



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](http://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](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 1

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 1937801

Procurement Type: Central Master Agreement

Vendor ID: 000000164954

Legal Name: DNA DIAGNOSTICS CENTER INC

Alias/DBA:

Total Bid: \$2,930,445.00

Response Date: 04/28/2026

Response Time: 10:03

Responded By User ID: DDCbids

First Name: Lori

Last Name: Neff

Email: lneff@dnacenter.com

Phone: 9372717041

SO Doc Code: CRFQ

SO Dept: 0511

SO Doc ID: CSE2600000002

Published Date: 4/16/26

Close Date: 4/28/26

Close Time: 13:30

Status: Closed

Solicitation Description: GENETIC TESTING

Total of Header Attachments: 1

Total of All Attachments: 1



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Buccal Swab Collection and Analysis by Vendor	4500.0000	EA	60.000000	270000.00

Comm Code	Manufacturer	Specification	Model #
85131709			

**Commodity Line Comments:**

**Extended Description:**

Buccal Swab Collection and Analysis by Vendor  
estimated amount is 4500

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Buccal Swab Collection by BCSE/ Analysis by Vendor	4500.0000	EA	38.000000	171000.00

Comm Code	Manufacturer	Specification	Model #
85131709			

**Commodity Line Comments:**

**Extended Description:**

Buccal Swab Collection by BCSE/ Analysis by Vendor  
estimated amount is 4500

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Collection/Analysis for Special Circumstances	4500.0000	EA	60.000000	270000.00

Comm Code	Manufacturer	Specification	Model #
85131709			

**Commodity Line Comments:**

**Extended Description:**

Collection/Analysis for Special Circumstances  
e.g. Deceased Individuals, Collection/Analysis of Blood or Other Tissue Samples  
estimated amount is 4500

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Buccal Swab Collection and Analysis by Vendor optional yr 1	4500.0000	EA	61.200000	275400.00

Comm Code	Manufacturer	Specification	Model #
85131709			

**Commodity Line Comments:**

**Extended Description:**

Buccal Swab Collection and Analysis by Vendor  
estimated amount is 4500

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Buccal Swab Collection by BCSE/ Analysis by Vendor opt yr 1	4500.0000	EA	38.760000	174420.00

Comm Code	Manufacturer	Specification	Model #
85131709			

**Commodity Line Comments:**

**Extended Description:**

Buccal Swab Collection by BCSE/ Analysis by Vendor  
estimated amount is 4500

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Collection/Analysis for Special Circumstances opt yr 1	4500.0000	EA	61.200000	275400.00

Comm Code	Manufacturer	Specification	Model #
85131709			

**Commodity Line Comments:**

**Extended Description:**

Collection/Analysis for Special Circumstances  
e.g. Deceased Individuals, Collection/Analysis of Blood or Other Tissue Samples  
estimated amount is 4500

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Buccal Swab Collection and Analysis by Vendor optional yr 2	4500.0000	EA	62.420000	280890.00

Comm Code	Manufacturer	Specification	Model #
85131709			

**Commodity Line Comments:**

**Extended Description:**

Buccal Swab Collection and Analysis by Vendor  
estimated amount is 4500

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Buccal Swab Collection by BCSE/ Analysis by Vendor opt yr 2	4500.0000	EA	39.540000	177930.00

Comm Code	Manufacturer	Specification	Model #
85131709			

**Commodity Line Comments:**

**Extended Description:**

Buccal Swab Collection by BCSE/ Analysis by Vendor  
estimated amount is 4500

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Collection/Analysis for Special Circumstances opt yr 2	4500.0000	EA	62.420000	280890.00

Comm Code	Manufacturer	Specification	Model #
85131709			

**Commodity Line Comments:**

**Extended Description:**

Collection/Analysis for Special Circumstances  
 e.g. Deceased Individuals, Collection/Analysis of Blood or Other Tissue Samples  
 estimated amount is 4500

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Buccal Swab Collection and Analysis by Vendor optional yr 3	4500.0000	EA	63.670000	286515.00

Comm Code	Manufacturer	Specification	Model #
85131709			

**Commodity Line Comments:****Extended Description:**

Buccal Swab Collection and Analysis by Vendor  
 estimated amount is 4500

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Buccal Swab Collection by BCSE/ Analysis by Vendor opt yr 3	4500.0000	EA	40.330000	181485.00

Comm Code	Manufacturer	Specification	Model #
85131709			

**Commodity Line Comments:****Extended Description:**

Buccal Swab Collection by BCSE/ Analysis by Vendor  
 estimated amount is 4500

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Collection/Analysis for Special Circumstances opt yr 3	4500.0000	EA	63.670000	286515.00

Comm Code	Manufacturer	Specification	Model #
85131709			

**Commodity Line Comments:****Extended Description:**

Collection/Analysis for Special Circumstances  
 e.g. Deceased Individuals, Collection/Analysis of Blood or Other Tissue Samples  
 estimated amount is 4500



DNA Diagnostics Center

## **Genetic Testing**

**CRFQ# - 0511 CSE2600000002**

Submitted To:

**Department of Administration**

**Purchasing Division**

**State of West Virginia**

Due: April 28, 2026 @ 1:30 PM (EST)

## Table of Contents

### Required Solicitation Documents

Genetic Testing-Central Master Agreement-Version 1

Genetic Testing-Central Master Agreement-Addendum 1-Version 2

### Other Required Documents

AABB Certificate

Ph D Degrees/Diploma Copies

Insurance Certificates

DDC Customer References

Procedures Outline/Overview

**Central Master Agreement-Version 1 (on the following 53 pages)**



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> 1937801			<b>Reason for Modification:</b>
<b>Doc Description:</b> GENETIC TESTING			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2026-04-07	2026-04-28 13:30	CRFQ 0511 CSE2600000002	1

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** 000000164954  
**Vendor Name :** DNA Diagnostics Center, LLC  
**Address :**  
**Street :** 1 DDC Way  
**City :** Fairfield  
**State :** Ohio **Country :** USA **Zip :** 45014  
**Principal Contact :** Lori Neff  
**Vendor Contact Phone:** 513-881-4031 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 Crystal G Hustead  
 (304) 558-2402  
 crystal.g.hustead@wv.gov

Jason Judd, President

Vendor Signature X  FEIN# 26-4435457 DATE 4/27/2026

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 HUMAN SERVICES, BUREAU FOR CHILD SUPPORT ENFORCEMENT, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR STATEWIDE GENETIC TESTING 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\*\*\*

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INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Buccal Swab Collection and Analysis by Vendor	4500.00000	EA	\$60.00	\$270,000.00

Comm Code	Manufacturer	Specification	Model #
85131709			

**Extended Description:**

Buccal Swab Collection and Analysis by Vendor

estimated amount is 4500

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Buccal Swab Collection by BCSE/ Analysis by Vendor	4500.00000	EA	\$38.00	\$171,000.00

