



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
 BHS11095

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
 BBH/HF
 ROOM 350
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3702 304-558-3672

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/21/2011				

BID OPENING DATE: 03/01/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR	193-88			
<p>***** MAND. PRE-BID MEETING ON 2/8/2011 AT 1:30 PM IN THE DIAMOND BUILDING, 350 CAPITOL ST., CHARLESTON, WV ROOM 354 ***** OPEN-END BLANKET CONTRACT</p>						
<p>OPEN END CONTRACT FOR REFERENCE LABORATORY SERVICES</p> <p>VENDOR TO PROVIDE REFERENCE LABORATORY SERVICES TO THE WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES STATE-OWNED FACILITIES WHICH INCLUDE: WILLIAM R SHARPE, JR. HOSPITAL MILDRED MITCHELL BATEMAN HOSPITAL PINECREST HOSPITAL LAKIN HOSPITAL WELCH COMMUNITY HOSPITAL HOPEMONT HOSPITAL JOHN MANCHIN SR. HEALTH CARE CENTER</p> <p>(SEE ATTACHED SPECIFICATIONS)</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD..... AND EXTENDS FOR A PERIOD OF ONE (1</p>						

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>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 TWO (2) 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 SERVICE 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 OF WORK.)</p>						

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<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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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. 05/26/2009</p> <p style="text-align: center;">MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 2/8/2011 AT 1:30 PM IN RM. 354 OF THE DIAMOND BLDG. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p>						

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<p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>EXHIBIT 4</p> <p>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</p>						

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<p>MANNER.</p> <p>REV. 3/88</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 2/10/2011. 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 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 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>						

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<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>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> <p>BUYER: RW-22</p> <p>RFQ. NO.: BHS11095</p> <p>BID OPENING DATE: 3/1/2011</p> <p>BID OPENING TIME: 1:30PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ BHS11095 ***** TOTAL: _____						

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**Open End Contract for Reference Laboratory Services
BHS11095**

1.1 Purpose:

To provide reference laboratory services to the West Virginia Department of Health and Human Resources (WVDHHR), Bureau for Behavioral Health and Health Facilities (BHHF), State owned facilities which include: William R. Sharpe, Jr. Hospital, Mildred Mitchell Bateman Hospital, Jackie Withrow Hospital, Lakin Hospital, Welch Community Hospital, Hopemont Hospital, and John Manchin Sr. Health Care Center, hereafter referred to as "facilities".

Location of Facilities:

Jackie Withrow Hospital
105 S. Eisenhower Drive
Beckley, WV 25801

Hopemont Hospital
150 Hopemont Drive
Terra Alta, WV 26764

Lakin Hospital
11522 Ohio River Rd
West Columbia, WV 25287

John Manchin Sr. Health Care Center
401 Guffey Street
Fairmont, WV 26554

Welch Community Hospital
454 McDowell Street
Welch, WV 24801

Mildred Mitchell-Bateman Hospital
1530 Norway Ave.
Huntington, WV 25709

William R. Sharpe, Jr. Hospital
936 Sharpe Hospital Road
Weston, WV 26452

1.2 Mandatory Requirements

- 1.2.1 Vendor shall provide reference laboratory services to the above listed State owned facilities.
- 1.2.2 Vendor must be compatible with all existing facility lab devices, hardware, and software and must be able to electronically interface with the Electronic Patient Record System within thirty (30) days of the start of the contract.
- 1.2.3 Vendor shall develop and maintain a process to supply printed laboratory results to a designated printer at each facility in the event of any issues inhibiting the transfer of data through Medsphere Open Vista.
- 1.2.4 Vendor shall ensure that all laboratory policies and procedures comply with the regulations of the Health Insurance Portability and Accountability Act (HIPAA).
- 1.2.5 Vendor shall provide current copies of Clinical Laboratory Improvement Amendments (CLIA) and College of American Pathologists (CAP) certificates. The vendor shall maintain on-going certification by (CLIA) and (CAP) and provide copies of certificates upon any renewals which occur during the contract period.
- 1.2.6 Vendor shall maintain compliance with (CLIA) regulations that address specimen rejection and the categorization of specimens as unsatisfactory.
- 1.2.7 Vendor shall ensure that all information provided in the laboratory reports complies with (CAP) standards.

