

**RFQ #EHP14078  
Interferon Gamma  
Release Assay  
(IGRA) Testing**

**A Proposal from Quest  
Diagnostics Nichols  
Institute, Inc.**

**September 18, 2013**

2013 SEP 19 AM 10:10

WV PURCHASING  
DIVISION

14225 Newbrook Drive  
Chantilly, VA 20151  
QuestDiagnostics.com, NicholsInstitute.com



September 18, 2013

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

Dear Members of the West Virginia Purchasing Division,

Thank you for the opportunity to respond to the State of West Virginia's RFQ # EHP14078 for Interferon Gamma Release Assay (IGRA) blood testing services. As the nation's leading provider of diagnostic testing, information, and services, Quest Diagnostics is uniquely positioned to meet your needs through our Nichols Institute laboratory in Chantilly, Virginia.

Quest Diagnostics is fully prepared to provide testing and services to the State of West Virginia Department of Health and Human Resources, Bureau for Public Health, Office of Epidemiology and Prevention Services, Division of Tuberculosis Elimination, including but not limited to the testing of specimens and resulting of reports for tests ordered by the health departments, and the provision of laboratory supplies. We are committed to working with your organization to provide the services as outlined in our proposal.

Our offer is contingent upon successful contract execution and we expect that the agreement resulting from this RFQ is consistent with our proposal.

Thank you again for giving Quest Diagnostics the opportunity to respond. We look forward to hearing from you.

Sincerely,

John Pickering, Hospital Account Executive  
724-433-7430  
[John.D.Pickering@questdiagnostics.com](mailto:John.D.Pickering@questdiagnostics.com)

# Specifications

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Health and Human Resources, Bureau for Public Health, Office of Epidemiology and Prevention Services, Division of Tuberculosis Elimination to establish an open-end contract for Interferon Gamma Release Assay (IGRA) blood testing services to screen for tuberculosis infection and tuberculosis disease statewide. IGRA blood testing must not boost responses measured by subsequent tests (boosting) or must not cross react with Bacillus Calmette-Guerin (BCG) vaccine.
  
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 the list of items identified in Section 3, Subsection 1 below.
  - 2.2. "Pricing Pages" means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
  - 2.3. "RFQ" means the official request for quotation published by the Purchasing Division and identified as EHP14078.
  
3. **GENERAL REQUIREMENTS**
  - 3.1. **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.
    - 3.1.1 **IGRA blood testing services**
      - 3.1.1.1 Lab will provide in vitro blood testing.

Specimens will be processed at our laboratory in Chantilly, Virginia. Specimens will be tested in line with our existing production schedule, and result reports will be released in the same manner that testing was ordered.

**3.1.1.2 Lab must use standard collection tubes that are not specialized**

Quest Diagnostics uses standard collection tubes for laboratory testing.

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

At no additional charge and consistent with our existing policies, Quest Diagnostics will provide the supplies necessary for the proper collection, processing, handling, and transport of specimens to be tested under this agreement. These supplies include collection materials such as tubes and colored stoppers, requisition forms, transport containers, and specimen bags.

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

Quest Diagnostics can provide lab results with both qualitative interpretation and quantitative assay measurements as described above.

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

Turnaround times are measured from time of accessioning in our laboratories to time of final result report and are based on test setup days and times.

The test for QuantiFERON(R) TB Gold (Client Incubated) is set up Monday – Friday evening and the results report is available in two (2) days. This test does require that the specimen be incubated before submission to our laboratory. The specimen requirements are available online at <http://www.questdiagnostics.com/hcp/qtim/testMenuSearch.do>.

**3.1.1.6 Bid must include supplies, shipping and handling and courier service. Courier service will pick up specimens at the local health departments. A list of health departments and their addresses is included.**

Quest Diagnostics is fully prepared to provide testing and services to the State of West Virginia Department of Health and Human Resources, Bureau for Public Health, Office of Epidemiology and Prevention Services, Division of Tuberculosis Elimination, including but not limited to the testing of specimens and resulting of reports for tests ordered by the health departments, and the provision of laboratory supplies.

