



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
 WEH70220

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

VENDOR

*709064934 910-229-1127
 LABORATORY CORPORATION OF AMER
 231 MAPLE AVENUE
 BURLINGTON NC 27415

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/13/2006				

BID OPENING DATE: 08/15/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		948-55		
<p style="text-align: center;">REQUEST FOR QUOTATION BLANKET OPEN-END CONTRACT</p> <p>THE WEST VIRGINIA DIVISION OF PURCHASING IS SOLICITING BIDS FOR WELCH COMMUNITY HOSPITAL AT 454 MCDOWELL ST., WELCH, WV 24801 TO PROVIDE REFERENCE LABORATORY SERVICES.</p> <p>PLEASE NOTE THE FOLLOWING ATTACHMENTS: 1) WEH70220 SPECIFICATIONS 2) COST PROPOSAL 3) EXHIBIT 1 4) AFFIDAVIT</p> <p style="text-align: center;">REQUEST FOR QUOTATION TO PROVIDE REFERENCE LABORATORY SERVICES FOR WELCH COMMUNITY HOSPITAL AT 454 MCDOWELL STREET, WELCH, WV 24801 PER THE ATTACHED SPECIFICATIONS.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

**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 \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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 cases 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.

SIGNED BID TO:

Department of Administration
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EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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.						
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.						
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.						
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						

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<p>TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, 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</p>						

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				ELECTRONIC MEDIUM SUCH AS CD-ROM. REV. 04/11/2001		
<p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON JULY 25, 2006. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER, OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX; 304-558-4115 EMAIL: RWAGNER@WVADMIN.GOV</p>						
<p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p>						

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<p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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</p> <p>() BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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</p>						

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<p>PRECEDING SUBMISSION OF THIS BID; OR () 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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA</p>						

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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: ----- DATE: ----- SIGNED: ----- TITLE: ----- * CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00) NOTICE AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						

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THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPES OR THE BIDS MAY NOT BE CONSIDERED: SEALED BID BUYER:-----ROBERTA WAGNER/FILE 22----- RFQ. NO.:-----WEH70220----- BID OPENING DATE:-----08/15/2006----- BID OPENING TIME:-----1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): -----						

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***** THIS IS THE END OF RFQ WEH70220 ***** TOTAL:						

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REQUEST FOR QUOTATION
STATE OF WEST VIRGINIA
Department of Health and Human Resources
Welch Community Hospital
RFQ #WEH70220

GENERAL INFORMATION

Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the Department of Health and Human Resources, Bureau for Behavioral Health Facilities, Welch Community Hospital, "Agency" is soliciting Quotations to provide Reference Laboratory Services for Welch Community Hospital.

Project:

The mission or purpose of this project is to provide Reference Lab Services for Welch Community Hospital

Schedule of Events:

Release of the RFQ.....7/14/2006
Vendor's Written Questions Submission Deadline
(Close of Business).....7/25/2006
Response to Questions/Addendum Issued.....8/1/2006
Bid Opening Date.....8/15/2006

OPERATING ENVIRONMENT

Location

Agency is located at Welch Community Hospital, 454 McDowell Street, Welch WV 24801

Background:

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

The following numbers represent the typical utilization encountered by the outpatient service area of Welch Community Hospital for the 2005 fiscal year:

Emergency Room Patients – 9,956
Observation Visits – 1,725
Clinic Patients – 26,713
Surgeries – 454
Deliveries – 80
Laboratory Tests – 723,764
Radiology – 15,763
CAT Scans – 2,909
Ultrasound – 1,802
Mammographies – 564
Respiratory Tests – 29,293
Electrocardiograms – 4,818
Admissions – 1,276
 Long Term Care ADC (56 Patients per day) – 94%
 Overall ADC (71 Patients per day) – 66%
Total Patient Days (20,296 Long Term Care and 5,445 Acute Care Days) – 25,741

Outpatient Services Provided Are:

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

PROCUREMENT SPECIFICATIONS

General Requirements

The mission/purpose of this project is to provide Reference Laboratory Services.

