



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
WSH70316

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 WILLIAM R. SHARPE JR. HOSPITAL
 CENTRAL RECEIVING
 936 SHARPE HOSPITAL ROAD
 WESTON, WV
 26452 304-269-1210

DATE PRINTED 04/24/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 05/29/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		956-70		
OPEN-END BLANKET ORDER						
OPEN END CONTRACT FOR LABORATORY SERVICES						
TO PROVIDE LABORATORY SERVICES TO WILLIAM R. SHARPE, JR. HOSPITAL IN WESTON, WV, PER THE ATTACHED SPECIFICATIONS.						
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,						

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
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130



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

Request for Quotation

RFQ NUMBER
WSH70316

PAGE
2

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

**HEALTH AND HUMAN RESOURCES
 WILLIAM R. SHARPE JR. HOSPITAL
 CENTRAL RECEIVING
 936 SHARPE HOSPITAL ROAD
 WESTON, WV
 26452 304-269-1210**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/24/2007				

BID OPENING DATE: **05/29/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
-------	------	-----------------------------------

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



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

Request for Quotation

RFQ NUMBER
WSH70316

PAGE
3

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

VENDOR

RFQ COPY
TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
WILLIAM R. SHARPE JR. HOSPITAL
CENTRAL RECEIVING
936 SHARPE HOSPITAL ROAD
WESTON, WV
26452 **304-269-1210**

DATE PRINTED 04/24/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **05/29/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>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>INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON MAY 8, 2007. 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
WSH70316

PAGE
4

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

RFQ COPY	TYPE NAME/ADDRESS HERE
----------	------------------------

SHIP TO	HEALTH AND HUMAN RESOURCES WILLIAM R. SHARPE JR. HOSPITAL CENTRAL RECEIVING 936 SHARPE HOSPITAL ROAD WESTON, WV 26452 304-269-1210
---------	--

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/24/2007				

BID OPENING DATE: 05/29/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: RWAGNER@WVADMIN.GOV</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS. 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 FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDITION OF AWARD.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
WSH70316

PAGE
5

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 WILLIAM R. SHARPE JR. HOSPITAL
 CENTRAL RECEIVING
 936 SHARPE HOSPITAL ROAD
 WESTON, WV
 26452 304-269-1210

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/24/2007				

BID OPENING DATE: **05/29/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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> <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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
WSH70316

PAGE
6

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 WILLIAM R. SHARPE JR. HOSPITAL
 CENTRAL RECEIVING
 936 SHARPE HOSPITAL ROAD
 WESTON, WV
 26452 304-269-1210

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/24/2007				

BID OPENING DATE: **05/29/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
WSH70316

PAGE
7

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 WILLIAM R. SHARPE JR. HOSPITAL
 CENTRAL RECEIVING
 936 SHARPE HOSPITAL ROAD
 WESTON, WV
 26452 304-269-1210

DATE PRINTED 04/24/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **05/29/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UCP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 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.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* 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)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
WSH70316

PAGE
8

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

RFQ COPY
TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
WILLIAM R. SHARPE JR. HOSPITAL
CENTRAL RECEIVING
936 SHARPE HOSPITAL ROAD
WESTON, WV
26452 **304-269-1210**

DATE PRINTED 04/24/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 05/29/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>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: SEALED BID</p> <p>BUYER:-----ROBERTA WAGNER/FILE 22-----</p> <p>RFQ. NO.:-----WSH70316-----</p> <p>BID OPENING DATE:-----5/29/2007-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): -----</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'

**Open End Contract for Laboratory Services
WSH70316**

1.1 Purpose:

To provide Laboratory services to William R. Sharpe, Jr. Hospital in Weston, WV per the attached specifications.

1.2 Specifications Requirements

Software and Hardware

1. Successful Vendor will purchase, install and maintain at its expense the Laboratory Data Management software (LDM System).

The LDM System shall communicate exclusively with Vendor, shall relate directly to Vendor services being provided by Vendor to Sharpe Hospital. Sharpe Hospital will be provided the LDM System for the sole purpose of receiving, storing and recalling laboratory test results and use of Sharpe Hospital patient demographics for test ordering via the LDM System.

