



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.

Header 6

**General Information** | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#) | [Clarification Request](#)

Procurement Folder: 1028510

Procurement Type: Central Master Agreement

Vendor ID:

Legal Name: LABORATORY CORP OF AMERICA HOLDINGS

Alias/DBA:

Total Bid: \$44,108.00

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0506

SO Doc ID: EPS2200000001

Published Date: 4/20/22

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Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 6

Total of All Attachments: 6



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

State of West Virginia  
Solicitation Response

**Proc Folder:** 1028510  
**Solicitation Description:** CLINICAL LABORATORY TESTING FOR TUBERCULOSIS PATIENTS  
**Proc Type:** Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2022-05-04 13:30	SR 0506 ESR05012200000006813	1

**VENDOR**  
000000104368  
LABORATORY CORP OF AMERICA HOLDINGS

**Solicitation Number:** CRFQ 0506 EPS2200000001

**Total Bid:** 44108

**Response Date:** 2022-05-01

**Response Time:** 13:23:22

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**

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

<b>Vendor</b>		
<b>Signature X</b>	<b>FEIN#</b>	<b>DATE</b>

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Basic Metabolic Panel	20.00000	EA	2.600000	52.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Commodity Line Comments: Testing quote

Extended Description:  
Basic Metabolic Panel

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Complete Metabolic Panel	275.00000	EA	3.000000	825.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Commodity Line Comments: Testing quote

Extended Description:  
Complete Metabolic Panel

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Hepatic Function Panel	250.00000	EA	2.600000	650.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Commodity Line Comments: Testing quote

Extended Description:  
Hepatic Function Panel

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Renal Function Panel	10.00000	EA	2.800000	28.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Commodity Line Comments: Testing quote

Extended Description:  
Renal Function Panel

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	CBC with Diff	250.00000	EA	3.000000	750.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Commodity Line Comments: Testing quote

Extended Description:  
CBC with Diff



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Albumin	10.00000	EA	2.000000	20.00

Comm Code	Manufacturer	Specification	Model #
85111504			

**Commodity Line Comments:** Testing quote

**Extended Description:**

Albumin

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Amylase	10.00000	EA	3.000000	30.00

Comm Code	Manufacturer	Specification	Model #
85111504			

**Commodity Line Comments:** Testing quote

**Extended Description:**

Amylase

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Lypase	10.00000	EA	3.000000	30.00

Comm Code	Manufacturer	Specification	Model #
85111504			

**Commodity Line Comments:** Testing quote

**Extended Description:**

Lypase

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Creatinine	10.00000	EA	2.000000	20.00

Comm Code	Manufacturer	Specification	Model #
85111504			

**Commodity Line Comments:** Testing quote

**Extended Description:**

Creatinine

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	hcG, Beta subunit, Qual (serum pregnancy)	50.00000	EA	5.000000	250.00

Comm Code	Manufacturer	Specification	Model #
85111504			

**Commodity Line Comments:** Testing quote

**Extended Description:**

hcG, Beta subunit, Qual (serum pregnancy)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Hep B surface antibody	250.00000	EA	8.000000	2000.00

Comm Code	Manufacturer	Specification	Model #
85111504			

**Commodity Line Comments:** Testing quote

**Extended Description:**

Hep B surface antibody

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Hep B surface antigen	250.00000	EA	9.000000	2250.00

Comm Code	Manufacturer	Specification	Model #
85111504			

**Commodity Line Comments:** Testing quote

**Extended Description:**

Hep B surface antigen

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	HBsAg confirmation	50.00000	EA	9.000000	450.00

Comm Code	Manufacturer	Specification	Model #
85111504			

**Commodity Line Comments:** Testing quote

**Extended Description:**

HBsAg confirmation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	HCV Ab w/Rflx to Quant RT-PCR	250.00000	EA	10.000000	2500.00

Comm Code	Manufacturer	Specification	Model #
85111504			

**Commodity Line Comments:** Testing quote

**Extended Description:**

HCV Ab w/Rflx to Quant RT-PCR

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	HCV RNA by PCR, Quantitative	50.00000	EA	129.000000	6450.00

Comm Code	Manufacturer	Specification	Model #
85111504			

**Commodity Line Comments:** Testing quote

**Extended Description:**

HCV RNA by PCR, Quantitative

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	HIV-1/0/2, 4th generation	50.00000	EA	10.000000	500.00

Comm Code	Manufacturer	Specification	Model #
85111504			

**Commodity Line Comments:** Testing quote

**Extended Description:**

HIV-1/0/2, 4th generation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	HIV RNA Qualitative	10.00000	EA	300.000000	3000.00

Comm Code	Manufacturer	Specification	Model #
85111504			

**Commodity Line Comments:** Testing quote

**Extended Description:**

HIV RNA Qualitative

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	TSH, 3rd generation	10.00000	EA	3.000000	30.00

Comm Code	Manufacturer	Specification	Model #
85111504			

**Commodity Line Comments:** Testing quote

**Extended Description:**

TSH, 3rd generation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	Uric Acid	10.00000	EA	2.000000	20.00

Comm Code	Manufacturer	Specification	Model #
85111504			

**Commodity Line Comments:** Testing quote

**Extended Description:**

Uric Acid

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	T-SPOT TB Test	300.00000	EA	60.000000	18000.00

Comm Code	Manufacturer	Specification	Model #
85111504			

**Commodity Line Comments:** Labcorp offers QuantiFERON-TB Gold Plus for TB Testing.  
Please refer to attachment titled as follows: 2. QuantiFERON-TB Gold Plus.