Welch Community Hospital desires a Vendor with a proven track record for the providing of Reference Laboratory Services. Vendor must have provided such services for at least three (3) years.

Vendor shall provide references of at least three (3) clients from whom the vendor has provided Reference Laboratory Services.

SCOPE OF WORK:

The vendor is to quote the providing of Reference Laboratory Services to Welch Community Hospital consistent with all applicable State and Federal Laws and Regulations, more specifically, vendor shall include, but not be limited to the following requirements:

1. Vendor must provide supplemental testing services for the following testing for the term of the contract period. The attached listing of testing services contains data for the most recently completed three (3) months of operations (See attached Exhibit 1, Workload Information).
2. Vendor must provide histology and cytology testing at such times when Pathologist of Welch Community Hospital is not available.
3. Vendor must provide Bacteriology Services (cultures and sensitivity) when the Bacteriology section of the Hospital's Lab is unavailable.
4. Vendor must meet all requirements of accreditation including JCAHO and CLIA certification. A certification of accreditation must be provided with the vendor's bid.
5. Vendor must have the availability of furnishing stored results to laboratory for QA – Quality Assurance monitoring and assessment by the laboratory. Results storage capability must be at least three (3) years for regular test and five (5) years for pathology specimens and results.
6. Vendor must have a CLIA certified Pathologist who must be available for questions regarding positive results and in case of result interpretation.
7. Vendor must provide routine specimen collection and transport materials and all necessary supplies to hospital's laboratory department for preparation of all specimens for testing. This includes but is not limited to vaccutainer tubes, needles, request forms, preservatives, 24 hour urine containers, cytology and histology containers with preservatives, slides, fixatives, plastic transport bags, centrifuges and directory for all the services offered. Analyzer offers both open and closed sampling options.

8. Vendor must provide a computer system with printer to expedite results turnaround time and capability of retrieving stored results or backtracking capability. Preventive maintenance and repairs of system/printer shall be the responsibility of the vendor.
9. Vendor must provide courier services five (5) days per week for collection of all specimens.
10. Vendor must provide turn around time of specimen in accordance to Reference Lab Specifications. Specifications for "each" test to be provided shall be listed in the vendors response to this RFQ for easy identification, results shall be available from the vendor via computer system and hard-copy to be delivered next day for all routine testing in accordance with specifications for special testing such as cytology and histology reports.
11. Vendor must provide blood culture results to be given for total of seven (7) days. Routine cultures shall have primary reports reported within 24 hours, 48 hours, and final report within 72 hours of receipt of specimens.
12. Vendor must telephone all positive results and panic or toxic values to Hospital's Laboratory Department prior to computer system printout.
13. Vendor must retain negative and unsatisfactory PAP slides for five (5) years and positive slides for twenty (20) years. Histology slides must be retained for ten (10) years.
14. Vendor must provide Histology and Cytology PAP's results turnaround time shall be within three (3) days upon receipt of slides/specimens unless further study or staining is required.

Exceptions:

Cytology Turnaround Time

Normal PAP Smear results reporting time – five to seven days. Suspicious, abnormal, unusual specimens or those submitted with insufficient information usually take longer. Any abnormal results must be called in to lab personnel.

Surgical Pathology Turnaround Time

Properly submitted specimens are usually processed the next working day, turnaround time is dependent on the complexity of diagnosis and case load. When requested on the Request Form, a preliminary diagnosis must be available via telephone or teleprinter. A final signed report will follow, all numerical abnormal results to be clearly identified on the report form.

15. Vendor must examine, interpret and report results on all slides submitted. Vendor must have written criteria for rejection and for categorizing specimens as unsatisfactory.

