



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
WEH80234

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
 WELCH COMMUNITY HOSPITAL

454 MCDOWELL STREET
 WELCH, WV

24801

304-436-8710

DATE PRINTED 04/18/2008	TERMS OF SALE 05/22/2008	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 05/22/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		193-12		
OPEN-END BLANKET CONTRACT REAGENTS (FOR AUTOMATIC INSTRUMENTS) REQUEST FOR QUOTATION TO PROVIDE AN OPEN END CONTRACT FOR REAGENTS TO PERFORM EXAMINATION FOR DETECTION OF SPECIFIED METHODS. SELECTED VENDOR MUST PROVIDE TWO FULLY AUTOMATED ANALYZERS AT NO ADDITIONAL CHARGE FOR USE WITH THE REQUESTED REAGENTS, PER THE ATTACHED SPECIFICATIONS. THE SYSTEMS MUST INCLUDE A COMPUTER, MONITOR, AND PRINTER WHICH WILL BE RETAINED AND MAINTAINED BY THE VENDOR. THIS CONTRACT WILL BE FOR A PERIOD OF FIVE YEARS WITH THE OPTION OF TWO (2), ONE (1) YEAR RENEWALS. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON						

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)**

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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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454 MCDOWELL STREET
 WELCH, WV 24801 304-436-8710

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04/18/2008				

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<p>..... AND EXTENDS FOR A PERIOD OF FIVE (5) YEARS OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANS- PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p>						

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<p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 05/06/2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTION</p>						

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<p>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: ROBERTA.A.WAGNER@WV.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 SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4 (F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p>						
<p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p>						

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VENDOR PREFERENCE CERTIFICATE						
CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS). A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: <input type="checkbox"/> 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 <input type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY I 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 <input type="checkbox"/> 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. B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE						

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REASON CHECKED:						
<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 TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF</p>						

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<p>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> <p>DEPARTMENT OF ADMINISTRATION</p>						

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	PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130					
	PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.					
	THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:					
	SEALED BID					
	BUYER:-----RW/FILE 22-----					
	RFQ. NO.:-----WEH80234-----					
	BID OPENING DATE:-----05/22/2008-----					
	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 WEH80234 ***** TOTAL:						

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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 reagents/consumables for chemistry analyzer systems for Welch Community Hospital. Chemistry analyzers are to be provided by the vendor free of charge in exchange for the purchase of reagents/consumables. The vendor will retain ownership of the analyzers and will maintain the analyzers in working order to allow the facility to use them with the requested reagents/consumables.

Project:

The purpose of this project is to provide two (2) fully automated chemistry analyzers, Dade RXL Max or equal at no additional charge and Welch Community Hospital will purchase the necessary reagents/consumables to operate the chemistry analyzers from the equipment supplier.

OPERATING ENVIRONMENT**Facility Location**

McDowell County, Welch Community Hospital, 454 McDowell Street, Welch WV 24801

PROCUREMENT SPECIFICATIONS**General Requirements**

The purpose of this project is to provide two (2) fully automated chemistry analyzers, Dade RXL Max or equal at no additional charge for use with requested reagents/consumables. Selected vendor must provide a system that will include a computer, monitor, printer, and any required accessories which will be retained and maintained by the vendor.

Welch Community Hospital desires a Vendor with a proven track record for providing necessary supplies and maintaining of equipment. Vendor must have provided such services for at least three (3) years.

Vendor should provide references from at least three (3) clients for which they have provided these similar services.

Scope of Work:

The vendor shall provide chemistry analyzer equipment and reagent/consumables as needed for the Laboratory at Welch Community Hospital, more specifically; vendor shall include, but not be limited to the following requirements:

