



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

State of West Virginia Master Agreement

Order Date: 05-20-2022

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0506 2941 EPS2200000003 1	Procurement Folder:	1028510
Document Name:	CLINICAL LABORATORY TESTING FOR TUBERCULOSIS PATIENTS	Reason for Modification:	
Document Description:	CLINICAL LABORATORY TESTING FOR TUBERCULOSIS PATIENTS		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-06-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-06-14

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VS0000040093 Quest Diagnostics 1355 Mittel Blvd Wood Dale IL 60191 US Vendor Contact Phone: 6147360011 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Jodie F Miller Requestor Phone: (304) 356-4057 Requestor Email: jodie.f.miller@wv.gov 22 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
PURCHASING DIRECTOR 304-356-4116 HEALTH AND HUMAN RESOURCES BPH - TUBERCULOSIS CONTROL 350 CAPITOL ST, RM 125 CHARLESTON WV 25301-3715 US	PURCHASING DIRECTOR 304-356-4116 HEALTH AND HUMAN RESOURCES BPH - TUBERCULOSIS CONTROL 350 CAPITOL ST, RM 125 CHARLESTON WV 25301-3715 US

Total Order Amount:	Open End
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Purchasing Division's File Copy

ENTERED

CH 5/20/22

PURCHASING DIVISION AUTHORIZATION <i>Linda Harper</i> DATE: 5-23-2022 ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM <i>John S. Jones</i> DATE: 5/25/2022 ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION <i>Beverly T. Miller</i> DATE: 5-25-2022 ELECTRONIC SIGNATURE ON FILE
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Extended Description:

THE VENDOR, QUEST DIAGNOSTICS, AGREES TO ENTER WITH THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, OFFICE OF EPIDEMIOLOGY AND PREVENTION SERVICES, INTO AN OPEN-END CONTRACT TO PROVIDE CLINICAL LABORATORY TESTING FOR TUBERCULOSIS PATIENT PER THE TERMS AND CONDITIONS, SPECIFICATIONS, BID REQUIREMENTS, AND THE VENDOR'S BID DATED 05/04/2022, INCORPORATED HEREIN BY REFERENCE, AND MADE A PART OF HEREOF.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	85111504			EA	1.700000
	Service From	Service To			

Commodity Line Description: Basic Metabolic Panel

Extended Description:

Basic Metabolic Panel

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	85111504			EA	2.130000
	Service From	Service To			

Commodity Line Description: Complete Metabolic Panel

Extended Description:

Complete Metabolic Panel

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	85111504			EA	1.630000
	Service From	Service To			

Commodity Line Description: Hepatic Function Panel

Extended Description:

Hepatic Function Panel

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	85111504			EA	1.840000
	Service From	Service To			

Commodity Line Description: Renal Function Panel

Extended Description:

Renal Function Panel

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	85111504			EA	2.250000
	Service From	Service To			

Commodity Line Description: CBC with Diff

Extended Description:

CBC with Diff

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	85111504			EA	1.240000
	Service From	Service To			

Commodity Line Description: Albumin

Extended Description:
Albumin

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	85111504			EA	2.000000
	Service From	Service To			

Commodity Line Description: Amylase

Extended Description:
Amylase

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	85111504			EA	4.000000
	Service From	Service To			

Commodity Line Description: Lypase

Extended Description:
Lypase

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	85111504			EA	1.240000
	Service From	Service To			

Commodity Line Description: Creatinine

Extended Description:
Creatinine

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	85111504			EA	6.000000
	Service From	Service To			

Commodity Line Description: hcG, Beta subunit, Qual (serum pregnancy)

Extended Description:
hcG, Beta subunit, Qual (serum pregnancy)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	85111504			EA	4.750000
	Service From	Service To			

Commodity Line Description: Hep B surface antibody

Extended Description:
Hep B surface antibody

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	85111504			EA	4.750000
	Service From	Service To			

Commodity Line Description: Hep B surface antigen

Extended Description:

Hep B surface antigen

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
13	85111504			EA	24.000000
	Service From	Service To			

Commodity Line Description: HBsAg confirmation

Extended Description:

HBsAg confirmation

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
14	85111504			EA	6.000000
	Service From	Service To			

Commodity Line Description: HCV Ab w/Rflx to Quant RT-PCR

Extended Description:

HCV Ab w/Rflx to Quant RT-PCR

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
15	85111504			EA	85.000000
	Service From	Service To			

Commodity Line Description: HCV RNA by PCR, Quantitative

Extended Description:

HCV RNA by PCR, Quantitative

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
16	85111504			EA	8.000000
	Service From	Service To			