16. Vendor must assume all responsibility and liability for reading and processing of all cytology and histology specimens,
17. Vendor must provide Hospital's Lab Department the total number of tests performed on a monthly and annual basis by individual testing category.
18. Vendor must agree to become a participating Reference Laboratory with managed care companies and HMO's currently contracted by Welch Community Hospital and those the hospital chooses to contract with in the future. Currently they are: Care Ling, Prime One, WVAHP, Blue Cross, Health Source and United State Steel.
19. Vendor must provide Hospital with the name, address and telephone number of their account representative. Notification of changes to the above should be sent to the Director of Laboratory Services, Welch Community Hospital, 454 McDowell Street, Welch, WV 24801.
20. Vendor must provide all Reference Lab Services and other related services as required in this RFQ, items #1 through #19 above, for the quoted price per test.

Special Terms and Conditions:

Insurance Requirements:

Insurance certificates are required prior to award but are not required at the time of bid. The vendor shall present evidence of insurance at the time of award in the types and amounts required by the Agency and acceptable to the State. Included in the required insurance coverage shall be the following:

PROOF OF PROFESSIONAL LIABILITY INSURANCE SHALL BE PROVIDED TO THE PURCHASING DIVISION BY THE VENDOR AT THE TIME THE CONTRACT IS AWARDED. 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, IT'S AGENTS AND EMPLOYEES IN THE FOLLOWING AMOUNTS:

FOR BODILY INJURY (INCLUDING DEATH): \$500,000.00 PER PERSON AND UP TO \$1,000,000.00 PER OCCURRENCE. FOR PROPERTY DAMAGE AND PROFESSIONAL LIABILITY: UP TO \$1,000,000.00

Invoices and Progress Payments:

The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Invoices may not be submitted more than once monthly and State Law forbids payment of invoices prior to receipt of services.

COST PROPOSAL

Price Each Per Lab Test Procedure Performed: Bidder must provide listing of test procedures with pricing for each.

(Attached is a sample listing of “reference” lab test procedures that have been provided in the last three months. This is not a complete listing. Successful bidder will be required to provide all procedures needed by the facility whether they are listed or not. All Bidders must provide a listing with prices of all the “reference” lab test procedures they perform.)

Procedure	Price
17-alpha-Hydroxyprogesterone	
7+Crt-Bund	
9 + Oxycodone-Bund	
ACTH, Plasma	
Aerobic Bacterial Culture	
AFB Culture and Smear, Broth	
AFP Tetra	
AFP X-tra Profile	
AFP, Serum, Tumor Marker	
Aldolase	
Aldosterone, Serum	
Allergen Profile, Food-Citrus	
Allergen Profile, Food-Grain	
Allergen Profile, Food-Milk	
Allergens, Zone 3	
Alpha-1-Antitrypsin, Serum	
Amitriptyline (Elavil), Serum	
Amphetamine Confirmation, Ur	
ANA Qualitative	
ANA w/Reflex	
Anaerobic and Aerobic Culture	
Anti-DNA (SS) IgG, Ab, Qn	
Anti-ds DNA Antibodies	
Antiextractable Nuclear Ag	
Anti-Neuronal Nuclear Ab Serum	
Antineutrophil Cytoplasmic Ab	
Antinuclear Antibodies Direct	
Antiphospholipid Syndrome Prof	
Antistreptolysin O Antibodies	
Aspergillus Flavus Antibodies	
Aspergillus Niger Antibodies	
B Strep Culture Group B Only	
Barbiturate Confirmation, Ur	
Barbiturates Conf (GC/MS)	