1. The equipment must be a single platform that can perform all our test methods.
 2. There shall be full mirror image back-up feature so that critical tests have a back-up in the event that an analyzer is down. They must also include a back-up platform for those times when the primary analyzer(s) are not functional.
 3. The system must have monitors that notify when STAT tests are completed. It must also monitor the amount of product still available in the equipment to reduce the amount of wasted reagents. The system shall also allow for reagents to be added while maintaining ongoing system operation, eliminating the need for the system to be put in "standby" mode.
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4. Other features shall include; auto repeat of panic values (with values that Hospital can set into the system), and auto dilution of elevated results (Hospital can choose the dilution factor).
5. The vendor should ensure that a local engineer/technician is available to provide service within 12 hours of receiving a service call, within 24 hours on nights, weekends, and holidays. Also, Technical support should be available via telephone 24 hours a day/7 days a week to troubleshoot problems and/or answer staff questions.
6. The vendor will ensure hospital's laboratory staff receives proper in-service training whenever there are updates made to the equipment. Preferably this should be conducted on site whenever possible.
7. Test kits are to be shipped as requested. Reagents are to be shipped within three (3) days of receiving an order.
8. Test kits must have a minimum shelf life of ninety (90) days or more beyond date of receipt. Also, the vendor should ensure that each of the reagents delivered to the hospital have the maximum shelf life available for that specific product.
9. ~~The number of tests requested is for bidding purposes only. The vendor will be required to provide actual quantities needed, be it more or less.~~
10. Reagents should not have to be mixed before using and be immediately ready to put on the analyzer. Reagents must not need to be frozen or reconstituted-they must be ready to use out of the refrigerator.
11. All products and equipment are to be quoted FOB Destination, unless otherwise stated in vendor's quotation.

Term of Contract

Life of contract shall be for the period of five years with the option of two (2) one (1) year renewals.

Invoices, Progress Payments, & Retainage:

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 Evaluation:

Bid Response must include the cost for EACH lab test as well as the cost for the consumables that may be purchased throughout the term of the contract. It shall be understood that the quantities are ~~estimates based on previous activity and are not binding. Supplies shall be provided as ordered~~ regardless of the actual quantities ordered, whether more or less.

Evaluation will be based on the overall lowest price of each lab test and the estimated annual usage of consumables.

It is preferred that each responder use the Cost Proposal Sheet provided.

Vendor references may be requested.

The following tests must be performed on one fully automated analyzer.

General Chemistry**TEST Method**

Albumin	Dye Binding-Bromocresol Purple
Calcium	Cresolphthalein complexone
Cholesterol	Enzymatic
Creatinine	Kinetic Alkaline Picrate (Jaffe)
Direct Bilirubin	Diazo-Caffeine/Benzoate Coupling
Enzymatic Carbonate	Enzymatic
Glucose (GLU)	Hexokinase
Glucose Gluc (Liquid)	Hexokinase
High-Density Lipoprotein Cholesterol	Non-Pretreat Accelerated Cholesterol Oxidase
Automated HDL Cholesterol	Phosphotungstic Acid/No metal ions w Enzymatic Quantitation
Iron	Ferene without prior protein removal
Automated LDL	Liquid Selective Detergent
Magnesium	Colorimetric Dye Methylthymol Blue
Phosphorus	Phosphomolybdate-UV
Total Bilirubin	Diazo-Caffeine/Benzoate Coupling
Total Iron-Binding Capacity	Alumina Adsorption
IBCT (No Pre-treat)	Ferene

Total Protein

Biuret

Triglycerides

Enzymatic 340nm without serum blank GPDH

Urea Nitrogen

Urease with GLDH (Coupled Enzymes)

Uric Acid

Uricase

Electrolytes**Test Method**

Carbon-Dioxide

Enzymatic

Chloride

Ion Selective Electrode, Indirect

Potassium Ion Selective Electrode, Indirect

Sodium Ion Selective Electrode, Indirect

Endocrinology**Test Method**

*Currently, the hospital uses Dade Behring equipment, thus, some test methods are unique and proprietary to the equipment/company. Please provide your proposed test method that may be specific to the equipment that may be proposed in you bid response.

Hemoglobin A1C *see above

Thyronine Uptake *see above

Total Thyroxine *see above

Triiodothyronine *see above

Enzymes**Test Method**

*Currently, the hospital uses Dade Behring equipment, thus, some test methods are unique and proprietary to the equipment/company. Please provide your proposed test method that may be specific to the equipment that may be proposed in you bid response.

Acid Phosphatase Adapted Thymolphtholein
Monophosphate hydrolysis

Alanine Amiotransferase Adapted Bergmyer methodology

Alkaline Phosphatase Adapted Bowers and McComb methodology

Amylase *see above

Aspartate Aminotransferase *see above

Creatine Kinase Modified, Enzymatic Oliver

Creatine Kinase MB Isoenzyme *see above

Glutamyl Transferase *see above

Lactic Dehydrogenase Modified Enzymatic Lactate to
Pyruvate Methodology

Enzymes-cont'd**Test Method**

Lipase Adapted Colorimetric Neumann

Pseudocholinesterase Coupled Oxidation reduction-Gal and Roth

Heterogeneous Immunoassays**Test Method**

*Currently, the hospital uses Dade Behring equipment, thus, some test methods are unique and proprietary to the equipment/company. Please provide your proposed test method that may be specific to the equipment that may be proposed in you bid response.

