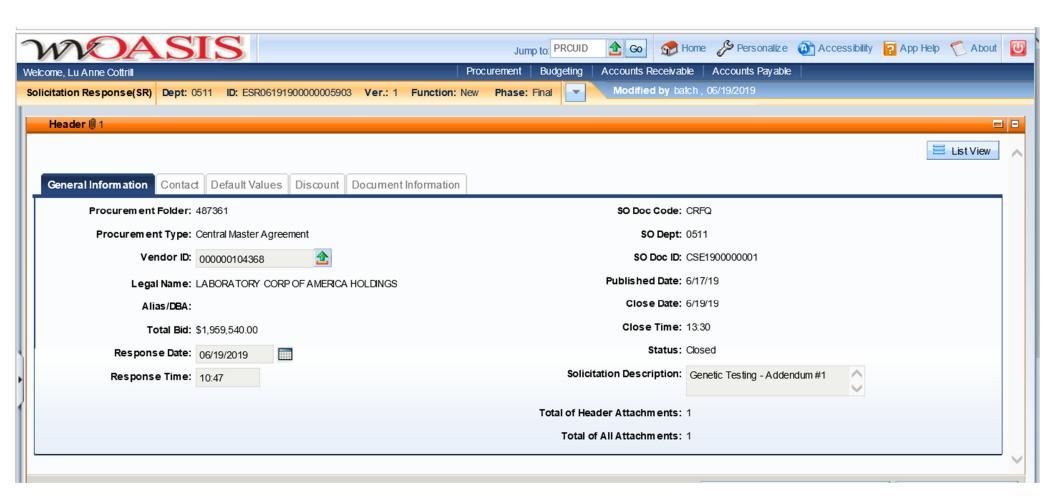
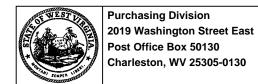


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





# State of West Virginia Solicitation Response

Proc Folder: 487361

Solicitation Description : Genetic Testing - Addendum #1

Proc Type: Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-06-19 13:30:00	SR 0511 ESR06191900000005903	1

VENDOR

000000104368

LABORATORY CORP OF AMERICA HOLDINGS

Solicitation Number: CRFQ 0511 CSE1900000001

**Total Bid:** \$1,959,540.00 **Response Date:** 2019-06-19 **Response Time:** 10:47:19

Comments:

FOR INFORMATION CONTACT THE BUYER

April E Battle (304) 558-0067 april.e.battle@wv.gov

Signature on File FEIN # DATE

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

Page: 1 FORM ID: WV-PRC-SR-001

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Buccal Swab Collection and Analysis by Vendor	8907.00000	EA	\$140.000000	\$1,246,980.00

Comm Code	Manufacturer	Specification	Model #	
85131709				

**Extended Description:** Buccal Swab Collection and Analysis by Vendor

estimated amount is 8907

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Buccal Swab Collection by BCSE/ Analysis by Vendor	8907.00000	EA	\$30.000000	\$267,210.00

Comm Code	Manufacturer	Specification	Model #	
85131709				

Buccal Swab Collection by BCSE/ Analysis by Vendor **Extended Description:** 

estimated amount is 8907

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Collection/Analysis for Special Circumstances	8907.00000	EA	\$50.000000	\$445,350.00

Comm Code	Manufacturer	Specification	Model #	
85131709				

**Extended Description:** 

Collection/Analysis for Special Circumstances e.g. Deceased Individuals, Collection/Analysis of Blood or Other Tissue Samples estimated amount is 8907





Laboratory Corporation of America Holdings (LabCorp)
1440 York Court
Burlington, NC 27215

State of West Virginia CRFQ 0511 CSE1900000001

Genetic Testing Services

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1440 York Court Extension Burlington, NC 27215 (800) 742-3944 Fax: (336) 538-6572 www.labcorp.com

June 19, 2019

April E. Battle Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

RE: CRFQ 0511 CSE 1900000001

Dear Ms. Battle:

Laboratory Corporation of America® Holdings (LabCorp) is pleased to submit this quote to provide genetic testing services to the Bureau for Child Support Enforcement (BCSE) in response to the CFRQ 0511 CSE 1900000001 Genetic Testing Services.