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Benzodiazepine Confirmation, Ur	
Benzodiazepines Conf (GC/MS)	
Benzodiazepines GC/MS Retest	
Beta Strep Culture, Gp A Only	
Blood Culture, Routine	
B-Type Natriuretic Peptide	
C difficile Toxins A+B, EIA	
Calcium, Ionized, Serum	
Calcium, Random Urine	
Cancer Antigen (CA) 125	
Cannabinoid Conf (GC/MS)	
Cannabinoid Confirmation, UR	
Cannabinoid CG/MS Retest	
Cetacholamine/VMA, 24-Hr Urine	
CGC With Differential/Platelet	
CEA	
Cell Count, Body Fluid	
Chain-of-Custody Protocol	
Chlamydia, Nucleic Acid Amp	
Chlamydia, Swab/Urine, PCR	
Chlamydia/GC Amplification	
Chlamydia/GC, DNA Probe w/Rflx	
Chlamydia/Gonococcus DNA Probe	
Chromosome, Blood, Routine	
Cocaine GC/MS Retest	
Cocaine Metabolite Confirm, UR	
Complement C3, Serum	
Complement C4, Serum	
Cortisol	
Cortisol – AM	
Cortisol – PM	
Cortisol, Urinary Free by HPLC	
C-Peptide, Serum	
Creatine Kinase (CK), MB	
Creatinine Clearance	
Creatinine, Urine	
Cyclosporine, Blood	
Cystic Fibrosis Profile	
D/L Methamphetamine	
Dehydroepiandrosterone (DHEA)	
Dehydroepiandrosterone Sulfate	
Drug Coma/Overdose I, Blood	
Drug Profile 799015	
Drug Profile 799031	
Drug Profile 799076	

Drug Profile, Blood (7 Drugs)	
dRVVT Mix	
EBV Acute Infection Antibodies	
EBV Early Antigen Ab, IgG	
Escitalopram (Lexapro), Serum	
Estradiol	
Estrogens, Total	
Factor VIII Activity	
Fetal Fibronectin	
Folates (Folic Acid), Serum	
FSH and LH	
FSH, Serum	
Fungus (Mycology) Culture	
GAD-65 Autoantibody	
Genital Culture, Routine	
Giardia lamblia Ag, ELA	
Giardia, EIA; Ova/Parasites	
Gram's Stain	
H. Pylori IgG, Abs	
HBsAg Screen	
HBV Core Ab, IgG/IgM Diff	
HBV DNA, Qualitative PCR	
HBV/HCV (Profile VIII)	
HCV Ab w/Rflx to RIBA	
HCV QuantaSure Plus (Non-Graph)	
HCV RNA by PCR, Qn Rfx Geno	
Hemoglobin (Hgb) Solubility	
Hemoglobinopathy Profile	
Hep A Ab, IgM	
Hep B Core Ab, Tot	
Hepatitis B Virus (Profile VI)	
Hepatitis C Genotype	
Hepatitis C Virus Ab, Riba 3.0	
Hepatitis C Virus Genotyping	
Hepatitis, Diagnostic (Prof I)	
HIV-1 Abs, Prelim Test w/Confirm	
HLA B 27 Disease Association	
Homocyst(e)ine, Plasma	
HPV HC, High Risk	
HPV Hybrid Capture II	
HPV, High-risk	
HSV Culture and Typing	
IFE and PE, Serum	
Immunofixation, Serum	
Insulin and C-Peptide, Serum	

Insulin, Fasting	
Kleihauer-Betke	
Lactic Acid, Plasma	
Lead, Blood (Pediatric)	
Lead, Blood (Venipuncture)	
Levetiracetam, S	
Liquid Pap w/HPV Rfx on ASC-U	
Lower Respiratory Culture	
Lqd Pap w/HPV Rfx on ASCUS-Sil	
Lyme IgG/IgM Ab	
Metanephrines, Frac, Qn, 24-Hr	
Methadone	
Methadone Confirmation, Urine	
Methadone Screen, Urine	
Methylmalonic Acid, Serum	
Microalb/Creat Ratio, Randm Ur	
Microalbumin, 24 hr Urine	
Microalbumin, Random Urine	
Mitochondrial (M2) Antibody	
Myoglobin, Quantitative, Serum	
Na U+Cl U+K U	
Nifedipine (Procardia)	
Opiate GC/MS Retest	
Opiates Conf (GC/MS)	
Opiates GC/MS Conf	
Osmolality, Serum	
Osmolality, Urine	
Ova/Parasites Exam, Routine	
Oxycodone (GC/MS)	
Pap Lb, rfx HPV all pth	
Pap Lb, w Mat Indx	
Phencyclidine Conf (GC/MS)	
Pencyclidine, Confirm, Urine	
Physician Read Pap	
Potassium, Urine	
Primodone (Mysoline), Serum	
Progesterone	
Prolactin	
Prot+CreatU	
Protein Electro, Random Urine	
Protein Electro., S	
Protein Total, Qn, 24-Hr Urine	
Protein, Total, Urine	
PSA, Free +%	
PTH, Intact	