Comm Code	Manufacturer	Specification	Model #
85131709			

**Extended Description:**

Buccal Swab Collection by BCSE/ Analysis by Vendor

estimated amount is 4500

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON US	WV	HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Collection/Analysis for Special Circumstances	4500.00000	EA	\$60.00	\$270,000.00

Comm Code	Manufacturer	Specification	Model #
85131709			

**Extended Description:**  
Collection/Analysis for Special Circumstances  
e.g. Deceased Individuals, Collection/Analysis of Blood or Other Tissue Samples  
estimated amount is 4500

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON US	WV	HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Buccal Swab Collection and Analysis by Vendor optional yr 1	4500.00000	EA	\$61.20	\$275,400.00

Comm Code	Manufacturer	Specification	Model #
85131709			

**Extended Description:**  
Buccal Swab Collection and Analysis by Vendor  
estimated amount is 4500

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON US	WV	HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Buccal Swab Collection by BCSE/ Analysis by Vendor opt yr 1	4500.00000	EA	\$38.76	\$174,420.00

Comm Code	Manufacturer	Specification	Model #
85131709			

**Extended Description:**  
Buccal Swab Collection by BCSE/ Analysis by Vendor  
estimated amount is 4500

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON US	WV	HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Collection/Analysis for Special Circumstances opt yr 1	4500.00000	EA	\$61.20	\$275,400.00

Comm Code	Manufacturer	Specification	Model #
85131709			

**Extended Description:**  
Collection/Analysis for Special Circumstances  
e.g. Deceased Individuals, Collection/Analysis of Blood or Other Tissue Samples  
estimated amount is 4500

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Buccal Swab Collection and Analysis by Vendor optional yr 2	4500.00000	EA	\$62.42	\$280,908.00

Comm Code	Manufacturer	Specification	Model #
85131709			

**Extended Description:**  
Buccal Swab Collection and Analysis by Vendor  
  
estimated amount is 4500

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Buccal Swab Collection by BCSE/ Analysis by Vendor opt yr 2	4500.00000	EA	\$39.54	\$177,908.40

Comm Code	Manufacturer	Specification	Model #
85131709			

**Extended Description:**  
Buccal Swab Collection by BCSE/ Analysis by Vendor  
  
estimated amount is 4500

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Collection/Analysis for Special Circumstances opt yr 2	4500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85131709			

**Extended Description:**  
Collection/Analysis for Special Circumstances  
e.g. Deceased Individuals, Collection/Analysis of Blood or Other Tissue Samples  
estimated amount is 4500

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Buccal Swab Collection and Analysis by Vendor optional yr 3	4500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85131709			

**Extended Description:**  
Buccal Swab Collection and Analysis by Vendor  
estimated amount is 4500

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Buccal Swab Collection by BCSE/ Analysis by Vendor, opt yr 3	4500.00000	EA	\$40.33	\$181,466.57

Comm Code	Manufacturer	Specification	Model #
85131709			

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

estimated amount is 4500

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Collection/Analysis for Special Circumstances opt yr 3	4500.00000	EA	\$63.67	\$286,526.16

Comm Code	Manufacturer	Specification	Model #
85131709			

**Extended Description:**  
Collection/Analysis for Special Circumstances  
e.g. Deceased Individuals, Collection/Analysis of Blood or Other Tissue Samples  
estimated amount is 4500

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2026-04-14

## **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. **PRE-BID 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. 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.

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.

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 non-binding.

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline: April 14, 2026 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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wvOASIS*, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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*. The Purchasing Division will not accept bids or modification of bids via email.

**Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.**

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:  
BUYER: Crystal Husted  
SOLICITATION NO.: CRFQ CSE2600000002  
BID OPENING DATE: April 28, 2026  
BID OPENING TIME: 1:30 PM ET  
FAX NUMBER: 304-558-3970

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.

**Bid Delivery Address and Fax Number:**  
Department of Administration, Purchasing Division 2019 Washington Street East  
Charleston, WV 25305-0130  
Fax: 304-558-3970

**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 or via delivery by mail).

Bid Opening Date and Time: April 28, 2026 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 Acknowledgement Form. 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 **shall** 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. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, 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.

**12. 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.

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

**14. 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: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](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: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:**

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 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.

**16. 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 § 148-1-4.7.

**17. 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.

**18. 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.”

**19. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

**20. 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 § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

**21. 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.

**22. 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.

## 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. Type text here

**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, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

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

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

the contract will continue for \_\_\_\_\_ years;

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

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

**Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

**Other:** Contract Term specified in \_\_\_\_\_

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

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

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

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

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

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

**Construction:** This Contract is for construction activity more fully defined in the specifications.

**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:

**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.

AABB Certification

Copy of degree for the Ph.D.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications 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 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: 1,000,000.00 per occurrence.

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: 1,000,000.00 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.

**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. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**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.

**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 [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).

**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 NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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

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

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

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

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

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

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

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](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:
  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

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

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

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

**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.

(Printed Name and Title) Lori Neff, Director Government Contracts & Client Services

(Address) 1 DDC Way, Fairfield, OH 45014

(Phone Number) / (Fax Number) PH: 513-881-4031 FAX: 513-881-4004

(email address) lori.neff@dnacenter.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.*

DNA Diagnostics Center, LLC

(Company)

(Signature of Authorized Representative)

Jason Judd, President 4/27/26

(Printed Name and Title of Authorized Representative) (Date)

PH: 513-881-4055 FAX: 513-881-4004

(Phone Number) (Fax Number)

jason.judd@dnacenter.com

(Email Address)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ CSE2600000002**

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

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

Addendum Numbers Received:  
*(Check the box next to each addendum received)*

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

DNA Diagnostics Center, LLC

Company



Jason Judd, President

Authorized Signature

4/27/26

Date

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

**REQUEST FOR QUOTATION**  
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**Genetic Testing**

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Human Services Bureau for Child Support Enforcement to establish a contract for Statewide Genetic Testing to determine and establish paternity through the collection of tissue samples, the testing and analysis of such samples by accepted scientific techniques, and the reporting of said test results to the Agency, as well as providing expert testimony when necessary in judicial proceedings.

The Bureau for Child Support Enforcement is an Agency within the West Virginia Department of Human Services and is the State entity responsible for assisting in the establishment of paternity, establishing child support obligations, and the collection of child and spousal support. The Agency is responsible for administering the State's child support enforcement program pursuant to Title IV-D of the Social Security Act. The Agency provides services in all 55 counties of West Virginia and maintains offices throughout the State.

The Vendor will be responsible for all genetic testing and genetic sample collections except for emergency situations when the Agency will collect the genetic samples. Based on current data, the Vendor will perform approximately 4,500 genetic tests per year.

This request is covered in part or in whole by federal funds. All bidders will be required to acknowledge and adhere to Attachment 1-Provisions Required for Federally Funded Procurements.

