



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFO NUMBER
BHS12155

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
04/05/2012				

BID OPENING DATE: 05/09/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT								
<p>THE STATE OF WEST VIRGINIA AND ITS AGENCY THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES (DHHR), BUREAU FOR BEHAVIORAL HEALTH AND HEALTH FACILITIES (BHHF), AND THE SEVEN STATE OWNED AND OPERATED FACILITIES LISTED BELOW REQUEST A QUOTE TO PROVIDE LABORATORY SERVICES PER THE ATTACHED SPECIFICATIONS.</p> <p>THIS IS A RE-BID OF BHS12088.</p> <p>THE STATE OWNED AND OPERATED FACILITIES ARE:</p> <table border="0"> <tr> <td>JACKIE WITHRO HOSPITAL 105 S. EISENHOWER DRIVE BECKLEY, WV 25801</td> <td>HOPEMONT HOSPITAL 150 HOPEMONT DRIVE TERRA ALTA, WV 26764</td> </tr> <tr> <td>LAKIN HOSPITAL 11522 OHIO RIVER ROAD WEST COLUMBIA, WV 25287</td> <td>JOHN MANCHIN SR. HEALTH CARE CENTER 401 GUFFEY STREET FAIRMONT, WV 26554</td> </tr> <tr> <td>WELCH COMMUNITY HOSPITAL 454 MCDOWELL STREET WELCH, WV 24801</td> <td>MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE. HUNTINGTON, WV 25709</td> </tr> <tr> <td>WILLIAM R. SHARPE, JR. HOSPITAL 936 SHARPE HOSPITAL ROAD WESTON, WV 26452</td> <td></td> </tr> </table> <p>*****BID OPENING: MAY 9, 2012 AT 1:30 PM</p> <p>LOCATION: PURCHASING DIVISION, BUILDING #15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p>							JACKIE WITHRO HOSPITAL 105 S. EISENHOWER DRIVE BECKLEY, WV 25801	HOPEMONT HOSPITAL 150 HOPEMONT DRIVE TERRA ALTA, WV 26764	LAKIN HOSPITAL 11522 OHIO RIVER ROAD 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	
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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.html 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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0001	1	YR		193-88		
<p>OPEN END CONTRACT FOR REFERENCE LABORATORY SERVICES</p> <p>VENDOR TO PROVIDE LABORATORY SERVICES TO THE WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES STATE-OWNED FACILITIES WHICH INCLUDE:</p> <p>WILLIAM R SHAREE, JR. HOSPITAL MILDRED MITCHELL BATEMAN HOSPITAL JACKIE WITHROW HOSPITAL LAKIN HOSPITAL WELCH COMMUNITY HOSPITAL HOPEMONT HOSPITAL JOHN MANCHIN SR. HEALTH CARE CENTER</p> <p>PER THE ATTACHED SPECIFICATIONS. THIS IS A RE-BID OF BHS12088.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON 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.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE</p>						

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<p>TERMS, CONDITIONS, AND PRICING SET FORTH 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 SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT.</p>						

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<p>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. 01/17/2012</p> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

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<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: ROBERTA WAGNER/FILE 22</p> <p>RFQ. NO.: BHS12155</p> <p>BID OPENING DATE: MAY 9, 2012</p> <p>BID OPENING TIME: 1:30 PM</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> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT</p>						

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<p>TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>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 MANNER.</p> <p>REV. 3/88</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 04/24/2012. 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>						

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ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: (304) 558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV A CERTIFICATE OF WORKERS COMPENSATION WILL BE REQUIRED BY THE SUCCESSFUL BIDDER. ***** THIS IS THE END OF RFQ BHS12155 ***** TOTAL: _____						

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WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
BUREAU FOR BEHAVIORAL HEALTH AND HEALTH FACILITIES
OFFICE OF HEALTH FACILITIES --- Reference Laboratory Services
OPEN END CONTRACT - BHS12155

0008

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 (BHBF), 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 establish connectivity with the Data Innovations server, and compatibility with the Instrument Manager software used by the state facilities within ninety (90) days of the start of the contract. This will create a Health Level Seven (HL7) format, bidirectional interface between the vendor and the Electronic Patient Record System for the flow of facility laboratory orders to the vendor and lab results from the vendor.
- 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).

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
BUREAU FOR BEHAVIORAL HEALTH AND HEALTH FACILITIES
Reference Laboratory Services
OPEN END CONTRACT - BHS12155

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- 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 dedicated laboratory collection (courier) services seven (7) days per week at each facility for pick-up and transport of specimens. Services shall be performed by individuals specifically trained in laboratory specimen transport including the rules and regulations (Department of Transportation 49 Code of Federal Regulations, Parts 171-178) related to the transport of clinical specimens. Collection times

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
BUREAU FOR BEHAVIORAL HEALTH AND HEALTH FACILITIES
Reference Laboratory Services
OPEN END CONTRACT - BHS12155

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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, vaccutainers, tubes, needles, preservatives, 24 hour 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.
- 1.2.19 Vendor shall provide general routine chemistry results no later than 24 hours after collection of specimens at the facilities.
- 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 Vendor shall not sub-contract more than 1% (one percent) of the types of tests to be processed. The Vendor will be the Subagent to the Bureau and will be wholly responsible for all reference lab activities.