2. Following installation of the LDM System, Vendor shall be responsible for all maintenance, support and service fees required by the software developer which are related to Sharpe Hospital's system and the LDM System Software. Vendor shall also be responsible for all upgrade costs related to Sharpe Hospital's system that may be required.
3. Successful Vendor shall retain its ownership interest to the LDM System and all related documents and materials. The LDM System shall be installed and used at Sharpe Hospital
4. The Vendor will provide routine daily service with one (1) pick-up by 3:00 p.m. Lab results will be transmitted via computer to the hospital no later than 9:00 a.m. the following day. Preliminary culture results will be returned to the hospital in 24 hours, after pick-up, with final results in 48 hours. The vendor will provide six-day service to the hospital (Monday through Saturday) with the vendor calling the hospital on Saturday and conversing with the Nurse Clinical Coordinator to determine if Saturday pick-up is needed.

STAT testing will be provided 24 hours a day, six days per week (Monday through Saturday) and the results will be available within two (2) hours of pick-up. Pick-up will be made within one (1) hour of the call of a STAT.

The Vendor will provide all supplies and materials required, such as tubes, needles, urine containers, etc.

In order to provide online test results the vendor will install and maintain at its expense, in the hospital the following:

Personal Computer; Monitor; Modem
Printer, Printer ribbons or laser printer cartridge;
Laboratory Requisition forms;
Laboratory Report paper and labels

The vendor will provide telephone line and toll free dial up services for the purpose of laboratory test result reception, storage, scanning inquiry and ordering. All software and hardware, provided by the vendor, remains the property of the vendor.

The vendor agrees to bear all costs associated with the repair and service to the computer and all equipment installed by the vendor.

The Vendor will provide an itemized invoice monthly in arrears and statistical reports showing usage and volumes. (see Section 1.8)

The Vendor must be certified by Clinical Laboratory Improvement Amendments (CLIA) and also must meet all CAP (Certificate of Accreditation) Standards. The Vendor will provide a copy of Clinical Laboratory Improvement Amendments (CLIA) certificate and CAP certificate (Certificate of Accreditation) from the Centers for Medicare & Medicaid Services upon award of contract.

The Vendor shall operate in accordance with the standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) or other Equivalent standards.

The Vendor will provide the Hospital with documentation of quality control measures being performed in the Laboratory upon request. Quality control data, quality assurance policies and results of proficiency testing surveys are available upon request.

The Vendor will provide the Hospital the above services and all testing services required by the Hospital for the life of the contract. Price per test quoted by the Vendor will not change during the life of the contract.

The list is only a listing representing the most required and/or requested tests needed for evaluation purposes only. Additional type of tests will be provided by the successful vendor, as ordered by the physician. A list of the type and estimated quantity of tests required by the Hospital is attached as Exhibit A.

1.3 Subcontracts prohibited

The Vendor will be solely responsible for all work performed under the contract. The Vendor will not enter into written subcontracts for performance of work under the contract without written permission of the agency.

1.4 Compliance with Law and Regulation

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

The Vendor shall comply with all applicable laws, rules and regulations including, but not limited to those relating to hospital licensure, state and federal labor laws, and laws, rules and policies related to the WV Department of Health and Human Resources.

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

1.5 Termination of the Contract

The Department of Health and Human Resources (Department) may terminate a contract resulting from the RFQ at any time that the vendor fails to carry out its responsibilities under the terms of any contract to the satisfaction of the Department only with the approval of the Purchasing Division.

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

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

1.6 Record Retention and Confidentiality

The Vendor will maintain financial records pertaining to the contract for five (5) years following the end of the State Fiscal year during which the contract is terminated or State and Federal audits of the contract have been completed, whichever is later. If questions about accounting records arise during an audit, the accounting records pertaining to the

contract shall be retained until resolution of all pending audit questions and for one (1) year following the termination of any litigation relating to the contract if the litigation has not terminated within the above five (5) year period. Accounting records and procedures shall be subject to State and Federal approval.

1.7 Changes in Scope

The Department with the Vendor will negotiate formal contract amendments and change orders, whenever necessary, to address changes to the terms and conditions, costs of or scope of work included under the contract. An approved contract amendment means one approved by the WV Department of Health and Human Resources, the WV Purchasing Division and all other applicable State agencies prior to the effective date of such amendment. An approved contract amendment is required whenever the change affects the payment provision and scope of work performed by the Vendor.