The WV DoHS has developed an EEOP Utilizations 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 Services"** means genetic testing services as more fully described in these specifications.
- 2.2 "Pricing Page"** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the 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.

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**3. QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

**3.1.** The Vendor must have a direct contractual relationship with its collectors of genetic samples. The Vendor shall employ a minimum of one (1) trained and certified collector of genetic samples per collection site on each scheduled day of testing.

**3.2.** The Vendor must provide written proof to the Agency that each collector has been given training which meets or exceeds American Association of Blood Banks (AABB) standards and said collector has successfully passed a written test regarding said training. The Vendor may submit this after bid submission but must submit prior to the contract award. At no time shall a collector of the Vendor conduct a genetic testing procedure without a satisfactory test score.

**3.3.** The Vendor's testing facility must be under the direct supervision of an individual who possesses a Ph.D. from an accredited college or university in a science involved with the study of genetic testing and genetic evaluation or in a genetic/biochemistry field; and is qualified by advance training and experience in genetic testing. A copy of the Degree is required to be submitted prior to contract award. Two (2) staff members shall have Ph.D. from an accredited college or university in a science involved with the study of genetic testing and genetic evaluation or in a genetic/biochemistry field. The director and technical staff shall participate in continuing education related to the field of genetic testing as established, recommended, or required by American Association of Blood Banks (AABB) standards. Such continuing education shall be required as essential to the Vendor's successful operation. Proof of participation shall be provided by the Vendor upon request.

**3.4.** The Vendor must maintain employees for performing the required collection of genetic samples, testing and analysis of said samples, reporting the results of the analysis and providing expert testimony when required.

**3.5.** The Vendor must ensure that all results are interpreted by individuals who are qualified to perform genetic testing analysis. It shall be the responsibility of the Vendor to ascertain and maintain the competency of its technical staff.

**4. MANDATORY REQUIREMENTS:**

**4.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

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- 4.1.1.1** Vendor must be responsible for establishing and maintaining space, equipment, facilities, and the necessary supplies.
- 4.1.1.2** The Vendor must maintain a laboratory that meets or exceeds all safety codes and regulations with AABB accreditation for performing relationship testing and for proper disposal of medical waste.
- 4.1.1.3** The Vendor must maintain comprehensive and sufficient quality controls to ensure that equipment and personnel will perform as required.
- 4.1.1.4** The Vendor must maintain appropriate storage methods and availability of genetic specimens for a minimum of five (5) years.
- 4.1.1.5** The Vendor must perform test pursuant to procedures necessary to maintain its AABB accreditation.
- 4.1.1.6** The Vendor must perform tests using the appropriate sample controls to ensure the validity of the test results.
- 4.1.1.7** The Vendor must maintain and provide the State with a Manual detailing all policies and procedures used in the Vendor's genetic testing process. This manual must be reviewed and updated at least annually by the Vendor. The Vendor must provide notification of all changes to the Agency within thirty (30) calendar days of said change. The Agency understands that the AABB accreditation process evaluates and validates the policies and procedures of the laboratory testing operations.
- 4.1.1.8** References: Vendor must provide five (5) current Title IV-D program references for providing genetic testing services in similar volumes as specified in this Request for Quotation. References should be provided with the bid but will be required prior to contract award. References shall include contact name, name of company, phone number, and approximate number of genetic tests performed per year for the customer.

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- 4.1.1.9** License Requirements: Vendor must be accredited by the American Association of Blood Banks as a relationship testing laboratory and have at least two (2) staff members who have a Ph.D. from an accredited college or university in a science involved with the study of genetic testing and genetic evaluation or in a genetic/biochemistry field. Vendor shall have maintained AABB accreditation for the previous five (5) years. Vendor shall maintain AABB accreditation during the entirety of the contract with the Agency.
- 4.1.1.10** Debarment and Suspension: Vendor must certify that no entity, agency, or person associated with the Vendor is debarred or suspended.
- 4.1.1.11** Drug Free Workplace Act of 1988: Vendor must provide a drug free workplace, and individuals shall not engage in the unlawful manufacture, distribution, dispensation, possession, abuse or use of a controlled substance in the performance of the Contract.
- 4.1.1.12** The Vendor must provide the service of genetic testing to aid in the establishment of paternity for all child support and paternity cases in West Virginia which require genetic testing as a condition of paternity establishment. Persons subject to testing may include, but are not limited to, the child, the mother, and the alleged father(s).
- 4.1.1.13** The Vendor must provide training in genetic sample collection methods and the procedural process for the handling of samples for any and all Agency employees who wish to be trained and who will be involved in the collection of genetic specimens. Collection training shall be provided by instructors of the Vendor who are certified to provide such training. The Vendor shall provide certificates of completion to each Agency employee who successfully completes the training. The Vendor must provide continuing education to Agency employees, as necessary, related to genetic testing as established, recommended, and/or required by the industry.

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- 4.1.1.14** The Vendor must furnish, free of charge, postage-paid genetic testing kits for use by the Agency's employees to collect genetic samples. These genetic testing kits shall contain individual identification forms and labels, and the necessary equipment for obtaining samples from all persons subject to testing, which may include, but shall not be limited to, the child, the mother, and the alleged father(s).
- 4.1.1.15** The Vendor must furnish each Agency office, which is 54 offices, with all equipment necessary to perform the collection of genetic samples, including but not limited to instant cameras and film and client authorization forms, and any other equipment required to ensure, and prove, the identity of the person(s) being tested. An inventory of kits and necessary equipment shall be maintained in each Agency office. The Vendor must provide all necessary equipment and there is no limit. The Vendor shall also provide each Agency office with personal protective equipment, pursuant to AABB standards, necessary to ensure the health and safety of Agency staff during the collection process.
- 4.1.1.16** The Vendor must provide secure shipping services for the genetic samples collected by the Agency which will ensure pickup within 48 hours of request, as well as 2<sup>nd</sup> day delivery to the Vendor, and prevent said samples from becoming outdated or contaminated.
- 4.1.1.17** The Vendor must provide online appointment scheduling. The Vendor must advise the Agency's requestor of the collection site, date, and time of the appointment by electronic notification within two (2) business days of the request. Such capability shall be available from the Vendor upon the award of this contract.
- 4.1.1.18** The Vendor must provide electronic certification to the appropriate Agency office within one (1) working day of the sample collection date to advise who appeared for testing, who did not, and whether there were any problems associated with the sample. This information must be available on the Vendor's secure website and provided by electronic notification to the Agency's requestor.