Commodity Line Description: HIV-1/0/2, 4th generation

Extended Description:

HIV-1/0/2, 4th generation

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
17	85111504			EA	125.000000
	Service From	Service To			

Commodity Line Description: HIV RNA Qualitative

Extended Description:

HIV RNA Qualitative

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
18	85111504			EA	3.000000
	Service From	Service To			

Commodity Line Description: TSH, 3rd generation

Extended Description:

TSH, 3rd generation

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
19	85111504			EA	2.000000
	Service From	Service To			

Commodity Line Description: Uric Acid

Extended Description:

Uric Acid

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
20	85111504			EA	55.000000
	Service From	Service To			

Commodity Line Description: T-SPOT TB Test

Extended Description:

T-SPOT TB Test

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
21	85111504			EA	50.000000
	Service From	Service To			

Commodity Line Description: QuantiFERON-TB Gold Plus

Extended Description:

QuantiFERON-TB Gold Plus

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
22	85111504			EA	128.000000
	Service From	Service To			

Commodity Line Description: Drug Level - Rifampin

Extended Description:

Drug Level - Rifampin

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
23	85111504			EA	128.000000
	Service From	Service To			

Commodity Line Description: Drug Level-Isoniazid

Extended Description:

Drug Level-Isoniazid

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
24	85111504			EA	128.000000
	Service From	Service To			

Commodity Line Description: Drug Level-Pyrazinamide

Extended Description:
Drug Level-Pyrazinamide

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
25	85111504			EA	128.000000
	Service From	Service To			

Commodity Line Description: Drug Level-Ethambutol

Extended Description:
Drug Level-Ethambutol

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
26	85111504			EA	3.000000
	Service From	Service To			

Commodity Line Description: Phlebotomy Services

Extended Description:
Phlebotomy Services



MARK D. SCOTT
CABINET SECRETARY

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

W. MICHAEL SHEETS
DIRECTOR

May 17, 2022

Cecilia Martelino
Quest Diagnostics LLC
2760 Airport Drive
Suite 140
Columbus, OH 43219

Re: CRFQ EPS2200000001 – Laboratory Testing of TB Patients

Ms. Martelino,

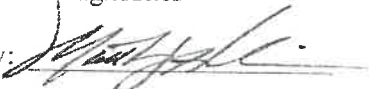
The Purchasing Division is in receipt of your bid submitted in response to the above identified solicitation. Your firm has been identified as the potential winner of the contract, but your firm's exceptions to the State's terms and conditions must be resolved prior to award. Accordingly, please accept this letter, sign it, and return it to me no later than Thursday at 1:00 pm if your firm is in agreement.

The parties agree that:

1. The requested removal of the "Time is of the Essence" clause from the State's General Terms and Conditions is hereby granted.
2. The Business Associated Addendum is removed from the contract as the agency has identified it as unnecessary.
3. All other exceptions contained in Quest Diagnostics' bid are rejected

Agreed to by:

Quest Diagnostics

By: 

Its: MATTHEW J. HAMELIN
VICE PRESIDENT & GENERAL MGR

WV Purchasing Division

By: 

Its: Assistant Director

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney

General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. 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.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☒ *****STATE OF WV MUST BE LISTED AS AN ADDITIONAL INSURED ON INSURANCE CERTIFICATE**

☒ *****CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**
WV DHHR
350 CAPITOL ST, RM 125, CHARLESTON, WV 25301

☐

☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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 agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

(Printed Name and Title): Cecilia Martelino, Sales Director

(Address): 2760 Airport Dr. Suite 140, Columbus, Ohio 43219 USA

(Phone Number) / (Fax Number): ph 614-736-0011

(email address): Cecilia.t.martelino@questdiagnostics.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

BV signing below: I /urther certify that I understand this Contract is subject to the provisions of West Virginia Code 5A-3-6Z which automatically voids certain contract clauses that violate State law: and that pursuant to W. Va. Code 5A-3-63, the _____ entity entering into this contract is prohibited from engaging in a boycott against Israel.

(Company): Quest Diagnostics LLC



(Authorized Signature) (Representative Name, Title): _____

(Printed Name and Title of Authorized Representative) (Date): Matthew Hamlin, Regional Vice President Operations Support Management, May 4, 2022

(Phone Number) (Fax Number): ph 630-483-3300

(Email Address): Matthew.j.hamlin@QuestDiagnostics.com

Clinical Laboratory Testing for Tuberculosis Patients

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Department of Health and Human Resources, Bureau for Public Health, Office of Epidemiology and Prevention Services is soliciting bids to establish an open-end contract for laboratory testing services to screen for and provide clinical monitoring of treatment for tuberculosis. The contract awarded as a result of this solicitation may be funded in whole or in part with Federal Funds and thus this solicitation and its resulting awarded contract are subject to the requirements of Attachment 1: Provisions Required for Federally Funded Procurements.