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- 1.2.22 A list of the type and estimated quantity of tests, profiles, screens and cultures required by the facilities are attached as Exhibit A. This exhibit represents the most commonly required and/or requested tests and will be utilized for evaluation purposes.
- 1.2.23 This will be an open end contract. Quantities listed in the exhibits are estimates only. Actual amounts will vary depending on the needs of the facilities whether those needs are greater or less than the quantities listed.

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 and that meets all mandatory requirements. All bids must be all inclusive.

3. Payment:

The Vendor shall submit invoices, in arrears, on a monthly basis, to each 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.

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Bid Sheet

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Exhibit A

	BHS12155		<i>Column A</i>	<i>Column B</i>	<i>Column C</i>
	EXHIBIT A – Bid Sheet				
	Item Description (Test)	CPT Codes	Estimated Annual Volume of Tests	Cost Per Test	Total (A x B)
1	ADRENOCORTICOTROPIC HORMONE (ACTH)	82024	120		
2	AEROBIC BACTERIAL CULTURE GEN.	87070	210		
3	AEROBIC IDENTIFICATION	87077	30		
4	a-FETOPROTEIN (AFP)	82105	65		
5	ALANINE AMINOTRANSFERASE (ALT)	84460	160		
6	ALBUMIN	82040	250		
7	AMMONIA	82140	70		
8	AMYLASE	82150	65		
9	ANAEROBIC CULTURE	87075	145		
10	ANTINUCLEAR ANTIBODIES (ANA)	86038	80		
11	ANTISTREPTOLYSIN O ANTIBODIES (ASO)	86060	20		
12	ASPARTATE AMINOTRANFERASE (AST)	84450	100		
13	BASIC METABOLIC PANEL	80048	435		
14	BILIRUBIN DIRECT	82248	10		
15	BILIRUBIN TOTAL	82247	10		
16	B-TYPE NATRIURETIC PEPTIDE (BNP)	83880	15		
17	C4-BINDING PROTEIN	83520	150		
18	CALCITROL (VITAMIN D 1,25 DIHYDROXY)	82652	300		
19	CALCIUM	82310	60		
20	CALCIUM IONIZED	82230	10		
21	CARBAMAZEPINE	80156	100		
22	CD 4 HELPER T-LYMPH	86360	10		
23	CHLAMYDIA by GENPROBE	87490	320		
24	CHOLESTEROL	82465	10		
25	CLOSTRIDIUM DIFFICILE TOXINS	87324	80		
26	CLOZAPINE	80154	20		
27	COMPLETE BLOOD COUNT (CBC) WITH DIFFERENTIAL	85025	2850		
28	C-PEPTIDE	84681	25		
29	CREATINE	82565	250		
30	CREATINE KINASE (CK) MB	82553	10		
31	CREATINE KINASE (CK) TOTAL	82550	110		
32	CULTURE, BLOOD	87040	350		
33	CULTURE, STOOL	87427	25		
34	CULTURE, URINE	87086	650		
35	DIGOXIN	80162	120		
36	DRUG SCREEN CONFIRMATION	80102	950		

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Bid Sheet

BHS12155			<i>Column A</i>	<i>Column B</i>	<i>Column C</i>
EXHIBIT A – Bid Sheet					
	Item Description (Test)	CPT Codes	Estimated Annual Volume of Tests	Cost Per Test	Total (A x B)
	(INDIVIDUAL DRUGS)				
37	DRUG SCREEN URINE	80101 X 10	1350		
38	ELECTROLYTES	80051	275		
39	ETHANOL, ALCOHOL	82055	10		
40	FECAL FAT	82710	10		
41	FERRITIN	82728	65		
42	FOLATE	82746	290		
43	FOLATE RBC	82747	125		
44	FOLLICULAR STIMULATING HORMONE (FSH)	83001	20		
45	GLUCOSE	82947	170		
46	GLUCOSE TOLERANCE TEST	82952	15		
47	GLUTAMYLTRANSFERASE, GAMMA (GGT)	82977	1200		
48	GYNECOLOGIC PAP SMEAR	88175	230		
49	GYNECOLOGIC PAP SMEAR THIN PREP	88147	50		
50	HALOPERIDOL	80173	15		
51	HDL CHOLESTEROL	83718	30		
52	HELICOBACTER PYLORI ANTIBODIES	86677	15		
53	HEMATOCRIT	85014	25		
54	HEMOGLOBIN	85018	25		
55	HEMOGLOBIN (HB) A1C	83036	950		
56	HEPATIC PANEL (LIVER)	80076	350		
57	HEPATITIS A IGM	86709	250		
58	HEPATITIS B CORE AB IgG	86704	710		
59	HEPATITIS B CORE AB IgM	86705	250		
60	HEPATITIS B S AB	86076	220		
61	HEPATITIS B S AG	87340	1150		
62	HEPATITIS C AB	86803	620		
63	HEPATITIS C BY PCR	87521	10		
64	HEPATITIS C GENOTYPE	87902	10		
65	HEPATITIS PROFILE, ACUTE	80074	450		
66	HERPES CULTURE	87255	10		
67	HERPES SIMPLEX VIRUS (HSV)	87273	35		
68	HUMAN CHORIONIC GONADOTROPIN	84703	100		
69	HUMAN CHORIONIC GONADOTROPIN, URINE	81025	15		
70	HUMAN IMMUNODEFICIENCY VIRUS (HIV)	86701	150		
71	HUMAN IMMUNODEFICIENCY VIRUS RNA BY PCR	87536	30		