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- 4.1.1.19** The Vendor must provide online tracking which shall include, but not limited to, names of parties who did and did not appear for testing, any problems associated with the sample, receipt by the laboratory, testing completion, and online availability of genetic test results. This must be available upon the award of this contract.
- 4.1.1.20** The Vendor must commence testing immediately upon the receipt of the genetic samples unless testing is impossible due to contamination, outdated samples, or samples that are otherwise compromised. The Vendor must immediately advise the Agency upon receipt of a genetic sample which is not suitable for testing.
- 4.1.1.21** The maximum acceptable turnaround time of the report must be no greater than fifteen (15) working days from the date all samples are received in the laboratory until the report is received by the agency.
- 4.1.1.22** The Vendor must perform an evaluation of a minimum of fifteen (15) genetic testing systems to calculate the Combined Paternity Index and Probability of Paternity which will result in a cumulative probability of inclusion of at least 99%.
- 4.1.1.23** The Vendor must confirm a finding of non-paternity by exclusions in a minimum of three (3) genetic testing systems. Exclusions must be verified to AABB standards, including but not limited to testing in duplicate and review by a senior staff member.
- 4.1.1.24** Upon completion of the testing, the Vendor must immediately provide electronic notification to the Agency's requesting office and an imaged copy of the report reflecting the Combined Paternity Index and Probability of Paternity.
- 4.1.1.25** Upon completion of the testing, the Vendor must immediately forward two (2) written reports to the Agency's requesting office:

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**4.1.1.25.1** Reflecting only the Combined Paternity Index and Probability of Paternity;

**4.1.1.25.2** Reflecting the results of genetic marker testing, Combined Paternity Index, and Probability of Paternity.

**4.1.1.26** The Vendor must secure and maintain a minimum of one (1) collection site available no less than two (2) days per month in each of the fifty-five (55) counties of West Virginia. The number of required days will depend on the needs of each individual county and collection days must be no less than eight (8) days apart. The collection shall be conducted at a laboratory of the Vendor, or other acceptable facility, as agreed upon by the Agency and the Vendor. If there are no scheduled appointments and no requests for appointments are pending as of two business days prior to the collection day at the site, the vendor is not required to provide a collector to the site on collection day.

**4.1.1.27** The Vendor must provide a trained and certified collector no less than two (2) days per month at the agreed collection site in each of the fifty-five (55) counties of West Virginia.

**4.1.1.28** The Vendor must provide a collector to obtain genetic samples from incarcerated individuals at any correctional facility or prison within thirty (30) calendar days following the Agency's request.

**4.1.1.29** The Vendor must provide collection of genetic samples from individuals residing in all states and the U.S. territories within thirty (30) calendar days following the Agency's request.

**4.1.1.30** Upon request, the Vendor must conduct necessary training seminars either on-site or via webinar for court or IV-D personnel concerned with DNA analysis in paternity establishment actions. The Vendor must keep the Agency abreast of all innovations and occurrences related to relationship testing as these become available and accepted as industry standard.

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**4.1.1.31** The Vendor must provide expert testimony at no additional cost, if requested. Expert testimony may include court appearances and testimony by deposition in West Virginia or another state. An expert witness is one who has a Ph.D. in a science involved with the study of genetic testing and genetic evaluation or in a genetic/biochemistry field or one who has a minimum of two (2) years of experience as an expert witness in the application of genetic testing in a genetic evaluation. In the event that an expert witness appearance is required for out-of-state cases, the Vendor must not charge any additional costs associated with out-of-state travel. (NOTE: During the years of 2005-2017, no expert testimony was required, but this is not a guarantee or promise that expert testimony will not be required in the future.)

**5. CONTRACT AWARD:**

**5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**5.2 Pricing Page:** Vendor should complete the Pricing Page by providing the unit price of each of the commodity lines and multiplying it by the estimated Annual Volume to come up with the total price. The Estimated Annual Volume is based on the 2020 samples collected. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

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

**6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

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7. **PAYMENT:** Agency shall pay per Buccal Swab Collection and Analysis by Vendor and per special circumstances- Deceased Individual, Collection/Analysis of Blood or Other Tissue Sample, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.
10. **VENDOR DEFAULT:**
- 10.1. The following shall be considered a vendor default under this Contract.
    - 10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

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

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

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

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

**10.2.1.** Immediate cancellation of the Contract.

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

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

**11. MISCELLANEOUS:**

**11.1. 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:** Lori Neff, Director Government Contracts & Client Services

**Telephone Number:** 513-881-4031

**Fax Number:** 513-881-4004

**Email Address:** lori.neff@dnacenter.com

**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. \$181,466.57

**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

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

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

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

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

Vendor Name:

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

Printed Name: Jason Judd

Title: President

Date: 4/27/26

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

W. Va. CSR § 148-1-5

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

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

Currentness

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

5.2. Contract Cancellation.

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

5.2.1.a. The vendor agrees to the cancellation;

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

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

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

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

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

5.2.1.g. The contract was awarded in error.

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

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

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

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

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

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

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

5.4. Suspension.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 5.6. Damages.

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

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

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

## Credits

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

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

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

**End of Document**

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

**Prevailing Wage Determination**

– Not Applicable Because Contract Not for Construction

– Federal Prevailing Wage Determination on Next Page

**Central Master Agreement / Addendum 1- Version 2**  
**(on the following 15 pages)**



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> 1937801			<b>Reason for Modification:</b> ADDENDUM 1 TO PROVIDE ANSWERS TO VENDOR QUESTIONS
<b>Doc Description:</b> GENETIC TESTING			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2026-04-16	2026-04-28 13:30	CRFQ 0511 CSE2600000002	2

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** 000000164954  
**Vendor Name :** DNA Diagnostics Center, LLC  
**Address :**  
**Street :** 1 DDC Way  
**City :** Fairfield  
**State :** Ohio **Country :** USA **Zip :** 45014  
**Principal Contact :** Lori Neff  
**Vendor Contact Phone:** 513-881-4031 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 Crystal G Hustead  
 (304) 558-2402  
 crystal.g.hustead@wv.gov

Jason Judd, President

Vendor Signature X  FEIN# 26-4435457 DATE 4/27/2026

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 HUMAN SERVICES, BUREAU FOR CHILD SUPPORT ENFORCEMENT, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR STATEWIDE GENETIC TESTING 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

CHILD SUPPORT  
ENFORCEMENT

350 CAPITOL ST, RM 147

CHARLESTON

WV

US

HEALTH AND HUMAN  
RESOURCES

CHILD SUPPORT  
ENFORCEMENT

350 CAPITOL ST, RM 147

CHARLESTON

WV

US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Buccal Swab Collection and Analysis by Vendor	4500.00000	EA	\$60.00	\$270,000.00

**Comm Code****Manufacturer****Specification****Model #**

85131709

**Extended Description:**

Buccal Swab Collection and Analysis by Vendor

estimated amount is 4500

**INVOICE TO****SHIP TO**

HEALTH AND HUMAN  
RESOURCES

CHILD SUPPORT  
ENFORCEMENT

350 CAPITOL ST, RM 147

CHARLESTON

WV

US

HEALTH AND HUMAN  
RESOURCES

CHILD SUPPORT  
ENFORCEMENT

350 CAPITOL ST, RM 147

CHARLESTON

WV

US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Buccal Swab Collection by BCSE/ Analysis by Vendor	4500.00000	EA	\$38.00	\$171,000.00