PTT-LA Mix	
Renin, Plasma	
Rheumatoid Arthritis Factor	
RIVA (HCV Confirmation)	
Rotavirus Ag, EIA	
Rubella Antibodies, IgG	
Sensitivity Organism #1	
Sensitivity Organism #2	
Sensitivity Organism #3	
Sex Horm Binding Glob, Serum	
Sirolimus (Rapamune), Blood	
Sjogren's Ab, Anti-SS-A/-SS-B	
Sodium, Urine	
Soluble Liver Ag (IgG Ab)	
Specific Gravity	
Split Receipt	
Sputum Cytology	
Stool Culture	
Strep Gp B Cult/DNA Probe	
Tacrolimus (FK506), Blood	
Testosterone, Serum	
Testosterone, Free and Total	
Thyroid Antithyroglobulin Ab	
Thyroid Panel With TSH	
Thyroid Peroxidase (TPO) Ab	
Thyroid Profile II	
Thyroxine (T4) Free, Direct, S	
Topiramate (Topamax), Serum	
Tricyclics By TLC	
Triiodothyronine, Free, Serum	
Troponin I	
TSH+Free T4	
Upper Respiratory Culture	
Urine Culture, Routine	
Vitamin B1 (Thiamine), Blood	
Vitamin B12	
Vitamin B12 and Folate	
Vitamin D, 1,25 Dihydroxy	
Vitamin D, 25-Hydroxy	
Von Willebrand Profile	
White Blood Cells (WBC), Stool	

Exhibit 1 (3-Month Summary)	
Procedure	Quantity
17-alpha-Hydroxyprogesterone	2
7+Crt-Bund	200
9+Oxycodone-Bund	16
ACTH, Plasma	2
Aerobic Bacterial Culture	9
AFB Culture and Smear, Broth	4
AFP Tetra	16
AFP X-tra Profile	
AFP, Serum, Tumor Marker	4
Aldolase	2
Aldosterone, Serum	1
Allergen Profile, Food-Citrus	1
Allergen Profile, Food-Grain	1
Allergen Profile, Food-Milk	1
Allergens, Zone 3	2
Alpha-1-Antitrypsin, Serum	1
Amitriptyline (Elavil), Serum	1
Amphetamine Confirmation, Ur	1
ANA Qualitative	22
ANA w/Reflex	1
Anaerobic and Aerobic Culture	6
Anti-DNA(SS)IgG, Ab, Qn	2
Anti-dsDNA Antibodies	5
Antiextractable Nuclear Ag	1
Anti-Neuronal Nuclear Ab. Serum	
Antineutrophil Cytoplasmic Ab	1
Antinuclear Antibodies Direct	17
ANTIPHOSPHOLIPID SYNDROME PROF	1
Antistreptolysin O Antibodies	14
Aspergillus Flavus Antibodies	1
Aspergillus Niger Antibodies	1
B. Strep Culture Group B Only	8
Barbiturate Confirmation, Ur	4
Barbiturates Conf (GC/MS)	5
Benzodiazepine Confirmation, Ur	11
Benzodiazepines Conf (GC/MS)	46
Benzodiazepines GC/MS Retest	5
Beta Strep Culture, Gp A Only	21
Blood Culture, Routine	158
B-Type Natriuretic Peptide	11
B-Type Natriuretic Peptide	10
C difficile Toxins A+B, EIA	13
Calcium, Ionized, Serum	10
Calcium, Random Urine	1
Cancer Antigen (CA) 125	5
CANNABINOID CONF (GC/MS)	30
Cannabinoid Confirmation, Ur	3
Cannabinoid GC/MS Retest	3
Catecholamine/VMA, 24-Hr Urine	1
CBC With Differential/Platelet	3
CEA	2

