



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
WSH10011

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 804-558-0067

RFQ COPY
TYPE NAME/ADDRESS HERE

HEALTH AND HUMAN RESOURCES
WILLIAM R. SHARPE JR. HOSPITAL
CENTRAL RECEIVING
936 SHARPE HOSPITAL ROAD
WESTON, WV
26452 304-269-1210

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/15/2009				

BID OPENING DATE:

08/13/2009

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR	193-88	OPEN-END BLANKET CONTRACT FOR REFERENCE LABORATORY SERVICES CONTRACTOR TO PROVIDE ROUTINE DAILY SERVICE WITH ONE PICK UP BY 3:00 PM. LAB RESULTS WILL BE TRANSMITTED VIA COMPUTER NO LATER THAN 9:00 AM THE FOLLOWING DAY. VENDOR TO PROVIDE SIX-DAY SERVICE TO THE HOSPITAL (MONDAY THRU SATURDAY) VENDOR TO PROVIDE ALL SUPPLIES AND MATERIALS REQUIRED. VENDOR SHALL SUBMIT ITEMIZED AND MONTHLY BILLS IN ARREARS FOR SERVICES. SEE ATTACHED SPECIFICATIONS. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD..... 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.		

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, 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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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.						
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.						
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.						
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 OF WORK.)						
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.						
ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A						

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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.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.						
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.						
REV. 05/26/2009 EXHIBIT 4						
LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.						
REV. 3/88						

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<p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 7/28/2009. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS 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</p> <p>E-MAIL: ROBERTA.A.WAGNER@WV.GOV</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</p>						

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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.						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION 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.:-----WSH10011-----						
BID OPENING DATE:-----8/13/2009-----						
BID OPENING TIME:-----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

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Reference Laboratory Services

1.1 Scope of Work:

To provide laboratory services to William R. Sharpe, Jr. Hospital in Weston, WV per the following specifications

1.2 Specification Requirements:

- 1.2.1 The attached Bid Price Sheet represents only the most required tests needed by our physicians, but additional types of tests may be required of the successful vendor on an as needed basis. The vendor will provide routine daily service with one (1) pick-up by 3:00pm. Lab results will be transmitted via computer to the hospital no later than 9:00am the following day. Preliminary culture results will be returned to the hospital in 24 hours, after pick-up, with final results in 48 hours. The vendor will provide six-day service to the hospital (Monday through Saturday) with the vendor calling the hospital on Saturday and conversing with the Nurse Clinical Coordinator to determine if Saturday pick-up is needed.
- 1.2.2 The vendor will provide all supplies and materials required, such as tubes, needles, and urine containers.
- 1.2.3 The vendor will provide an itemized invoice monthly in arrears and statistical reports showing usage and volumes. State law forbids payment of invoices prior to receipt of services. Invoices shall include patient name, date of service, description of service, per unit cost and total cost.
- 1.2.4 The vendor must be certified by Clinical Laboratory Improvement Amendments (CLIA) and also must meet all Certificate of Accreditation (CAP) standards. The vendor will provide a copy of CLIA and CAP certificates from the Centers for Medicare & Medicaid Services before any services are rendered.
- 1.2.5 The vendor shall operate in accordance with the standards and recommendations of Joint Commission (JC) or other equivalent standards.
- 1.2.6 The vendor will provide the hospital with documentation of quality control measures being performed in the Laboratory upon request. Quality control data, quality assurance policies and results of proficiency testing surveys are available upon request.
- 1.3 Subcontracts Prohibited
Vendor will be solely responsible for all work performed under the contract. Vendor will not enter into written subcontracts for performance of work under the contract without written permission of the agency.
- 1.4 Compliance with Law and Regulation
The Vendor shall pay sales, use and personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transactions or the equipment or services delivered pursuant thereto shall be borne by the vendor.

The Vendor shall comply with all applicable laws, rules, and regulations including, but not limited to those relating to hospital licensure, state and federal labor laws, and laws, rules and policies related to the WV Department of Health and Human Resources.

The Vendor shall be responsible for compliance with all workplace safety requirements, including, but not limited to compliance with applicable OSHA and all other applicable environmental agency requirements for storage, labeling, handling and disposal of all items used in the performance of duties associated with laboratory (phlebotomy) services. The Vendor shall appropriately train its employees in proper workplace safety requirements.

1.5 Termination of the Contract

The Department of Administration, Purchasing Division may terminate a contract resulting from the RFQ at any time that the vendor fails to carry out its responsibilities under the terms of any contract to the satisfaction of the Department.

The Department shall provide the Vendor with notice of conditions endangering contract performance. If after such notice the vendor fails to remedy the conditions contained in the Notice, within the time period contained in the notice, the Department shall issue the vendor an order to stop all work immediately (only with approval of the Purchasing Division). The Department shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

Presently, the Department of Health and Human Resources is developing an "agencywide contract for laboratory services" that requires the successful vendor to communicate laboratory test results directly into VISTA (Veterans Health Information Systems and Technology Architecture) system being utilized by the state health care facilities.

