



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
 WEH90053

PAGE
 1

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

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HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/28/2009				

BID OPENING DATE: 02/26/2009 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 CHEMISTRY 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 ONE YEAR WITH THE OPTION OF FOUR (4), ONE (1) YEAR RENEWALS. EXHIBIT 3						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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."

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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<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD OF CONTRACT.. 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.</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 FOUR (4) 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</p>						

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<p>OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY 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 02/10/2009. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS</p>						

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<p>WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>PLEASE NOTE THIS IS A REBID OF WEH80221 & WEH80234.</p> <p>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 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</p>						

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<p>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>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY</p>						

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<p>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> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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>						

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BUYER:-----RW/FILE 22-----						
RFQ. NO.:-----WEH90053-----						
BID OPENING DATE:-----2/26/2009-----						
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):						

***** THIS IS THE END OF RFQ WEH90053 ***** TOTAL: _____						

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Welch Community Hospital
RFQ #WEH90053

GENERAL INFORMATION**Project:**

To obtain a Vendor who will provide two (2) new chemistry analyzers (free of charge) and supply/sell reagents/ consumables for use with the new chemistry analyzers. 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.

PROCUREMENT SPECIFICATIONS**General Requirements:**

Vendor shall provide, at no charge, two (2) fully automated chemistry analyzers, (Dade RxL Max Systems or equal) for use with requested reagents/consumables. Vendor must provide a complete analyzer system that will include a computer, monitor, printer and any 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 shall provide references of at least three (3) clients for which they have provided these similar services.

Scope of Work:

Vendor shall provide two (2) new chemistry analyzers/ equipment and reagent/consumables as needed for the Laboratory at Welch Community Hospital. Vendor shall include, but not be limited to the following requirements:

1. The equipment shall be a single platform that can perform all our test methods.
2. There shall be full mirror image back-up feature to assure that critical tests have a back-up platform in the event that a primary analyzer is 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 waste reagents. The system shall also allow for reagents to be added while maintaining on-going system operation.
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 shall 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. Technical support shall be available via telephone 24 hours a day/7 days a week to troubleshoot problems and/or answer staff questions.
6. Test kits are to be shipped as requested. Reagents are to be shipped within six (6) days of receiving an order.

7. Test kits must have a minimum shelf life of ninety (90) days or more beyond date of receipt. Vendor shall ensure that each of the reagents delivered to the hospital, have the maximum shelf life available for that specific product.
8. 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.
9. Reagents shall 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.
10. All products and equipment are to be quoted FOB Destination, unless otherwise stated in vendor's quotation.
11. Vendor will deliver equipment within 30 days after the receipt of the Purchase Order and must install equipment upon delivery to the Laboratory Department.
12. Vendor will provide on-site training to Laboratory personnel. On site training will need to take place upon delivery and set up of the equipment. Vendor will need to make arrangements with the Laboratory Department for delivery date and time. The vendor will ensure hospital's laboratory staff receives on site in-service training whenever there are updates made to the equipment.

Term of Contract & Renewals:

This contract will be effective (date set upon award) and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of four (4) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period the Vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

Non-Appropriation of Funds:

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

Contract Termination:

The State may terminate any contract immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the

State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated by the State with thirty (30) days prior notice.

Changes:

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall provide a description of the price increase or decrease involved in implementing the requested change.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.

Invoices:

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.

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.

The following tests methods are to be performed on one fully automated analyzer. (Dade RxL Max Systems or equal)

General Chemistry

TEST Method

Albumin

Dye Binding-Bromcresol Purple

Calcium

Cresolphthalein complexone

Cholesterol

Enzymatic

Creatnine

Kinestic 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.

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.

Acid Phosphatase	Adapted Thymolphtholein Monophosphate hydrolysis
Alanine Amiotransferase	Adapted Bergmyer methodology
Alkaline PhosphataseAdapted	Bowers and McDomb methodology
Amylase	*see above
Aspartate Aminctranserase	*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
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.

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
Tyroid Stimulating Hormone	*see above
Total PSA	*see above

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	
Microalbumin	PETINIA**adapted methodology
Prealbumin	PETINIA technology method

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.

Carbamazepine	PETINIA immunoassay methodology
Cyclosporine	*see above
Digoxin	*see above
Digitoxin	*see above
Gentamicin	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

Toxicology

Acetaminophen
 Ethyl Alcohol
 Salicylate
 Urine Amphetamine Screen
 Urine Barbiturates Screen
 Urine Benzodiazepines Screen
 Urine Cannabinoids Screen
 Urine Cocaine Metabolite Screen
 Urine Methadone Screen
 Urine Opiates Screen
 Urine Phencyclidine Screen

Test Method

Enzymatic hydrolysis methodology
 Modified alcohol dehydrogenase methodology
 Modified Trinder colorimetric
 Syva Emit II Plus methodology
 Syva Emit II Plus methodology
 Syva Emit II Plus methodology
 Syva Emit II Plus methodology
 Syva Emit II Plus methodology
 Syva Emit II Plus methodology
 Syva Emit II Plus methodology
 Syva Emit II Plus methodology

****PETINIA=particle enhanced turbidimetric inhibition immunoassay.**

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	\$	\$

Item No.	Estimated Annual Usage	Description	Unit #	Count Per Unit	Unit Price	Estimated Annual Cost
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	\$	\$

Item No.	Estimated Annual Usage	Description	Unit #	Count Per Unit	Unit Price	Estimated Annual Cost
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	\$	\$
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	\$	\$

WEH90053 Blanket Contract for Reagents/Consumables for use in Two Chemistry Analyzers. Bid/Price Sheet

Item No.	Estimated Annual Usage	Description	Unit #	Count Per Unit	Unit Price	Estimated Annual Cost
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/FPSA 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	\$	\$

WEH90053 Blanket Contract for Reagents/Consumables for use in Two Chemistry Analyzers. Bid/Price Sheet

Item No.	Estimated Annual Usage	Description	Unit #	Count Per Unit	Unit Price	Estimated Annual Cost
81	4 units	Sample Diluent-SD Plus	SDPlus	2 btile/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	\$	\$
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 btile/150 ml per unit	\$	\$
96	6 units	Reagent Probe Tip	715871.505	48000 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	\$	\$

Item No.	Estimated Annual Usage	Description	Unit #	Count Per Unit	Unit Price	Estimated Annual Cost
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 =						

Please attach your vendor references.

Two (2) new chemistry analyzers: (Dade RxL Max Systems or equal.)

Brand Name/Model: _____

List of Components/Accessories: _____

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 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.

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.

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.

ALTERNATE TERMS:

- () 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.
- () THE VENDOR DOES NOT AGREE TO MAINTAIN A FIRM PRICE FOR THE LENGTH OF THE CONTRACT BUT OFFERS AN ALTERNATE PROPOSAL AS FOLLOWS:
.....

OPERATING ENVIRONMENT
Location

Facility is located in McDowell County at Welch Community Hospital, 454 McDowell Street, Welch WV 24801

Background:

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

The following numbers represent the typical utilization encountered by the outpatient service area of Welch Community Hospital for the 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) – 22,010

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****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____

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). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: 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, Bidder is a partnership, association or corporation resident vendor and 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 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, Bidder is a 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; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: 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; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: 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 Bidder's 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; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; 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.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of 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.

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.

Bidder: _____ Signed: _____
Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.