



6370 Wilcox Road
Dublin, Ohio 43016

Telephone: 614-889-1061

March 4, 2011

Roberta Wagner
WV Purchasing Division
2019 Washington St E
PO Box 50130
Charleston, WV 25305-0130

Dear Ms. Wagner:

As you may know, LabCorp is one of the largest and most innovative laboratory organizations in the country, capable of meeting the needs of virtually any provider. Our success was fostered by one primary objective: Provide a clinical laboratory services program that is responsive to clients' needs, wants and expectations. Our business strategy allows us to meet and anticipate the changing needs of our clients and prospects alike.

Convenience, quality, a comprehensive portfolio and excellent service describe LabCorp's network of strategically located patient service centers, local laboratories, a national esoteric laboratory and our Centers for Excellence. This network provides you with the individual attention and dependability of local personnel coupled with the support and strength of a national organization dedicated to researching, developing and implementing leading edge health care technology.

Attached for your examination is the LabCorp response to the Request for Quotation #EHP11107 for Testing Services for Interferon Gamma Release Assay dated February 6, 2011. Once you have reviewed this information, I hope that you will conclude that LabCorp is committed to and capable of providing you with the finest laboratory testing service available. Thank you for this opportunity to introduce LabCorp's advantages.

Sincerely,

L. Edward Gullett, Jr.
Vice President, Controller
Laboratory Corporation of America Holdings

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2011 MAR 10 AM 8:45

WV PURCHASING
DIVISION



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

**Request for
 Quotation**

RFQ NUMBER
EHP11107

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1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**ROBERTA WAGNER
 304-558-0067**

**RFQ COPY
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Laboratory Corporation of America Holdings
 6370 Wilcox Road
 Dublin, Ohio 43016

**HEALTH AND HUMAN RESOURCES
 BPH - TUBERCULOSIS CONTROL**

**350 CAPITOL STREET, ROOM 125
 CHARLESTON, WV
 25301-3715 304-558-3669**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
02/06/2011				

BID OPENING DATE: **03/10/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	800	EA		#182873 QuantiFERON TB Gold (In Tube) 948-55	\$55.00	\$44,000.00
<p>TESTING SERVICES FOR INTERFERON GAMMA RELEASE ASSAY</p> <p>REQUEST FOR QUOTATIONS</p> <p>TO PROVIDE AN OPEN END CONTRACT TO PERFORM INTERFERON GAMMA RELEASE ASSAY (AGRA) BLOOD TESTING SERVICES TO SCREEN FOR TUBERCULOSIS INFECTION/TUBERCULOSIS DISEASE STATEWIDE, PER THE ATTACHED SPECIFICATIONS.</p> <p>CONTRACT SHALL BEGIN UPON AWARD AND CONTINUE FOR A PERIOD OF ONE YEAR, WITH THE OPTION OF TWO (2), ONE (1) YEAR PERIODS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>L. Edward Guillett, Jr.</i>	TELEPHONE 800-282-7300	DATE March 4, 2011
TITLE L. Edward Guillett, Jr. Vice President, Controller	FEIN 13-3757370	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

Request for Quotation

RFQ NUMBER
EHP11107

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ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - TUBERCULOSIS CONTROL

 350 CAPITOL STREET, ROOM 125
 CHARLESTON, WV
 25301-3715 304-558-3669

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/06/2011				

BID OPENING DATE: 03/10/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
Please refer to page 1 for signature		

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>INQUIRIES:</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 2/22/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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VENDOR

SHIP TO

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 BPH - TUBERCULOSIS CONTROL

350 CAPITOL STREET, ROOM 125
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 25301-3715 304-558-3669

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/06/2011				

BID OPENING DATE: 03/10/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES ON THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88 MANNER.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
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State of West Virginia
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 Purchasing Division
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Request for Quotation

RFQ NUMBER
EHP11107

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ADDRESS CORRESPONDENCE TO ATTENTION OF
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304-558-0067

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VENDOR

SUPPLIER

HEALTH AND HUMAN RESOURCES
BPH - TUBERCULOSIS CONTROL

350 CAPITOL STREET, ROOM 125
CHARLESTON, WV
25301-3715 304-558-3669

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/06/2011				

BID OPENING DATE: **03/10/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----RW/FILE 22-----</p> <p>RFQ. NO.:-----EHP11107-----</p> <p>BID OPENING DATE:-----3/10/2011-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: right;">Fax: 614-761-0791</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p style="text-align: right;">Chris Burgess</p> <p>-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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VENDOR

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SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - TUBERCULOSIS CONTROL

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02/06/2011				

BID OPENING DATE: 03/10/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ EHP11107 ***** TOTAL:						\$44,000.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	Please refer to page 1 for signature	TELEPHONE	DATE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

EHP11107 - Interferon Gamma Release Assay (IGRA)

OPEN END CONTRACT

SCOPE

The West Virginia Office of Epidemiology & Prevention Services, Division of Tuberculosis Elimination is seeking a qualified vendor to perform Interferon Gamma Release Assay (IGRA) blood testing services to screen for tuberculosis (TB) infection/TB disease statewide.