The purpose of this RFQ# WSH10011 is to obtain Reference Laboratory Services until such time that an agencywide contract can be awarded and the successful vendor is able implement services.

1.6 Record Retention and Confidentiality

The Vendor will maintain financial records pertaining to the contract for five (5) years following the end of the State Fiscal year during which the contract is terminated or State and Federal audits of the contract have been completed, whichever is later. If questions about accounting records arise during an audit, the accounting records pertaining to the contract shall be retained until resolution of all pending audit questions and for one (1) year following the termination of any litigation relating to the contract if the litigation has not terminated within the above five (5) year period. Accounting records and procedures shall be subject to State and Federal approval.

1.7 Changes Orders

The Department with the Vendor will negotiate formal contract amendments and change orders, whenever necessary, to address changes to the terms and conditions, costs of or scope of work included under the contract. An approved contract amendment means one approved by the WV Department of Health and Human Resources, the WV Purchasing

Division and all other applicable State agencies prior to the effective date of such amendment. An approved contract amendment is required whenever the change affects the payment provision and scope of work performed by the Vendor.

Vendor shall not change the scope of services to be conducted without the approval of the State. As soon as possible after receipt of a written change request, but in no event more than thirty (30) days thereafter, the Vendor shall provide the State a written statement that the change has no price impact on the contract or if there is a price impact a description of the price increase or decrease involved in implementing the change.

1.8 Invoices and Payment

The Vendor shall provide an itemized invoice to the Department monthly in arrears for actual usage. State law forbids payment of invoices prior to receipt of services. Invoices shall include patient name, date of service, description of service, per unit cost and total cost.

BID PRICE SHEET				
Item #	Item Description (Test)	Estimated Annual Volume	Unit Cost	Total Cost
1	7 Drug-Scr	503		
2	7 Blood-Scr (Only)	2		
3	ABO Grouping and Rho(D) Typing	1		
4	ACTH, Plasma	2		
5	Actin (Smooth Muscle) Antibody	3		
6	Aerobic Bacterial Culture	15		
7	AFP with AFP-L3%	1		
8	AFP, Serum, Tumor Marker	13		
9	Alpha-1-Antitrypsin Phenotyp	3		
10	Alpha-1-Antitrypsin, Serum	1		
11	Ambig Abbrev CBC/Diff Default	1		
12	Ammonia, Plasma	56		
13	Amylase, Serum	18		
14	ANCA Panel	1		
15	Antibody Screen	1		
16	Antinuclear Antibodies Direct	7		
17	Basic Metabolic Panel (8)	1		
18	Benzodiazepines (GC/MS), Blood	1		
19	Bilirubin, Total	1		
20	Bilirubin, Total/Direct, Serum	3		
21	Blood Culture, Routine	1		
22	Body Fluid Culture, Sterile	1		
23	B-Type Natriuretic Peptide	1		
24	BUN	19		
25	C difficile Toxins A+B, EIA	3		
26	Calcium, 24Hr Urine	4		
27	Calcium, Ionized, Serum	1		
28	Calcium, Serum	2		
29	Cancer Antigen (CA) 15-3	1		
30	Cannabinoid (GC/MS), Blood	1		
31	Carbamazepine(Tegretol), S	76		
32	Carbohydrate Antigen 19-9	1		
33	CBC With Differential/Platelet	1,744		
34	CCP IgG Antibodies	1		
35	CEA	2		
36	Ceruloplasmin	5		
37	Chlamydia trachomatis, NAA	1		
38	Chloride, Urine	1		
39	Citric Acid (Citrate), Urine	1		
40	Cl+K+Na	17		
41	Clozapine (Clozaril), Serum	72		
42	CMP12+LP+6AC	1,384		
43	Coombs', Direct	1		
44	Copper, Serum	1		
45	Cortisol	1		