Vendor shall not change the scope of services to be conducted without the approval of the State. As soon as possible after receipt of a written change request, but in no event more than thirty (30) days thereafter, the Vendor shall provide the State a written statement that the change has no price impact on the contract or if there is a price impact a description of the price increase or decrease involved in implementing the change.

The Vendor will implement no changes in scope of the project until such time as an approved change order is received and approved.

1.8 Invoices and Payments

The Vendor shall provide an itemized invoice to the Department monthly in arrears for actual usage. State law forbids payment of invoices prior to receipt of services. Invoice shall include patient name, date of service, description of service, per unit cost and total cost.

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 provision 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 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 or 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.

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).

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.

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 2nd copy mailed to the Purchasing Division and a 3rd copy retained by the spending unit.

BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.

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.

Item Number	Item Description (Test)	Estimated 12 month usage	Unit cost	Total Cost
1	Acetaminophen	0		
2	AFB cu	0		
3	Amitriptyline (Elavil) serum	6		
4	Ammonia, Plasma	24		
5	Amylase, serum	30		
6	Antinuclear antibodies (ANA)	12		
7	Beta-Hemolytic Strep A	0		
8	Bilirubin Total	6		
9	Bilirubin, Total/Direct, serum	12		
10	BUN	24		
11	C. diff. Toxin A	6		
12	C-Reactive Protein	10		
13	Calcium, serum	6		
14	Carbamazepine (Tegretol)	36		
15	CBC w/diff - platelet	2000		
16	Chlorpromazine, (Thorazine)	5		
17	Clomipramine (Anafranil) s.	6		
18	Clozapine (clozaril) serum	36		
19	Cortisol serum/plasma	6		
20	Creatinine Kinase (CK) MB/Total	20		
21	Creatinine Kinase, serum	24		
22	Creatinine, Serum	24		
23	Desipramine, serum	4		
24	Digoxin (Lanoxin)	12		
25	Estrogen	1		
26	Ethanol serum/blood	5		
27	Ethosuximide (Zarontin) serum	6		
28	Ferritin	6		
29	Fluoxetine (Prozac) serum	4		
30	Folates (Folic acid)	5		
31	Gabapentin (Neurotin) serum	10		
32	Gabrilril serum	0		
33	Glucose, 2hr P.P.	12		
			Grand Total:	\$
		Estimated 12 month usage	Unit Cost	Total Cost
34	Glucose serum	12		
35	Glucose plasma	12		
36	Gynecologic Mono-Layer PAP	7		
37	Haloperidol serum	8		
38	Hemoglobin A1C	80		
39	HCG Beta Subunit, Qual (s)	150		
40	Helicobacter Pylori, Igg	5		
41	Helper T-Lymph - CD4	8		
42	Hepatitis A AB Igm	10		
43	Hepatitis A AB, Total	10		
44	Hepatitis B Surface AB	150		
45	Hepatitis B Surface Ag	50		
46	Hepatitis Panel - A, B, C			
47	Imipramine (tofranil) serum	12		
48	Iron	12		
49	Iron/TIBC	12		
50	Lamotrigine (Lomictal) serum	15		
51	Lead (adult) blood	6		
52	LH & LSH	8		

53	Lipase serum	30			
54	Lithium	250			
55	LP Lipo EI	8			
56	Magnesium, serum	150			
57	Microalbumin, 24 hour urine	5			
58	Microalbumin, Random urine	10			
59	Nortriptyline (Aventyl) serum	4			
60	Occult blood (stool)	6			
61	Osmolality serum	2			
62	Osmolality, urine	2			
63	Ova & Parasite	2			
64	Perphenazine (Trilafon)	5			
65	Phenobarbital serum	10			
66	Phenytoin (Dilantin)	75			
			Grand Total:	\$	
		Estimated 12 month usage	Unit Cost	Total Cost	
67	Phosphorus	20			
68	Potassium, Serum	20			
69	Pregnancy Serum	0			
70	Pregnancy Test (Urine)	50			
71	Primidone (Mysoline)	5			
72	Prolactin	50			
73	Prostate-specific AG. Serum	50			
74	Protein serum	20			
75	Prothrombin time	12			
76	PT & PTT	250			
77	Reticulocyte count	10			
78	RNA - PCR - Quant.	8			
79	STS	600			
80	Sedimentation rate	20			
81	Sodium serum	20			
82	T3 - uptake	6			
83	T4	6			
84	T-Cell (T-Lymphocyte CD3 Cells)	8			
85	Testosterone serum	2			
86	Theophylline serum	10			
87	Topiramate (Topamax) serum	6			
88	T-Pallidum Ab (FTA-Ab)	5			
89	T-Pallidum Antibodies (TP-PA)	5			
90	Triglycerides	10			
91	TSH	4			
92	TSH 3rd Generation				
93	UA - Culture reflex	75			
94	Culture reflex @ additional cost				
95	Uric Acid	10			
96	Urinalysis, complete	750			
97	Valporic acid serum	900			
98	Varicella Zoster IGG	4			
99	Vitamin B-12	20			
100	Vitamin B-12 and Folates	72			
			Grand Total:	\$	