Extended Description:  
T-SPOT TB Test

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	QuantiFERON-TB Gold Plus	50.00000	EA	60.000000	3000.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Commodity Line Comments: Labcorp offers QuantiFERON-TB Gold Plus for TB Testing.  
Please refer to attachment titled as follows: 2. QuantiFERON-TB Gold Plus.

Extended Description:  
QuantiFERON-TB Gold Plus

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	Drug Level - Rifampin	10.00000	EA	75.000000	750.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Commodity Line Comments: Testing quote

Extended Description:  
Drug Level - Rifampin

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	Drug Level-Isoniazid	10.00000	EA	50.000000	500.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Commodity Line Comments: Testing quote

Extended Description:  
Drug Level-Isoniazid

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	Drug Level-Pyrazinamide	10.00000	EA	100.000000	1000.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Commodity Line Comments: Testing quote

Extended Description:  
Drug Level-Pyrazinamide

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	Drug Level-Ethambutol	10.00000	EA	100.000000	1000.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Commodity Line Comments: Testing quote

Extended Description:

Drug Level-Ethambutol

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
26	Phlebotomy Services	1.00000	EA	3.000000	3.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Commodity Line Comments: Testing quote

Extended Description:

Phlebotomy Services



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

State of West Virginia  
Centralized Request for Quote  
Laboratory

<b>Proc Folder:</b> 1011021			<b>Reason for Modification:</b>
<b>Doc Description:</b> CLINICAL LABORATORY TESTING FOR TUBERCULOSIS PATIENTS			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-03-07	2022-03-24 13:30	CRFQ 0506 EHP2200000003	1

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :**

**Address :**

**Street :**

**City :**

**State :**

**Country :**

**Zip :**

**Principal Contact :**

**Vendor Contact Phone:**

**Extension:**

**FOR INFORMATION CONTACT THE BUYER**

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

**Vendor  
Signature X**

**FEIN#**

**DATE**

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

**ADDITIONAL INFORMATION**

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

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Basic Metabolic Panel	20.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85111504			

**Extended Description:**  
Basic Metabolic Panel

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Complete Metabolic Panel	275.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85111504			

**Extended Description:**  
Complete Metabolic Panel

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Hepatic Function Panel	250.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85111504			

**Extended Description:**

Hepatic Function Panel

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Renal Function Panel	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85111504			

**Extended Description:**

Renal Function Panel



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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	CBC with Diff	250.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85111504			

**Extended Description:**

CBC with Diff

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Albumin	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85111504			

**Extended Description:**

Albumin

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Amylase	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85111504			

**Extended Description:**

Amylase

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Lypase	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85111504			

**Extended Description:**

Lypase

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Creatinine	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85111504			

**Extended Description:**

Creatinine

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	hcG, Beta subunit, Qual (serum pregnancy)	50.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85111504			

**Extended Description:**

hcG, Beta subunit, Qual (serum pregnancy)

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Hep B surface antibody	250.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85111504			

**Extended Description:**

Hep B surface antibody

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Hep B surface antigen	250.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85111504			

**Extended Description:**

Hep B surface antigen

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	HCV Ab w/Rflx to Quant RT-PCR	250.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85111504			

**Extended Description:**  
HCV Ab w/Rflx to Quant RT-PCR

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	HIV-1/0/2, 4th generation	50.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85111504			

**Extended Description:**  
HIV-1/0/2, 4th generation

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	TSH, 3rd generation	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85111504			

**Extended Description:**

TSH, 3rd generation

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Uric acid	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85111504			

**Extended Description:**

Uric acid

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	T-SPOT TB Test	300.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85111504			

**Extended Description:**  
T-SPOT TB Test

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	QuantiFERON-TB Gold plus	50.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85111504			

**Extended Description:**  
QuantiFERON-TB Gold plus

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	Drug Level - Rifampin	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85111504			

**Extended Description:**  
Drug Level - Rifampin

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Drug Level - Isoniazid	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85111504			

**Extended Description:**  
Drug Level - Isoniazid



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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	Drug Level - Pyrazinamide	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85111504			

**Extended Description:**  
Drug Level - Pyrazinamide

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	Drug Level - Ethambutol	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85111504			

**Extended Description:**  
Drug Level - Ethambutol

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	Phlebotomy Services	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85111504			

**Extended Description:**  
Phlebotomy Services

SCHEDULE OF EVENTS
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<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	VENDOR QUESTION DEADLINE	2022-03-14

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time: All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: March 14, 2022 at 10:00 AM ET

Submit Questions to: Crystal Hustead  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-3970  
Email: [Crystal.G.Hustead@wv.gov](mailto:Crystal.G.Hustead@wv.gov)

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:  
BUYER: Crystal Hustead  
SOLICITATION NO.: CRFQ EHP2200000003  
BID OPENING DATE: March 24, 2022  
BID OPENING TIME: 1:30 PM ET  
FAX NUMBER: 304-558-3970

Revised 02/08/2022

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to a Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: March 24, 2022 at 1:30 PM ET

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference



for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. 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.

