



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	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/28/2009				

BID OPENING DATE: 11/12/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
1. QUESTIONS AND ANSWERS ARE ATTACHED. REVISIONS TO SPECIFICATIONS ARE ATTACHED. 2. TO MOVE THE BID OPENING DATE FROM 10/30/2009 TO 11/12/2009. 3. ADDENDUM ACKNOWLEDGMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
EXHIBIT 10						
REQUISITION NO.: MCH10037						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE						

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, 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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<p>ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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.</p> <p>..... SIGNATURE COMPANY 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. 3</p>						

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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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STATE OF WEST VIRGINIA PURCHASE CONTINUATION SHEET

Page ____ of ____ Pages	Requisition / P.O. No.: MCH10037
File:	Acct. No.:
Spending Unit: WVDHHR/OMCFH/FPP	

Vendor: _____ P.O. Date: _____

Item No.	Quantity	Description	Unit Price	Amount
		<p>TO CHANGE SECTION 3 2 AND 2 1 A OF SPECIFICATIONS:</p> <p>TO CHANGE SECTION 3 2 FROM:</p> <p>SUBCONTRACTS PROHIBITED:</p> <p>The successful vendor will be solely responsible for all work performed under the contract. The vendor shall not enter into written or oral subcontracts for the performance of work under the contract without written permission of the agency</p> <p>TO CHANGE SECTION 3 2 OF SPECIFICATIONS TO:</p> <p>3 2 SUBCONTRACT/JOINT VENTURES:</p> <p>The vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The state will consider the vendor to be the sole point of contact with regard to all contractual matters. The vendor may, with prior written consent of the state, enter into written subcontracts for performance of work under this contract; However, the vendor is totally responsible for payment of all contractors. Any licensing requirement in this contract must be met by the vendor and all subcontractors of the vendor</p> <p>TO CHANGE SECTION 2.1 A FROM:</p> <p>The vendor will provide participating FPP and BCCSP providers all supplies necessary for collection of Liquid-Based Pap test specimens. These supplies shall include, but not to be limited to, requisition forms mailers, specimen containers that provide space for writing the patient's name, cervical scrapers and cytobrushes</p> <p>TO CHANGE SECTION 2 1 A TO:</p> <p>The vendor will provide participating FPP and BCCSP providers all supplies necessary for collection of Thin Prep Liquid Medium/Monolayer System test specimens or equal. These supplies shall include, but not to be limited to, requisition forms mailers, specimen containers that provide space for writing the patient's name, cervical scrapers and cytobrushes</p> <p>TO SUBMIT REVISED COST SHEET (ATTACHED)</p> <p>TO ANSWER VENDOR QUESTION:</p> <p>We are currently working on RFQ MCH10037. Can you direct me to the previous RFQ so that we can find the current bid? I found the FOIA and some other helpful information on your website, but I'm not sure exactly where to go to find the current bid</p> <p>ANSWER:</p> <p>The current PO# is MCH70449, and the costs are:</p> <p>Liquid Based Pap Test: \$15.00 per test HPV/DNA Testing(high risk only): \$37.00 per test</p> <p>QUESTION:</p> <p>Just to clarify, page 6 of the RFQ list HPV's and Liquid based Pap test for Private Pay Program Eligible Clients. What does Private Pay by Program Eligible Clients mean? Are they people without insurance and are going to pay their Pap smear and HPV out of their own pocket? Please advise.</p> <p>ANSWER:</p> <p>These are FPP and BCCSP eligible client that will pay out of pocket for a Pap test outside of the criteria under which FPP and BCCSP can pay for, i.e. annually, when a repeat at 3 months. In these instance, the client would pay for the Pap test.</p> <p>PLEASE NOTE: ALL INQUIRIES RELATED TO THIS RFQ MUST BE DIRECTED THROUGH THE DEPARTMENT OF ADMINISTRATION BUYER, ROBERTA WAGNER</p> <p>BID OPENING IS BEING DELAYED UNTIL 11/12/2009</p>		

COST SHEET FOR MCH10037

<u>Item #</u>	<u>Apprx. Annual Usage</u> <u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
1	60,000	THIN PREP LIQUID MEDIUM/MONOLAYER OR EQUAL		
2	2,800	HPV/DNA TESTING (HIGH-RISK ONLY) THIN PREP LIQUID MEDIUM/MONOLAYER OR EQUAL		
3	2,600	THIN PREP LIQUID MEDIUM/MONOLAYER OR EQUAL (PRIVATE PAY BY PROGRAM ELIGIBLE CLIENT)		
		TOTAL COST		

Award will be made to the vendor with the lowest overall cost who meets specifications. Vendor must submit an original itemized invoice for each order. Payment will be made in arrears after receipt of each completed order. Orders will be placed on an as needed basis. If bidding on alternate testing bidder must attach pertinent testing literature.