



6370 Wilcox Road
Dublin, Ohio 43016

Telephone: 614-889-1061

June 8, 2011

Ms. Roberta Wagner
WV Purchasing Division
2019 Washington St E
Building 15
Charleston, WV 25305-0130

Dear Ms. Wagner:

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

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

Attached for your examination is the LabCorp response to the Request for Quotation #EHP11162 for Testing Services for Interferon Gamma Release Assay dated April 28, 2011. Once you have reviewed this information, I hope that you will conclude that LabCorp is committed to and capable of providing you with the finest laboratory testing service available. Thank you for this opportunity to introduce LabCorp's advantages.

Sincerely,

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

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LABORATORY DIVISION
STATE OF WV



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

Request for Quotation

RFQ NUMBER

EHP11162

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER
304-558-0067

*713133556 04
LABORATORY CORPORATION OF AMER
358 SOUTH MAIN STREET
BURLINGTON NC 27215

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

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS | | |
|---|---------------|--------------------------|------------------------|---------------|-----------------------------------|--------|
| 04/28/2011 | | | | | | |
| BID OPENING DATE: 06/14/2011 | | BID OPENING TIME 01:30PM | | | | |
| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
| 0001 | 800 | EA | | 948-55 | | |
| TESTING SERVICES FOR INTERFERON GAMMA RELEASE ASSAY | | | | | | |
| REQUEST FOR QUOTATIONS | | | | | | |
| TO PROVIDE AN OPEN END CONTRACT TO PERFORM INTERFERON GAMMA RELEASE ASSAY (AGRA) BLOOD TESTING SERVICES TO SCREEN FOR TUBERCULOSIS INFECTION/TUBERCULOSIS DISEASE STATEWIDE, PER THE ATTACHED SPECIFICATIONS. | | | | | | |
| CONTRACT SHALL BEGIN UPON AWARD AND CONTINUE FOR A PERIOD OF ONE YEAR, WITH THE OPTION OF TWO (2), ONE (1) YEAR PERIODS. | | | | | | |
| EXHIBIT 3 | | | | | | |
| LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. | | | | | | |
| UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. | | | | | | |
| RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, | | | | | | |
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | | | | | |
| SIGNATURE <i>[Signature]</i> | | | TELEPHONE 800-282-7300 | | DATE June 8, 2011 | |
| TITLE L. Edward Gullett, Jr Vice President, Controller | | | FEIN 13-3757370 | | ADDRESS CHANGES TO BE NOTED ABOVE | |

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



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| <p>SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> | | | | | | |
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | | | | | |
| SIGNATURE Please refer to page 1 for signature | | | | TELEPHONE | | DATE |
| TITLE | | FEIN | | ADDRESS CHANGES TO BE NOTED ABOVE | | |

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| <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>INQUIRIES:</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 05/23/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES</p> | | | | | | |
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | | | | | |
| SIGNATURE Please refer to page 1 for signature | | | | TELEPHONE | | DATE |
| TITLE | | FIRM | | ADDRESS CHANGES TO BE NOTED ABOVE | | |

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|---|----------|-----|----------|-------------|------------|--------|
| ON THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER. | | | | | | |
| REV. 3/88 | | | | | | |
| PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD. | | | | | | |
| REV 07/16/2007 | | | | | | |
| VENDOR PREFERENCE CERTIFICATE | | | | | | |
| THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF | | | | | | |
| NOTICE | | | | | | |
| A SIGNED BID MUST BE SUBMITTED TO: | | | | | | |
| DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|--|-----------|-----------------------------------|
| SIGNATURE please refer to page 1 for signature | TELEPHONE | DATE |
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| CHARLESTON, WV 25305-0130 | | | | | | |
| PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED. | | | | | | |
| THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: | | | | | | |
| SEALED BID | | | | | | |
| BUYER:-----RW/FILE 22----- | | | | | | |
| RFQ. NO.:-----EHP11162----- | | | | | | |
| BID OPENING DATE:-----06/14/2011----- | | | | | | |
| BID OPENING TIME:-----1:30 PM----- | | | | | | |
| PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: | | | | | | |
| Fax: 614-761-0791 | | | | | | |
| CONTACT PERSON (PLEASE PRINT CLEARLY): | | | | | | |
| Rachel Allen | | | | | | |
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | | | | | |
| SIGNATURE | | TELEPHONE | | DATE | | |
| Please refer to page 1 for signature | | | | | | |
| TITLE | | FAX | | ADDRESS CHANGES TO BE NOTED ABOVE | | |