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award.

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.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

**24. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

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## **GENERAL TERMS AND CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

☒ **Term Contract**

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

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

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

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that 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:** Contract Term specified in \_\_\_\_\_  
Revised 02/08/2022

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

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

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

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

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

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

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

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

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

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

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

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

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

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

☐☐☐☐

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

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

Vendor must maintain:

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

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

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

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

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

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

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

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

☒ **\*\*\*STATE OF WEST VIRGINIA MUST BE LISTED AS ADDITIONAL INSURED ON INSURANCE CERTIFICATE**

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

☐☐

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

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

**10. [Reserved]**

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

☐ \_\_\_\_\_ for \_\_\_\_\_.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revised 02/08/2022

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

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

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

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

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

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

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



**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.

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(Name, Title)

[Sherry L. Thomas, Associate Vice President, Manager](#)

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(Printed Name and Title)

[6370 Wilcox Road, Dublin, Ohio 43016](#)

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(Address)

[614-215-8284](#)

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(Phone Number) / (Fax Number)

[Thomas2@Labcorp.com](#)

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(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.

*By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.*

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[Laboratory Corporation of America Holdings \("Labcorp"\)](#)

(Company)

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(Authorized Signature) (Representative Name, Title)

[Sherry L. Thomas, Associate Vice President, Manager](#)

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(Printed Name and Title of Authorized Representative)

[March 24, 2022](#)

---

(Date)

[614-215-8284](#)    [614-889-2425](#)

---

(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ EHP22000000003**

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 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.

Laboratory Corporation of America Holdings  
Company

\_\_\_\_\_  
Authorized Signature

March 24, 2022  
Date

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

**REQUEST FOR QUOTATION**  
**CRFQ EHP2200000003**  
**Clinical Laboratory Testing for Tuberculosis Patients**

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Health and Human Resources, Bureau for Public Health, Office of Epidemiology and Prevention Services to establish an open-end (1) year contract with 3 renewals for laboratory testing services to screen for and provide clinical monitoring of treatment for tuberculosis.

**NOTE:** The contract awarded as a result of this solicitation may be funded in whole or in part with Federal Funds and thus this solicitation and its resulting awarded contract are subject to the requirements of Attachment 1: Provisions Required for Federally Funded Procurements. All bidders are required to acknowledge and adhere to Attachment 1 “Federal Funds Addendum.”

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

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

- 2.1 “Contract Item” or “Contract Items”** means laboratory tests listed in Section 4.1 below and on the Pricing Pages.
- 2.2 “Pricing Pages”** means the pages, contained in wvOASIS, upon which the Vendor should list its proposed price for Contract Services.
- 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

- 3. QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications and proof should be submitted prior to award:

- 3.1** Vendor must be accredited by the Clinical Laboratory Improvements Act/Amendments (CLIA).
- 3.2** Vendor must be accredited by the College of American Pathologist (CAP) to perform IGRA blood testing services.



**REQUEST FOR QUOTATION**  
**CRFQ EHP2200000003**  
**Clinical Laboratory Testing for Tuberculosis Patients**

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3.3 Vendor shall provide current copies of CLIA and CAP certificates. The vendor shall maintain ongoing certification by CLIA and CAP and provide copies of certificates upon any renewals which occur during the contract period.

**4. GENERAL REQUIREMENTS:**

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

**Labcorp Response:** Labcorp can comply.

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

**Labcorp Response:** Labcorp can comply.

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

**Labcorp Response:** Labcorp can comply.

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

**Labcorp Response:** Labcorp can comply.

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

**Labcorp Response:** Labcorp can comply.

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

**Labcorp Response:** Labcorp can comply. Please refer to attached accreditation certificate copies.

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

**Labcorp Response:** Labcorp can comply.

4.1.7 Vendor shall maintain compliance with CLIA regulations regarding quality control and quality assurance, including documentation of the vendor's proficiency testing program.

The vendor shall provide all such documentation to BPH or facilities upon request

**Labcorp Response:** Labcorp can comply.

4.1.8 Vendor shall maintain stored lab results for quality assurance monitoring and assessment of laboratory services for the current time periods mandated by regulatory bodies CAP and CLIA.

**Labcorp Response:** Labcorp can comply.

4.1.9 Vendor shall maintain all specimen and report data in electronic format including the total number of tests performed on a daily, monthly, and annual basis by individual testing category.