NOTE: The WVDHHR has developed an EEOP Utilization Report and it is available at: <http://www.wvdhhr.org/pdfs/H1.5%20Utilization%20Report%20and%20EEO%20policy.pdf>

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means laboratory tests listed in Section 4.1 below and on the Pricing Pages.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. QUALIFICATIONS:

- 3.1 Vendor must be accredited by the Clinical Laboratory Improvements Act/Amendments (CLIA).
- 3.2 Vendor must be accredited by the College of American Pathologist (CAP) to perform IGRA blood testing services.
- 3.3 Vendor shall provide current copies of CLIA and CAP certificates. The vendor shall maintain ongoing certification by CLIA and CAP and provide copies of certificates upon any renewals which occur during the contract period.

Clinical Laboratory Testing for Tuberculosis Patients

4. GENERAL REQUIREMENTS:

4.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

4.1.1 Vendor shall provide reference laboratory services to the local health departments listed in Exhibit B

4.1.2 Vendor must have ability to electronically report results via HL7 messaging standards in the appropriate timeframe and including all data elements required in accordance with the WV Reportable Disease Rule (64 CSR7) found at <https://apps.sos.wv.gov/adlaw/csr/ruleview.aspx?document=8797>

4.1.3 Vendor must have ability to supply printed laboratory results (e.g.fax) to facilities in the event of any issues inhibiting the transfer of data via electronic means.

4.1.4 Vendor shall ensure that all laboratory policies and procedures comply with the Health Insurance Portability and Accountability Act (HIPAA).

4.1.5 Vendor shall maintain compliance with CLIA regulations that address specimen rejection and the categorization of specimens as unsatisfactory.

4.1.6 Vendor shall ensure that all information that all information provided in laboratory reports complies with CAP standards and reporting requirements outlined in the WV Reportable Disease Rule (64 CSR 7).

4.1.7 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 BPH or facilities upon request.

4.1.8 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.

4.1.9 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.

Clinical Laboratory Testing for Tuberculosis Patients

- 4.1.10** Vendor shall provide all such comprehensive or individual facility statistical reports to BPH, or individual facility upon request.
- 4.1.11** 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 access to a phone customer service line for the purpose of responding to facility inquiries that require technical or professional support.
- 4.1.12** Vendor shall provide a set fee for phlebotomy services to be provided at the 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. Phlebotomy services may be provided onsite at the facility or at a vendor facility. Please note: all travel expenses, if any must be included in the fee as an all-inclusive rate.
- 4.1.13** Vendor shall assume responsibility and liability for examining, interpreting, and reporting results of all specimens.
- 4.1.14** Vendor shall provide the facilities with written instructions regarding patient preparation, proper specimen collection, specimen identification, specimen preservation, and specimen transport.
- 4.1.15** Vendor will supply on-site training of facility staff as needed.
- 4.1.16** Vendor must provide the facilities all supplies and materials necessary for collection and transport of specimens for testing. This includes vacutainers, tubes, needles, preservatives, sterile urine cups, packaging material, mailers needed to return the tests.
- 4.1.17** Vendor testing must use Food Drug Administration (FDA) approved testing
- 4.1.18** Vendor must report blood testing results to the health departments (Exhibit B) within 36-72 hours after receipt of specimens.
- 4.1.19** 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.

Clinical Laboratory Testing for Tuberculosis Patients

4.1.20 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 need are greater or less than the quantities listed.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Commodity Lines within wvOASIS.

5.2 Pricing Pages: Vendor should complete the Pricing Pages by providing a unit price for the contract service multiply by the quantity requested to arrive at a total cost for each line. Then add the total costs per line for the Grand Total. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

6. ORDERING AND PAYMENT:

6.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

6.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

Clinical Laboratory Testing for Tuberculosis Patients

7. DELIVERY AND RETURN:

7.1 Delivery Time: Vendor shall deliver test results within 36-72 hours after orders are received. Vendor shall deliver emergency orders within 24 hours after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