Quest Diagnostics can only provide specimen transportation from the local health departments to our laboratory through a commercial courier delivery service. If FedEx is used, we shall assume all financial responsibility to transport specimens by "Priority" service from the local health departments to our laboratory for testing. Specimens must arrive at our laboratory in Chantilly, Virginia within three (3) days after incubation, therefore health department personnel must ensure that specimens shipped on Friday are sent for Saturday delivery. The health departments shall be solely responsible for ensuring that specimens are sent to the laboratory within three (3) days after incubation.

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

We conduct comprehensive customer training. New customers are trained in our fully customizable Smooth Start program, developed to ease the transition from another reference laboratory to Quest Diagnostics. This implementation program is developed in coordination with each customer and includes orientation and education on a variety of topics, including specimen collection and preparation, test ordering and requisitions, supplies, results delivery, and key contact information. The program can be completed as quickly as required but typically takes about two weeks.

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

Each Quest Diagnostics laboratory is fully accredited consistent with all applicable federal and state statutes. Copies of Quest Diagnostics Nichols Institute's College of American Pathologists (CAP) and Clinical Laboratory Improvement Amendments of 1988 (CLIA) certificates have been provided as Exhibit 1.

Quest Diagnostics' test for QuantiFeron(R) TB Gold (Client Incubated) is FDA approved.

**4. CONTRACT AWARD:**

**4.1 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 Pricing Pages.

**4.2 Pricing Pages:** Vendor should complete the Pricing Pages by completing the unit price and total cost. 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.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: [Roberta.A.Wagner@wv.gov](mailto:Roberta.A.Wagner@wv.gov).

The Pricing Pages have been completed per the West Virginia Purchasing Division instructions.

Quest Diagnostics respectfully requests that our Cost Proposal be exempt from public disclosure. The laboratory industry is highly competitive, and if a customer discloses pricing we offer to that customer to our competitors it will place Quest Diagnostics at a competitive disadvantage by allowing the competitors to see our pricing and seek to adjust its pricing just beneath the fees charged by Quest Diagnostics.

## **5. ORDERING AND PAYMENT:**

**5.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms 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. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

We anticipate that the requesting health departments will order tests and receive results through Care360® connectivity solution for web-based ordering and resulting.

With Care360®, our customers can:

- Order lab tests and receive results electronically through a web-enabled PC; simultaneous user access through networked PCs is also supported
- Access patient and test information anytime from any computer with an Internet connection
- Use customizable screens when placing standing orders or submitting requisitions for frequently ordered tests
- Utilize advanced reporting features, such as cumulative graphing and the ability to retrieve and print test results by patient, date, test, or abnormal result
- Access our current Directory of Services as well as ICD and CPT codes
- Order supplies

- Protect patient information and adhere to privacy regulations; Care360® meets all proposed Health Insurance Portability and Accountability Act (HIPAA) standards and protects patient information with 128-bit encryption and the services of Verisign™, an industry leader in system security verification

We are not able to restrict the tests available for ordering through Care360®. It is the responsibility of the State of West Virginia Department of Health to monitor test ordering under this Agreement. Quest Diagnostics shall perform and bill for any ordered test.

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

Quest Diagnostics can accept a check or EFT (Electronic Funds Transfer) as forms of payment.

**6. DELIVERY AND RETURN:**

Quest Diagnostics is of the opinion that section 6, in its entirety, is not applicable to a vendor that provides a service such as laboratory testing.

Test results will be reported in line with our Test Menu (available online at <http://www.questdiagnostics.com/hcp/qlim/testMenuSearch.do>). Our published turnaround times are measured from time of accessioning in the laboratory to time of final result report.

**6.1 Delivery Time: Vendor shall deliver standard orders within seven (7) working days after orders are received. Vendor shall deliver emergency orders within three (3) working day(s) 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.**

**6.2 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.**

**6.3 Deliver 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.**

**6.4 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.

**6.5 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.

## **7. MISCELLANEOUS:**

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

It is the responsibility of the State of West Virginia Department of Health and Human Resources, Bureau for Public Health, Office of Epidemiology and Prevention Services, Division of Tuberculosis Elimination to monitor test ordering under this Agreement. Quest Diagnostics shall perform and bill for any ordered test.