**Labcorp Response:** Labcorp can comply.

4.1.10 Vendor shall provide all such comprehensive or individual facility statistical reports to BPH, or individual facility upon request.

**Labcorp Response:** Labcorp can comply.

4.1.11 Vendor shall provide the facilities on an on-going basis with the name, address, and telephone number of their account representatives. Vendor shall also provide access to a phone customer service line for the purpose of responding to facility inquiries that require technical or professional support.

**Labcorp Response:** Labcorp can comply. Labcorp provides support through its various customer service departments. These departments are staffed with dedicated, trained and responsive personnel who can assist with questions or requests 24 hours a day, 7 days a week, and 365 days a year for inquiries that require technical or professional support.

**Customer Service Phone Numbers:**

Customer Service, Technical Information and Pathology – 800-321-3862

EDI Helpdesk – 800-472-4576

Hospital Customer Service line – 866-235-2291

4.1.12 Vendor shall provide a set fee for phlebotomy services to be provided at the facilities. When, and/or if, a phlebotomist is needed, the facility will contact the vendor for the provision of services pursuant to the fee quoted.

Phlebotomy services may be provided onsite at the facility or at a vendor facility. Please note: all travel expenses, if any must be included in the fee as an all-inclusive rate.

**Labcorp Response:** Labcorp can comply. Please refer to attached document titled, Labcorp Price Proposal.

4.1.13 Vendor shall assume responsibility and liability for examining, interpreting, and reporting results of all specimens.

**Labcorp Response:** Labcorp can comply.

4.1.14 Vendor shall provide the facilities with written instructions regarding patient preparation, proper specimen collection, specimen identification, specimen preservation, and specimen transport.

Labcorp Response: Labcorp can comply.

4.1.15 Vendor will supply on-site training of facility staff as needed.

Labcorp Response: Labcorp can comply.

4.1.16 Vendor must provide the facilities all supplies and materials necessary for collection and transport of specimens for testing. This includes vacutainers, tubes, needles, preservatives, sterile urine cups, packaging material, mailers needed to return the tests.

Labcorp Response: Labcorp shall comply. Labcorp provides, at no additional charge, all supplies, items, and devices necessary to ensure specimen integrity as allowed by applicable law or regulation and consistent with Labcorp policy. Such supplies, items, and devices are to be used solely to collect, transport, process, or store specimens to be submitted to Labcorp for testing.

4.1.17 Vendor testing must use Food Drug Administration (FDA) approved testing.

Labcorp Response: Labcorp can comply.

4.1.18 Vendor must report blood testing results to the health departments (Exhibit B) within 36-72 hours after receipt of specimens.

Labcorp Response: Labcorp turnaround time for routine testing is typically 24 hours. Esoteric and reflex testing, may require more time.

4.1.19 A list of the type and estimated quantity of tests, profiles, screens, and cultures required by the facilities are attached as Exhibit A. This exhibit represents the

most commonly required and/or requested tests and will be utilized for evaluation purposes.

4.1.20 This will be an open end contract. Quantities listed in the exhibits are estimates only. Actual amounts will vary depending on the needs of the facilities whether those need are greater or less than the quantities listed.

Labcorp Response: Labcorp has read and understands the above requirements.

## 5. CONTRACT AWARD:

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

Labcorp Response: Labcorp has read and understands the above requirement.

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

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

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

Labcorp Response: Labcorp can comply.

## **6. ORDERING AND PAYMENT:**

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

Labcorp Response: Labcorp can comply.

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

Labcorp Response: Labcorp can comply.

## **7. DELIVERY AND RETURN:**

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

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

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

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

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

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

Labcorp Response: Labcorp provides reference laboratory testing services, not a product, as such, the above items 7.1. - 7.5. would not be applicable.

## **8. VENDOR DEFAULT:**

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

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

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

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

**8.1.4** Failure to remedy deficient performance upon request.

Labcorp Response: Labcorp has read and understands the above requirements.

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

**8.2.1** Immediate cancellation of the Contract.

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

**8.2.3** Any other remedies available in law or equity.

**Labcorp Response:** This agreement may be terminated by either party, with or without cause, at any time, by giving the other party a 30-day prior written notice.

## **9. MISCELLANEOUS:**

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

**Labcorp Response:** Labcorp can comply.

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

**Labcorp Response:** Labcorp can comply. During the performance of this contract, it is possible that vendor delays may exist, due to pandemic supply delivery issues/shortages.