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Exhibit 1 (3-Month Summary)	
Procedure	Quantity
Cell Count, Body Fluid	
Chain-of-Custody Protocol	16
Chlamydia, Nucleic Acid Amp	1
Chlamydia, Swab/Urine, PCR	1
Chlamydia/GC Amplification	15
Chlamydia/GC, DNA Probe w/Rflx	1
Chlamydia/Gonococcus DNA Probe	62
Chromosome, Blood, Routine	1
Cocaine GC/MS Retest	1
Cocaine Metabolite Confirm, Ur	4
Complement C3, Serum	1
Complement C4, Serum	1
Cortisol	2
Cortisol - AM	6
Cortisol - PM	6
Cortisol, Urinary Free by HPLC	2
C-Peptide, Serum	11
Creatine Kinase (CK), MB	2
Creatinine Clearance	3
Creatinine, Urine	2
Cyclosporine, Blood	4
Cystic Fibrosis Profile	13
D/L Methamphetamine	
Dehydroepiandrosterone (DHEA)	2
Dehydroepiandrosterone Sulfate	2
Drug Coma/Overdose I, Blood	1
DRUG PROFILE 799015	1
Drug Profile 799031	
DRUG PROFILE 799056	20
Drug Profile 799076	2
DRUG PROFILE, BLOOD (7 DRUGS)	1
dRVVT Mix	1
EBV Acute Infection Antibodies	1
EBV Early Antigen Ab, IgG	1
Escitalopram (Lexapro), Serum	1
Estradiol	2
Estrogens, Total	1
Factor VIII Activity	1
Fetal Fibronectin	1
Folates (Folic Acid), Serum	3
FSH and LH	16
FSH, Serum	16
Fungus (Mycology) Culture	3
GAD-65 Autoantibody	1
Genital Culture, Routine	7
Giardia lamblia Ag, EIA	1
Giardia, EIA; Ova/Parasites	1
Gram's Stain	2
H. pylori IgG, Abs	1
HBsAg Screen	2
HBV Core Ab, IgG/IgM Diff	1

WEH70220 - Reference Laboratory Services

Exhibit 1 (3-Month Summary)	
Procedure	Quantity
HBV DNA, Qualitative PCR	1
HBV/HCV (Profile VIII)	1
HCV Ab w/Rfx to RIBA	22
HCV Ab w/Rfx to RIBA	15
HCV QuantaSure Plus(Non-Graph)	2
HCV QuantaSure Plus(Non-Graph)	1
HCV RNA by PCR, Qn Rfx Geno	1
Hemoglobin (Hgb) Solubility	2
Hemoglobinopathy Profile	
Hep A Ab, IgM	1
Hep B Core Ab, Tot	1
Hepatitis B Virus (Profile VI)	2
Hepatitis C Genotype	
Hepatitis C Virus Ab, Riba 3.0	1
Hepatitis C Virus Genotyping	
Hepatitis, Diagnostic (Prof I)	30
HIV-1 Abs, Prelim Test w/Confirm	7
HLA B 27 Disease Association	1
Homocyst(e)ine, Plasma	2
HPV HC, High Risk	10
HPV Hybrid Capture II	2
HPV, high-risk	6
HSV Culture and Typing	3
IFE and PE, Serum	2
Immunofixation, Serum	
Insulin and C-Peptide, Serum	2
Insulin, Fasting	1
Kleihauer-Betke	1
Lactic Acid, Plasma	2
Lead, Blood (Pediatric)	25
Lead, Blood (Venipuncture)	
Levetiracetam, S	1
Liquid Pap w/HPV Rfx on ASC-U	13
Lower Respiratory Culture	4
Lower Respiratory Culture	2
Lqd Pap w/HPV Rfx on ASCUS-SIL	106
Lyme IgG/IgM Ab	1
Metanephrines, Frac, Qn, 24-Hr	1
Methadone	
METHADONE CONFIRMATION, URINE	13
Methadone Screen, Urine	1
Methylmalonic Acid, Serum	1
Microalb/Creat Ratio, Randm Ur	3
Microalb/Creat Ratio, Randm Ur	6
Microalbumin, 24 hr Urine	1
Microalbumin, Random Urine	13
Mitochondrial (M2) Antibody	2
Myoglobin, Quantitative, Serum	1
Na U+Cl U+K U	4
Nifedipine (Procardia)	
Opiate GC/MS Retest	4