7.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

7.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

7.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

7.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

Clinical Laboratory Testing for Tuberculosis Patients

8. VENDOR DEFAULT:

8.1 The following shall be considered a vendor default under this Contract.

8.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

8.1.2 Failure to comply with other specifications and requirements contained herein.

8.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

8.1.4 Failure to remedy deficient performance upon request.

8.2 The following remedies shall be available to Agency upon default.

8.2.1 Immediate cancellation of the Contract.

8.2.2 Immediate cancellation of one or more release orders issued under this Contract.

8.2.3 Any other remedies available in law or equity.

9. MISCELLANEOUS:

9.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

9.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

9.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the

Clinical Laboratory Testing for Tuberculosis Patients

quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

9.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

Exhibit A – List of Tests and Estimated Quantities

Name of Test	Estimated # per year
Basic Metabolic Panel	20
Complete Metabolic Panel	275
Hepatic Function Panel	250
Renal Function Panel	Less than 10
CBC with Diff	250
Albumin	Less than 10
Amylase	Less than 10
Lypase	Less than 10
Creatinine	Less than 10
hcG, Beta subunit, Qual (serum pregnancy)	50
Hep B surface antibody	250
Hep B surface antigen (HBsAg)	250
HBsAg confirmation	50
HCV Ab w/Rflx to Quant RT-PCR	250
HCV RNA by PCR, Quantitative	50
HIV-1/0/2, 4 th generation	50
HIV RNA Qualitative	10
TSH, 3 rd generation	Less than 10
Uric acid	Less than 10
T-SPOT .TB Test	300
QuantiFERON-TB Gold plus	50
Drug Levels <ul style="list-style-type: none"> • Rifampin • Isoniazid • Pyrazinamide • Ethambutol 	Less than 10

Exhibit B - Local Health Department Facility Information

Local Health Department	LHD Mailing Address	City	State	Zip Code	Physical Address	Phone No.
Barbour County Health Department	109 Wabash Avenue	Philippi	WV	26416		304 457-1670
Berkeley Health Department	122 Waverly Court	Martinsburg	WV	25403		304 263-5131
Boone County Health Department	P O Box 209	Madison	WV	25130	213 Kenmore Drive, Danville, WV 25053	304-369-7970
Braxton County Health Department	617 Old Turnpike Road	Sutton	WV	26601		304 765-2851
Brooke County Health Department	204 Courthouse Square	Wellsburg	WV	26070		304 737-3665
Cabell County Health Department	703 7th Avenue	Huntington	WV	25701		304 523-6483
Clay County Health Department	P O Box 36	Clay	WV	25043	452 Main Street, Clay, WV 25043	304 587-4269
Doddridge County Health Department	60 Pennsylvania Street	West Union	WV	26456		304 873-1531
Fayette County Health Department	202 Church Street	Fayetteville	WV	25840		304 574-1617
Gilmer County Health Department	809 Medical Dr. Ste 3	Glenville	WV	26351		304 462-7351
Grafton Taylor County Health Department	718 West Main St.	Grafton	WV	26354		304 265-1288
Grant County Health Department	P O Box 608	Petersburg	WV	26847	739 N Fork Hwy., Petersburg, WV 26847	304 257-4922
Greenbrier County Health Department	9109 Seneca Trail South	Ronceverte	WV	24970		304 645-1787
Hampshire County Health Department	16189 Northwestern Pike	Augusta	WV	26704		304 496-9640
Hancock County Health Department	P O Box 578	New Cumberland	WV	26047	100 North Court Street, New Cumberland, WV 26047	304 564-3343
Hardy County Health Department	411 Spring Avenue, Ste 101	Moorefield	WV	26836		304 530-6355
Harrison County Health Department	330 West Main Street	Clarksburg	WV	26301		304 623-9308
Jackson County Health Department	504 Church Street, South	Ripley	WV	25271		304 372-2634
Jefferson County Health Department	1948 Wiltshire Road, Ste 1	Kearneysville	WV	25430		304 728-8416
Kanawha County Health Department	P O Box 927	Charleston	WV	25323	108 Lee Street, East, Charleston, WV 25301	304 348-6494
Lewis County Health Department	125 Court Avenue	Weston	WV	26452		304 269-8218
Lincoln County Health Department	P O Box 527	Hamlin	WV	25523	8008 Court Avenue, Hamlin, WV 25523	304 824-3330
Logan County Health Department	300 Stratton St., Ste 203	Logan	WV	25601		304 792-8630
Marion County Health Department	300 - 2nd Street	Fairmont	WV	26554		304 366-3360
Marshall County Health Department	PO Box 429	Moundsville	WV	26041	513 Sixth Street, Moundsville, WV 26041	304 845-7840
Mason County Health Department	216 5th Street	Point Pleasant	WV	25550		304 675-3050
McDowell County Health Department	P O Box 218	Wilco	WV	24895		304 448-2174
Mercer County Health Department	978 Blue Prince Road	Bluefield	WV	24701		304 324-8367
Mid-Ohio Valley Health Department-Calhoun	#2 Hospital Drive	Grantsville	WV	26147		304-354-6898
Mid-Ohio Valley Health Department-Pleasants	605 Cherry Street	St Marys	WV	26170		304-684-2461
Mid-Ohio Valley Health Department-Ritchie	125 West Main Street	Harrisville	WV	26362		304-643-2917
Mid-Ohio Valley Health Department-Roane	200 East Main Street	Spencer	WV	25276		304-327-1480
Mid-Ohio Valley Health Department-Wirt	Lower Washington Street	Elizabeth	WV	26143		304-275-3131
Mid-Ohio Valley Health Department-Wood	211 6th Street	Parkersburg	WV	26101		304 485-7374
Mineral County Health Department	541 Harley O Staggers Dr. Ste 1	Keyser	WV	26726		304 788-1321

