.00

<i>Total of Exhibit A - Bid Sheet</i>	\$287,129.50
<i>Total of Exhibit B - Bid Sheet</i>	\$2,805.00
<i>Grand Total = Exhibit A + B</i>	<b>\$289,934.50</b>

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: July 28, 2011

Title: Vice President, Controller

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

RFQ No. BHS12013

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: [Signature] Date: July 28, 2011

State of Kentucky

County of Jefferson, to-wit:

Taken, subscribed, and sworn to before me this 28<sup>th</sup> day of July, 2011.

My Commission expires October 18, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



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

**LABORATORY NAME AND ADDRESS**

LABORATORY CORPORATION OF AMERICA  
6370 WILCOX ROAD  
DUBLIN, OH 43016

**CLIA ID NUMBER**  
36D0327333

**EFFECTIVE DATE**  
06/14/2011

**LABORATORY DIRECTOR**  
PATRICIA A MILLER CANFIELD

**EXPIRATION DATE**  
06/13/2013

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 hereon (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.



*Judith A. Yost*

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

157 cert52\_052111

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:

<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>
BACTERIOLOGY (110)	06/14/1995
MYCOBACTERIOLOGY (115)	06/14/1995
MYCOLOGY (120)	06/14/1995
PARASITOLOGY (130)	06/14/1995
VIROLOGY (140)	06/14/1995
SYPHILIS SEROLOGY (210)	06/14/1995
GENERAL IMMUNOLOGY (220)	06/14/1995
ROUTINE CHEMISTRY (310)	06/14/1995
URINALYSIS (320)	06/14/1995
ENDOCRINOLOGY (330)	06/14/1995
TOXICOLOGY (340)	06/14/1995
HEMATOLOGY (400)	06/14/1995
ABO & RH GROUP (510)	06/14/1995

<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>
ANTIBODY TRANSFUSION (520)	06/14/1995
ANTIBODY NON-TRANSFUSION (530)	06/14/1995
ANTIBODY IDENTIFICATION (540)	06/14/1995



FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT [WWW.CMS.HHS.GOV/CLIA](http://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.



*Advancing Excellence*

**Accredited  
Laboratory**



# The College of American Pathologists

*certifies that the laboratory named below*

***Laboratory Corporation of America***

***Dublin, Ohio***

***Modina R. Thrasher, MD***

LAP Number: 1635001

AU-ID: 1182090

CLIA Number: 36D0327333

*has met all applicable standards for accreditation and is hereby fully accredited by the College of American Pathologists' Laboratory Accreditation Program. Reinspection should occur prior to September 20, 2011 to maintain accreditation.*

Accreditation does not automatically survive a change in director, ownership, or location and assumes that all interim requirements are met.

*Robert Williams, MD*

Chair, Commission on Laboratory Accreditation

*David R. Schwartz, MD PhD FCAP*

President, College of American Pathologists



# 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).

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

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 YVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY 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 STATU-TORY 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 Schedules, if more space is required)  
 Evidence of coverage.

<b>CERTIFICATE HOLDER</b> Laboratory Corporation of America Holdings & Subsidiaries 358 S. Main Street Burlington, NC 27215 USA	<b>CANCELLATION</b> 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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Holder Identifier : Sample 15

Certificate No : 570040670690