- 1.2.8 Vendor shall maintain compliance with (CLIA) regulations regarding Quality Control and Quality Assurance, including documentation of the vendor's proficiency testing program. The vendor shall provide all such documentation to BHHF, or its individual facilities, upon request.
- 1.2.9 Vendor shall maintain stored lab results for Quality Assurance monitoring and assessment of laboratory services for the current time periods mandated by regulatory bodies (CAP and CLIA).
- 1.2.10 Vendor shall maintain all specimen and report data in electronic format, including the total number of tests performed on a daily, monthly and annual basis by individual testing category. Vendor shall provide all such comprehensive or individual facility statistical reports to BHHF, or each individual facility, upon request.
- 1.2.11 Vendor shall employ a Board Certified Pathologist who is to be made available seven days each week, during normal working hours, for questions and/or interpretation of test results.
- 1.2.12 Vendor shall provide the facilities, on an on-going basis, with the name, address, and telephone number of their account representatives. Vendor shall also provide the facilities with a telephone referral service (twenty four hours a day/seven days a week) (24/7) for the purpose of responding to facility inquires that require technical or professional support.
- 1.2.13 Vendor shall provide a set fee for phlebotomy services to be provided at the designated facilities. When, and/or if, a phlebotomist is needed, the facility will contact the vendor for the provision of services pursuant to the fee quoted. Please note: all travel expenses, if any, must be included in the fee as an all inclusive rate.
- 1.2.14 Vendor shall provide daily collection (courier) services seven (7) days per week at each facility for pick-up and transport of specimens. Collection times shall take into consideration the facilities' needs for optimal test result turnaround times.
- 1.2.15 Vendor shall assume responsibility and liability for examining, interpreting and reporting results of all specimens.
- 1.2.16 Vendor shall provide the facilities with written instructions regarding patient preparation, proper specimen collection, specimen identification, specimen preservation, and specimen transport. Vendor will supply on-site training of facility staff as needed.
- 1.2.17 Vendor shall provide the facilities with all supplies and materials necessary for collection and transport of specimen for testing. This includes, but is not limited to, vacutainers, tubes, needles, preservatives, 24 urine containers, cytology and histology containers with preservatives, slides, fixatives, plastic transport bags, centrifuges and a directory for all services offered.
- 1.2.18 Vendor shall provide microbiology culture results in accordance with the applicable standards for the specimen. Routine cultures with positive results shall have preliminary reports prepared within 24 hours, followed by a report within 48 hours, and a final report within 72 hours of collection of the specimen at the facility. Vendor shall telephone positive culture reports to the facility within one hour of receipt of results.

- 1.2.19 Vendor shall provide general routine chemistries results no later than 24 hours after collection of specimens at the facilities. The vendor shall telephone all panic/alert values to the facilities within one hour of receipt of the results.
- 1.2.20 After collection of specimens, vendor shall provide turnaround time for Cytology results within five (5) days and Histology within four days (4) unless further study or staining is required.

Exceptions to prescribed turnaround times are as follows:

Cytology results turnaround time:

Suspicious, abnormal, unusual specimens or those submitted with insufficient information may require a longer turnaround time; however, in the case of such occurrences the facility must be notified.

Surgical pathology turnaround time:

Depending on the complexity of diagnosis and case load, surgical pathology results may require a longer turnaround time; however, in the case of such occurrences the facility must be notified. A preliminary diagnosis shall be made available by the vendor via telephone or computer printer, with a final signed report to follow.