LabCorp is a publicly held corporation established under the laws of the State of Delaware and considers itself a good corporate citizen of the State of West Virginia in that it employs approximately 351 individuals and maintains fifteen (15) company-operated Patient Service Centers throughout the State. Any revenue generated from this contract will be credited towards the support of personnel and facilities maintained in the State of West Virginia, keeping West Virginia tax dollars in West Virginia.

LabCorp understands the needs and requirements of this Contract that mandate mastery of genetic paternity testing and all services associated with the provision of a genetic test result. We remain equipped and prepared to provide paternity testing that will benefit the BCSE with the technological, scientific, and logistical conveniences we have pioneered through collaboration with child support offices across the country.

The Contract Manager for the DNA Identification Testing Division, Antoinette Surgeon, serves as an additional point of contact for questions you may have regarding this proposal. Ms. Surgeon's contact information is:

Antoinette Surgeon, Contract Manager Direct Number: (336)436-7355 E-mail address: surgeoa@labcorp.com

We trust that the above information, as well as our proposal, will enable you to favorably evaluate the services LabCorp has to offer. I am authorized to sign this proposal and represent LabCorp in any future negotiations. If you have any questions, as the official representative for

LabCorp for this bid response and any resulting contract, my contact information is listed below. Thank you for your consideration.

Sincerely,

George C. Maha, Ph.D.

Associate Vice President and Laboratory Director

**DNA Identification Testing Division** 

1440 York Court

Burlington, North Carolina 27215

Direct Line: (336) 436-7307 Fax Number: (336) 538-6572

E-mail address: mahag@labcorp.com

#### **Required Documents**

LabCorp provides the following required documents within this Section:

- Purchasing Affidavit
- Exhibit A Pricing Page
- Addendum Acknowledgement Form
- General Terms and Conditions
- AABB Accreditation
- Ph.D. Degree(s)
- References
- Certificate of Insurance

# STATE OF WEST VIRGINIA Purchasing Division

# PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** 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 exceed 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Laboratory Corporation of America Holdings		
Authorized Signature:	Date:19 June 20	)19
State of North Carolina		
County of Alamance , to-wit:		
Taken, subscribed, and sworn to before me this 19 day of June	, 20 <u>\</u> C	7
My Commission expires , 20 21.		
NOTARY PUB	LICANTURIAN	10 11507
AFFIX SEAL HERE		lavit (Revised 01/19/2018)

Exhibit A: Pricing Page CRFQ 0511 CSE1900000	000.	103
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Exhibit A. Thung Tuge City Court Court	Rate per	Estimated total customers	Total Amount for estimated total customers
Buccal Swab Collection and Analysis by Vendor rate per customer	\$140.00 x	***************************************	\$1,246.980.00
Buccal Swab Collection by BCSE and analysis by Vendor rate per customer	S30.00 x	8907 =	\$ 222,675.00
Collection and analysis for Special Circumstances rate per customer	\$50.00 x	8907 =	\$ 445,350.00
Grand estimated total amount for estimated total customers			1,915,005.00

Laboratory Corporation of America Holdings

Vendor Name

1440 York Court, Burlington NC 27215

Vendor Address

(336) 436-7307

Vendor Phone Number

Vendor Signature

DNAContracts@labcorp.com

Vendor Email

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ 0511 CSE1900000001

**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 N	lumbers Received:			
(Check the bo	x next to each addendum recei	ved	)	
[x ]	Addendum No. 1	[	]	Addendum No. 6
[ ]	Addendum No. 2	[	]	Addendum No. 7
[ ]	Addendum No. 3	[	]	Addendum No. 8
[ ]	Addendum No. 4	[	]	Addendum No. 9
[ ]	Addendum No. 5	[	]	Addendum No. 10
further under	stand that that any verbal repre-	esen tativ	tatio	ddenda may be cause for rejection of this bid. I on made or assumed to be made during any oral and any state personnel is not binding. Only the diffications by an official addendum is binding.
		Li	aboi	Company  Lucia
		_	8	Authorized Signature

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

19 June 2019

Date

# Addendum 1 CRFQ 0511 CSE1900000001

Question 1: How will the Pricing be scored to determine lowest overall total cost? Specifically, will they be equally compared against one another or will it be weighted to reflect the actual draw volumes for each specimen collection scenario?