**Comm Code****Manufacturer****Specification****Model #**

85131709

**Extended Description:**

Buccal Swab Collection by BCSE/ Analysis by Vendor

estimated amount is 4500

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Collection/Analysis for Special Circumstances	4500.00000	EA	\$60.00	\$270,000.00

Comm Code	Manufacturer	Specification	Model #
85131709			

**Extended Description:**  
Collection/Analysis for Special Circumstances  
e.g. Deceased Individuals, Collection/Analysis of Blood or Other Tissue Samples  
estimated amount is 4500

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Buccal Swab Collection and Analysis by Vendor optional yr 1	4500.00000	EA	\$61.20	\$275,400.00

Comm Code	Manufacturer	Specification	Model #
85131709			

**Extended Description:**  
Buccal Swab Collection and Analysis by Vendor  
estimated amount is 4500

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Buccal Swab Collection by BCSE/ Analysis by Vendor opt yr 1	4500.00000	EA	\$38.76	\$174,420.00

Comm Code	Manufacturer	Specification	Model #
85131709			

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

estimated amount is 4500

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Collection/Analysis for Special Circumstances opt yr 1	4500.00000	EA	\$61.20	275,400.00

Comm Code	Manufacturer	Specification	Model #
85131709			

**Extended Description:**  
Collection/Analysis for Special Circumstances  
e.g. Deceased Individuals, Collection/Analysis of Blood or Other Tissue Samples  
estimated amount is 4500

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Buccal Swab Collection and Analysis by Vendor optional yr 2	4500.00000	EA	\$62.42	\$280,908.00

Comm Code	Manufacturer	Specification	Model #
85131709			

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

estimated amount is 4500

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Buccal Swab Collection by BCSE/ Analysis by Vendor opt yr 2	4500.00000	EA	\$39.54	\$177,908.40

Comm Code	Manufacturer	Specification	Model #
85131709			

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

estimated amount is 4500

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Collection/Analysis for Special Circumstances opt yr 2	4500.00000	EA	\$62.42	\$280,908.00

Comm Code	Manufacturer	Specification	Model #
85131709			

**Extended Description:**  
Collection/Analysis for Special Circumstances  
e.g. Deceased Individuals, Collection/Analysis of Blood or Other Tissue Samples  
estimated amount is 4500

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Buccal Swab Collection and Analysis by Vendor optional yr 3	4500.00000	EA	\$63.67	\$286,526.16

Comm Code	Manufacturer	Specification	Model #
85131709			

**Extended Description:**  
Buccal Swab Collection and Analysis by Vendor  
estimated amount is 4500

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Buccal Swab Collection by BCSE/ Analysis by Vendor opt yr 3	4500.00000	EA	\$40.33	\$181,466.57

Comm Code	Manufacturer	Specification	Model #
85131709			

**Extended Description:**  
Buccal Swab Collection by BCSE/ Analysis by Vendor  
  
estimated amount is 4500

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Collection/Analysis for Special Circumstances opt yr 3	4500.00000	EA	\$63.67	\$286,526.16

Comm Code	Manufacturer	Specification	Model #
85131709			

**Extended Description:**  
Collection/Analysis for Special Circumstances  
e.g. Deceased Individuals, Collection/Analysis of Blood or Other Tissue Samples  
estimated amount is 4500

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2026-04-14

**SOLICITATION NUMBER: CRFQ CSE2600000002**  
**Addendum Number: 1**

---

The purpose of this addendum is to modify the solicitation identified as CRFQ CSE2600000002 (“Solicitation”) to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation: To answer vendors questions and to correct the AABB from American Association of Blood Banks to Association for the Advancement of Blood & Biotherapies.**

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

**QUESTION 1:** We are the current vendor providing Genetic Testing Services under Order Number CMA05112754 CSE2200000005 5. Our contract ends 4/30/2026. The bid closing date for this new solicitation is 4/28/2026. What is the effective start date for this new solicitation? As the current vendor, we need to cease any new scheduling to ensure that we are not scheduling anything into May. To ensure continuity of services, is there a plan to extend the current contract to allow for continued services?

**ANSWER 1:** We are anticipating the start date on or after May 1, 2026, with no plans for an extension to the current contract.

**QUESTION 2:** 4.1.1.7 the vendor must maintain and provide the state with a manual detailing all policies and procedures used in the vendor's genetic testing process. The selected vendor is required to maintain a laboratory that exceeds all safety codes and regulations with AABB accreditations. Each vendor is audited and inspected by accrediting bodies in order to be accredited. Would the state waive the requirement to provide manuals detailing all policies and procedures as these would be only relevant to the laboratory/vendor that does the testing? Highly technical procedures for laboratory operations are for the vendor. Specimen collection and associated training manuals can and will be provided.

**ANSWER 2:** The Bureau only requires a manual which sufficiently outlines the vendor's processes to ensure compliance with the necessary procedures to ensure collection, chain of custody and testing processes are sufficient to meet the legal requirements to establish paternity.

**QUESTION 3:** Estimated volumes – can the state provide specific volumes for 2025 or 2024 for the pricing categories:

- A. Buccal swab collection and analysis by vendor:**
- B. Buccal swab collection by BCSE/analysis by vendor:**
- C. Collection/analysis for special circumstances:**

We understand that the 4500 units listed are estimate, but the vendor will need to understand the prior volumes to understand the difference between buccal swab collection and analysis by vendor and buccal swab collection by BCSE. The breakdown of these volumes is critical for a new vendor to understand and to be able to offer the best rate to BCSE. The current vendor would have insight into these volumes, but by not providing them with other vendors it provides an advantage to the current vendor.

**ANSWER 3:** Requesting copies of previously awarded contract, other solicitations, or documents related to previous contracts through the question-and-answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a freedom of information act request to [purchasingfoia@wv.gov](mailto:purchasingfoia@wv.gov)

**QUESTION 4:** Please confirm what collection/analysis for special circumstances is considered. Is that pricing for prison collections?

**ANSWER 4:** Special circumstances would be when collection is required to take place at a location other than the vendor's normal testing site which would include prison collections.

**QUESTION 5:** How many prison collections did the BCSE request in 2025?

**ANSWER 5:** Please see answer to question 3.

**QUESTION 6:** BCSE mentions in purpose and scope that the estimated annual volume is 4500 genetic tests per year based on the 2020 volume. We would like to request more current volume, such as 2024 or 2025.

**ANSWER 6:** Please see answer to question 3.

**QUESTION 7:** Is the estimated volume the number of actual genetic tests that were performed or is that actual parties who were collected?