- 1.2.21 A broad list of the type and estimated quantity of tests, as well as, panels, profiles, screens and cultures required by the facilities are attached as Exhibit A and Exhibit B, respectively. These exhibits only represent commonly required and/or requested tests to be utilized for evaluation purposes. Additional tests, including tests not listed within the exhibits, shall be provided by the vendor as necessary and as ordered by the facilities. All such tests shall be billed at the vendor's standard rates as evidenced within a formal catalog of services, to be submitted along with the vendor's bid.
- 1.2.22 This will be an open end contract. Quantities listed are estimates only. Actual amounts and test types will vary depending on the needs of the facilities whether those needs are greater or less than the quantities listed. Unit price per test or procedure shall remain firm for the life of the contract.
- 1.2.23 A mandatory pre-bid conference shall be conducted at 350 Capitol St., Rm. 354, Charleston, WV 25301 at 1:30 pm on 2/8/2011. All interested vendors are required to be present at this meeting. Any vendor failing to attend the mandatory pre-bid conference will not be considered for award. No one person can represent more than one vendor.

2. Method of Evaluation:

The contract will be awarded to a single vendor with the **lowest grand total** cost for providing the services listed in Exhibits A, B & C and that meets all mandatory requirements. All bids should be all inclusive.

3. Payment:

The Vendor shall submit monthly invoices, in arrears, on a monthly basis, to the Facility at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Payment will be made in arrears, upon completion of delivery, installation and in-service training. State law forbids payment of invoices prior to receipt of goods or services.

4. Insurance Requirements:

The vendor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. The vendor shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the vendor, its agents and employees in the following amounts:

- 1) For Bodily Injury (including death): Minimum amount of \$1,000,000 per occurrence.
- 2) For property damage and professional liability: Minimum amount of \$1,000,000 per occurrence.

Exhibit A

	BHS11095	Column A		Column B	Column C
	EXHIBIT A – Bid Sheet				
	Item Description (Test)	Estimated Annual Volume of Tests	Turn Around Time	Cost Per Test	Total (A x B)
1	Acetaminophen	1			
2	AFB culture	94			
3	AFP Tetra	120			
4	Albumin	129			
5	Alkaline phos panel	2			
6	ALT (SGPT)	135			
7	Amiodarone	4			
8	Amitriptyline (Elavil) serum	12			
9	Ammonia, Plasma	164			
10	Amylase, serum	63			
11	Anaerobic and aerobic culture	278			
12	ANC	80			
13	Antinuclear antibodies (ANA)	238			
14	AST (SGOT)	175			
15	Beta-Hemolytic Strep A	114			
16	Bilirubin Total	42			
17	Bilirubin, Total/Direct, serum	24			
18	BUN	472			
19	B-Type Natriuretic Peptide	96			
20	CA125	4			
21	C. diff. Toxin A	142			
22	C-Reactive Protein (CRP)	33			
23	Calcium, serum	104			
24	Carbamazepine (Tegretol)	208			
25	CBC w/diff – platelet	5,409			
26	Chlamydia/GC, DNA Probe	570			
27	Chloride	86			
28	Cholesterol, Total	6			
29	Chlorpromazine, (Thorazine)	14			
30	Clomipramine (Anafranil) s.	14			
31	Clozapine (clozaril) serum	76			
32	Cortisol serum/plasma	19			
33	Creatinase Kinase (CK) MB/Total	63			
34	Creatinase Kinase (CK or CPK), serum	121			
35	Creatinine, Serum	475			
36	Cystic Fibrosis Profile	80			
37	Desipramine, serum	8			
38	Digoxin (Lanoxin)	60			
39	Estrogen	4			
40	Ethanol serum/blood	10			
41	Ethosuximide (Zarontin) serum	12			