Cardiac Troponin	*see above
Ferritin	*see above
Free PSA	*see above
Free Thyroxine	*see above
Human Chorionic Gonadotropin Hormone	*see above
Mass CK-MB	*see above
Myoglobin	*see above
NT-PRO BNP	ProBNP Enzymatic Immunoassay Methodology
Thyroid Stimulating Hormone	*see above

Total PSA	*see above
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Immunology**Test Method**

Complement C3, Complement C4	Turbidimetric Assay, Quantitative
C-Reactive Protein	Highly Sensitive, colorimetric Immunoassay
IGA, IGG, IGM	Quantitative, Turbidimetric Assay
Transferrin	Quantitative, Turbidimetric Assay

Specialty**Test Method**

Ammonia	Glutamate Dehydrogenase Enzymatic Method
Urine-Cerebrospinal Fluid Protein	Pyrogallol Red-molybdate Method

Lactic Acid

Specialty-cont'd**Test Method**

Microalbumin	PETINIA**adapted methodology
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Prealbumin	PETINIA technology method
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Therapeutic Drug Monitoring**Test Method**

*Currently, the hospital uses Dade Behring equipment, thus, some test methods are unique and proprietary to the equipment/company. Please provide your proposed test method that may be specific to the equipment that may be proposed in your bid response.

Carbamazepine	PETINIA immunoassay methodology
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Cyclosporine	*see above
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Digoxin	*see above
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Digitoxin	*see above
Gentamicine	Enhanced turbidimetric PETINIA
Lidocaine	*see above
Lithium	Non-covalent binary complex methodology
N-Acetylprocainamide	PETINIA methodology
Phenobarbital	PETINIA methodology
Phenytoin	PETINIA methodology
Procainamide	PETINIA methodology
Tarcolimus	*see above
Theophylline	PETINIA methodology
Tobramycine	PETINIA methodology
Vancomycin	PETINIA methodology
Valproic Acid	PETINIA methodology
<u>Toxicology</u>	<u>Test Method</u>
Acetaminophen	Enzymatic hydrolysis methodology
<u>Toxicology-cont'd</u>	<u>Test Method</u>
Ethyl Alcohol	Modified alcohol dehydrogenase methodology
Salicylate	Modified Trinder colorimetric
Urine Amphetamine Screen	Syva Emit II Plus methodology
Urine Barbiturates Screen	Syva Emit II Plus methodology
Urine Benzodiazepines Screen	Syva Emit II Plus methodology
Urine Cannabinoids Screen	Syva Emit II Plus methodology
Urine Cocaine Metabolite Screen	Syva Emit II Plus methodology
Urine Methadone Screen	Syva Emit II Plus methodology
Urine Opiates Screen	Syva Emit II Plus methodology
Urine Phencyclidine Screen	Syva Emit II Plus methodology

