



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
 BHS80098

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
 BBH/HF
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED 02/25/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 03/27/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		948-55		
OPEN-END BLANKET CONTRACT						
OPEN END CONTRACT FOR LABORATORY SERVICES						
TO PROVIDE LABORATORY SERVICES TO THE WEST VIRGINIA DEPARTMENT OF HEALTH & HUMAN RESOURCES (WVDHHR), STATE OWNED FACILITIES PER THE ATTACHED LISTING AND DETAILED 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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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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 may be deemed null and void, and 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



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

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<p>THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001 EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE</p>						

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<p>SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</p> <p>IF THE VENDOR CANNOT GUARANTEE A FIRM PRICE FOR THE LIFE OF CONTRACT, HE MUST INDICATE ONE OF THE PARAGRAPHS LISTED BELOW. FAILURE TO QUALIFY THE PREFERRED TERMS WILL BIND THE VENDOR TO A FIRM PRICE FOR THE LIFE OF THE CONTRACT.</p> <p>ALTERNATE TERMS:</p> <p>() THE PRICES ON THIS CONTRACT WILL REMAIN FIRM FOR DAYS AFTER THE EFFECTIVE DATE OF THE CONTRACT. PRICES WILL REMAIN FIRM AFTER EACH PRICE ADJUSTMENT FOR A MINIMUM OF DAYS.</p> <p>() THE VENDOR DOES NOT AGREE TO MAINTAIN A FIRM PRICE FOR THE LENGTH OF THE CONTRACT BUT OFFERS AN ALTERNATE PROPOSAL AS FOLLOWS:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>						

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<p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>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>						

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<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 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</p>						

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<p>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 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>						

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<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 style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="padding-left: 40px;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----RW/FILE 22-----</p> <p>RFQ. NO.:-----BHS80098-----</p> <p>BID OPENING DATE:-----3/27/2008-----</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>						

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CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ BHS80098 ***** TOTAL:						

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Open End Contract for Laboratory Services
BHS80098

1.1 Purpose:

To provide Laboratory services to the West Virginia Department of Health and Human Resources (WVDHHR), State owned facilities which include: William R. Sharpe, Jr. Hospital, Mildred Mitchell Bateman Hospital, Pinecrest Hospital, Lakin Hospital, Welch Community Hospital, Hopemont Hospital, and John Manchin Sr. Health Care Center, hereafter referred to as "hospitals".

Location of Hospitals:

Pinecrest Hospital
105 S. Eisenhower Drive
Beckley, WV 25801

Hopemont Hospital
Rt. 3, Box 330
Terra Alta, WV 26764

Lakin Hospital
1 Bateman Circle
Lakin, 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. The vendor shall provide point-to-point interface between Open VistA software and a reference lab to transmit electronic laboratory orders from hospital laboratories (listed above) to the laboratory service. The results of the reference lab specimen analysis will be electronically transmitted back to the Open VistA for provider review.

Standard HL-7 (Help Language 7) version 2.3 formatting rules shall be followed for batch and on-line import/export message segments VistA provides functionality to print a manifest to accompany the specimen. This manifest provides a check and balance with the electronic order to ensure the order and the physical specimen are correctly matched to the patient.

2. The Vendor shall provide routine daily service with one (1) pick-up by 3:00 p.m. Lab results will be electronically transmitted to the hospital(s) no later than 9:00 a.m. the following day. Preliminary culture results will be returned to the hospital

within 24 hours after pick-up, with final results being given in 48 hours. The vendor shall provide six-day service to the hospital(s) (Monday through Saturday). The vendor shall call the hospital(s) on Saturday and converse with the Nurse Clinical Coordinator to determine if Saturday pick-up is needed.

STAT testing shall be provided 24 hours a day, six days per week (Monday through Saturday). Pick-up of STAT test specimens must be made within one (1) hour after notification and all STAT results shall be made available within two (2) hours after pick-up.

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

The Vendor shall provide an itemized invoice monthly in arrears and statistical reports showing usage and volumes. (See Section 1.7)

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

The Vendor shall operate in accordance with the standards and recommendations of Joint Commission (JC) or other equivalent standards.

The Vendor shall provide the hospital(s) 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 must be made available upon request.

The Vendor shall provide the hospital(s) the above services and all testing services required by the hospital(s) for the life of the contract. Price per test quoted by the Vendor shall not change during the life of the contract.

A list of the type and estimated quantity of tests required by the hospital(s) is attached as Exhibit A. The list only represents the most required and/or requested tests needed for evaluation purposes only. Additional types of tests shall be provided by the successful vendor, as ordered by the physician.

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 contact 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 Occupational Safety and Health Administration (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 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 identifier, date of service, description of service, per unit cost and total cost.

