



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
 MCH10037

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
 BPH - MCH WAREHOUSE

 900 BULLITT STREET
 CHARLESTON, WV
 25301 304-558-3417

| | | | | |
|----------------------------|---------------|----------|--------|---------------|
| DATE PRINTED 10/08/2009 | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|----------------------------|---------------|----------|--------|---------------|

BID OPENING DATE: 10/22/2009 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.: MCH10037</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO M 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> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| SIGNATURE | TELEPHONE | DATE |
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| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 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, the State may deem this contract null and void, and terminate such contract 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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 Department of Administration
 Purchasing Division
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| <p>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.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>END OF ADDENDUM NO. 1</p> | | | | | | |

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STATE OF WEST VIRGINIA
PURCHASE CONTINUATION SHEET

Page ____ of ____ Pages

Requisition / P.O. No.:
MCH10037

File:

Acct. No.:

Vendor: _____ P.O. Date: _____

Spending Unit:

WVDHHR/OMCFH/FPP

| Item No. | Quantity | Description | Unit Price | Amount |
|----------|----------|---|------------|--------|
| 1. | | <p>QUESTION:</p> <p>ON PAGE 6 OF THE RFQ MCH10037 LISTS 2,800 TEST FOR HPV/DNA TESTING AND 2,600 LIQUID BASED PAP TESTS AND BUT THE COST SHEET FOR MCH10037 LIST BOTH OF THOSE AND ALSO LIST 60,000 ADDITIONAL LIQUID BASED PAPS. COULD YOU CLARIFY THE NUMBER OF TESTS IN THIS CONTRACT AND IF THE 60,000 TESTS ARE OF THE CONTRACT WHERE DO WE ENTER A PRICE ON THOSE IN THE RFQ.</p> <p>ANSWER:</p> <p>60,000 PAP TEST ARE FOR BCCSP AND FPP CLIENTS. OUT OF THOSE TESTS, WE ESTIMATE 2,800 WILL ALSO NEED HPV TEST. WE ALSO ESTIMATE 2,600 PROGRAM ELIGIBLE CLIENTS WILL NOT BE ELIGIBLE FOR BCCSP AND FPP TO PAY FOR A TEST (TEST ARE TO BE COMPLETED EVERY OTHER YEAR, BUT SOME CLIENTS FEEL MORE COMFORTABLE HAVING A TEST YEARLY) AND WILL ELECT TO PAY FOR A TEST OUT OF POCKET. CURRENT CONTRACT ALLOWS CLIENTS TO PAY FOR THE LIQUID-BASED PAP TESTS AT THE SAME RATE AS THE PROGRAM PAYS.</p> | | |
| 2. | | <p>QUESTION:</p> <p>WHAT IS THE RATIONALE FOR PROHIBITING SUB-CONTRACTING?</p> <p>ANSWER:</p> <p>THE SUCCESSFUL VENDOR WILL BE SOLELY RESPONSIBLE FOR ALL WORK PERFORMED ON THE CONTACT AS WE WOULD HAVE NO KNOWLEDGE OF THE SUBCONTRACTORS EXPERIENCE AND/OR QUALIFICATIONS AND IF FDA APPROVED TO PERFORM THESE SERVICES.</p> | | |
| 3. | | <p>QUESTION:</p> <p>WHAT ARE THE REQUIREMENTS FOR A VENDOR TO ACQUIRE WRITTEN PERMISSION TO USE SUB-CONTRACTORS?</p> <p>ANSWER:</p> <p>SELECTED VENDOR MUST REQUEST IN WRITING AND APPROVAL MUST BE GIVEN BY WEST VIRGINIA DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BEFORE ANY CHANGES CAN BE MADE TO THE AWARDED CONTRACT.</p> | | |

STATE OF WEST VIRGINIA
PURCHASE CONTINUATION SHEET

Page ____ of ____ Pages

Requisition / P.O. No.:
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Spending Unit:

WVDHHR/OMCFH/FPP

| Item No. | Quantity | Description | Unit Price | Amount |
|----------|----------|---|------------|--------|
| 4. | | <p>QUESTION:</p> <p>THE RFQ AT PART 2.1 PARA. N REQUIRES PATHOLOGIST AS DIRECTOR (TECHNICAL SUPERVISOR). DO YOU INTEND TO CONSIDER THE PATHOLOGIST'S EXPERIENCE AND QUALIFICATIONS BEYOND THIS MINIMUM? IF SO, HOW, IF NOT WHY NOT?</p> <p>ANSWER:</p> <p>CLIA-88 QUALIFIED PATHOLOGIST IS THE REQUIREMENT OF FPP AND BCCSP FEDERAL AGENCIES.</p> | | |
| 5. | | <p>QUESTION:</p> <p>THE RFQ AT PART 2.1 PARA V REQUIRES ONLY THAT THE VENDOR MUST HAVE BEEN IN BUSINESS TO PERFORM CYTOLOGY SERVICES FOR A MINIMUM OF FIVE YEARS. DO YOU INTEND TO CONSIDER THE PAST PERFORMANCE RECORD OF A VENDOR WITH RESPECT TO CYTOLOGY SERVICES DURING THAT PERIOD? IF SO, WHAT EVALUATION CRITERIA WILL BE EMPLOYED, AND HOW WILL THEY BE APPLIED UNDER THIS RFQ? IF NOT, WHY NOT?</p> <p>ANSWER:</p> <p>THIS REQUIREMENT IS TO ENSURE THE BUSINESS IS AN ESTABLISHED CYTOLOGY VENDOR.</p> | | |
| 6. | | <p>QUESTION:</p> <p>THE RFQ DOES NOT REQUIRE FDA APPROVED HPV TESTING. HOW DO YOU INTEND TO EVALUATE QUALITY ASSURANCE FOR A NON-FDA APPROVED METHODOLOGY?</p> <p>ANSWER:</p> <p>ALL TESTING CONDUCTED BY FPP, BCCSP OR IT'S VENDORS MUST BE FDA APPROVED.</p> | | |

MCH10037 Addendum #1

Response to vendor questions:

7. Question: My question is in regard to amendment V under quality assurance. This amendment states that the vendor must have been in business and maintained a business license to perform cytology for five years; with that in lies my inquiry. My company, West Virginia Laboratory Services (WVLS), recently purchased and took over operations for American Cytopathology Services (ACS). ACS has been practicing cytology since 1997 and has worked with the state in years past conducting cytology until 2006. WVLS operates at the same location as ACS and still maintains the state of the art equipment and operations standards as ACS. WVLS also maintains all the documentation of ACS and the work that it had performed in the past with both the state and private practices. In June of this year (2009) ACS was taken over by a group of new owners and a decision was made to change the name of the company. Recently, my company applied for a vendor number under WVLS even though ACS's is still active until February. Here in lies my question. Due to the fact that American Cytopathology Services now operates under West Virginia Laboratory Services, and West Virginia Laboratory Services is the new name of the business, will this affect the chances of my company being considered for the contract due to amendment V? The company has been operational for over twelve years and I hope that a recent change in name, which means a new business licenses, will not dismiss my company from putting a bid on this upcoming contract.

Response: The specifications state the vendor must have been in business and maintained a business license to perform cytology for a minimum of five years. The vendor placing the bid, must have been in business and maintained a business license to perform cytology for five years. If WVLS does not show evidence of a business license that identifies WVLS as having the license for the minimum of five years, they will not be considered as having met the specification.