The contract shall extend for a period of one (1) year, with renewal provisions for two (2) one (1) year periods.

Contract will be awarded based on the lowest "grand total" cost meeting specifications.

All terms and conditions in the written specifications are absolute and cannot be waived. Mandatory terms are indicated by the use of the words shall, will, must, maximum or minimum.

IGRA blood testing must not boost responses measured by subsequent tests (boosting).

IGRA blood testing must not cross react with Bacillus Calmette-Guerin (BCG) vaccine.

Sample collection must be completed at the local health department. No special lab equipment will be required by local health department for collection; i.e., centrifuge, incubator.

Cost sheet must be completed. Bidders must complete the unit price and total cost. Award will be made to the lowest total cost, meeting specification. NOTE: As this is an open end contract, quantities listed are estimates only. It is understood that actual needs of the Agency will be met, whether they be greater than or less than estimates.

Services Under this Contract

1. Lab will provide in vitro blood testing.

*Please see attached LabCorp Response

2. Lab must use standard collection tubes that are not specialized.

*Please see attached LabCorp Response

3. Lab must provide to the health departments all blood collection supplies; i.e., tubes, packaging, materials, mailers needed to perform tests.

*Please see attached LabCorp Response

EHP11107 - Interferon Gamma Release Assay (IGRA)

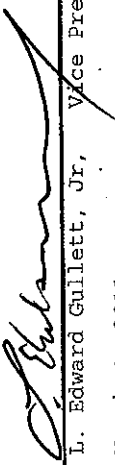
4. Lab must report both qualitative interpretation and quantitative assay measurements to determine result interpretations; i.e., positive, negative.
*Please see attached LabCorp Response
5. Lab must report IGRA blood testing results to the local health departments within 36-72 hours of submission of specimen.
*Please see attached LabCorp Response
6. Bid must include supplies, draw fee, shipping and handling and courier service. Courier service will pick up specimens at the local health departments. A list of the county health departments is attached.
*Please see attached LabCorp Response
7. Lab must provide training at no cost to local health department personnel for proper specimen collection, storing and shipping process.
*Please see attached LabCorp Response
8. Lab must be accredited by the Clinical Laboratory Improvements Act/Amendments (CLIA) and by the College of American Pathologists (CAP) to perform IGRA blood testing services. Tests must be FDA approved.
*Please see attached LabCorp Response

COST SHEET FOR EHP11107

Item #	Approx. Annual Usage	Description	Unit Price	Total Cost
1	1,800 tests processed	Interferon Gamma Release Assay (IGRA) blood testing #182873 QuantiFERON TB Gold (In Tube)	\$55.00	\$44,000.00

Award will be made to vendor with the lowest overall cost who meets specifications.

Vendor Name: Laboratory Corporation of America Holdings

Vendor Signature: 

Date: March 4, 2011

L. Edward Gullett, Jr., Vice President, Controller

NOTE: THIS IS AN OPEN END CONTRACT. THE NUMBER OF TESTS ARE ESTIMATES ONLY. ACTUAL NEEDS OF THE AGENCY WILL BE PROVIDED, WHETHER IT BE GREATER THAN OR LESS THAN ESTIMATES.

WV COUNTY HEALTH DEPARTMENT LIST

Barbour County Health Department
23 Wabash Avenue
Phillippi, West Virginia 26416

Beckley-Raleigh Health Department
1602 Harper Road
Beckley, West Virginia 25801

Berkeley County Health Department
800 Emmell Rousch Drive
Martinsburg, West Virginia 25401

Boone County Health Department
Post Office Box 209
Madison, West Virginia 25130

Braxton County Health Department
495 Old Turnpike Road
Sutton, West Virginia 26601

Brooke County Health Department
204 Courthouse Square
Wellsburg, West Virginia 26070

Cabell-Huntington Health Department
703 7th Avenue
Huntington, West Virginia 25701

Clay County Health Department
Post Office Box 36
Clay, West Virginia 26043

Doddridge County Health Department
Route 2, Box 64
West Union, West Virginia 26456

Fayette County Health Department
202 Church Street
Fayetteville, West Virginia 25840