**9.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and the 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.

**Labcorp Response:** Labcorp can comply.

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

**Contract Manager:** Sherry L. Thomas

**Telephone Number:** 614-932-5228

**Fax Number:** 614-889-2425

**Email Address:** Thomas2@Labcorp.com



Exhibit A - List of tests and estimated quantities

Name of Test	Estimated # per year	Labcorp Test Code	Labcorp Proposed Price	Labcorp Test Description
Basic Metabolic Panel	20	322758	\$2.60	Basic Metabolic Panel (8)
Complete Metabolic Panel	275	322000	\$3.00	Comp. Metabolic Panel (14)
Hepatic Function Panel	250	322755	\$2.60	Hepatic Function Panel (7)
Renal Function Panel	Less than 10	322777	\$2.80	Renal Panel (10)
CBC with Diff	250	005009	\$3.00	CBC With Differential/Platelet
Albumin	Less than 10	001081	\$2.00	Albumin
Amylase	Less than 10	001396	\$3.00	Amylase
Lypase	Less than 10	001404	\$3.00	Lipase
Creatinine	Less than 10	001370	\$2.00	Creatinine
hcG, Beta subunit, Qual (serum pregnancy)	50	004556	\$5.00	hCG, Beta Subunit, Qual
Hep B surface antibody	250	006395	\$8.00	Hep B Surface Ab
Hep B surface antigen	250	006510	\$9.00	HBsAg Screen
HCV Ab w/Rflx to Quant RT-PCR	250	144050	\$10.00	HCV Antibody RFX to Quant PCR
HIV-1/0/2, 4 <sup>th</sup> generation	50	083935	\$10.00	HIV Ag/Ab with Reflex
TSH, 3 <sup>rd</sup> generation	Less than 10	004259	\$3.00	TSH
Uric acid	Less than 10	001057	\$2.00	Uric Acid
T-SPOT .TB Test	300	182879	\$60.00	QuantiFERON-TB Gold Plus
QuantiFERON-TB Gold plus	50	182879	\$60.00	QuantiFERON-TB Gold Plus
Drug Level - Rifampin	Less than 10	809675	\$75.00	Rifampin (Rifadin)
Drug Level - Isoniazid	Less than 10	808376	\$50.00	Isoniazid (INH)
Drug Level - Pyrazinamide	Less than 10	081712	\$100.00	Pyrazinamide, GC/MS
Drug Level - Ethambutol	Less than 10	081732	\$100.00	Ethambutol, GC/MS
Phlebotomy Services	1	996660	\$3.00	Drawing Fee

**PLEASE NOTE:** Labcorp TB test offering is QuantiFERON-TB Gold Plus. Please refer to attached document titled, **QuantiFERON-TB Gold Plus**.

Additional charges for confirmations and/or reflex testing may apply, based on specific test ordered. If you have questions related to confirmatory/reflex testing, please contact one of our technical customer service call centers or refer to the Labcorp website at [www.Labcorp.com](http://www.Labcorp.com) or our Labcorp Directory of Services and Interpretive Guide for details.

Labcorp has attempted to match a test code to each test or profile identified in this bid based on the written test descriptions, associated CPT® and/or performing laboratory test code(s) provided. If the specific test code is used in ordering the test, the price quoted will be in effect. If Labcorp has assigned an inaccurate test code due to its misunderstanding of your test description, or if the test configurations do not meet your needs for any reason, please contact your Labcorp sales representative or account manager immediately. We will review the test requirements and, if necessary, assign a more appropriate test code at a mutually agreeable price. For tests identified with a comment of, "Soft Match," please note that no exact test code match exists as of date of proposal, and Labcorp has provided the closest alternative test code for your review.

Exhibit B - Local Health Department Facility Information

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



Exhibit B - Local Health Department Facility Information

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

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Updated 8.23.21

Labcorp Response: Under this arrangement, Labcorp would not function as a business associate, but as a covered entity. Therefore, a Business Associate Agreement would not be necessary.

## WV STATE GOVERNMENT

### HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
  - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
  - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
  - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
  - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

## 2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.



### 3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
  - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
  - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
  - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
  - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

**f. Support of Individual Rights.**

- i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:
  - the date of disclosure;
  - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
  - a brief description of the PHI disclosed; and
  - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at [www.state.wv.us/admin/purchase/vrc/agencyli.htm](http://www.state.wv.us/admin/purchase/vrc/agencyli.htm) and,



unless otherwise directed by the Agency in writing, the Office of Technology at [incident@wv.gov](mailto:incident@wv.gov) or <https://apps.wv.gov/ot/ir/Default.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

- m. **Assistance in Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is named as an adverse party.

#### 4. Addendum Administration.

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

#### 5. General Provisions/Ownership of PHI.

- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.



APPROVED AS TO FORM THIS 26th  
DAY OF Jan 20 13  
BY Patrick Morrisey  
Attorney General

AGREED:

Name of Agency:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Associate:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate:

Name of Agency: WV DHHR /

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

**Personal Identifiable Information** – Any and all personal identifiable information including but not limited to patient name, address, date of birth, social security number, telephone number, and insurance information.