BID SCHEDULE/COST PROPOSAL

Item No.	Estimated Annual Usage	Description	Unit #	Count Per Unit	Unit Price	Estimated Annual Cost
1	26 units	ALB-Albumin	DF13	480 test per unit		
2	36 units	BUN-Urea Nitrogen	DF21	480 test per unit		
3	34 units	CA-Calcium	DF23A	480 test per unit		
4	10 units	CHOL-Cholesterol	DF27	480 test per unit		
5	40 units	CREA-Creatinine	DF33A	480 test per unit		
6	30 units	ECO2-Enzymatic CO2	DF137	360 test per unit		
7	20 units	GLU-Glucose	DF40	960 test per unit		
8	10 units	PHOS-Phosphorus	DF61	480 test per unit		
9	46 units	TBIL-Total Bilirubin	DF67A	480 test per unit		
10	34 units	TPROT-Total Protein	DF73	480 test per unit		
11	10 units	URCA-Uric Acid	DF77	480 test per unit		
12	50 units	ALP-Alkaline Phosphatase	DF15A	360 test per unit		
13	10 units	CK-Creatinine Kinase	DF29A	480 test per unit		
14	14 units	DBIL-Direct Bilirubin	DF25A	320 test per unit		
15	12 units	GGT-Gamma Glutamyl Transferase	DF45A	288 test per unit		
16	52 units	AST-Aspartate Aminotransferase	DF41A	360 test per unit		
17	72 units	ALT-Alanine Aminotransferase	DF43A	240 test per unit		
18	18 units	LDH-Lactic Dehydrogenase	DF53A	480 test per unit		
19	17 units	TGL-Triglyceride	DF69A	480 test per unit		
20	10 units	ACTM-Acetaminophen	DF88	80 test per unit		
21	19 units	ALC-Alcohol	DF18	120 test per unit		
22	10 units	AMON-Ammonia	DF19	120 test per unit		
23	16 units	AMY-Amylase	DF17A	240 test per unit		
24	12 units	CRP-C Reactive Protein	DF37	120 test per unit		
25	8 units	IRN-Iron	DF49A	240 test per unit		
26	28 units	LIP-Lipase	DF55A	120 test per unit		
27	28 units	MG-Magnesium	DF57	120 test per unit		
28	10 units	SAL-Salicylate	DF20	120 test per unit		
29	16 units	TU-Thyronine Uptake	DF75A	160 test per unit		
30	26 units	T4-Thyroxine	DF65	120 test per unit		
31	6 units	UCFP-Urine CF Protein	DF26	80 test per unit		
32	14 units	CRBM-Carbamazepine	DF87	80 test per unit		
33	36 units	DGNA-Digoxin No Pretreat	DF35A	80 test per unit		
34	31 units	GENT-Gentamicin	DF12	80 test per unit		
35	32 units	PHNO-Phenobarbital	DF60	80 test per unit		
36	26 units	PTN-Phenytoin	DF64	112 test per unit		
37	28 units	THEO-Theophylline	DF71	80 test per unit		
38	16 units	VALP-Valproic Acid	DF78	80 test per unit		
39	10 units	VANC-Vancomycin	DF86	80 test per unit		
40	14 units	FERR-Ferritin	RF440	120 test per unit		
41	18 units	HCG-Human Chorionic Gonadotrophin	RF430	120 test per unit		
42	40 units	MMB-Mass CKMB	RF420	160 test per unit		
43	10 units	TPSA-Revised Prostate Specific Antigen	RF451	120 test per unit		
44	20 units	TSH-Thyroid Stimulating Hormone	RF412	200 test per unit		
45	62 units	CTnl-Troponin I	RF421C	120 test per unit		
46	16 units	AHDL-HDL Cholesterol, Automated	DF48A	240 test per unit		