Answer 1: Per Section 5.1 - The contract will be awarded to the lowest bid by the vendor meeting mandatory specification. Costs will be equally compared amongst all vendors and not weighted.

Question 2: Section 4.1.19-states that the vendor shall ensure pickup within 24 hours of request, overnight delivery to the Vendor, and prevent said samples from becoming outdate or contaminated. In more remote locations or if samples are collected later in the day, it is often problematic to ship samples on the day they are collected if the scheduled pick up time has passed. Please consider extending this to 48 hours as well as 2nd day delivery. Second day delivery does not impact the integrity of the sample and will allow for a more cost effective solution for any vendor. The samples are viable indefinitely and would not be outdated or contaminated due to these suggested changes. The collector would ensure that an intact chain of custody was maintained at all times.

Answer 2: The agency is fine with 48 hours and 2<sup>nd</sup> day delivery as long as the sample does not become outdated or contaminated.

Question 3: Is the PhD degree needed from only the laboratory director or all holders of a PhD?

Answer 3: Per Section 3.3 the director and 2 staff are to be PHD holders.

Question 4: Can the West Virginia Purchasing Division confirm that only the following documents need to be submitted as part of a submission:

- 1. Purchasing Affidavit -
- 2. Exhibit A Pricing Page
- 3. Addendum Acknowledgement Form
- 4. General Terms and Conditions
- 5. AABB Accreditation
- 6. Ph.D. Degree(s)
- 7. References

#### Answer 4:

- 1. Purchasing Affidavit Should be submitted with bid but must be submitted prior to award.
- 2. Exhibit A Pricing Page Must be submitted with the bid.
- 3. Addendum Acknowledgement Form Should be submitted with bid but must be submitted prior to award
- 4. General Terms and Conditions Certification and Signature page must be submitted with the bid.
- 5. AABB Accreditation Should be submitted with bid but must be submitted prior to award.

6. Ph.D. Degree(s) - Should be submitted with bid but must be submitted prior to award.

7. References – Should be submitted with bid but must be submitted prior to award.

**Question 5**: Please provide the number of samples/individuals that were collected by the Vendor within the last year.

Answer 5: 1,282 samples

Question 6: Please provide the number of samples/individuals that were collector by BCSE within the last year.

Answer 6: 1,898 samples

Question 7: Please provide the number of samples/individuals that were special circumstances within the last year.

Answer 7: None

Question 8: What information will be provided in the bid opening?

Answer 8: At the bid opening, all bids are opened and read aloud.

Question 9: Will the State accept being a certificate holder instead of an additional insured?

Answer 9: As per section 8 (Insurance) of the terms and conditions, the agency must be listed as an additional insured on each policy. The director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies of the Director finds that doing so is in the State's best interest.

Question 10: Does the State require a point by point response to the Specifications within the RFQ?

**Answer 10**: The contract will be awarded to the lowest bid by the vendor meeting mandatory specifications. It does not require a point by point response.

Question 11: Section 4.1.13

How is the electronic certification provided currently? Is there a standard form that is used? If so please provide a copy.

**Answer 11:** It is currently available on vendors website or it is emailed to agency as per Section 4.1.17 There is not a standard form.

Question 12: Section 4.1.24.1 & 4.1.24.2

Can the State provide information why two reports are necessary? Is this the current process?

Answer 12: The reports listed in 4.1.24.1 and 4.1.24.2 are 2 different reports. Yes, this is the current process.