**FEDERAL FUNDS ADDENDUM**

2 C.F.R. §§ 200.317 – 200.327

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

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

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

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

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

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

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

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

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

## **FEDERAL FUNDS ADDENDUM**

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

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

**1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:  
(2 C.F.R. § 200.321)**

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

**2. DOMESTIC PREFERENCES:  
(2 C.F.R. § 200.322)**

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

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

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

c. Definitions: For purposes of this section:

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

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

**3. BREACH OF CONTRACT REMEDIES AND PENALTIES:**

(2 C.F.R. § 200.327 and Appendix II)

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

**4. TERMINATION FOR CAUSE AND CONVENIENCE:**

(2 C.F.R. § 200.327 and Appendix II)

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

**5. EQUAL EMPLOYMENT OPPORTUNITY:**

(2 C.F.R. § 200.327 and Appendix II)

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

**6. DAVIS-BACON WAGE RATES:**

(2 C.F.R. § 200.327 and Appendix II)



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**13. PROCUREMENT OF RECOVERED MATERIALS**  
(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the



Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

State of West Virginia

Vendor Name:

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

W. Va. CSR § 148-1-5

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

5.2. Contract Cancellation.

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

5.2.1.a. The vendor agrees to the cancellation;

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

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

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

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

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

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

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

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

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

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

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

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

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

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

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

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

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

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

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

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

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

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

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

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



5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

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

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

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

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

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

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

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



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

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

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

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

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

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

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

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the

same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party status will be presumed to be a related party subject to debarment.

#### 5.6. Damages.

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

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

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

#### **Credits**

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

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

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

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End of Document

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Government Works.

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

Prevailing Wage Determination

☒ – Not Applicable Because Contract Not for Construction

☐ – Federal Prevailing Wage Determination on Next Page

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party"* or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Tele/Fone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); web site: [www.et/jics.wv.gov](http://www.et/jics.wv.gov).*

**West Virginia Ethics Commission**  
**Disclosure of Interested Parties to Contracts**  
(Required by W. Va. Code § 6D-1-2)

Contracting business entity: Laboratory Corporation of America Holdings

Address: 531 South Spring Street, Burlington, North Carolina 27215

Contracting business entity's authorized agent: Sherry L. Thomas

Address: 6370 Wilcox Road, Dublin, Ohio 43016

Number or title of contract: WV CRFQ EHP2200000001

Type or description of contract: Reference Laboratory Testing for TB Patients

Governmental agency awarding contract: State of WV

☐ Check here if this is a Supplemental Disclosure.

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

**1. Subcontractors or other entities performing work or service under the Contract**

☐ Check here if none, otherwise list entity/individual names below.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

☐ Check here if none, otherwise list entity/individual names below.

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

☐ Check here if none, otherwise list entity/individual names below.

Date Signed: 01-19-2022

Signature: \_\_\_\_\_

*Sherry L. Thomas*

**Notary Verification**

State of Kentucky, County of Shelby:

I, Darlene Becker, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledges that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 19 day of January, 2022.



*Darlene Becker*

Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_



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 OTHER CONTRACTS:** 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 onethousand 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: (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. *\*To the best of my knowledge and ability, I affirm and acknowledge* *ST*

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Laboratory Corporation of America Holdings

Authorized Signature: *George L. James* Date: 01-19-2022

State of Kentucky

County of Shelby, to-wit:

Taken, subscribed, and sworn to before me this 19 day of January, 2022.

My Commission expires November 11, 2024.

AFFIX SEAL HERE



NOTARY PUBLIC

*Darlene Becker*





# What if a TB test could tell you more about your patient?

Only QuantiFERON®-TB Gold Plus offers innovative CD8 T cell technology that can detect CD4 and CD8 T cell responses – for a more comprehensive picture of your patients' immune response to TB.

QFT®-Plus can do more:

- Highly accurate and reproducible results
- Objective testing without subjective counting of spots
- Innovative CD8 T cell technology
- Single tube option with 53 hours for sample handling



Sample to Insight

# Choose QuantiFERON-TB Gold Plus

QuantiFERON technology has been the subject of over 1500 published studies, and more doctors trust QFT-Plus for their patients than any other IGRA for detecting TB infection.

**Table 1. Comparison between the QFT-Plus and T-SPOT®.TB tests.** Most T-SPOT.TB samples are shipped to centralized labs for processing. Samples received and processed at >8 hours after blood draw require the addition of the T-Cell Xtend® reagent (2).