**ANSWER 7:** Actual parties collected.

**QUESTION 8:** 4.1.1.18 the vendor must provide electronic certification to the appropriate agency office within one (1) working day of the sample collection date to advise who appeared for testing, who did not, and whether there were any problems associated with the sample. This information must be available on the vendor secure website and provided by electronic notification to the agency's requestor. If the vendor has the information as to who showed on their website, does that meet the electronic certification for show. The vendor can provide notification of no-shows at the county offices immediately but would like to request five (5) business days to provide no-show notification for out of area/state collections to allow time for the specimens to make it to the laboratory and be entered.

**ANSWER 8:** Current Specification

4.1.1.18 The Vendor must provide electronic certification to the appropriate Agency office within one (1) working day of the sample collection date to advise who appeared for testing, who did not, and whether there were any problems associated with the sample. This information must be available on the Vendor's secure website and provided by electronic notification to the Agency's requestor.

Updated Specification

4.1.1.18 The Vendor must provide electronic certification to the appropriate Agency office within one (1) working day of the sample collection date to advise who appeared for testing, who did not, and whether there were any problems associated with the sample. This information must be available on the Vendor's secure website and provided by electronic notification to the Agency's requestor. For out-of-state collections, electronic certification must be provided within five (5) working days of the sample collection date.

**QUESTION 9:** 4.1.1.21 the required turnaround time is 15 working days from date all samples are received in the laboratory. Is there a penalty for missing this turnaround time?

**ANSWER 9:** There is no penalty for this.

**QUESTION 10:** 4.1.1.26 the vendor must secure and maintain a minimum of one (1) collection site available no less than two (2) days per month in each of the fifty-five (55) counties of West Virginia. The number of required days will depend on the needs of each individual county and collection days must be no less than eight (8) days apart. The collection shall be conducted at a laboratory of the vendor, or other acceptable facility, as agreed upon by the agency and the vendor.

**A.** Can BCSE provide the current schedule and locations for the fifty-five counties currently? This information is critical for a new vendor to understand the cost of specimen collections for these fifty-five counties. The current vendor will have visibility to the specimen collections costs while a new vendor will be at a disadvantage as there is a statement "depend on the needs of each individual county...". If the current vendor has this information and the potential vendors do not know this data, it is impossible to determine collection costs, which provides the current vendor with

**an unfair advantage. In order to provide a fair and competitive bid, we request this information be provided to all bidders.**

**B. Can you provide the number of specimens collections for each county, as a smaller county might not need two collections monthly.**

**C. Will the state consider a reduced number of collection days per month that would align with volume? For example, if you compare a county which collects 150 cases per month versus a county which collects 5 cases per month. In these two scenarios, the county with the larger volume would need more specimen collection hours.**

**ANSWER 10:** A and B – Please see answer to Question 3.  
C – No, the listed number of collections days is based on the needs of the bureau and the demands of the family courts.

**QUESTION 11:** **4.1.1.31 can the vendor request expert testimony be provided virtually or via web-ex?**

**ANSWER 11:** The Bureau can request virtually/web-based appearances; however, the individual family court judge has the discretion to grant such requests.

**QUESTION 12:** **Can the vendor bill for partials? For example, if the mother and child are collected, but the alleged father doesn't appear. Can the laboratory bill for the mother and child as the vendor could have incurred collection costs and based on 4.1.1.20 there is a requirement to test immediately upon the receipt of the sample receipt.**

**ANSWER 12:** The cost is based on per swab collected and analyzed.

**QUESTION 13:** **4.1.1.25 the vendor can provide test results through our online web-based portal electronically. Is it required to mail two written reports to the agency?**

**ANSWER 13:** Yes, it is required to be mailed.

**QUESTION 14:** **What is BCSE currently paying for these services?**

**ANSWER 14:** Please see answer to question 3.

**QUESTION 15:** **If a new vendor is selected, will the new vendor receive samples or test results from the previous contract to finalize testing on partial cases?**

**Please confirm that the new vendor will be able to bill for receipt/testing of transition specimens.**

**ANSWER 15:** New vendor will be able to bill for receipt and test of all specimens.

**QUESTION 16:** **Is there a cost sheet or does the vendor need to just enter cost into the website?**

**ANSWER 16:** The Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS.

**QUESTION 17:** **Registration – Is the registration for the West Virginia Purchasing Division an annual fee or a one-time fee. What is the purpose of this fee?**

**ANSWER 17:** According to the W. Va. 148 C.S.R. 1, all vendors must pay an annual registration fee of \$125 to the Purchasing Division in order to receive purchase orders or contracts exceeding an aggregate amount of \$2,500.

**QUESTION 18:** **Background check – Our employees and subcontractors are all required to complete a comprehensive background check as a condition of working with our company. Is there an additional background check that is required? If so, please describe. We can also provide a formal attestation outlining the scope and components of our background check process to ensure full transparency.**

**ANSWER 18:** We would require a formal attestation but would not require additional background checks.

**QUESTION 19:** **The AABB is now known as the Association for the Advancement of Blood & Biotherapies. There is a reference to their former name American Association of Blood Banks. Are you able to correct?**

**ANSWER 19:** Within the solicitation all references to AABB as the American Association of Blood Banks is now being updated to AABB (Association for the Advancement of Blood & Biotherapies).

**QUESTION 20:** **Under section 4.1.1.25 it states that 2 written reports should be provided once testing is complete. Would the agency consider the utilization of a scanned electronic copy in lieu of hard copy reports?**

**This ensures access of a high quality color scan available as soon as results are reported without the need to wait for delivery.**

**ANSWER 20:**

The 2 reports must be mailed to the Agency.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO CSE260000002**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

DNA Diagnostics Center, LLC

\_\_\_\_\_  
Company

Jason Judd, President

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

4/27/26

\_\_\_\_\_  
Date

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

AABB Certificate On Following Page



DDC/DNA Diagnostics Center

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

**CERTIFICATE OF ACCREDITATION**

for the following activities:

Relationship Testing Activities

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

Effective Dates:

October 01, 2024 - September 30, 2026



*Aaron Tolian*

President, AABB

*Kevin Land*

Chair, Accreditation Program Committee

**PhD Degrees / Diplomas (on the following 8 pages)**

# Wright State University

## School of Graduate Studies

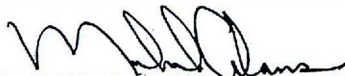
By Authority of the Board of Trustees and  
On Recommendation of the Faculty Hereby Confers Upon

**John William Peterson IV**

The Degree of

**Doctor of Philosophy**

With All the Honors, Rights, and Privileges Belonging Thereto. In Testimony Whereof  
This Diploma, Bearing the Seal of the University and the Signatures of  
Its Duly Authorized Officers, Is Granted at Dayton, Ohio, This  
Twenty-First Day of August, Two Thousand and Three.