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

EHP11162 - Interferon Gamma Release Assay (IGRA)

6

OPEN END CONTRACT

SCOPE

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

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

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

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

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

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

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

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

Services Under this Contract

1. Lab will provide in vitro blood testing.

*Please see attached LabCorp Response

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

*Please see attached LabCorp Response

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

*Please see attached LabCorp Response

EHP11162 - Interferon Gamma Release Assay (IGRA)

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

*Please see attached LabCorp Response

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

*Please see attached LabCorp Response

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

*Please see attached LabCorp Response

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

*Please see attached LabCorp Response

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

*Please see attached LabCorp Response

COST SHEET FOR EHP11162

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

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


 Signature

DATE: 6/8/11

Laboratory Corporation of America Holdings

Vendor Name:

WV COUNTY HEALTH DEPARTMENT LIST

Barbour County Health Department

23 Wabash Avenue
Phillippi, West Virginia 26416

Beckley-Raleigh Health Department

1602 Harper Road
Beckley, West Virginia 25801

Berkeley County Health Department

800 Emmett Rousch Drive
Martinsburg, West Virginia 25401

Boone County Health Department

Post Office Box 209
Madison, West Virginia 25130

Braxton County Health Department

496 Old Turnpike Road
Sutton, West Virginia 26001

Brooke County Health Department

204 Courthouse Square
Wellsburg, West Virginia 26070

Cabell-Huntington Health Department

703 7th Avenue
Huntington, West Virginia 25701

Clay County Health Department

Post Office Box 36
Clay, West Virginia 25043

Doddridge County Health Department

Route 2, Box 64
West Union, West Virginia 26456

Fayette County Health Department

202 Church Street
Fayetteville, West Virginia 25840

Gilmer County Health Department

809 Mineral Road
Glennville, West Virginia 26361

Grafton-Taylor Health Department

Post Office Box 16
Grafton, West Virginia 26364

Grant County Health Department

Post Office Box 608, Route 28
Petersburg, West Virginia 26847

Greenbrier County Health Department

9207 Seneca Trail South
Ronceverte, West Virginia 24970

Hampshire County Health Department

HC 71, Box 9
Augusta, West Virginia 26704

Hancock County Health Department

Post Office Box 578
New Cumberland, West Virginia 26047

Hardy County Health Department

411 Spring Avenue, Suite 101
Moorefield, West Virginia 26836

Harrison-Clarksburg Health Department

330 West Main Street
Clarksburg, West Virginia 26301

Jackson County Health Department

804 South Church Street
Ripley, West Virginia 26271

Jefferson County Health Department

1948 Wiltshire Road, Suite 1
Kearneyville, West Virginia 26430

Kanawha-Charleston Health Department
Post Office Box 927
Charleston, West Virginia 25323

Lewis County Health Department
125 Court Avenue
WESTON, West Virginia 26462

Lincoln County Health Department
Post Office Box 627
Hamlin, West Virginia 25523

Logan County Health Department
300 Stratton Street, Room 203
Logan, West Virginia 25601

Marion County Health Department
300 Second Street
Fairmont, West Virginia 26564

Marshall County Health Department
Post Office Box 429
Moundsville, West Virginia 26041

Mason County Health Department
216 Fifth Street
Point Pleasant, West Virginia 25550

McDowell County Health Department
Post Office Box 218
Wilcoe, West Virginia 24895

Mercer County Health Department
Route 2, Box 382
Bluefield, West Virginia 24701

Mid-Ohio Valley Health Department
211 Sixth Street
Parkersburg, West Virginia 26101