Exhibit B - Local Health Department Facility Information

Local Health Department	LHD Mailing Address	City	State	Zip Code	Physical Address	Phone No.
Mingo County Health Department	101 Logan Street, Ste 201	Williamson	WV	25661		304 235-3570
Monongalia County Health Department	453 Van Voorhis Road	Morgantown	WV	26505		304 598-5100
Monroe County Health Department	P O Box 590	Union	WV	24983	200 Health Center Drive, Union,	304 772-3064
Morgan County Health Department	137 War Memorial Drive	Berkeley Springs	WV	25411		304-258-1513
Nicholas County Health Department	1 Stevens Rd, Suite 201	Summersville	WV	26651		304 872-5329
Pendleton County Health Department	P O Box 520	Franklin	WV	26807	273 Mill Road, Franklin, WV 26807	304 358-7565
Pocahontas County Health Department	900 10th Avenue	Marlinton	WV	24954		304 799-4154
Preston County Health Department	106 West Main St., Ste 203	Kingwood	WV	26537		304 329-0096
Putnam County Health Department	PO Box 1107	Charleston	WV	25324	11878 Winfield Road, Winfield, WV 25213	304 757-2541
Raleigh County Health Department	1602 Harper Road	Beckley	WV	25801		304 252-8531
Randolph County Health Department	32 Randolph Ave., Ste 101	Elkins	WV	26241		304 636-0396
Summers County Health Department	151 Pleasant St.	Hinton	WV	25951		304 466-3388
Tucker County Health Department	206 Senior Lane	Parsons	WV	26287		304 478-3572
Upshur County Health Department	15 North Locust St.	Buckhannon	WV	26201		304 472-2810
Wayne County Health Department	PO Box 368	Wayne	WV	25570	217 Kenova Avenue, Wayne, WV 25570	304 272-6761
Webster County Health Department	112 Bell St., Ste C	Webster Springs	WV	26288		304 847-5483
Wetzel-Tyler Health Department	425 South Fourth Ave.	Paden City	WV	26159		304 337-2001
Wheeling-Ohio County Health Department	1500 Chapline Street	Wheeling	WV	26003		304 234-3682
Wyoming County Health Department	P O Box 1679	Pineville	WV	24874	44 Cedar Avenue, Pineville, WV 24874	304 732-7941

Proc Folder: 1028510			Reason for Modification:
Doc Description: CLINICAL LABORATORY TESTING FOR TUBERCULOSIS PATIENTS			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-04-20	2022-05-04 13:30	CRFQ 0506 EPS2200000001	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name : Quest Diagnostics LLC

Address :

Street : 1355 Mittel Blvd

City : Wood Dale

State : IL

Country :

Principal Contact : Cecilia Martelino

US

Vendor Contact Phone: 614-736-0011

Extension:

Zip : 60191

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead (304)
558-2402
crystal.g.hustead@wv.gov

Vendor
Signature X



04/28/2022 DATE

FEIN# 36-4257926



Department of Administration

State of West Virginia Purchasing Division

Centralized Request for Quote

2019 Washington Street East

Post Office Box 50130

Charleston, WV 25305-0130

Laboratory

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR PUBLIC HEALTH, OFFICE OF EPIDEMIOLOGY AND PREVENTION SERVICES, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR CLINICAL LABORATORY TESTING FOR TUBERCULOSIS PATIENTS PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO