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
 BUREAU FOR BEHAVIORAL HEALTH AND HEALTH FACILITIES
 OFFICE OF HEALTH FACILITIES --- Laboratory Services
 Exhibit A

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Item Number	TEST NAME	Est. 12 Month Usage	Vendor Test Code	Bid Cost Per Test	Total Cost
1	Acetaminophen	2			
2	AFB cu	47			
3	Amitriptyline (Elavil) serum	6			
4	Ammonia, Plasma	94			
5	Amylase, serum	33			
6	Antinuclear antibodies (ANA)	144			
7	Beta-Hemolytic Strep A	3			
8	Bilirubin Total	36			
9	Bilirubin, Total/Direct, serum	12			
10	BUN	448			
11	C. diff. Toxin A	85			
12	C-Reactive Protein	19			
13	Calcium, serum	98			
14	Carbamazepine (Tegretol)	128			
15	CBC w/diff - platelet	3339			
16	Chlorpromazine, (Thorazine)	9			
17	Clomipramine (Anafranil) s.	7			
18	Clozapine (clozaril) serum	38			
19	Cortisol serum/plasma	11			
20	Creatinine Kinase (CK) MB/Total	38			
21	Creatinine Kinase, serum	68			
22	Creatinine, Serum	451			
23	Desipramine, serum	4			
24	Digoxin (Lanoxin)	46			
25	Estrogen	3			
26	Ethanol serum/blood	5			
27	Ethosuximide (Zarontin) serum	6			
28	Ferritin	50			
29	Fluoxetine (Prozac) serum	4			
30	Folates (Folic acid)	37			
31	Gabapentin (Neurotin) serum	11			
32	Gabrilil serum	2			
33	Glucose, 2hr P.P.	16			
34	Glucose serum	115			
35	Glucose plasma	51			
36	Gynecologic Mono-Layer PAP	9			
37	Haloperidol serum	8			
38	Hemoglobin A1C	763			

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 OFFICE OF HEALTH FACILITIES ---- Laboratory Services

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39	HCG Beta Subunit, Qual (s)	151			
40	Helicobacter Pylori, Igg	9			
41	Helper T-Lymph - CD4	12			
42	Hepatitis A AB Igm	17			
43	Hepatitis A AB, Total	59			
44	Hepatitis B Surface AB	270			
45	Hepatitis B Surface Ag	126			
46	Hepatitis Panel - A, B, C	87			
47	Imipramine (tofranil) serum	12			
48	Iron	42			
49	Iron/TIBC	54			
50	Lamotrigine (Lomictal) serum	15			
51	Lead (adult) blood	105			
52	LH & LSH	48			
53	Lipase serum	93			
54	Lithium	418			
55	LP Lipo EI	13			
56	Magnesium, serum	171			
57	Microalbumin, 24 hour urine	12			
58	Microalbumin, Random urine	466			
59	Nortriptyline (Aventyl) serum	4			
60	Occult blood (stool)	24			
61	Osmolality serum	10			
62	Osmolality, urine	74			
63	Ova & Parasite	60			
64	Perphenazine (Trilafon)	5			
65	Phenobarbital serum	111			
66	Phenytoin (Dilantin)	383			
67	Phosphorus	115			
68	Potassium, Serum	109			
69	Pregnancy Serum	12			
70	Pregnancy Test (Urine)	55			
71	Primidone (Mysoline)	32			
72	Prolactin	99			
73	Prostate-specific AG, Serum	171			
74	Protein serum	68			
75	Prothrombin time	725			
76	PT & PTT	318			
77	Reticulocyte count	24			
78	RNA - PCR - Quant.	16			
79	STS	602			
80	Sedimentation rate	237			
81	Sodium serum	359			
82	T3 - uptake	48			
83	T4	66			

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 OFFICE OF HEALTH FACILITIES ---- Laboratory Services

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84	T-Cell (T-Lymphocyte CD3 Cells)	8			
85	Testosterone serum	23			
86	Theophylline serum	29			
87	Topiramate (Topamax) serum	8			
88	T-Pallidum Ab (FTA-Ab)	5			
89	T-Pallidum Antibodies (TP-PA)	12			
90	Triglycerides	32			
91	TSH	186			
92	TSH 3 rd Generation	651			
93	UA-Culture reflex	1253			
94	Culture reflex @ additional cost	594			
95	Uric Acid	25			
96	Urinalysis, complete	1060			
97	Valporic acid serum	1419			
98	Varicella Zoster IGG	22			
99	Vitamin B-12	146			
100	Vitamin B-12 and Folates	294			
	Most frequently ordered panels – profiles and screens and cultures				
101	Diagnostic Multi-Chem (28 Tests)	Includes			
		1502			
	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			
		Cholestero Cal			
	Creatine	LDL			
		Cholesterol, Calc			
	GGT	T. Chol/HDL Ratio			
	Glucose	Estimated CHD Risk			