Question 13: Section 4.1.25

Can the State provide the current collection schedule for the collections that occur at the DHHS sites?

Answer 13: The vendor does not collect genetic samples at the DHHR offices. The vendor is responsible for arranging a collection site, separate from the DHHR offices, in each county where a DHHR office is located. The vendor is responsible for providing a schedule for collections one day per week at each collection site.

Question 14: Can the vendor bill for individuals whose cases do not become complete within thirty (30) days of testing, i.e. partial cases?

Answer 14: Yes. No time frame given.

Question 15: Section 41. Background Check Can the State confirm if the specimen collectors who will be required to collect at the DHHR offices will be required to complete the Background Check?

Answer 15: Background checks are not required as vendor does not collect genetic samples at DHHR Offices. The vendor is responsible for arranging a collection site, separate from the DHHR offices, in each county where a DHHR office is located. The vendor is responsible for providing a schedule for collections one day per week at each collection site.

#### GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
- 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
- 2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.
- 2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- **2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- 2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
- 2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
- 2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- 2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:
✓ Term Contract
Initial Contract Term: Initial Contract Term: This Contract becomes effective on and extends for a period of one (1) year(s).
Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to two (2) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)
Alternate Renewal Term – This contract may be renewed for successive year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)
<b>Delivery Order Limitations:</b> In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.
Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed withindays.
Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for year(s) thereafter.
One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
Other: See attached.

Revised 01/24/2019

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
☐ Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.
Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.
In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.
MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
✓ LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.  ✓ AABB Certification
☑ Copy of degree for the Ph.D.
The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

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

Vendor must maintain:	
Commercial General Liability Insurance in at least an amount of: 1,000,000 occurrence.	
Automobile Liability Insurance in at least an amount of:	_per occurrence.
Professional/Malpractice/Errors and Omission Insurance in at least an amount per occurrence.	unt of:
Commercial Crime and Third Party Fidelity Insurance in an amount of: per occurrence.	
Cyber Liability Insurance in an amount of:	per occurrence.
Builders Risk Insurance in an amount equal to 100% of the amount of the Cor	ntract.
Pollution Insurance in an amount of: per occurrence.	
Aircraft Liability in an amount of: per occurrence.	
Property Damage: Minimum of \$1,000,000 per occurrence	
Professional Liability: Minimum of \$1,000,000 per occurrence	
Acts, Errors and Omissions: Minimum of \$1,000,000 per occurrence	

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

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

#### 10. [Reserved]

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

n/a fo	r n/a
Liquidated Damages Contained in th	e Specifications

- 12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
- 13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.
- 14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

- 16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- 18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.
- 20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
  - SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.
- 23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

- 24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.
- 28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <a href="http://www.state.wv.us/admin/purchase/privacy/default.html">http://www.state.wv.us/admin/purchase/privacy/default.html</a>.

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

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

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

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

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

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

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

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

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

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

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

- 37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- following reports identified by a checked box below:

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

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

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 01/24/2019

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- 42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
  - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
  - b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  - c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  - d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.
- 43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

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

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

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

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Antoinette Surgeon, Contract Manager	
(Name, Title)	
Laboratory Coporation of America Holdings	
(Printed Name and Title)	
1440 York Court, Burlington NC 27215	
(Address) (336) 436-7355/(336) 570-9750	
(Phone Number) / (Fax Number) surgeoa@labcorp.com /DNAContracts@labcorp.com	
(email address)	

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

Laboratory Corporation of America Holdings

(Company)

(Authorized Signature) (Representative Name, Title)

George C. Maha, Associate Vice President
(Printed Name and Title of Authorized Representative)

19 June 2019
(Date)

(336) 436-7307/(336) 570-9750

(Phone Number) (Fax Number)

# **BB** Accreditation

LabCorp - Burlington

having been assessed by AABB, has been found to meet the requirements of applicable Standards of this organization and therefore is granted this

# CERTIFICATE OF ACCREDITATION

for the following activities:

Relationship Testing Activities

In Witness whereof the undersigned, being duly authorized, have caused this Certificate to be issued and the AABB Corporate Seal to be affixed.