**7.2 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.

There is more than adequate staffing and capacity in the Quest Diagnostics laboratory in Chantilly, Virginia, to meet the needs of the State of West Virginia Department of Health and Human Resources, Bureau for Public Health, Office of Epidemiology and Prevention Services, Division of Tuberculosis Elimination. We have responded to the specific requirements detailed in the Specifications in this proposal.

**7.3 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 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.



Quest Diagnostics can provide quarterly reports and annual summaries (i.e. utilization reports). Utilization reports provided by our Nichols Institute Chantilly laboratory include the following data by test: name, code, CPT code(s), performing site, monthly volume, monthly revenue, year-to-date volume, and year-to-date revenue. Utilization reports can also be provided upon request.

**7.4 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.

Quest Diagnostics recognizes and is committed to meeting the needs of our customers. An Account representative will be assigned to the State of West Virginia Department of Health and Human Resources to ensure that all processes involving testing referred to Quest Diagnostics are running smoothly. This individual will be available during normal business hours to address any customer service or other issues related to this contract.

**Contract Manager:** John Pickering, Hospital Account Executive (HAE)

**Telephone Number:** 724-433-7430

**Fax Number:** 610-271-8814

**Email Address:** [john.d.pickering@questdiagnostics.com](mailto:john.d.pickering@questdiagnostics.com)

## Contract Exceptions and Clarifications

Quest Diagnostics has reviewed the general terms and conditions of the RFQ and exceptions/clarifications have been provided below. Our offer is contingent upon successful contract execution and we expect that the agreement resulting from this RFQ is consistent with our proposal.

We are open to discussing this further in advance of or following contract award.

### — Section 6, PRICING

Our cost proposal has been provided and the pricing provisions below will apply.

Quest Diagnostics agrees that the prices for tests performed at a laboratory within our network will not increase throughout the term of the agreement. In the event any reference laboratory, to which Quest Diagnostics Nichols Institute refers testing, increases its charges to Quest Diagnostics Nichols Institute at any time during the Initial Term or any Renewal Term of this Agreement, Quest Diagnostics Nichols Institute shall have the right to increase its charges to Client for any such tests in an amount that is commensurate with the increase by the reference laboratory.

Tests marked with “\*” denotes a special priced test. All other discountable tests are discounted at 65% off of Quest Diagnostics Nichols Institute’s IN Fee Schedule.

Certain high cost of performance assays and tests referred to other laboratories are non-discountable.

Tests in this bid are converted to the best of our ability; however, some prices may need to be adjusted upon receipt of additional test utilization, information, test components or other data.

The CPT codes provided are based on AMA guidelines and are for informational purposes only. CPT coding is the sole responsibility of the billing party. Please direct any questions regarding coding to the payer being billed.

Reflex testing, if performed, is an additional charge.

## — **Section 39, CONFIDENTIALITY**

- Notice of State of West Virginia – Confidentiality Policies and Information Security Accountability Requirements, Section 4.3.2.

Notwithstanding anything to the contrary contained herein, West Virginia Department of Health and Human Resources acknowledges that the services performed by Quest Diagnostics are subject to compliance with the regulatory requirements of the Clinical Laboratory Improvement Amendments of 1988 (CLIA) and certifying agencies. The laboratory orders received and the documents which Quest Diagnostics creates in performing the services, including the laboratory test results, are records in which Quest Diagnostics retains rights, and must be retained by Quest Diagnostics in accordance with CLIA.

- Notice of State of West Virginia – Confidentiality Policies and Information Security Accountability Requirements, Section 4.4.2, Notification of Breach

With respect to section 4.4.2 (Notification of Breach), please note that Quest Diagnostics has an existing security policy in place. We agree to comply with the requirements set forth in this section to the extent that both parties agree the requirements are applicable to Quest Diagnostics and when those requirements do not conflict with our existing policies and procedures.

## — **Section 40, Disclosure**

Quest Diagnostics respectfully requests that our Cost Proposal be exempt from public disclosure. The laboratory industry is highly competitive, and if a customer discloses pricing we offer to that customer to our competitors it will place Quest Diagnostics at a competitive disadvantage by allowing the competitors to see our pricing and seek to adjust its pricing just beneath the fees charged by Quest Diagnostics.