BID SCHEDULE/COST PROPOSAL

Item No.	Estimated Annual Usage	Description	Unit #	Count Per Unit	Unit Price	Estimated Annual Cost
47	8 units	IBCT-Iron Binding	DF84	240 test per unit		
48	8 units	TRNF-Transferrin	DF103	120 test per unit		
49	8 units	AHDL Calibrator	DC48A	2 sets/5 levels unit		
50	6 units	ALC Calibrator	DC37	2 sets/4 levels per unit		
51	6 units	AMON Calibrator	DC25	2 sets/3 levels per unit		
52	16 units	CHEM I Calibrator	DC18A	2 sets/3 levels per unit		
53	10 units	CHEM II Calibrator	DC20	2 sets/3 levels per unit		
54	6 units	CHOL Calibrator	DC16	2 sets/3 levels per unit		
55	4 units	CK Verifier	DC26	2 sets/3 levels per unit		
56	6 units	CRP Calibrator	DC30	2 sets/3 levels per unit		
57	12 units	DRUG II Calibrator	DC49D	2 sets/5 levels per unit		
58	8 units	ECO2 Calibrator	DC137	2 sets/3 levels per unit		
59	8 units	Enzyme Verifier	DC19	2 sets/3 levels per unit		
60	6 units	FERR Calibrator	RC440	2 sets/5 levels per unit		
61	6 units	HCG Calibrator	RC430	2 sets/5 levels per unit		
62	6 units	IBCT Calibrator	DC84	2 sets/3 levels per unit		
63	4 units	IRN/TIBC Calibrator	DC21	2 sets/3 levels per unit		
64	6 units	Lipase Verifer	DC15A	2 sets/3 levels per unit		
65	8 units	MMB Calibrator	RC420	2 sets/5 levels per unit		
66	12 units	REV Drug Calibrator	DC22B	2 sets/5 levels per unit		
67	6 units	SAL Calibrator	DC38	2 sets/3 levels per unit		
68	6 units	Special Protein Calibrator	DC51	2 sets/5 levels per unit		
69	6 units	T4 Calibrator	DC13	2 sets/5 levels per unit		
70	6 units	TBIL/DBIL Calibrator	DC17	2 sets/3 levels per unit		
71	6 units	TP/ALB Calibrator	DC31	2 sets/3 levels per unit		
72	4 units	T/FPISA Calibrator	RC452	2 sets/5 levels per unit		
73	6 units	TU Calibrator	DC14	2 sets/5 levels per unit		
74	6 units	Thyroid Calibrator	RC410	2 sets/5 levels per unit		
75	6 units	UCFP Calibrator	DC45	2 sets/5 levels per unit		
76	12 units	cTnl Calibrator	RC421C	2 sets/5 levels per unit		
77	134 units	ABS Absorbance Test	DF79	120 test per unit		
78	83 units	Cuvette Cartridge	D828	12,000 test per unit		
79	4 units	Enzyme Diluent	ED	10 btle/10 ml per unit		
80	24 units	Printer Paper - Rxl	D829	6 rolls/80ft per unit		
81	4 units	Sample Diluent-SD Plus	SDPlus	2 btle/50 ml per unit		
82	15 units	Small Sample Cups	DSC5	1,000 test per unit		
83	2 units	Sample Cups with Lids	DSC4	1,000 test per unit		
84	26 units	Chem Wash	RD701	1btl/1800 ml per unit		
85	4 units	IMT Probe Cleaner	RD704	12btles per unit		
86	62 units	Reagent Probe Cleaner	RD702	1 btl/500 ml per unit		
87	26 units	Rev Heterogenous Mod Vessels	RXV1A	1,000 test per unit		
88	16 units	Sample Probe Cleaner	RD703	1 btl/1000 ml per unit		
89	8 units	QuickLYTE Dilution Check	S640	3 bags/1000 ml per unit		
90	8 units	QuickLYTE Flush Solution	S630	3 bags/1000 ml per unit		
91	38 units	QuickLYTE IMT Cartridge	S600	4 cartridges per unit		
92	20 units	QuickLYTE Sample Diluent	S635	1 btl/500 ml per unit		

BID SCHEDULE/COST PROPOSAL						
Item No.	Estimated Annual Usage	Description	Unit #	Count Per Unit	Unit Price	Estimated Annual Cost
93	23 units	QuickLYTE Standard A	S620	3 bags/1000 ml per unit		
94	14 units	QuickLYTE Standard B	S625	3 bags/1000 ml per unit		
95	12 units	Salt Bridge Solution	D105	3 btle/150 ml per unit		
96	6 units	Reagent Probe Tip	715871.505	48,000 test per unit		
97	12 units	GLUC - Liquid Glucose	DF40	1440 test per unit		
98	6 units	LI - Lithium	DF132	80 test per unit		
99	4 units	FT4 - Free T4	RF410	120 test per unit		
100	32 units	ALDL - Automated LDL Cholesterol	DF131	120 test per unit		
101	12 units	ALDL Calibrator	DC131	2 sets/5 levels per unit		
Total Estimated Annual Cost for the Reagents/Consumables =						
Price Per Lab Test Procedure Performed \$ _____ x Estimated Quantity 100,000 = Total						
Total of Reagents/Consumables + Total of Lab Test Costs						

The attached Form WV-96 Agreement Addendum is used when a vendor includes terms and conditions which may conflict with the West Virginia State Code.

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 2007 fiscal year:

- Emergency Room Patients – 10,441
- Observation Visits – 542
- Clinic Patients – 25,524
- Surgeries – 343
- Deliveries – 78
- Laboratory Tests – 771,015
- Radiology – 15,063
- CAT Scans – 2,529
- Ultrasound – 1,869
- Mammography – 633
- Respiratory Tests – 21,402
- Electrocardiograms – 4,231
- Admissions – 974
 - Long Term Card ADC (48 Patients per day) – 94%
 - Overall ADC (60 Patients per day) – 66%
- Total Patient Days (17,514 Long Term Care and 4,496 Acute Care Days) – 22010

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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: _____

ATTACHMENT
P.O.# WE#80234

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

Signature Date

Signature Date

Title

Title

Company Name

Agency/Division

WV-96
Rev. 10/07

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. ~~Non-appropriation or non-funding shall not be considered an event of default.~~
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - ~~Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.~~
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____