*Effective Dates*July 01, 2019 – June 30, 2021

BB Est. 1947

President, AABB

M. le ( lupho

Danill J. Truip MD

Chair, Accreditation Program Committee



By authority of the Board of Trustees of the

# UNIVERSELECTIVE SELECTIVE SELECTIVE

and upon recommendation of the Senate at Urbana - Champaign

# George Christopher Maha

has been admitted to the Degree of

# Doctor of Philosophy

and is entitled to all rights and honors thereto appertaining Witness the Seal of the University and the signatures of its Officers this fifteenth day of October, nineleen hundred eighty-two.

President of the Board of Trustees

Cally. Vol 83

John 2°

Chancellar

# On the namination of the Faculty and as authorized by law.

On the nomination of the Faculty and as authorized by law, Utah State University has conferred on

Eric Michael O'Neill the degree of

# Dactor of Philosophy

in Viology

together with all the honors, rights privileges and responsibilities pertaining thereto. Given at Logan in the state of Utah the second day of May in the year of our Lord two thousand-nine and the University's one hundred twenty first year.

Chairman of the Utah State Board of Regents

Commissioner of Higher Education

Chairman of the Board of Trustees

Sten I alburcht

President of the University

# Conisiana State University

and

Agricultural and Mechanical College

Health Sciences Center On the nomination of the Faculty of the

School of Graduate Studies

has conferred upon

Megan Shaffer Austin

the degree of

Doctor of Philosophy

with all the Honors, Rights, and Privileges to that degree appertaining. In Testimony Whereof, the seal of the University and the signatures as authorized by the Board of Supervisors are hereunto affixed. Given at Shreveport,

Houssiana, August ninth, two thousand.

Charles & Deems &

Mi

Chancellor

Oreph M. Moerschbacher

# Embe Cinimesita

The Fuenty and Crustees in recognition of the successful completion of the course of study required by the

> Graduate School have conferred on

Gary Michael Stuhlmiller

the degree of

Doctor of Philosophy

Given at Burham in the State of North Carolina this first day of September, one thousand nine hundred and seventy-six.

Chairman of Maner of Trusters

John Ca Kanner



Cerry Landord
Howard of the University

Rufeer H. Powell II

# The University of Cexas Health Science Center at Houston Graduate School of Biomedical Sciences

in collaboration with

# M. B. Anderson Cancer Center

Be it known that

Melanie Michelle Sohocki

having performed original research in the area of Human and Molecular Genetics and having completed the prescribed course of study has been admitted to the degree of

Anctor of Philosophy

with all the rights, privileges, and responsibilities pertaining to that degree. Issued by the Board of Regents upon recommendation of the Faculty. Witness the seal of the University and the signatures the eighth day of May, A. D. nineteen hundred and ninety-nine.

President Che University of Texas Health Science Center at Housion

# The University of Michigan to all who may read these letters, Greetings:

Hereby it is certified that upon the recommendation of The Horace H. Nackham School of Graduate Studies

The Regents of The University of Michigan have conferred upon

Karl-Hans Wurzinger

in recognition of the satisfactory fulfillment of the prescribed requirements the degree of

### Doctor of Philosophy (Zoology)

with all the rights, privileges, and honors thereto pertaining here and elsewhere.

Dated at Ann Arbor, Michigan this thenty-fourth day of August, nineteen hundred and eighty

Harold T Shapiro P. J. Kennedy

# PRINCIPALLY OF SOUTH FURTHER HAS conferred on

### Michael Wayne Schmiederer

the degree of

### Doctor of Philosophy

Medical Sciences Microbiology and Immunulogy

tugether with all the rights, privileges and honors appertaining thereto in consideration of the satisfactory completion of the course prescribed by the Naculty of the

## College of Medicine

In Milness Chereof the undersigned have affixed their names and the seal of the University at Anapa, Alorida, this third day of May, 2002.