BID PRICE SHEET				
Item #	Item Description (Test)	Estimated Annual Volume	Unit Cost	Total Cost
46	Cortisol - AM	1		
47	C-Peptide, Serum	1		
48	C-Reactive Protein, Quant	2		
49	Creatine Kinase (CK), MB/Total	1		
50	Creatine Kinase, Total, Serum	18		
51	Creatinine, 24-Hour Urine	1		
52	Creatinine, Serum	15		
53	Cystine, Quantitative, Urine	1		
54	Digoxin, Serum	3		
55	Drawing Fee	1		
56	Drug Analysis, Unknown, Qual	1		
57	Drug Profile, Blood (7 Drugs)	1		
58	Electrolyte Panel	2		
59	Erythropoietin (EPO), Serum	1		
60	Ethanol, Blood	3		
61	Ferritin, Serum	22		
62	FSH and LH	3		
63	Glom Filt Rate, Estimated	1		
64	Glucose, Serum	18		
65	Glucose, Two-Hour Postprandial	1		
66	H. pylori IgG, Abs	18		
67	Haloperidol (Haldol), Serum	4		
68	Haptoglobin	1		
69	HBV/HCV (Profile VIII)	120		
70	hCG, Beta Subunit, Qual, Serum	167		
71	HCV Genotyping Non Reflex	9		
72	HCV RNA, PCR, Qualitative	2		
73	HCV RT-PCR, Quant (Non-Graph)	7		
74	Heavy Metals Profile I, Blood	2		
75	Heavy Metals Profile II, Blood	1		
76	Helper T-Lymph-CD4	4		
77	Hemoglobin A1c	157		
78	Hep A Ab, IgM	1		
79	Hep A Ab, Total	2		
80	Hep B Surface Ab	5		
81	Hep Be Ab	1		
82	Hep Be Ag	2		
83	Hepatitis A (Prof V)	8		
84	Hered. Hemochromatosis, DNA	1		
85	HFP7+3AC	44		
86	Immunoglobulin E, Total	1		
87	Iron and TIBC	19		
88	Iron, 24 Hour Urine	1		
89	Iron, Serum	3		
90	Lamotrigine (Lamictal), Serum	3		

BID PRICE SHEET				
Item #	Item Description (Test)	Estimated Annual Volume	Unit Cost	Total Cost
91	Lipase, Serum	15		
92	Lipid Panel	30		
93	Lithium (Eskalith), Serum	426		
94	Lower Respiratory Culture	2		
95	M003 Aspergillus fumigatus	1		
96	Magnesium, Serum	25		
97	Microalbumin, Random Urine	17		
98	Mitochondrial (M2) Antibody	4		
99	Mono Qual W/Rflx Qn	1		
100	NGI HCV QuantaSure	1		
101	Non LCA Req	2		
102	NTI Tracking	1		
103	Organism ID	12		
104	Organism ID	7		
105	Organism ID	2		
106	Organism ID	1		
107	Osmolality, Serum	1		
108	Osmolality, Urine	1		
109	Ova + Parasite Exam	8		
110	Oxalate, Quant, 24-Hour Urine	1		
111	Parasite ID, Worm	1		
112	Phenobarbital, Serum	11		
113	Phenytoin (Dilantin), Serum	30		
114	Phosphorus, 24 hr Urine	1		
115	Phosphorus, Serum	2		
116	Potassium, Urine	1		
117	Pregnancy Test, Urine	1		
118	Presumptive ID	19		
119	Prolactin	20		
120	Prostate-Specific Ag, Serum	51		
121	Protein Total, Qn, 24-Hr Urine	2		
122	Prothrombin Time (PT)	1		
123	PT and PTT	138		
124	PTH, Intact	6		
125	Request Problem	3		
126	Resubmit Tracking	1		
127	Reticulocyte Count	3		
128	Rheumatoid Arthritis Factor	3		
129	RNA, Real Time PCR (Graph)	4		
130	RPR	466		
131	Rubella Antibodies, IgG	1		
132	Sedimentation Rate-Westergren	4		
133	Sensitivity Organism #1	25		
134	Sensitivity Organism #2	8		
135	Sent to Reference Lab	1		

BID PRICE SHEET				
Item #	Item Description (Test)	Estimated Annual Volume	Unit Cost	Total Cost
136	Sodium, Serum	1		
137	Sodium, Urine	1		
138	Specimen Status Report	4		
139	Stool Culture	2		
140	T pallidum Ab (FTA-Ab)	3		
141	Test Code Change	1		
142	Testosterone, Serum	18		
143	Theophylline, Serum	12		
144	Thyroid Panel With TSH	867		
145	Thyroxine (T4) Free, Direct, S	1		
146	Thyroxine Binding Globulin	1		
147	Thyroxine Binding Globulin*	1		
148	Transferrin	3		
149	Troponin I	1		
150	TSH	31		
151	UA/M w/rflx Culture, Routine	13		
152	Upper Respiratory Culture	2		
153	UREA and Creatinine, 24-Hr Ur	2		
154	Uric Acid, 24 hr Urine	1		
155	Uric Acid, Serum	6		
156	Urinalysis, Complete	930		
157	Urinalysis, Routine	1		
158	Urine Culture, Routine	37		
159	Valproic Acid (Depakote),S	653		
160	Vitamin B12	6		
161	Vitamin B12 and Folate	112		
162	Vitamin D, 25-Hydroxy	7		
163	White Blood Cells (WBC), Stool	7		
Grand Total				

In Section 1 21.1 of the specifications, the facility may have need of additional tests which are not indicated on the Bid Price Sheet. (Please attach a Price List of Additional Tests with markup/markdown information for tests that your company can provide.)

Vendor Name

Signature of Vendor's Authorized Representative

Date

Basis for Award: Award will be made to the responsible vendor providing the lowest total pricing for the services listed above.

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.

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: _____