Mineral County Health Department

Route 3, Box 3046
Keyser, West Virginia 26726

Mingo County Health Department

Post Office Box 1096
Williamson, West Virginia 26661

Monongalia County Health Department

453 Van Voorhis Road
Morgantown, West Virginia 26505

Monroe County Health Department

Post Office Box 590
Union, West Virginia 24983

Morgan County Health Department

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

Nicholas County Health Department

One Stevens Road
Summersville, West Virginia 26651

Pendleton County Health Department

Post Office Box 520
Franklin, West Virginia 26607

Pocahontas County Health Department

900 Tenth Avenue
Marlinton, West Virginia 24954

Preston County Health Department

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

Putnam County Health Department

1401 Hospital Drive, Suite 304
Hurricane, West Virginia 25526

Randolph County Health Department
201 Henry Avenue
Elkins, West Virginia 26241

Summers County Health Department
Post Office Box 898
Hinton, West Virginia 25951

Tucker County Health Department
208 1/2 Third Street
Parsons, West Virginia 26287

Upshur-Buckhannon Health Department
15 North Locust Street
Buckhannon, West Virginia 26201

Wayne County Health Department
Post Office Box 388
Wayne, West Virginia 25670

Webster County Health Department
112 Bell Street, Suite C
Webster Springs, West Virginia 26286

Wetzel-Tyler Health Department
425 South Fourth Avenue
Paden City, West Virginia 26159

Wheeling-Ohio Health Department
1500 Chapline Street
Wheeling, West Virginia 26003

Wyoming County Health Department
Post Office Box 1679
Pineville, West Virginia 248741679

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

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

INSTRUCTIONS TO BIDDERS

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

**Laboratory Corporation of America Holdings (LabCorp) Response to
WV Health and Human Resources RFQ #EHP11162
For Testing Services for Interferon Gamma Release Assay**

Services Under this Contract

1. Lab will provide in vitro blood testing.

LabCorp Response: LabCorp can comply with this requirement. The test proposed herein is the QuantiFERON® TB-Gold to aid in the diagnosis of both latent and active infection.

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

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

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

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

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

LabCorp Response: LabCorp can comply with this requirement.

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

LabCorp Response: Standard LabCorp turn-around-time (TAT) for this testing is 95% of the specimens are completed within 96 hours. The LabCorp test requires incubation for 24 hours, therefore the average TAT is estimated to 72 hours of receipt of specimen at LabCorp's testing facility.

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

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

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

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

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

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

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

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



6370 Wilcox Road
Dublin, Ohio 43016

Telephone: 614-889-1061

June 10, 2011

Ms. Roberta Wagner
WV Purchasing Division
2019 Washington Street E
Building 15
Charleston, WV 25305-0130

Re: HIPAA Business Associate Agreement

Dear Ms. Wagner:

This letter is in reply to your request that Laboratory Corporation of America Holdings ("LabCorp") enter into a Business Associate Agreement (BAA) with your organization with respect to the use and disclosure of protected health information (PHI) under the HIPAA Privacy and Security Rules, and/or the expanded HIPAA requirements under the HITECH Act of 2009 regarding breach notification for unsecured PHI.

Having reviewed the business relationship between LabCorp and your organization, which is limited to reference clinical laboratory testing services, it is LabCorp's position that the relationship does not qualify for a BAA as the use and disclosure of PHI between our organizations is concerning the treatment of individuals.

As set forth in the HIPAA Privacy Rule at 45 CFR 164.502(e)(1)(ii)(A), the contractual provisions required for business associate relationships do not apply with respect to disclosures of PHI by a covered entity to a health care provider concerning the treatment of individuals. In addition, the Office for Civil Rights (OCR) provides guidance on its website at <http://www.hhs.gov/ocr/privacy/hipaa/faq/providers/business/240.html> explicitly excluding the disclosures of PHI for treatment purposes from the business associate requirements. As such, the BAA requirements under the HIPAA Privacy and Security Rules are not applicable, and the breach notification provisions of HITECH do not require execution of a BAA where such requirements are otherwise inapplicable.

LabCorp is fully committed to compliance with its obligations as a covered entity under HIPAA. We appreciate your efforts and your cooperation in this matter. Should you have any questions, please feel free to contact me at (614) 889-1061, extension 3347 or by e-mail at thomas2@labcorp.com.