SHIP TO

All offers subject to all terms and conditions contained in this solicitation

FORM ID: WV-PRC-CRFQ-002 2020/05

HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
BPH - TUBERCULOSIS	CONTROL	BPH - TUBERCULOSIS	CONTROL
350 CAPITOL ST, RM 125		350 CAPITOL ST, RM 125	
CHARLESTON	WV	CHARLESTON	WV
US		US	
Line	Comm Ln Desc	Unit Issue	Unit Price
1	Basic Metabolic Panel	EA	\$1.20
Comm Code	Manufacturer	Specification	Model #
85111504			

Extended Description:

Basic Metabolic Panel

INVOICE TO

SHIP TO

INVOICE TO	SHIP TO
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HEALTH AND HUMAN RESOURCES BPH - TUBERCULOSIS CONTROL 350 CAPITOL ST, RM 125 CHARLESTON WV US	HEALTH AND HUMAN RESOURCES BPH - TUBERCULOSIS CONTROL 350 CAPITOL ST, RM 125 CHARLESTON WV US
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Line	Comm Ln Desc	Unit Issue	Unit Price
2	Complete Metabolic Panel	EA	\$2.13
Comm Code	Manufacturer	Specification	Model #

HEALTH AND HUMAN RESOURCES BPH - TUBERCULOSIS CONTROL 350 CAPITOL ST, RM 125 CHARLESTON WV US	HEALTH AND HUMAN RESOURCES BPH - TUBERCULOSIS CONTROL 350 CAPITOL ST, RM 125 CHARLESTON WV US
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Line	Comm Ln Desc	Unit Issue	Unit Price
3	Hepatic Function Panel	EA	\$1.63
Comm Code	Manufacturer	Specification	Model #
85111504			
85111504			

Extended Description:
Complete Metabolic Panel

FORM ID: WV-PRC-CRFQ-002 2020/05

Extended Description:
Hepatic Function Panel

INVOICE TO			SHIP TO	
HEALTH AND HUMAN RESOURCES			HEALTH AND HUMAN RESOURCES	
BPH - TUBERCULOSIS CONTROL			BPH - TUBERCULOSIS CONTROL	
350 CAPITOL ST, RM 125			350 CAPITOL ST, RM 125	
CHARLESTON WV			CHARLESTON WV	
US			US	
Line	Comm Ln Desc		Unit Issue	Unit Price
4	Renal Function Panel		EA	\$1.84
Comm Code	Manufacturer	Specification	Model #	
85111504				

Extended Description:
Renal Function Panel

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BPH - TUBERCULOSIS CONTROL 350 CAPITOL ST, RM 125 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BPH - TUBERCULOSIS CONTROL 350 CAPITOL ST, RM 125 CHARLESTON WV US	

Extended Description:
CBC with Diff

Comm Code	Manufacturer	Specification	Model #
85111504			
Line	Comm Ln Desc	Unit Issue	Unit Price
5	CBC with Diff	EA	\$2.25

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BPH - TUBERCULOSIS CONTROL 350 CAPITOL ST, RM 125 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BPH - TUBERCULOSIS CONTROL 350 CAPITOL ST, RM 125 CHARLESTON WV US	
Line	Comm Ln Desc	Unit Issue	Unit Price
6	Albumin	EA	\$1.24
Comm Code	Manufacturer	Specification	Model #
85111504			

Extended Description:

HEALTH AND HUMAN RESOURCES BPH - TUBERCULOSIS CONTROL 350 CAPITOL ST, RM 125 CHARLESTON WV US	HEALTH AND HUMAN RESOURCES BPH - TUBERCULOSIS CONTROL 350 CAPITOL ST, RM 125 CHARLESTON WV US
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Albumin

FORM ID: WV-PRC-CRFQ-002 2020/05

Extended Description:
Amylase

Comm Code	Manufacturer	Specification	Model #
85111504			
Line	Comm Ln Desc	Unit Issue	Unit Price
7	Amylase	EA	\$2.00
Comm Code	Manufacturer	Specification	Model #
85111504			
Line	Comm Ln Desc	Unit Issue	Unit Price
9	Creatinine	EA	\$1.24
INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	

INVOICE TO	SHIP TO
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BPH - TUBERCULOSIS CONTROL	BPH - TUBERCULOSIS CONTROL
350 CAPITOL ST, RM 125	350 CAPITOL ST, RM 125
CHARLESTON WV	CHARLESTON WV
US	US

Line	Comm Ln Desc	Unit Issue	Unit Price
8	Lypase	EA	\$4.00
Comm Code	Manufacturer	Specification	Model #
85111504			

Extended Description:

Lypase

Extended Description:

Creatinine

INVOICE TO	SHIP TO
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INVOICE TO	SHIP TO
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HEALTH AND HUMAN RESOURCES	HEALTH AND HUMAN RESOURCES
BPH - TUBERCULOSIS CONTROL	BPH - TUBERCULOSIS CONTROL
350 CAPITOL ST, RM 125	350 CAPITOL ST, RM 125
CHARLESTON	CHARLESTON
US WV	US WV

Line	Comm Ln Desc	Unit Issue	Unit Price
11	Hep B surface antibody	EA	\$4.75
Comm Code	Manufacturer	Specification	Model #
85111504			

HEALTH AND HUMAN RESOURCES	HEALTH AND HUMAN RESOURCES
BPH - TUBERCULOSIS CONTROL	BPH - TUBERCULOSIS CONTROL
350 CAPITOL ST, RM 125	350 CAPITOL ST, RM 125
CHARLESTON WV	CHARLESTON WV
US	US

Line	Comm Ln Desc	Unit Issue	Unit Price
10	hcG, Beta subunit, Qual (serum pregnancy)	EA	\$6.00
Comm Code	Manufacturer	Specification	Model #
85111504			

Extended Description: hcG, Beta subunit,
Qual (serum pregnancy) **Extended**
Description:
Hep B surface antibody

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
BPH - TUBERCULOSIS CONTROL		BPH - TUBERCULOSIS CONTROL	
350 CAPITOL ST, RM 125		350 CAPITOL ST, RM 125	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Unit Issue	Unit Price
12	Hep B surface antigen	EA	\$4.75
Comm Code	Manufacturer	Specification	Model #

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BPH - TUBERCULOSIS CONTROL 350 CAPITOL ST, RM 125 CHARLESTON US		HEALTH AND HUMAN RESOURCES BPH - TUBERCULOSIS CONTROL 350 CAPITOL ST, RM 125 CHARLESTON US	
	WV		WV
Line	Comm Ln Desc	Unit Issue	Unit Price
13	HBsAg confirmation	EA	\$24.00
Comm Code	Manufacturer	Specification	Model #
85111504			
Comm Code	Manufacturer	Specification	Model #
85111504			
Line	Comm Ln Desc	Unit Issue	Unit Price
15	HCV RNA by PCR, Quantitative	EA	\$85.00
85111504			

Extended Description:

INVOICE TO	SHIP TO
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HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
Hep B surface antigen Extended Description: HBsAg confirmation			
INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
BPH - TUBERCULOSIS CONTROL		BPH - TUBERCULOSIS CONTROL	
350 CAPITOL ST, RM 125		350 CAPITOL ST, RM 125	
CHARLESTON WV		CHARLESTON WV	
US		US	
Line	Comm Ln Desc	Unit Issue	Unit Price
14	HCV Ab w/Rflx to Quant RT-PCR	EA	\$6.00
Comm Code	Manufacturer	Specification	Model #
85111504			

Extended Description:

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BPH - TUBERCULOSIS CONTROL 350 CAPITOL ST, RM 125 CHARLESTON US WV		HEALTH AND HUMAN RESOURCES BPH - TUBERCULOSIS CONTROL 350 CAPITOL ST, RM 125 CHARLESTON US WV	
BPH - TUBERCULOSIS CONTROL 350 CAPITOL ST, RM 125 CHARLESTON WV US		BPH - TUBERCULOSIS CONTROL 350 CAPITOL ST, RM 125 CHARLESTON WV US	
Line	Comm Ln Desc	Unit Issue	Unit Price
16	HIV-1/0/2, 4th generation	EA	\$8.00
Comm Code	Manufacturer	Specification	Model #
85111504			

HCV Ab w/Rflx to Quant RT-PCR **Extended Description:** HCV RNA by PCR, Quantitative

Extended Description:

HIV-1/0/2, 4th generation

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BPH - TUBERCULOSIS CONTROL 350 CAPITOL ST, RM 125 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BPH - TUBERCULOSIS CONTROL 350 CAPITOL ST, RM 125 CHARLESTON WV US	
Line	Comm Ln Desc	Unit Issue	Unit Price
17	HIV RNA Qualitative	EA	\$125.00
Comm Code	Manufacturer	Specification	Model #
85111504			

Extended Description:

HIV RNA Qualitative

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BPH - TUBERCULOSIS CONTROL 350 CAPITOL ST, RM 125 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BPH - TUBERCULOSIS CONTROL 350 CAPITOL ST, RM 125 CHARLESTON WV US	
Line	Comm Ln Desc	Unit Issue	Unit Price
18	TSH, 3rd generation	EA	\$3.00
Comm Code	Manufacturer	Specification	Model #
85111504			