## — **Section 44, PURCHASING CARD ACCEPTANCE**

Quest Diagnostics does not accept purchasing cards as a form of payment. However, we can accept a check or EFT (Electronic Funds Transfer) as forms of payment.

## — **Section 48, ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE**

The prices, terms, and conditions for the agreement that results from this solicitation will be solely for the West Virginia Department of Health and Human Resources, Bureau for the Public Health, Office of Epidemiology and Prevention Services, Division of Tuberculosis Elimination and to perform the services outlined in RFQ #EHP14078. However, Quest Diagnostics would welcome the opportunity to submit separate bids for future opportunities from the State of West Virginia and will negotiate with each Government entity on an individual basis.

— **Section 51, BACKGROUND CHECK**

Quest Diagnostics is of the opinion that section 51 is not applicable to the services to be performed under this agreement. Quest Diagnostics' employees will have very limited access to the grounds or in the buildings of the Capitol complex or access to sensitive or critical information. The testing associated with this solicitation shall be performed in a Quest Diagnostics facility or referral vendor. Further, background screening is conducted by Quest Diagnostics on every person hired and additional screenings will not be conducted unless mutually agreed upon. Our standard background screening process includes: Social Security trace, county criminal search, alias check, state criminal search, national background directory search, employment reference check, education verification, HHS/OIG list of excluded individuals check, and global terrorist watch list check.



*Advancing Excellence*

**Accredited  
Laboratory**



# The College of American Pathologists

*certifies that the laboratory named below*

***Quest Diagnostics Nichols Institute  
dba Quest Diagnostics Nichols Institute  
Chantilly, Virginia  
Kenneth L. Sisco, MD, PhD***

LAP Number: 1361101

AU-ID: 1179154

CLIA Number: 49D0221801

*has met all applicable standards for accreditation and  
is hereby accredited by the College of American Pathologists'  
Laboratory Accreditation Program. Reinspection should occur prior  
to April 22, 2015 to maintain accreditation.*

Accreditation does not automatically survive a change in director, ownership,  
or location and assumes that all interim requirements are met.

*Frank R Rudy*

Chair, Commission on Laboratory Accreditation

*Stanley A. Hobbins*

President, College of American Pathologists

**CENTERS FOR MEDICARE & MEDICAID SERVICES  
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS  
CERTIFICATE OF ACCREDITATION**

**LABORATORY NAME AND ADDRESS**  
QUEST DIAGNOSTICS NICHOLS INSTITUTE  
QUALITY ASSURANCE  
14225 NEWBROOK DRIVE  
CHANTILLY, VA 20151

**CLIA ID NUMBER**  
49D0221801

**EFFECTIVE DATE**  
02/09/2013

**LABORATORY DIRECTOR**  
KENNETH L SISCO, MD, PHD

**EXPIRATION DATE**  
02/08/2015

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



*Judith A. Yost*

Judith A. Yost, Director  
Division of Laboratory Services  
Survey and Certification Group  
Center for Medicaid and State Operations

139 Certs2\_011213

If you currently hold a Certificate of Compliance or Certificate of Accreditation, below is a list of the laboratory specialties/subspecialties you are certified to perform and their effective date:

<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>	<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>
HISTOCOMPATIBILITY (010)	07/27/1995	ABO & RH GROUP (510)	07/27/1995
BACTERIOLOGY (110)	07/27/1995	ANTIBODY TRANSFUSION (520)	07/27/1995
MYCOBACTERIOLOGY (115)	07/27/1995	ANTIBODY NON-TRANSFUSION (530)	07/27/1995
MYCOLOGY (120)	07/27/1995	ANTIBODY IDENTIFICATION (540)	07/27/1995
PARASITOLOGY (130)	07/27/1995	HISTOPATHOLOGY (610)	07/27/1995
VIROLOGY (140)	07/27/1995	ORAL PATHOLOGY (620)	07/27/1995
SYPHILIS SEROLOGY (210)	07/27/1995	CYTOLOGY (630)	07/27/1995
GENERAL IMMUNOLOGY (220)	07/27/1995	CYTOGENETICS (900)	07/27/1995
ROUTINE CHEMISTRY (310)	07/27/1995		
URINALYSIS (320)	07/27/1995		
ENDOCRINOLOGY (330)	07/27/1995		
TOXICOLOGY (340)	07/27/1995		
HEMATOLOGY (400)	07/27/1995		

FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT [WWW.CMS.HHS.GOV/CLIA](http://WWW.CMS.HHS.GOV/CLIA)  
OR CONTACT YOUR LOCAL STATE AGENCY. PLEASE SEE THE REVERSE FOR  
YOUR STATE AGENCY'S ADDRESS AND PHONE NUMBER.  
PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/19/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH & MCLENNAN COMPANIES 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036		<b>CONTACT NAME:</b>	
37986 -MAIN-ALL-12-13      GL      Prof      Incl		<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> *QUEST DIAGNOSTICS INCORPORATED AND ITS WHOLLY OWNED SUBSIDIARIES 3 GIRALDA FARMS MADISON, NJ 07940		<b>E-MAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A :</b> Travelers Prop. Casualty Co. Of America	
		<b>INSURER B :</b> The Travelers Indemnity Company	
		<b>INSURER C :</b> Illinois Union Insurance Co	
		<b>INSURER D :</b> The Charter Oak Fire Insurance Company	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	
		<b>NAIC #</b>	
		25674	
		25658	
		27960	
		25615	

**COVERAGES**      **CERTIFICATE NUMBER:** NYC-006306014-27      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			TC2JCAP-266T3603-TIL-12	12/31/2012	12/31/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 2,000,000			XFL G21820611 005 GL-Self Insured Retention	12/31/2012	12/31/2013	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			TC2JUB-266T3523-12 (AOS) TRKUB-266T3535-12 (AZ, MA, WI) TC2JUB-1003A044-12 (CA) TC2OUB-1008A25A-12 (NV)	12/31/2012 12/31/2012 12/31/2012 12/31/2012	12/31/2013 12/31/2013 12/31/2013 12/31/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
(Professional Liability / Claims Made - Self Insured Retention - \$10,000,000 - 12/31/12 - 12/31/13)

\*EVIDENCE OF COVERAGE ONLY\*

<b>CERTIFICATE HOLDER</b> QUEST DIAGNOSTICS INCORPORATED 3 GIRALDA FARMS MADISON, NJ 07940	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Marla Nicholson <i>Marla Nicholson</i>
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State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**Solicitation**

NUMBER
EHP14078

PAGE
1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED
09/09/2013

BID OPENING DATE: 09/19/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
ADDENDUM IS ISSUED:						
1. TO PROVIDE RESPONSES TO THE QUESTIONS SUBMITTED REGARDING THE ABOVE SOLICITATION.						
2. TO PROVIDE ADDENDUM ACKNOWLEDGEMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN THE DISQUALIFICATION OF YOUR BID.						
***** END OF ADDENDUM NO. 1 *****						

SIGNATURE 	TELEPHONE 949-728-4583	DATE 9/16/2013
TITLE VP, Esoteric Operations	FEIN 54-0854787	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, 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

**Solicitation**

NUMBER
EHP14078

PAGE
1

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

RFO COPY

R002286

QUEST DIAGNOSTICS  
 3 GIRALDA FARMS  
 MADISON, NJ 07940

S  
H  
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P  
T  
O

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

DATE PRINTED
08/20/2013

BID OPENING DATE: 09/19/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
THE STATE OF WEST VIRGINIA AND ITS AGENCY THE DEPARTMENT OF HEALTH & HUMAN RESOURCES, BUREAU FOR PUBLIC HEALTH; OFFICE OF EPIDEMIOLOGY AND PREVENTION SERVICES, DIVISION OF TUBERCULOSIS ELIMINATION REQUEST A QUOTE TO PROVIDE INTERFERON GAMMA RELEASE ASSAY (IGRA) BLOOD TESTING SERVICES TO SCREEN FOR TUBERCULOSIS INFECTION AND TUBERCULOSIS DISEASE STATE-WIDE PER THE ATTACHED SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS.						
0001	800	EA		948-55	\$55.00	\$44,000.00
TESTING SERVICES FOR INTERFERON GAMMA RELEASE ASSAY						
TO PROVIDE AN OPEN END CONTRACT TO PERFORM INTERFERON GAMMA RELEASE ASSAY (AGRA) BLOOD TESTING SERVICES TO SCREEN FOR TUBERCULOSIS INFECTION/TUBERCULOSIS DISEASE STATEWIDE.						
***** THIS IS THE END OF RFO EHP14078 ***** TOTAL:						<u>\$44,000.00</u>