Chair of the Board of Trustees



President

# Wright State University

## School of Graduate Studies

Upon the recommendation of The Faculty and  
by the Authority of The Board of Trustees hereby confers upon  
**Debra Lynn Baker**

The degree of  
**Doctor of Philosophy**  
in  
**Biomedical Sciences**

With all the honors, rights and privileges belonging thereto, and In  
Testimony whereof this diploma is granted, bearing The Seal of the University  
and the signatures of its Duly Authorized Officers at Dayton, Ohio,  
This fifth day of December, Nineteen Hundred and Ninety-two.

*Allen R. L.*

Chairman, Board of Trustees



*Paige Emmelhollan*

President

*Joseph F. Thomas*

Dean

# Wright State University

## School of Graduate Studies

Upon the recommendation of The Faculty and  
by the Authority of The Board of Trustees hereby confers upon

**Joy Johnson**

The degree of

**Doctor of Philosophy**

in

**Biomedical Science**

With all the honors, rights and privileges belonging thereto, and In  
Testimony whereof this diploma is granted, bearing The Seal of the University  
and the signatures of its duly Authorized Officers at Dayton, Ohio,  
This Thirteenth day of June, Nineteen Hundred and Eighty-Seven.

*Donald A. Helton*

Chair, Board of Trustees



*Paige Emmelhollan*

President

*Donald C. Thomas*

Dean

# Cornell University

Be it known that

**Jessica Ann Wagoner**

having satisfied in full the requirements for the degree of

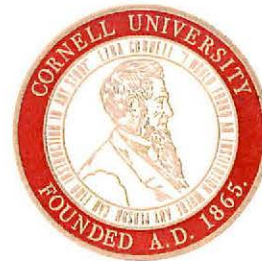
**Doctor of Philosophy**

has been admitted to that degree with all  
the rights, privileges and honors pertaining thereto  
in witness of this action the seal of the University and the signatures  
authorized by the Board of Trustees are affixed below.

Given at Ithaca, New York, on the first day of February,  
in the year two thousand and sixteen.



Vice Provost and Dean of the Graduate School





President

# MIAMI UNIVERSITY

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*The President and Trustees of Miami University upon approval  
of the Faculty have conferred upon*

**Deepti Lava Kumar**

*the degree of*

**Doctor of Philosophy**

*together with all the rights, privileges and honors appertaining thereto  
in recognition of the satisfactory fulfillment of the requirements of this degree.*

*In Witness Whereof, we have hereunto subscribed our names and have caused the seal of the  
University to be affixed at Oxford, Ohio, May seventeenth, two thousand and fourteen.*



*Sharon J. Mitchell*

Chair, Board of Trustees

*David A. Arby*

President of the University

*Jan T. Qi*

Dean, Graduate School

# MIAMI UNIVERSITY

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*The President and Trustees of Miami University upon approval  
of the Faculty have conferred upon*

**Priga Lava Kumar**

*the degree of*

**Doctor of Philosophy**

*together with all the rights, privileges and honors appertaining thereto  
in recognition of the satisfactory fulfillment of the requirements of this degree.*

*In Witness Whereof, we have hereunto subscribed our names and have caused the seal of the  
University to be affixed at Oxford, Ohio, December twelfth, two thousand and fourteen.*



*Sharon J. Mitchell*

Chair of the Board of Trustees

*David A. Orszag*

President of the University

*Jan T. Qi*

Dean, Graduate School

# THE UNIVERSITY OF ALBERTA

CERTIFIES BY THIS DOCUMENT TO ALL WHOM IT MAY CONCERN THAT

**YA-DING SUN**

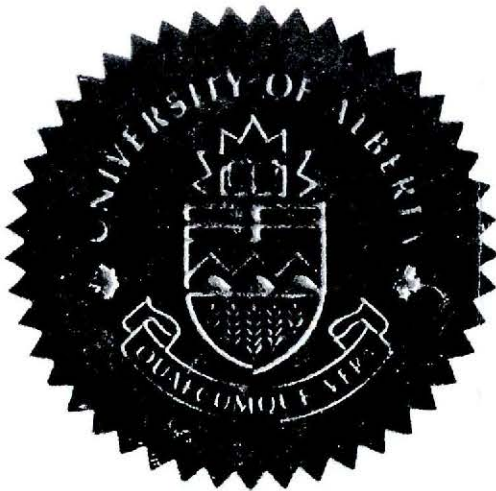
HAVING SATISFACTORILY COMPLETED ALL THE STATUTORY REQUIREMENTS  
HAS BEEN GRANTED THE DEGREE OF

**DOCTOR OF PHILOSOPHY**  
IN PHYSIOLOGY

AND AWARDED ALL THE RIGHTS AND PRIVILEGES PERTAINING TO THIS DEGREE.

IN TESTIMONY WHEREOF ARE APPENDED THE SIGNATURES OF THE CHANCELLOR,  
THE CHAIR OF THE BOARD OF GOVERNORS, THE PRESIDENT, AND THE REGISTRAR  
OF THIS UNIVERSITY, TOGETHER WITH THE COMMON SEAL OF THE SAME.

GIVEN AT THIS UNIVERSITY ON THE TENTH DAY OF JUNE,  
ONE THOUSAND NINE HUNDRED AND NINETY-THREE  
IN THE EIGHTY-SIXTH YEAR OF THE UNIVERSITY OF ALBERTA.



*Paul Dwyer*

PRESIDENT

*[Signature]*

CHANCELLOR

*Bruce J. Sitzer*

REGISTRAR

*[Signature]*

CHAIR OF THE BOARD

# Certificate of Change of Name

CANADA  
PROVINCE OF ALBERTA

I, W. W. Proskiw, Director of Vital Statistics of the Province of Alberta, hereby certify that the following change(s) of name was (were) today registered under THE CHANGE OF NAME ACT.

YADING SUN

to

WILLIAM YADING SUN

XU SUN to SUSAN ZHANG XU SUN (spouse)

BO YANG SUN to AARON BOYANG SUN

Given under my hand and the Seal of Vital Statistics this \_\_\_\_\_ 04 \_\_\_\_\_

day of FEBRUARY, A.D. 19 94, at the City of Edmonton in the Province of Alberta.