Extended Description:

TSH, 3rd generation C

Line	Comm Ln Desc	Unit Issue	Unit Price
19	Uric Acid	EA	\$2.00
Comm Code	Manufacturer	Specification	Model #

INVOICE TO		SHIP TO	

85111504

Extended Description:

Uric Acid

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BPH - TUBERCULOSIS CONTROL 350 CAPITOL ST, RM 125 CHARLESTON US WV		HEALTH AND HUMAN RESOURCES BPH - TUBERCULOSIS CONTROL 350 CAPITOL ST, RM 125 CHARLESTON US WV	
HEALTH AND HUMAN RESOURCES BPH - TUBERCULOSIS CONTROL 350 CAPITOL ST, RM 125 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BPH - TUBERCULOSIS CONTROL 350 CAPITOL ST, RM 125 CHARLESTON WV US	
Line	Comm Ln Desc	Unit Issue	Unit Price
20	T-SPOT TB Test	EA	\$55.00
Comm Code	Manufacturer	Specification	Model #
85111504			

Extended Description:

T-SPOT TB Test

Line	Comm Ln Desc	Unit Issue	Unit Price
21	QuantiFERON-TB Gold Plus	EA	\$50.00
Comm Code	Manufacturer	Specification	Model #
85111504			

Extended Description: QuantiFERONTB

Gold Plus

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BPH - TUBERCULOSIS CONTROL		HEALTH AND HUMAN RESOURCES BPH - TUBERCULOSIS CONTROL	

INVOICE TO				SHIP TO			
HEALTH AND HUMAN RESOURCES BPH - TUBERCULOSIS CONTROL 350 CAPITOL ST, RM 125 CHARLESTON WV US				HEALTH AND HUMAN RESOURCES BPH - TUBERCULOSIS CONTROL 350 CAPITOL ST, RM 125 CHARLESTON WV US			
22	Drug Level - Rifampin			EA	\$128.00		
Comm Code	Manufacturer		Specification		Model #		
85111504							
350 CAPITOL ST, RM 125			350 CAPITOL ST, RM 125				
CHARLESTON	WV		CHARLESTON		WV		
US			US				
Line	Comm Ln Desc			Unit Issue		Unit Price	

Extended Description:
Drug Level - Rifampin

INVOICE TO	SHIP TO
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HEALTH AND HUMAN RESOURCES BPH - TUBERCULOSIS CONTROL 350 CAPITOL ST, RM 125 CHARLESTON WV US	HEALTH AND HUMAN RESOURCES BPH - TUBERCULOSIS CONTROL 350 CAPITOL ST, RM 125 CHARLESTON WV US
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Line	Comm Ln Desc	Unit Issue	Unit Price
23	Drug Level-Isoniazid	EA	\$128.00
Comm Code	Manufacturer	Specification	Model #
85111504			

Extended Description:

Drug Level-Isoniazid

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
BPH - TUBERCULOSIS	CONTROL	BPH - TUBERCULOSIS CONTROL	
350 CAPITOL ST, RM 125		350 CAPITOL ST, RM 125	
CHARLESTON	WV	CHARLESTON	WV
US		US	
Line	Comm Ln Desc	Unit Issue	Unit Price
24	Drug Level-Pyrazinamide	EA	\$128.00
Comm Code	Manufacturer	Specification	Model #
85111504			

Extended Description:

Drug Level-Pyrazinamide

Line	Comm Ln Desc	Unit Issue	Unit Price
25	Drug Level-Ethambutol	EA	\$128.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Extended Description: Drug
Level-Ethambutol

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
BPH - TUBERCULOSIS CONTROL		BPH - TUBERCULOSIS CONTROL	
350 CAPITOL ST, RM 125		350 CAPITOL ST, RM 125	
CHARLESTON WV		CHARLESTON WV	
US		US	

Line	Comm Ln Desc	Unit Issue	Unit Price
26	Phlebotomy Services	EA	\$3.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Extended Description:

Phlebotomy Services

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2022-04-25
	Document Phase	Document Description
		Page 15
EPS2200000001	Final	CLINICAL LABORATORY TESTING FOR TUBERCULOSIS PATIENTS

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

(2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. DOMESTIC PREFERENCES:

(2 C.F.R. § 200.322)

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia

Vendor Name:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5
§ 148-1-5. Remedies.
Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing

the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on

procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of

the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W. Va. Code § 5A-3-33e(c), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party

status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

☒ [X] – Not Applicable Because Contract Not for Construction

☐ [] – Federal Prevailing Wage Determination on Next Page