Allbrin of the Flourth of Moratees

There soul of the University

Jacop van Loveren Mo

Durance Smith Bens, Other of Gradunde, Studies

1440 York Court Burlington, NC 27215 (800) 742-3944 Fax: (336) 538-6572 www.labcorp.com



LabCorp provides the following references that can speak to LabCorp's experience with genetic parentage testing services:

Name of Company: State of Maryland Department of Human Services

Contact Name: Vashti Green Phone Number: (410) 767-8805

**Annual Approximate Number of Genetic Tests: 5,400** 

Name of Company: Commonwealth of Virginia Department of Social Services

Contact Name: Donna Hilton-Heath Phone Number: (804) 736-7237

**Annual Approximate Number of Genetic Tests: 8,100** 

Name of Company: State of South Carolina Department of Social Services

Contact Name: Tim Mose Phone Number: (843) 898-9240

**Annual Approximate Number of Genetic Tests:** 7,150

Name of Company: North Carolina Division of Child Support Services

Contact Name: Carla West Phone Number: (919) 855-4405

**Annual Approximate Number of Genetic Tests: 15,000** 

Name of Company: Department of Children and Family Services/Child Support

Enforcement

Contact Name: Lydia Scales Phone Number: (225) 342-1312

**Annual Approximate Number of Genetic Tests:** 5,000

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### CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/29/2018

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 have ADDITIONAL INSURED provisions or 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 conter rights to the certificate notice in fied of such endorsement(s).						
PRODUCER	CONTACT NAME:					
Aon Risk Services Northeast, Inc. New York NY Office	PHONE (A/C, No. Ext):	(866) 283-7122	FAX (A/C. No.): (800) 363-01	.05		
one Liberty Plaza 165 Broadway, Suite 3201	E-MAIL ADDRESS:					
New York NY 10006 USA		NAIC#				
INSURED	INSURER A:	22667				
Laboratory Corporation of America	INSURER B:	Indemnity Insurance Co	of North America	43575		
Holdings & Subsidiaries 531 S Spring Street	INSURER C:	ACE Fire Underwriters	Insurance Co.	20702		
Burlington NC 27215 USA	INSURER D:	Westchester Surplus Li	nes Ins Co	10172		
	INSURER E:					
	INSURER F:					

COVERAGES	CERTIFICATE NUMBER: 570073684650	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.

Limits shown are as requeste Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL S	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	3
A	X COMMERCIAL GENERAL LIABILITY	,,,,,,,	1140	HDOG71211939	11/01/2018		EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
		1					MED EXP (Any one person)	
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	POLICY PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$1,000,000
	OTHER:							
Α	AUTOMOBILE LIABILITY			ISA H25269949	11/01/2018	11/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	X ANY AUTO	1					BODILY INJURY ( Per person)	
	OWNED SCHEDULED	1			ľ		BODILY INJURY (Per accident)	
	AUTOS ONLY AUTOS NON-OWNED						PROPERTY DAMAGE (Per accident)	
	ONLY AUTOS ONLY							
D	X UMBRELLA LIAB X OCCUR			G27524485005	11/01/2018	11/01/2019	EACH OCCURRENCE	\$3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$3,000,000
	DED RETENTION							
В	WORKERS COMPENSATION AND			WLRC65440064		11/01/2019		
Α	EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE			WLRC65439980		11/01/2019 11/01/2019	E.L. EACH ACCIDENT	\$1,000,000
С	C OFFICER/MEMBER EXCLUDED?	N/A		SCFC65440027	11/01/2016	11/01/2019	E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	E&O-PL-Primary			HDCG71211976 Claims Made	11/01/2018	11/01/2019	Each Incident Aggregate	\$1,000,000 \$3,000,000
l		ļ					·	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of Insurance.

ERTIFICATE HOLDER	CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Laboratory Corporation of America Holdings & Subsidiaries 531 South Spring Street Burlington NC 27215 USA

AUTHORIZED REPRESENTATIVE

Aon Pisk Services Northeast, Inc.