SIGNATURE	TELEPHONE	DATE
	949-728-4583	9/10/13
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
VP, Esoteric Operations	54-0854787	

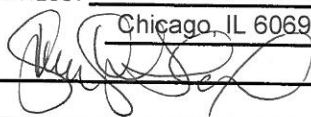
WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

## EXHIBIT A

PRICING PAGE FOR EHP14078				
ITEM #	APPROX. ANNUAL USAGE	DESCRIPTION	UNIT PRICE	EXTENDED COST
1	800	INTERFERON GAMMA RELEASE ASSAY (IGRA) BLOOD TESTING (3.1.1)	\$ 55.00	\$44,000.00
<b>Grand Total</b>				\$44,000.00

THIS WILL BE AN OPEN END CONTRACT. QUANTITIES LISTED ARE ESTIMATES ONLY. ACTUAL NEEDS OF THE AGENCY WILL BE SUPPLIED, WHETHER THEY BE GREATER THAN OR LESS THAN ESTIMATES. ORDERS WILL BE PLACED ON AN AS-NEEDED BASIS.

EVALUATION OF BIDS WILL BE BASED ON TOTAL COST AND AWARD WILL BE MADE TO THE LOWEST OVERALL TOTAL COST WHICH MEETS SPECIFICATIONS.

VENDOR NAME: Quest Diagnostics Nichols Institute, Inc.  
 ADDRESS: 14225 Newbrook Drive  
Chantilly, VA 20153  
 FAX #: 610-271-4411  
 PHONE #: 949-728-4583  
 E-MAIL ADDRESS: Katie.K.Bishar@questdiagnostics.com  
 REMIT TO ADDRESS: 12436 Collections Center Drive  
Chicago, IL 60693  
 SIGNATURE:   
 DATE: 9/16/2013

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:

- N/A 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,
N/A 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,
N/A 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:

- N/A 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:

- N/A 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:

- N/A 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:

- N/A 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:

- N/A 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.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

- N/A Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: Quest Diagnostics Nichols Institute, Inc.

Signed: [Signature]

Date: 9/10/2013

Title: VP, Esoteric Operations

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"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.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Quest Diagnostics Nichols Institute, Inc.

Authorized Signature: \_\_\_\_\_ Date: September, 2013

State of California

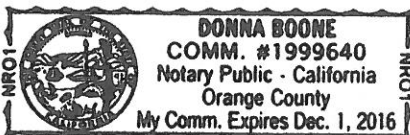
County of Orange, to-wit:

Taken, subscribed, and sworn to before me this 10<sup>th</sup> day of September 10<sup>th</sup>, 2013

My Commission expires December 1, 2016

AFFIX SEAL HERE

NOTARY PUBLIC Donna Boone



**CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Quest Diagnostics Nichols Institute, Inc.  
\_\_\_\_\_  
(Company)

  
\_\_\_\_\_  
(Authorized Signature)

Katie Bishar, VP, Esoteric Operations  
\_\_\_\_\_  
(Representative Name, Title)

949-728-4583  
\_\_\_\_\_  
(Phone Number) (Fax Number)

9/10/13  
\_\_\_\_\_  
(Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: EHP14078**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |                                     |                |                          |                 |
|-------------------------------------|----------------|--------------------------|-----------------|
| <input checked="" type="checkbox"/> | Addendum No. 1 | <input type="checkbox"/> | Addendum No. 6  |
| <input type="checkbox"/>            | Addendum No. 2 | <input type="checkbox"/> | Addendum No. 7  |
| <input type="checkbox"/>            | Addendum No. 3 | <input type="checkbox"/> | Addendum No. 8  |
| <input type="checkbox"/>            | Addendum No. 4 | <input type="checkbox"/> | Addendum No. 9  |
| <input type="checkbox"/>            | Addendum No. 5 | <input type="checkbox"/> | Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Quest Diagnostics Nichols Institute, Inc.

Company

Authorized Signature

Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.