Glimer County Health Department

809 Mineral Road
Glennville, West Virginia 26361

Grafton-Taylor Health Department

Post Office Box 15
Grafton, West Virginia 26364

Grant County Health Department

Post Office Box 608, Route 28
Petersonburg, West Virginia 26647

Greenbrier County Health Department

9207 Seneca Trail South
Ronceverte, West Virginia 24970

Hampshire County Health Department

HC 71, Box 8
Augusta, West Virginia 26704

Hancock County Health Department

Post Office Box 578
New Cumberland, West Virginia 26047

Hardy County Health Department

411 Spring Avenue, Suite 101
Moorefield, West Virginia 26836

Harrison-Clarksburg Health Department

330 West Main Street
Clarksburg, West Virginia 26301

Jackson County Health Department

504 South Church Street
Ripley, West Virginia 26271

Jefferson County Health Department

1948 Wiltshire Road, Suite 1
Kearneysville, West Virginia 26430

Kanawha-Charleston Health Department

Post Office Box 927
Charleston, West Virginia 25323

Lewis County Health Department

125 Court Avenue
WESTON, West Virginia 26452

Lincoln County Health Department

Post Office Box 527
Hamlin, West Virginia 25523

Logan County Health Department

300 Stratton Street, Room 203
Logan, West Virginia 25601

Marion County Health Department

300 Second Street
Fairmont, West Virginia 26554

Marshall County Health Department

Post Office Box 429
Moundsville, West Virginia 26041

Mason County Health Department

216 Fifth Street
Point Pleasant, West Virginia 26550

McDowell County Health Department

Post Office Box 218
Wilcox, West Virginia 24896

Mercer County Health Department

Route 2, Box 382
Bluefield, West Virginia 24701

Mid-Ohio Valley Health Department

211 Sixth Street
Parkersburg, West Virginia 26101

Mineral County Health Department

Route 3, Box 3046
Keyser, West Virginia 26728

Mingo County Health Department

Post Office Box 1096
Williamson, West Virginia 25861

Monongalia County Health Department

453 Van Voorhis Road
Morgantown, West Virginia 26506

Monroe County Health Department

Post Office Box 590
Union, West Virginia 24983

Morgan County Health Department

187 South Green Street, Suite 2
Berkeley Springs, West Virginia 25411

Nicholas County Health Department

One Stevens Road
Summersville, West Virginia 26851

Pendleton County Health Department

Post Office Box 520
Franklin, West Virginia 26807

Pocahontas County Health Department

900 Tenih Avenue
Marlinton, West Virginia 24954

Preston County Health Department

106 West Main Street, Suite 203
Kingwood, West Virginia 26537

Putnam County Health Department

1401 Hospital Drive, Suite 304
Hurricane, West Virginia 25828

Randolph County Health Department

201 Henry Avenue
Elkins, West Virginia 26241

Summers County Health Department

Post Office Box 898
Hinton, West Virginia 25951

Tucker County Health Department

206 1/2 Third Street
Parsons, West Virginia 26287

Upshur-Buckhannon Health Department

16 North Locust Street,
Buckhannon, West Virginia 26201

Wayne County Health Department

Post Office Box 388
Wayne, West Virginia 25570

Webster County Health Department

112 Bell Street, Suite C
Webster Springs, West Virginia 26288

Wetzel-Tyler Health Department

426 South Fourth Avenue
Paden City, West Virginia 26169

Wheeling-Ohio Health Department

1600 Chapline Street
Wheeling, West Virginia 26003

Wyoming County Health Department

Post Office Box 1679
Pineville, West Virginia 248741679

RFQ No. EHP11107

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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


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

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

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Laboratory Corporation of America Holdings

Authorized Signature:  Date: 3/4/11
L. Edward Gullett, Jr.

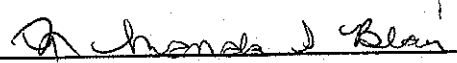
State of Kentucky

County of Jefferson, to-wit:

Taken, subscribed, and sworn to before me this 4th day of March, 2011.

My Commission expires October 18, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC 

State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% resident vendor preference for the reason checked:

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

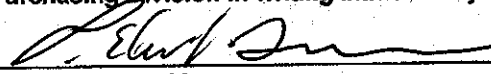
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Laboratory Corporation of America Holdings Signed: 
L. Edward Gullett, Jr.
Vice President, Controller

Date: March 4, 2011

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



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

Request for Quotation

RFQ NUMBER
EHP11107

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

HEALTH AND HUMAN RESOURCES
 BPH - TUBERCULOSIS CONTROL
 350 CAPITOL STREET, ROOM 125
 CHARLESTON, WV
 25301-3715 304-558-3669

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/23/2011				

BID OPENING DATE: 03/10/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS ARE ATTACHED.						
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
EXHIBIT 10						
REQUISITION NO.: EHP11107						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1 XXX						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>E. Gullett, Jr.</i>	TELEPHONE 800-282-7300	DATE March 4, 2011
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TITLE: Edward Gullett, Jr. Vice President, Controller	FEIN 13-3757370	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