	QFT-Plus (1)	T-SPOT.TB (2)	T-SPOT.TB with T-Cell Xtend (2)
Performance specifications	Sensitivity: >94% Specificity: >97% Indeterminates: 0–2.5%	Sensitivity: 90.7%* Specificity: 99.0%* Invalid: 1.6–6.7%	91.4% overall agreement with TSPOT.TB. Increased borderline results from 3.2% to 7%. No sensitivity or specificity data for TSPOT.TB with T-Cell Xtend is provided.
Sample input	Whole blood	Separated peripheral blood mononuclear cells (PBMCs)	Separated PBMCs incubated
Patient retesting	Retesting is recommended for indeterminate results where technical issues are suspected (0-2.5%)	Retesting is recommended for borderline (equivocal) results (4.2–5.5%) and for invalid results (1.6-6.7%)	Retesting is recommended for borderline (equivocal) results (4.2–5.5%) and for invalid results (1.6-6.7%)
Blood collection	5 ml draw to lithium-heparin tube OR 4x1 ml direct draw to QFT-Plus Blood Collection tubes	2–6 ml draw to lithium-heparin tube; >6 ml advised for immunocompromised patients (3)	2–6 ml draw to lithium-heparin tube; > 6 ml advised for immunocompromised patients (3)
Time from collection to processing	Up to 53 hours from blood collection to sample processing	Up to 8 hours from blood collection to sample processing	Up to 32 hours from blood collection to sample processing
Measurement	Detection of IFN-γ by optical density measurement	Visual or machine read counting of “spots”	Visual or machine read counting of “spots”
Results	Objective, reproducible results, uses QFT-Plus analysis software	Subjective results, visual counting of “spots”	Subjective results, visual counting of “spots”
Workflow	User-friendly four-step procedure (blood draw, incubation, centrifuge and ELISA) Flexible workflow options: <ul style="list-style-type: none"> <li>● Draw blood to lithium-heparin tube or QFT-Plus tubes</li> <li>● Up to 53 hours from blood draw to incubation</li> <li>● Up to 3 days to process samples after incubation</li> <li>● Store incubated plasma for batch testing or retesting – convenient research tool</li> </ul>	Challenging multi-step PBMC isolation before incubation and ELISpot assay <ul style="list-style-type: none"> <li>● Samples must be processed within 8 hours of blood draw</li> <li>● No option to store or retest samples – poor research tool</li> </ul>	Incubation with T-Cell Xtend prior to challenging multi-step PBMC isolation, incubation and ELISpot assay <ul style="list-style-type: none"> <li>● Samples must be processed within 32 hours of blood draw</li> <li>● No option to store or retest samples – poor research tool</li> </ul>
Laboratory reimbursement	No difference in process or billing code for reimbursement. CPT® code 86481: Tuberculosis test, cell mediated immunity antigen response measurement; enumeration of gamma interferon-producing T-cells in cell suspension		

\*Assuming approved USA cutoff of 8 spots for a positive result, borderline (equivocal) results are considered negative.

## References

1. QuantiFERON-TB Gold Plus (QFT-Plus) Package Insert. 1095849 Rev. 04. July 2018.
2. T-SPOT.TB Package Insert. PI-TB-US-V6. 10 Mar 2015.
- 3 T-SPOT.TB Frequently Asked Questions. TB-US-TG-0081-V1.

QFT-Plus is an in vitro diagnostic aid for detection of *Mycobacterium tuberculosis* infection. QFT-Plus is an indirect test for *M. tuberculosis* infection (including disease) and is intended for use in conjunction with risk assessment, radiography, and other medical and diagnostic evaluations. QFT-Plus package inserts, up-to-date licensing information and product-specific disclaimers can be found at [www.QuantiFERON.com](http://www.QuantiFERON.com).

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TEST NAME	EST VOLUME	Labcorp Test Code	Proposed Price	Comments	Labcorp Test Description
Basic Metabolic Panel	20	322758	\$2.60		Basic Metabolic Panel (8)
Complete Metabolic Panel	275	322000	\$3.00		Comp. Metabolic Panel (14)
Hepatic Function Panel	250	322755	\$2.60		Hepatic Function Panel (7)
Renal Function Panel	10	322777	\$2.80		Renal Panel (10)
CBC with Diff	250	005009	\$3.00		CBC With Differential/Platelet
Albumin	10	001081	\$2.00		Albumin
Amylase	10	001396	\$3.00		Amylase
Lipase	10	001404	\$3.00		Lipase
Creatinine	10	001370	\$2.00		Creatinine
hcG, Beta subunit, Qual (serum pregnancy)	50	004556	\$5.00		hCG,Beta Subunit,Qual
Hep B surface antibody	250	006395	\$8.00		Hep B Surface Ab
Hep B surface antigen	250	006510	\$9.00		HBsAg Screen
HBsAg confirmation	50	006510	\$9.00		HBsAg Screen
HCV Ab w/Rflx to Quant RT-PCR	250	144050	\$10.00		HCV Antibody RFX to Quant PCR
HCV RNA by PCR, Quantitative	50	550080	\$129.00		HCV RT-PCR, Quant (Non-Graph)
HIV-1/0/2, 4th generation	50	083935	\$10.00		HIV Ag/Ab with Reflex
HIV RNA Qualitative	10	139825	\$300.00		HIV-1/HIV-2 Qualitative RNA
TSH, 3rd generation	10	004259	\$3.00		TSH
Uric acid	10	001057	\$2.00		Uric Acid
T-SPOT TB Test	300	182879	\$60.00		QuantiFERON-TB Gold Plus
QuantiFERON-TB Gold plus	50	182879	\$60.00		QuantiFERON-TB Gold Plus
Drug Level - Rifampin	10	809675	\$75.00		Rifampin (Rifadin)
Drug Level - Isoniazid	10	808376	\$50.00		Isoniazid (INH)
Drug Level - Pyrazinamide	10	081712	\$100.00		Pyrazinamide, GC/MS
Drug Level - Ethambutol	10	081732	\$100.00		Ethambutol, GC/MS
Phlebotomy Services	1	996660	\$3.00		Drawing Fee

## Please Note:

Additional charges for confirmations and/or reflex testing may apply, based on specific test ordered. If you have questions related to confirmatory/reflex testing, please contact one of our technical customer service call centers or refer to the Labcorp website at [www.Labcorp.com](http://www.Labcorp.com) or our Labcorp Directory of Services and Interpretive Guide for details.

