



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
CME90092

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 BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA STREET, WEST CHARLESTON, WV 25302 304-558-4865

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/09/2009				

BID OPENING DATE: 01/22/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ADDENDUM NO. 1</p> <p>1. QUESTIONS AND ANSWERS ARE ATTACHED.</p> <p>2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: CME90092</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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 ROBERTA WAGNER  
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FLOOR

SHIP TO

HEALTH AND HUMAN RESOURCES  
 BUREAU FOR PUBLIC HEALTH  
 OFFICE CHIEF MEDICAL EXAMINER  
 619 VIRGINIA STREET, WEST  
 CHARLESTON, WV  
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VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

.....  
 SIGNATURE

.....  
 COMPANY

.....  
 DATE

REV. 11/96

END OF ADDENDUM NO. 1

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STATE OF WEST VIRGINIA  
**PURCHASE CONTINUATION SHEET**

Requisition / P.O. No.:  
CME90092

File: \_\_\_\_\_ Acct. No.:  
0407-2008-2937-045

Vendor: \_\_\_\_\_ P.O. Date: \_\_\_\_\_

Spending Unit:  
DHHR/OCME

Item No.	Quantity	Description	Unit Price	Amount
		<p><b>VENDOR QUESTION #1:</b></p> <p>The listing of line items in the RFQ is specific for catalogue numbers for the incumbent laboratory. There is no detailed description provided so that other vendors may fairly evaluate the request for each line item.</p> <p><b>EXAMPLE:</b> Line number 230-236 lists Collection Fees A-G. What are the services expected from a "Collection Fee" and what is the difference between A-G?</p> <p><b>EXAMPLE:</b> Lines 557-570 "ICup" What is the description of the "ICup" and the expected differentiation between these line items?</p> <p><b>EXAMPLE:</b> Lines 370-380 "Drug of Abuse, 6" There are multiple listing for the same description. What are the scope of tests that are expected in these different drug of abuse panels?</p> <p><b>RESPONSE:</b></p> <p>These tests pertain to collection of urine or hair from living patients, so Line Number 230-236 could be considered : Not Applicable. Same for 557-570, these are "on-site", urine drug screening tests on living patients. Same for 370-380, these are drugs of abuse screens with different concentration cut-offs and do not pertain to postmortem testing.</p> <p><b>VENDOR QUESTION # 2:</b></p> <p>Is it to be assumed that all prices for testing are to be for blood, unless otherwise noted?</p> <p><b>RESPONSE:</b></p> <p>Yes, unless otherwise noted, tests are on blood.</p> <p><b>VENDOR QUESTION # 3:</b></p> <p>Must all testing listed be performed on the premises of the laboratory awarded the contract or is subcontracting allowable?</p> <p><b>RESPONSE:</b></p> <p>Yes, if the subcontracted lab is acceptable to the primary lab, these test results will be acceptable to the OCME. It is expected that the subcontracted lab will also be able to furnish a documentation package that supports their results.</p> <p><b>VENDOR QUESTION # 4:</b></p> <p>Who are the current providers of these services? Is a pricing list available?</p> <p style="text-align: center;">Continued on next page</p>		

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PURCHASE CONTINUATION SHEET**

File: \_\_\_\_\_ Acct. No.:  
0407-2008-2937-045

Vendor: \_\_\_\_\_ P.O. Date: \_\_\_\_\_

Spending Unit:  
DHHR/OCME

Item No.	Quantity	Description	Unit Price	Amount
		<p>RESPONSE:</p> <p>AIT Laboratories is the current provider of these services. No price list is available.</p> <p>VENDOR QUESTION # 5:</p> <p>Is it possible to only list pricing for some, but not all, of the tests listed?</p> <p>RESPONSE:</p> <p>Yes, all tests requested may not be offered by all vendors.</p> <p>VENDOR QUESTION # 6:</p> <p>Does the OCME lab anticipate outsourcing at least one of each of the tests listed on pages 10-42 or primarily those listed as numbers 1-5 on page 9?</p> <p>RESPONSE:</p> <p>Primarily those listed as numbers 1-5 on page 9 will be the tests used the most, however, OCME wanted the ability to use the other tests if necessary.</p> <p>VENDOR QUESTION # 7:</p> <p>Is a specific list of the contents of the various panels listed on pages 1-42 available; i.e. Abbreviated Drug Panel, Alcohol Panel, Amphetamine Panel, etc. If not, are the individual bidders allowed to offer services and pricing based on the contents of what are believed to be potentially comparable panels?</p> <p>RESPONSE:</p> <p>On line at <a href="http://www.AITLABS.COM">www.AITLABS.COM</a> there is a "test catalog" - which has descriptions of tests, panels, reporting limits, specimen requirements, etc. Access under catalog on left side of web page to acquire the information.</p> <p>VENDOR QUESTION # 8:</p> <p>Can the bidders submit tests or profiles provided by their laboratories that may not appear on the list present on pages 10-42?</p> <p>RESPONSE:</p> <p>Yes, bidders may submit tests or profiles that are not already included on pages 10-42. However, OCME reserves the right as to whether or not to utilize the tests.</p>		