Request for Quotation

RFQ NUMBER
EHP11107

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER
304-558-0067

RFQ COPY
 TYPE NAME/ADDRESS HERE

HEALTH AND HUMAN RESOURCES
 BPH - TUBERCULOSIS CONTROL
 350 CAPITOL STREET, ROOM 125
 CHARLESTON, WV
 25301-3715 304-558-3669

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
02/23/2011				

BID OPENING DATE: **03/10/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE L. Edward Gullett, Jr. Vice President, Controller Laboratory Corporation of America Holdings COMPANY March 4, 2011 DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>END OF ADDENDUM NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE Please refer to page 1 for signature	TELEPHONE	DATE
TITLE	FBN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
EHP11107

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3

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER
304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
BPH - TUBERCULOSIS CONTROL

350 CAPITOL STREET, ROOM 125
CHARLESTON, WV
25301-3715 304-558-3669

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/23/2011				

BID OPENING DATE: **03/10/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	800	EA	948-55	#182873 QuantiFERON TB Gold (In Tube)	\$55.00	\$44,000.00
TESTING SERVICES FOR INTERFERON GAMMA RELEASE ASSAY						
***** THIS IS THE END OF RFQ EHP11107 ***** TOTAL:						\$44,000.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	Please refer to page 1 for signature	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

Question: Is it OK to submit additional documentation of the lab's ability to meet the requirements of the bid?

Answer: Yes, it is acceptable to submit additional documentation of the lab's ability to meet the requirements of the bid. Bids must only meet the specifications as written in the Request for Quotations to be considered.

**Laboratory Corporation of America Holdings (LabCorp) Response to
WV Health and Human Resources RFQ #EHP11107
For Testing Services for Interferon Gamma Release Assay**

Services Under this Contract

1. Lab will provide in vitro blood testing.

LabCorp Response: LabCorp can comply with this requirement.

2. Lab must use standard collection tubes that are not specialized.

LabCorp Response: LabCorp QuantiFERON® testing requires a special collection kit that would be provided for specimens analyzed within our laboratory network. The QuantiFERON® collection kit contains instructions for the draw of three special QuantiFERON® collection tubes (one each): (1) gray-top (with white ring), uncoated (nil); (2) red-top (with white ring), TB antigen-coated; (3) purple-top (with white ring), mitogen coated.

3. Lab must provide to the health departments all blood collection supplies; i.e., tubes, packaging, materials, mailers needed to perform tests.

LabCorp Response: As permitted by applicable law, LabCorp provides its clients with routine specimen collection and transport materials that are used solely for specimens that are analyzed within our laboratory network.

4. Lab must report both qualitative interpretation and quantitative assay measurements to determine result interpretations; i.e., positive, negative.

LabCorp Response: LabCorp can comply with this requirement.

5. Lab must report IGRA blood testing results to the local health departments within 36-72 hours of submission of specimen

LabCorp Response: Standard LabCorp turn-around-time (TAT) for this testing is that 95% of the specimens are completed within 96 hours. The LabCorp test requires incubation for 24 hours so the average TAT will probably be 72 hours.

6. Bid must include supplies, draw fee, shipping and handling and courier service. Courier service will pick up specimens at the local health departments. A list of the county health departments is attached.

LabCorp Response: LabCorp's courier service is critical as the first point of contact in the turn-around time process. Our couriers provide direct specimen receipt, a controlled environment for specimen transport and delivery of necessary supplies. The courier personnel are generally employees of LabCorp, trained in the proper handling and transportation of various specimen types, such as frozen and room temperature samples. Dependent on hours of operation and specimen pickup requirements, mutually agreeable times could be scheduled to meet these specific needs, including multiple daily pick-ups

consistent with LabCorp policies. Weekend and STAT pick-up services are available in most areas and can be scheduled to meet various requirements. Our trained professional service staff would help ensure that specimens are expeditiously transported to the laboratory.

It is the responsibility of the local health department to provide specimen collection. If a patient is sent to a LabCorp PSC for collection an additional draw fee of \$3.00 per patient will be applicable.

7. Lab must provide training at no cost to local health department personnel for proper specimen collection, storing and shipping process.

LabCorp Response: LabCorp has several tools available for our clients to instruct and educate including a detailed section on specimen collection techniques within our Directory of Services and Interpretive Guide. Additionally, on-site training can be provided through in-services geared toward utilizing LabCorp services as allowable by law and in accordance with standard LabCorp policies.

8. Lab must be accredited by the Clinical Laboratory Improvements Act/Amendments (CLIA) and by the College of American Pathologists (CAP) to perform IGRA blood testing services. Tests must be FDA approved.

LabCorp Response: LabCorp can comply with these requirements. LabCorp maintains, as required by individual state licensure programs, CLIA licensure, Medicare approval and CAP certification in all laboratory facilities. LabCorp's facilities are inspected annually by Medicare and bi-annually by CAP with alternate year CAP self-inspections. Current CLIA and CAP certificates are available upon request.