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 BUREAU FOR BEHAVIORAL HEALTH AND HEALTH FACILITIES
 OFFICE OF HEALTH FACILITIES --- Laboratory Services

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	Iron, Total	Globulin, Total			
102	Thyroid Profiles Includes (4 tests)	1208			
	TSH (High Sensitivity	T3 Uptake			
	T4 Thyroxine	Free Thyroxine Index			
103	Electrolyte Panel Includes (3 tests)	316			
	Sodium				
	Potassium				
	Chloride				
	Drug Abuse Screen (seven) Urine, without confirmation	704			
	Amphetamine	Cocaine			
	Barbiturates	Opiates			
	Benzodiazepines	Phencyclidine			
	Cannabinoid				
104	HFP7 & 3AC	455			
	Protein, Total (s)	Alkaline phosphatase(s)			
	Albumin, (s)	LGD			
	Bilirubin, Total	AST (SGOT)			
	Bilirubin, Direct	ALT (SGPT)			
	Cholesterol, Total	GGT			
105	Lipid Profile Four includes: (3 tests)	5327			
	Cholesterol, Total				
	Triglycerides				
	HDL Cholesterol				
106	Drug Abuse Screen, Blood – without confirmation	27			
	Amphetamine	Cocaine			
	Barbiturates	Opiates			
	Benzodiazepines	Phencycline			
	Cannabinoid				
107	Cultures:				

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
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	Lower Respiratory Culture	107			
	Upper Respiratory Culture	96			
	General Bacterial Culture	137			
	Blood Culture	842			
	Stool Culture	55			
	Urine Culture	1306			
	Sputum Culture	98			
	Sensitivity Organism	529			
108	Heavy Metal Profile (Blood)	21			
	Arsenic				
	Lead				
	Mercury				
109	Hepatitis Profile (Diagnostic follow up)	46			
	HbC Ag; anti-HBc;				
	Anti-HBS; interpretation				
110	Hepatitis Profile B & C	421			
	HBs Ag; HBc Ag; Anti-HBC, total				
	Anti-HBc; lgm; anti-HBc; anti-HBs				
	anti-HCV; interpretation				
111	Hepatitis Profile A & B	107			
	Anti-HAV; total; anti HAV, lgm;				
	HBs Ag; HBc Ag; anti-HBC, total;				
	anti-HBC, lgm; anti-HBc; anti-HBS;				
	interpretation				
112	Hepatitis A Profile	57			
	Anti-HAV, total; anti-HAV, lgm				
	interpretation				
113	Hepatitis B Profile	52			
	HBs Ag; HBc Ag; anti-HBc, total				
	Anti-HBC, lgm; anti-HBc				
	Anti-HBs; interpretation				

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
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 OFFICE OF HEALTH FACILITIES --- Laboratory Services

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114	Hepatitis C Virus Antibody	416			
	Additional Send Outs:				
115	4 hr. GTT	6			
116	Albumin	129			
117	Alkaline phos panel	2			
118	ALT	112			
119	ALT - SGOT	29			
120	ALT - SGPT	23			
121	Amiodarone	4			
122	ANC	80			
123	AST	146			
124	Basic metabolic panel	70			
125	BMP	188			
126	CA125	4			
128	CBC	70			
129	Chloride	86			
130	Cholesterol, Total	6			
131	Comp metabolic panel 13	47			
132	Comp metabolic panel 14	214			
133	CPK	24			
134	Creatine	15			
135	Depakote	60			
136	Dilantin	20			
137	Free T4	598			
138	FSH	2			
139	Gentamycin	2			
140	GGT	3			
141	H&H	4			
142	Hematocrit	10			
143	Hemoglobin	10			
144	HSV culture	3			
145	INR	24			
146	Ldh	4			
147	LFT	45			
148	Mumps IgG	3			
149	PAP	52			
150	Pro BNP	20			
151	Progesterone	1			
152	PTH (intact)	7			
153	RA panel	56			
154	Renal panel	165			
155	Rubeola 1Gg	4			

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
BUREAU FOR BEHAVIORAL HEALTH AND HEALTH FACILITIES

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OFFICE OF HEALTH FACILITIES --- Laboratory Services

156	Teanetal level	2			
157	Tegetrol	2			
158	Vit. D, 1-125 Dihydroxy	2			
159	Vit. D, -25- hydroxyl	2			
160	WBC	508			
	GRAND TOTAL				\$

** The award of this contract will be given to the low bidder (of the grand total of all tests provided) who meets all specifications.

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 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: _____