BHS11095		<i>Column A</i>		<i>Column B</i>	<i>Column C</i>
EXHIBIT A – Bid Sheet					
	Item Description (Test)	Estimated Annual Volume of Tests	Turn Around Time	Cost Per Test	Total (A x B)
42	Environmental Culture	96			
43	Ferritin	57			
44	Fluoxetine (Prozac) serum	8			
45	Folates (Folic acid)	45			
46	Free T4	598			
47	FSH	50			
48	Gabapentin (Neurotin) serum	22			
49	Gabrilril serum	1			
50	Glucose, 2hr P.P.	28			
51	Glucose Tolerance 4 hr. (GTT)	6			
52	Gentamycin	2			
53	GGT	3			
54	Glucose serum	127			
55	Glucose plasma	63			
56	Gynecologic Mono-Layer PAP	18			
57	Haloperidol serum	16			
58	H&H	4			
59	Hematocrit	10			
60	Hemoglobin	10			
61	Hemoglobin A1C	1,144			
62	HCG Beta Subunit, Quantitative	301			
63	Helicobacter Pylori, IgG	14			
64	Helper T-Lymph – CD4	23			
65	Hepatitis A AB IgM	28			
66	Hepatitis A AB, Total	118			
67	Hepatitis B Surface AB	520			
68	Hepatitis B Surface Ag	225			
69	HIV-1 Antibodies Prelim. W/Conf.	500			
70	HPV	168			
71	HSV culture	3			
72	Imipramine (Tofranil) serum	24			
73	Insulin, Fasting	96			
74	Iron (Fe)	56			
75	Iron/TIBC	66			
76	Lamotrigine (Lomictal) serum	30			
77	LDH	4			
78	Lead (adult) blood	210			
79	Lead (pediatric) blood	112			
80	LH & FSH	148			
81	Lipase, serum	130			
82	Lithium	784			
83	Lipoprotein Electrophoresis	26			
84	Magnesium, serum	328			

	BHS11095	Column A		Column B	Column C
	EXHIBIT A – Bid Sheet				
	Item Description (Test)	Estimated Annual Volume of Tests	Turn Around Time	Cost Per Test	Total (A x B)
85	Microalbumin, 24 hour urine	17			
86	Microalbumin, Random urine	930			
87	Mumps IgG	3			
88	Nortriptyline (Aventyl) serum	8			
89	Occult blood (stool)	30			
90	Osmolality serum	20			
91	Osmolality, urine	88			
92	Ova & Parasite	109			
93	PAP (Thin Prep)	478			
94	Perphenazine (Trilafon)	10			
95	Phenobarbital serum	131			
96	Phenytoin (Dilantin)	503			
97	Phosphorus	135			
98	Potassium, Serum	129			
99	Pregnancy Serum	12			
100	Pregnancy Test (Urine)	105			
101	Primidone (Mysoline)	61			
102	Pro BNP	20			
103	Progesterone	25			
104	Prolactin	191			
105	Prostate Specific Antigen (PSA), serum	273			
106	Protein serum	88			
107	Prothrombin time / INR	2,231			
108	PT/INR & PTT	568			
109	PTH (intact)	119			
110	RA panel	56			
111	Reticulocyte count	34			
112	Rheumatoid Arthritis Factor	60			
113	RNA – PCR - Quant. Hepatitis C virus	27			
114	Rubeola IgG	4			
115	STS	1,202			
116	Sedimentation rate	262			
117	Sodium serum	379			
118	T3 - uptake	64			
119	T4	86			
120	T-Cell (T-Lymphocyte CD3 Cells)	16			
121	Testosterone, serum	37			
122	Theophylline, serum	39			
123	Topiramate (Topamax) serum	16			
124	T-Pallidum Ab (FTA-Ab)	10			
125	T-Pallidum Antibodies (TP-PA)	24			
126	Triglycerides	42			
127	Triiodothyronine, Free (FT3), Serum	88			