Sincerely,

Sherry Thomas
Associate Vice President, Central Division
Laboratory Corporation of America Holdings



EARL RAY TOMBLIN
GOVERNOR

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
P.O. BOX 50130
CHARLESTON, WEST VIRGINIA 25305-0130

ROBERT W. FERGUSON, JR.
CABINET SECRETARY
DAVID TINCHER
DIRECTOR

January 5, 2011

Ray Frye
Associate Vice President
LabCorp
501 Locust Avenue
Fairmont, West Virginia 26554

RE: Resident Vendor Preference Predetermination

Dear Mr. Frye,

The Purchasing Division appreciates LabCorp's efforts to determine its resident vendor preference status in advance of potential bidding opportunities. Such efforts, if undertaken by more bidders, would greatly reduce the time required to award contracts and respond to protests of resident vendor preference status.

I have reviewed the information LabCorp provided in its letter dated December 13, 2010, and examined the applicable Resident Vendor Preference laws and regulations. After conducting that review, I have determined that LabCorp could be eligible for the non-resident vendor preference identified as #3 on the Vendor Preference Certificate. That particular preference has two main components that must be met. The first component of the preference requires that LabCorp, employ 100 people or more in the State of West Virginia. Your letter indicates that LabCorp employs 314 individuals in West Virginia. The second component requires that, on average, 75% of the individuals performing work under the bid proposal and resulting contract be residents of West Virginia for the two years immediately preceding the bid submission. Assuming that LabCorp's bid related to a project that would be completed by its 314 employees in West Virginia, the second component of the preference would be met. Without knowing the nature of the goods or services being provided under a bid submission and the actual employees that would perform under the bid, however, it is not possible for the Purchasing Division to say with certainty that LabCorp would qualify for the #3 preference.

It is less likely that LabCorp would qualify for the preference marked as #1 on the Vendor Preference Certificate, but it may still be possible. LabCorp itself is not considered a resident vendor and therefore could not obtain the preference marked as #1 without a subsidiary. Under the rules governing the preference, a firm must maintain its corporate headquarters and principal place of business in West Virginia. As indicated in your letter, LabCorp's corporate headquarters is not located in West Virginia. LabCorp may, however, qualify for the resident vendor preference marked as #1 through a subsidiary, if LabCorp had a subsidiary that qualified as a resident (headquarters and principal place of business in West Virginia), that subsidiary employed a minimum of 100 West Virginia residents, and 75% of the employees performing on the contract for which the preference is sought are residents and have been continuously for two years immediately preceding the bid submission. If the aforementioned requirements were met, LabCorp could qualify for the preference marked as #1 even though it is not considered a resident vendor.

Ray Frye
January 5, 2011
Page 2

LabCorp would not qualify for the preference marked as #2 on the Vendor Preference Certificate since that particular preference requires the vendor to be a resident, and does not contain an exception to that requirement. As explained above, LabCorp does not maintain its headquarters in West Virginia and would not be a resident vendor.

It is important to note that a vendor preference must be requested in writing with the bid submission and that additional documentation may be required after receiving the bid to verify any preference claim.

If you have any further questions regarding this matter, please feel free to contact me at (304) 558-8806.

Sincerely,

A handwritten signature in black ink, appearing to read "James Meadows", with a stylized flourish at the end.

James Meadows, Attorney
Purchasing Division

Rev. 09/08

State of West Virginia **VENDOR PREFERENCE CERTIFICATE**

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

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 _____ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 _____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 _____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 _____ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 x Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 _____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 _____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 _____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: Laboratory Corporation of America Holdings Signed: [Signature]

L. Edward Gullett, Jr.

Date: June 8, 2011

Title: Vice President, Controller

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

RFQ No. EHP11162

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Laboratory Corporation of America Holdings

Authorized Signature: [Signature]

Date: 6/8/11

State of Kentucky

County of Jefferson, to-wit:

Taken, subscribed, and sworn to before me this 8th day of June, 2011.

My Commission expires October 18, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC: [Signature]