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	BHS12155		Column A	Column B	Column C
	EXHIBIT A – Bid Sheet				
	Item Description (Test)	CPT Codes	Estimated Annual Volume of Tests	Cost Per Test	Total (A x B)
72	INSULIN	83525	35		
73	IRON	83540	1270		
74	IRON BINDING CAPACITY (IBC)	83550	20		
75	LACTIC ACID DEHYDROGENASE (LD)	83615	1200		
76	LAMOTRIGINE (LOMICTAL)	82491	10		
77	LEAD	83655	70		
78	LIPASE	83690	20		
79	LIPID PANEL	80061	1800		
80	LITHIUM	80178	600		
81	LOW DENSITY LIPOPROTEIN (LDL) CHOLESTEROL	83721	35		
82	LUTEINIZING HORMONE (LH)	83002	15		
83	MAGNESIUM	83735	150		
84	METABOLIC PANEL COMPREHENSIVE	80053	1900		
85	MICROALBUMIN URINE	82043	20		
86	MONONUCLEOUS	86309	30		
87	MUMPS	86735	30		
88	MYCOBACTERIUM (REFLEX @ ADD. COST)	87186	10		
89	NEISSERIA GONORRHOEAE, GC by GENPROBE	87590	310		
90	OVA & PARASITE	87177	20		
91	PARATHYROID HORMINE, (PTH) INTACT	83970	115		
92	PARTIAL THROMBOPLASTIN TIME (PTT)	85730	150		
93	PHENOBARBITAL	80184	100		
94	PHENYTOIN DILANTIN	80185	350		
95	PHOSPHOROUS	84100	1300		
96	POTASSIUM	84132	50		
97	PREALBUMIN	84134	150		
98	PRIMIDONE, MYSOLINE	80188	10		
99	PROLACTIN	84146	50		
100	PROSTATE SPECIFIC ANTIGEN (PSA)	84153	100		
101	PROTEIN ELECTROPHORESIS	84155	15		
102	PROTHROMBIN TIME (PT)	85610	850		
103	RAPID PLASMA REAGIN (RPR)	86592	330		
104	RENAL FUNCTION PANEL	80069	100		
105	RETICULOCYTE	85044	20		
106	RHEUMATOID FACTOR (RF)	86430	15		
107	RUBELLA	86762	30		
108	RUBEOLA	86765	30		
109	SEDIMENTATION RATE (ESR)	85651	30		

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	BHS12155		<i>Column A</i>	<i>Column B</i>	<i>Column C</i>
	EXHIBIT A – Bid Sheet				
	Item Description (Test)	CPT Codes	Estimated Annual Volume of Tests	Cost Per Test	Total (A x B)
110	SODIUM	84295	25		
111	TESTOSTERONE, TOTAL	84403	50		
112	THEOPHYLLINE	80198	60		
113	THYROID STIMULATING HORMONE (TSH)	84443	400		
114	THYROXINE (T4)	84436	830		
115	THYROXINE (T4), FREE	84439	1300		
116	TRIGLYCERIDES	84478	15		
117	TRIIODOTHYRONINE (T3)	84480	860		
118	TRIIODOTHYRONINE (T3) FREE	84481	70		
119	TROPONIN	84484	10		
120	UREA NITROGEN (BUN)	84520	240		
121	URIC ACID	84550	1250		
122	URINALYSIS	81000	1250		
123	VALPROIC ACID	80164	1000		
124	VARICELLA ZOSTER VIRUS	86787	100		
125	VITAMIN B12	82607	400		
126	VITAMIN D 25-HYDROXY	82306	75		
			<i>Total of Exhibit A – Bid Sheet</i>		

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EXHIBIT B (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 B – Bid Sheet</i>	
			<i>Total of Exhibit A – Bid Sheet</i>	
			<i>Total of Exhibit B – Bid Sheet</i>	
			<i>Grand Total = Exhibit A + B</i>	

Vendor Name: _____

Vendor Address: _____

Remit to Address: _____

Phone #: _____

Fax #: _____

E-mail: _____

Signature: _____

Date _____

****Award will be made to lowest bidder meeting specifications.****

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

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 _____