Exhibit B

		Column A		Column B	Column C
	BHS11095				
	EXHIBIT B				
	Most frequently ordered panels, profiles, screens and cultures.	Estimated Annual Volume of Tests	Turn Around Time	Cost Per Test	Total (A x B)
1	Diagnostic Multi-Chem (28 tests) Albumin, Alkaline Phos, ALT(SGPT), AST(SGOT), BUN, BUN/Creatinine, Calcium, Chloride, Total Cholesterol, Creatinine, GGT, Glucose, Total Iron, LDH, Phosphorous, Potassium, Sodium, Total Bilirubin, Total Protein, Triglycerides, Uric Acid, HDL Cholesterol, VLDL Cholesterol (calc.), LDL Cholesterol (calc.), Total Chol./HDL Ratio CHD Risk, Globulinl, A/G Ratio	1502			
2	Comprehensive Metabolic Panel (CMP) includes (14 tests) Albumin, Alkaline Phos, ALT(SGPT), AST(SGOT), BUN, BUN/Creatinine Calcium, Chloride, CO ₂ , Creatinine, Glucose, Potassium, Sodium, Total Bilirubin, Total Protein, A/G Ratio	261			
3	Basic Metabolic Panel (BMP) includes (8 tests) Sodium, Potassium, Chloride, CO ₂ , Glucose, BUN, Creatinine, Calcium	278			
4	Hepatic Function Panel includes (8 tests) Total Protein, Alkaline Phosphatase Albumin, ALT(SGPT), AST (SGOT), GGT Total Bilirubin, Direct Bilirubin,	500			
5	Renal Panel includes (8 tests) Sodium, Potassium, Chloride, CO ₂ , Glucose, BUN, Creatinine, Phosphorous	165			
6	Electrolyte Panel includes (4 tests) Sodium Potassium Chloride CO ₂	316			

		Column A		Column B	Column C
	BHS11095				
	EXHIBIT B				
	Most frequently ordered panels, profiles, screens and cultures.	Estimated Annual Volume of Tests	Turn Around Time	Cost Per Test	Total (A x B)
7	Lipid Profile Four includes: (3 tests)	5327			
	Total Cholesterol,				
	Triglycerides				
	HDL Cholesterol				
	VLDL Cholesterol (calc.)				
	LDL Cholesterol (calc.),				
	Total Chol./HDL Ratio Estimated				
8	Thyroid Profiles includes (3 tests)	1208			
	TSH (High Sensitivity, T3 Uptake				
	T4 (Thyroxine), Free Thyroxine Index				
9	Drug Abuse Screen, Blood - without confirmation	2087			
	Amphetamine, Cocaine				
	Barbiturates, Opiates				
	Benzodiazepines, Phencycline				
	Cannabinoid				
	Cultures:				
10	Lower Respiratory Culture	107			
11	Upper Respiratory Culture	96			
12	General Bacterial Culture	137			
13	Blood Culture	842			
14	Stool Culture	55			
15	Urine Culture	1306			
16	Sputum Culture	98			
17	Culture reflex @ additional cost	1,188			
18	Heavy Metal Profile (Blood)	21			
	Arsenic				
	Lead				
	Mercury				
19	Hepatitis B Profile (Diagnostic follow-up)	46			
	HBc Ag; anti-HBc;				
	anti-HBS; interpretation				
20	Hepatitis Profile B & C	421			
	HBs Ag; HBc Ag; anti-HBc (total)				
	anti-HBc (IgM); anti-HBs Ag				
	anti-HCV; interpretation				

EXHIBIT C (Vendor's Attachment of Phlebotomy Services)

		Column A	Column B	Column C
	Facility	Estimated Annual Draws	Rates per Draw for Phlebotomy services (all inclusive)	Total (A x B)
1	Hopemont Hospital	5		
2	Lakin Hospital	520		
3	Pinecrest Hospital	390		
4	John Manchin Sr. HCC	5		
5	M.M. Bateman Hospital	5		
6	W. R. Sharpe Jr. Hospital	5		
7	Welch Community Hospital	5		
			<i>Total of Exhibit C – Bid Sheet</i>	
			<i>Total of Exhibit A – Bid Sheet</i>	
			<i>Total of Exhibit B – Bid Sheet</i>	
			<i>Total of Exhibit C – Bid Sheet</i>	
			Grand Total = Exhibit A + B + C	

State of West Virginia
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.

RFQ No. BHS 11095

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

ATTACHMENT
P.O.# BH511095

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

Signature Date

Title

Company Name

Signature Date

Title

Agency/Division

WV-96
Rev. 10/07

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____