Item Number	Frequently ordered panels - profiles, screens and cultures	Estimated 12 month usage	Unit Cost per panel	Total Cost
101	Diagnostic Multi-Chem (28 tests) includes	1500		
	Albumin	Phosphorous		
	Alkaline Phos	Potassium		
	ALT-SGPT	Sodium		
	AST-SGOT	Bilirubin, Total		
	BUN	Protein, Total		
	BUN/Creatinine	Triglycerides		
	Calcium	Uric Acid		
	Chloride	HDL Cholesterol		
	Cholesterol, Total	VLDL Cholesterol		
	Creatine	LDL Cholesterol, Calc		
	GGT	T. Chol/HDL Ratio		
	Glucose	Estimated CHD Risk		
	Iron, Total	Globulin, Total		
	LDH	A/G Ratio		
102	Thyroid Profiles includes (4 tests)	750		
	TSH (High Sensitivity)	T3 Uptake		
	T4 Thyroxine	Free Thyroxine Index		
103	Electrolyte Panel includes (3 tests)	125		
	Sodium			
	Potassium			
	Chloride			
104	Drug Abuse Screen (seven) Urine, without confirmation	700		
	Amphetamine	Cocaine		
	Barbiturates	Opiates		
	Benzodiazepines	Phencyclidine		
	Cannabinoid			
			Grand Total:	\$
Item Number		Estimated 12 month usage	Unit cost per panel	Total Cost
105	HFP7 & 3AC	60		
	Protein, Total (s)	Alkaline phosphatase(s)		
	Albumin, (s)	LDG		
	Bilirubin, Total	AST (SGOT)		
	Bilirubin, Direct	ALT (SGPT)		
	Cholesterol, Total	GGT		
106	Lipid Profile Four includes: (3 tests)	100		
	Cholesterol, Total			
	Triglycerides			
	HDL Cholesterol			
107	Drug Abuse Screen, Blood - without confirmation	25		
	Amphetamine	Cocaine		
	Barbiturates	Opiates		
	Benzodiazepines	Phencycline		
	Cannabinoid			
	Cultures:			
108	Lower Respiratory Culture		20	
109	Upper Respiratory Culture		20	
110	General Bacterial Culture		15	
111	Blood Culture		5	
112	Stool Culture		5	

017

113	Urine Culture		50		
114	Sputum Culture		5		
115	Sensitivity Organism				
116	Heavy Metal Profile (Blood)		20		
	Arsenic				
	Lead				
	Mercury				
				Grand Total:	\$
Item Number			Estimated 12 month usage	Unit Price per panel	Total cost
117	Hepatitis Profile (Diagnostic follow-up)		25		
	HBc Ag; anti-HBc;				
	anti-HBS; interpretation				
118	Hepatitis Profile B & C		50		
	HBs Ag; HBc Ag; Anti-HBC, total				
	Anti-HBc; Igm; anti-HBc; anti-HBs				
	anti-HCV; interpretation				
119	Hepatitis Profile A&B		20		
	Anti-HAV; total; anti HAV, Igm; HBs Ag;				
	HBc Ag; anti-HBC, total; anti-HBC, Igm;				
	anti-HBc; anti-HBS; interpretation				
120	Hepatitis A Profile		50		
	Anti-HAV, total; anti-HAV, Igm				
	interpretation				
121	Hepatitis B Profile		50		
	HBs Ag; HBc Ag; anti-HBc, total				
	anti-HBC, Igm; anti-HBc				
	anti-HBs; interpretation				
122	Hepatitis C Virus Antibody		40		
				Grand Total:	\$
			SUM of all GRAND Totals		\$

A F F I D A V I T

018

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 exceed 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:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. 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: _____