WEH70220 - Reference Laboratory Services

Exhibit 1 (3-Month Summary)	
Procedure	Quantity
Opiates Conf (GC/MS)	73
Opiates GC/MS Conf	14
Osmolality, Serum	7
Osmolality, Urine	6
Ova/Parasites Exam, Routine	10
OXYCODONE (GC/MS)	2
Pap Lb, rfx HPV all pth	38
Pap Lb, w Mat Indx	10
PHENCYCLIDINE CONF (GC/MS)	1
Phencyclidine, Confirm, Urine	1
Physician Read Pap	10
Potassium, Urine	4
Primidone (Mysoline), Serum	1
Progesterone	6
Prolactin	6
Prot+CreatU	
Protein Electro, Random Urine	2
Protein Electro.,S	3
Protein Total, Qn, 24-Hr Urine	2
Protein,Total,Urine	2
PSA, Free+%	
PTH, Intact	13
PTT-LA Mix	1
Renin, Plasma	1
Rheumatoid Arthritis Factor	37
RIBA (HCV Confirmation)	1
Rotavirus Ag, EIA	2
Rubella Antibodies, IgG	3
Sensitivity Organism #1	105
Sensitivity Organism. #2	42
Sensitivity Organism #3	6
Sex Horm Binding Glob, Serum	1
SIROLIMUS (RAPAMUNE), BLOOD	1
Sirolimus (Rapamune), Blood	1
Sjogren's Ab, Anti-SS-A/-SS-B	
Sodium, Urine	3
Soluble Liver Ag (IgG Ab)	
Specific Gravity	6
Split Receipt	16
Sputum Cytology	
Stool Culture	9
Strep Gp B Cult/DNA Probe	5
TACROLIMUS (FK506), BLOOD	7
Testosterone, Serum	8
Testosterone,Free and Total	5
Thyroid Antithyroglobulin Ab	3
Thyroid Panel With TSH	1
Thyroid Peroxidase (TPO) Ab	4
Thyroid Profile II	1
Thyroxine (T4) Free, Direct, S	57
TOPIRAMATE (TOPAMAX), SERUM	1

WEH70220 - Reference Laboratory Services

Exhibit 1 (3-Month Summary)	
Procedure	Quantity
Topiramate (Topamax), Serum	1
Tricyclics By TLC	20
Triiodothyronine, Free, Serum	3
Troponin I	5
TSH+Free T4	1
Upper Respiratory Culture	23
Urine Culture, Routine	234
Vitamin B1 (Thiamine), Blood	1
Vitamin B12	31
Vitamin B12 and Folate	74
Vitamin D, 1,25 Dihydroxy	4
Vitamin D, 25-Hydroxy	11
von Willebrand Profile	6
White Blood Cells (WBC), Stool	5

A F F I D A V I T

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 owned 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.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____