Director of Vital Statistics

Insurance Certificates (on the following 2 pages)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/01/2026

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> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C No. Ext):</b> 1-877-945-7378 <b>FAX (A/C No.):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> DNA Diagnostics Center, LLC One DDC Way Fairfield, OH 45014	<b>INSURER A:</b> ACE American Insurance Company      22667	
	<b>INSURER B:</b> Travelers Property Casualty Company of Ame      25674	
	<b>INSURER C:</b> ACE Property & Casualty Insurance Company      20699	
	<b>INSURER D:</b> Great Northern Insurance Company      20303	
	<b>INSURER E:</b> Fireman's Fund Indemnity Corporation      11380	
<b>INSURER F:</b>		

COVERAGES      CERTIFICATE NUMBER: W43474456      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			OGL G46676725	01/01/2026	01/01/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		Y	HC27CAP-162D3822-TIL-26	01/01/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$			XOO G46676762	01/01/2026	01/01/2027	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N No	UB-2R857672-26-I2-K	01/01/2026	01/01/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Workers Compensation & Employers Liability - AZ, MA, WI Per Statute			UB-2R751620-26-I2-R	01/01/2026	01/01/2027	EL. Each Accident \$1,000,000 EL. Disease-EA Empl. \$1,000,000 EL. Disease-Pol Lim. \$1,000,000

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

SEE ATTACHED

### CERTIFICATE HOLDER

### CANCELLATION

State of West Virginia Bureau for Child Support Enforcement  
 350 Capitol Street  
 Charleston, WV 25301

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  
*Patricia A. Jony*

AGENCY CUSTOMER ID: \_\_\_\_\_  
 LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED DNA Diagnostics Center, LLC One DDC Way Fairfield, OH 45014	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

State of West Virginia is included as Additional Insured for Auto Liability.

INSURER AFFORDING COVERAGE: Travelers Property Casualty Company of America NAIC#: 25674  
 POLICY NUMBER: HJBAP-162D3834-TIL-26 EFF DATE: 01/01/2026 EXP DATE: 01/01/2027

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Auto Physical Damage	Comp. Deductible	\$2,000
	Collision Deductible	\$2,500

INSURER AFFORDING COVERAGE: Great Northern Insurance Company NAIC#: 20303  
 POLICY NUMBER: 9951-0639 EFF DATE: 01/01/2026 EXP DATE: 01/01/2027

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Each Event	\$5,000,000
Claims-Made	Aggregate	\$5,000,000

Retro Date: January 1, 1990

INSURER AFFORDING COVERAGE: Fireman's Fund Indemnity Corporation NAIC#: 11380  
 POLICY NUMBER: USL03044324 EFF DATE: 01/01/2024 EXP DATE: 01/01/2027

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Pollution Liability	Each Poll Condition:	\$5,000,000
	Aggregate:	\$5,000,000

**DDC Customer References on the following page**

## **DNA Diagnostics Center References:**

### **Pennsylvania Department of Human Services**

Bureau of Child Support Enforcement, Division of Program Development and Evaluation

PO Box 8018

Harrisburg, PA 17105

Henry Blocker Jr.

Human Services Analyst Supervisor

(215) 560-1457

[hblocker@pa.gov](mailto:hblocker@pa.gov)

Annual Contract Volume: 9,357 samples

Contract Term: Single Vendor, 2012-Present

DDC is the sole provider of Genetic Parentage Testing Services for the Department of General Services in the State of Pennsylvania. DDC performs comprehensive services from specimen collection, training, supplies, testing and issuance of results. DDC completes scheduling action for out-of-state, intrastate, and institutional collections throughout the US.

### **Michigan - DHS-Office of Child Support**

111 S. Capitol Avenue, 11th Floor

Lansing, MI 48933

Contact: Michael Adrian, Program Development Division Director

(517) 643-5454

Email: [AdrianM@michigan.gov](mailto:AdrianM@michigan.gov)

Annual Contract Volume: 7,935 samples

Contract Term: Single Vendor, 2012-Present

DDC is the sole provider of Genetic Parentage Testing Services for the state of Michigan. DDC performs comprehensive services from specimen collection, training, supplies, testing and issuance of results. DDC completes scheduling action for out-of-state, intrastate, and institutional collections throughout the US.

### **State of Indiana**

302 W. Washington Street, Room E306, MS47

Indianapolis, IN 46204

Business Initiative Project Managers

Michael Sturm

[Michael.sturm@dcs.in.gov](mailto:Michael.sturm@dcs.in.gov)

Charity Gillis

[Charity.Gillis@dcs.in.gov](mailto:Charity.Gillis@dcs.in.gov)

Annual Contract Volume: 3,606 samples

Contract Term(s): Multi-Vendor, 2012-Present

DDC is one of two vendors providing comprehensive Genetic Testing Services for the State of Indiana. DDC performs comprehensive services from specimen collection, training, supplies, testing and issuance of results. DDC completes scheduling action for out-of-state, intrastate, and institutional collections throughout the US.

**Procedures Outline/Overview on the following 2 pages**

## **DNA Diagnostics Center -Procedures Overview /Genetic Testing Process**

DNA Diagnostics Center (DDC) maintains a comprehensive, AABB-accredited process that ensures all genetic testing services are performed in a manner that is accurate, secure, and legally defensible. The following summarizes DDC's procedures from case initiation through final reporting, demonstrating compliance with required collection, chain of custody, and testing standards.

### **1. Case Initiation and Scheduling**

- a. Upon receipt of a testing request, case information is entered into DDC's secure case management system. Appointments are scheduled through a centralized scheduling team using a nationwide network of approved collection sites. Scheduling is coordinated directly with the requesting agency and participants, including rescheduling and interstate coordination when necessary.

### **2. Specimen Collection and Identification**

- a. Specimen collection is performed by trained personnel following standardized chain-of-custody procedures. Identity verification is conducted using government-issued photo identification, and required participant information is documented. Buccal swab samples are collected, labeled in the presence of the participant, and sealed in tamper-evident packaging. All collection documentation is completed at the time of service to ensure legal admissibility.

### **3. Chain of Custody and Transportation**

- a. DDC maintains continuous chain-of-custody control from collection through laboratory receipt. Specimens are shipped via trackable courier services using secure packaging. Each shipment is monitored, and tracking information is recorded within the case record to ensure full traceability and accountability throughout transit.

### **4. Laboratory Receipt and Accessioning**

- a. Upon arrival at the laboratory, specimens and documentation are reviewed for completeness and integrity. Each case is assigned a unique barcode identifier within DDC's Laboratory Information Management System (LIMS), ensuring full

traceability. Any discrepancies are resolved prior to testing to maintain compliance with quality and legal standards.

## **5. Genetic Testing and Analysis**

- a. All testing is performed in DDC's accredited laboratory using validated DNA methodologies in accordance with AABB standards. Multiple genetic systems may be utilized to ensure accurate and conclusive results. Testing results undergo technical review by qualified personnel, and quality control measures are applied throughout the analytical process to ensure reliability and consistency.

## **6. Results Reporting and Documentation**

- a. Final reports are issued through a secure online portal accessible to authorized agency personnel. Reports include all required chain-of-custody documentation and are formatted to meet legal standards for admissibility. Case status, documentation, and results are available for real-time access.

## **7. Program Oversight and Quality Assurance**

- a. DDC maintains ongoing quality monitoring processes, including internal audits, performance tracking, and compliance with accrediting body requirements. Operational reporting and support are provided as needed to ensure transparency and adherence to contractual requirements.

(Note: Additional details, supporting documentation, and expanded procedural materials can be provided upon request to further demonstrate compliance with all applicable requirements.)