Labcorp has attempted to match a test code to each test or profile identified in this bid based on the written test descriptions, associated CPT® and/or performing laboratory test code(s) provided. If the specific test code is used in ordering the test, the price quoted will be in effect. If Labcorp has assigned an inaccurate test code due to its misunderstanding of your test description, or if the test configurations do not meet your needs for any reason, please contact your Labcorp sales representative or account manager immediately. We will review the test requirements and, if necessary, assign a more appropriate test code at a mutually agreeable price. For tests identified with a comment of, "Soft Match," please note that no exact test code match exists as of date of proposal, and Labcorp has provided the closest alternative test code for your review.



COLLEGE of AMERICAN  
PATHOLOGISTS



The College of American Pathologists  
certifies that the laboratory named below

**Laboratory Corporation of America**  
**Dublin, Ohio**  
**Vincent Ricchiuti, PhD, TS(ABB)**

CAP Number: [REDACTED]

AU-ID: [REDACTED]

CLIA Number: [REDACTED]

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 September 20, 2021 to maintain accreditation.

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

Chair, Accreditation Committee

President, College of American Pathologists



CENTERS FOR MEDICARE & MEDICAID SERVICES  
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS

CERTIFICATE OF ACCREDITATION

LABORATORY NAME AND ADDRESS

LABORATORY CORPORATION OF AMERICA  
HOLDINGS  
6370 WILCOX ROAD  
DUBLIN, OH 43016

CLIA ID NUMBER



EFFECTIVE DATE

06/14/2021

EXPIRATION DATE

06/13/2023

LABORATORY DIRECTOR

VINCENT RICCHIUTI Ph.D.

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.



*Monique Spruill*

Monique Spruill, Director  
Division of Clinical Laboratory Improvement & Quality  
Quality & Safety Oversight Group  
Center for Clinical Standards and Quality

147 Certs2\_051821

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>
BACTERIOLOGY (110)	06/14/1995
MYCOBACTERIOLOGY (115)	06/14/1995
MYCOLOGY (120)	06/14/1995
PARASITOLOGY (130)	06/14/1995
VIROLOGY (140)	06/14/1995
SYPHILIS SEROLOGY (210)	06/14/1995
GENERAL IMMUNOLOGY (220)	06/14/1995
ROUTINE CHEMISTRY (310)	06/14/1995
URINALYSIS (320)	06/14/1995
ENDOCRINOLOGY (330)	06/14/1995
TOXICOLOGY (340)	06/14/1995
HEMATOLOGY (400)	06/14/1995
ABO & RH GROUP (510)	06/14/1995

<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>
ANTIBODY TRANSFUSION (520)	06/14/1995
ANTIBODY NON-TRANSFUSION (530)	06/14/1995
ANTIBODY IDENTIFICATION (540)	06/14/1995



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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)  
10/27/2020

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 confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C. No. Ext):</b> (866) 283-7122	<b>FAX (A/C. No.):</b> (800) 363-0105
<b>INSURED</b> Laboratory Corporation of America Holdings & Subsidiaries 531 S Spring Street Burlington NC 27215 USA	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	<b>INSURER A:</b> ACE American Insurance Company	22667
	<b>INSURER B:</b> ACE Fire Underwriters Insurance Co.	20702
	<b>INSURER C:</b> Indemnity Insurance Co of North America	43575
<b>INSURER D:</b> Westchester Surplus Lines Ins Co	10172	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

Holder Identifier :

**COVERAGES****CERTIFICATE NUMBER:** 570084687812**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 requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HDOG71567382	11/01/2020	11/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H2531167A	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			G27524485007	11/01/2020	11/01/2021	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
C A B	<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	Y/N N	N/A	WLRC67461411 WLRC67461332 SCFC6746137A	11/01/2020 11/01/2020 11/01/2020	11/01/2021 11/01/2021 11/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	<b>E&amp;O-PL-Primary</b>			HDCG71567424 Claims Made	11/01/2020	11/01/2021	Each Incident \$1,000,000 Aggregate \$3,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

Laboratory Corporation of America Holdings & Subsidiaries 531 South Spring Street Burlington NC 27215 USA	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  <i>Aon Risk Services Northeast, Inc.</i>

Certificate No : 570084687812