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

Header 11

List View

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

Procurement Folder: 1028510
Procurement Type: Central Master Agreement
Vendor ID: VS0000040093
Legal Name: Quest Diagnostics
Alias/DBA:
Total Bid: $37,140.95
Response Date: 05/04/2022
Response Time: 9:02
Responded By User ID: QuestTeam
First Name: Cecilia
Last Name: Martelino
Email: cecilia.t.martelino@quest
Phone: 6147360011

SO Doc Code: CRFQ
SO Dept: 0506
SO Doc ID: EPS2200000001
Published Date: 4/20/22
Close Date: 5/4/22
Close Time: 13:30
Status: Closed
Solicitation Description: CLINICAL LABORATORY TESTING FOR TUBERCULOSIS
Total of Header Attachments: 11
Total of All Attachments: 11

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

State of West Virginia
Solicitation Response

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

Solicitation Closes	Solicitation Response	Version
2022-05-04 13:30	SR 0506 ESR04282200000006761	1

VENDOR

VS0000040093
Quest Diagnostics

Solicitation Number: CRFQ 0506 EPS2200000001

Total Bid: 37140.949999999997089616954320 **Response Date:** 2022-05-04 **Response Time:** 09:02:35

Comments: Please see overall comments/responses on attached document.
QUEST WILL OFFER A BACKGROUND DISCOUNT OF40% FOR ANY ADDITONAL TESTING NEEDED THAT WERE NOT INCLUDED IN THIS BID. ANY REFLEX TESTING WILL BE AT AN ADDITIONAL COST. SEE ATTACHMENT FOR REFLEX PRICING AND COMPLETE BID.
PROMPT PAYMENT IS ALWAYS APPRECIATED, BUT EARLY OR PROMPT PAYMENT DISCOUNTS ARE NOT AVAILABLE.

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

Vendor Signature X **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Basic Metabolic Panel	20.00000	EA	1.700000	34.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Commodity Line Comments:

Extended Description:

Basic Metabolic Panel

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Complete Metabolic Panel	275.00000	EA	2.130000	585.75

Comm Code	Manufacturer	Specification	Model #
85111504			

Commodity Line Comments:

Extended Description:

Complete Metabolic Panel

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Hepatic Function Panel	250.00000	EA	1.630000	407.50

Comm Code	Manufacturer	Specification	Model #
85111504			

Commodity Line Comments:

Extended Description:

Hepatic Function Panel

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Renal Function Panel	10.00000	EA	1.840000	18.40

Comm Code	Manufacturer	Specification	Model #
85111504			

Commodity Line Comments:

Extended Description:

Renal Function Panel

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	CBC with Diff	250.00000	EA	2.250000	562.50

Comm Code	Manufacturer	Specification	Model #
85111504			

Commodity Line Comments:

Extended Description:

CBC with Diff

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Albumin	10.00000	EA	1.240000	12.40

Comm Code	Manufacturer	Specification	Model #
85111504			

Commodity Line Comments:

Extended Description:

Albumin

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

Comm Code	Manufacturer	Specification	Model #
85111504			

Commodity Line Comments:

Extended Description:

Amylase

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Lypase	10.00000	EA	4.000000	40.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Commodity Line Comments:

Extended Description:

Lypase

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Creatinine	10.00000	EA	1.240000	12.40

Comm Code	Manufacturer	Specification	Model #
85111504			

Commodity Line Comments:

Extended Description:

Creatinine

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	hcG, Beta subunit, Qual (serum pregnancy)	50.00000	EA	6.000000	300.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Commodity Line Comments:

Extended Description:

hcG, Beta subunit, Qual (serum pregnancy)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Hep B surface antibody	250.00000	EA	4.750000	1187.50

Comm Code	Manufacturer	Specification	Model #
85111504			

Commodity Line Comments:

Extended Description:

Hep B surface antibody

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Hep B surface antigen	250.00000	EA	4.750000	1187.50

Comm Code	Manufacturer	Specification	Model #
85111504			

Commodity Line Comments:

Extended Description:

Hep B surface antigen

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	HBsAg confirmation	50.00000	EA	24.000000	1200.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Commodity Line Comments:

Extended Description:

HBsAg confirmation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	HCV Ab w/Rflx to Quant RT-PCR	250.00000	EA	6.000000	1500.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Commodity Line Comments:

Extended Description:

HCV Ab w/Rflx to Quant RT-PCR

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	HCV RNA by PCR, Quantitative	50.00000	EA	85.000000	4250.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Commodity Line Comments:

Extended Description:

HCV RNA by PCR, Quantitative

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	HIV-1/0/2, 4th generation	50.00000	EA	8.000000	400.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Commodity Line Comments:

Extended Description:

HIV-1/0/2, 4th generation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	HIV RNA Qualitative	10.00000	EA	125.000000	1250.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Commodity Line Comments:

Extended Description:

HIV RNA Qualitative

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

Comm Code	Manufacturer	Specification	Model #
85111504			

Commodity Line Comments: 1

Extended Description:

TSH, 3rd generation

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

Comm Code	Manufacturer	Specification	Model #
85111504			

Commodity Line Comments:

Extended Description:

Uric Acid

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	T-SPOT TB Test	300.00000	EA	55.000000	16500.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Commodity Line Comments:

Extended Description:

T-SPOT TB Test

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	QuantiFERON-TB Gold Plus	50.00000	EA	50.000000	2500.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Commodity Line Comments:

Extended Description:

QuantiFERON-TB Gold Plus

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	Drug Level - Rifampin	10.00000	EA	128.000000	1280.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Commodity Line Comments:

Extended Description:

Drug Level - Rifampin

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	Drug Level-Isoniazid	10.00000	EA	128.000000	1280.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Commodity Line Comments:

Extended Description:

Drug Level-Isoniazid

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	Drug Level-Pyrazinamide	10.00000	EA	128.000000	1280.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Commodity Line Comments:

Extended Description:

Drug Level-Pyrazinamide

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	Drug Level-Ethambutol	10.00000	EA	128.000000	1280.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Commodity Line Comments:

Extended Description:

Drug Level-Ethambutol

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

Comm Code	Manufacturer	Specification	Model #
85111504			

Commodity Line Comments:

Extended Description:

Phlebotomy Services

May 2022

A Proposal for **CLINICAL LABORATORY TESTING FOR TUBERCULOSIS PATIENTS** from Quest Diagnostics

State of West Virginia

1355 Mittel Boulevard
Wood Dale, IL 60191
www.QuestDiagnostics.com

May 4, 2022

State of West Virginia
Crystal Hustead, Senior Buyer
2019 Washington St E
Charlston, WV 25305

Dear Ms. Hustead & Members of State of West Virginia:

Thank you for the opportunity to respond to the State of West Virginia RFQ for CLINICAL LABORATORY TESTING FOR TUBERCULOSIS PATIENTS. Quest Diagnostics is the world's leading provider of diagnostic testing information services and uniquely positioned to meet your needs.

As the industry leader, Quest Diagnostics serves approximately half of the hospitals in the United States and has delivered over 20 billion test results in the past decade. But Quest Diagnostics offers so much more than just cost-effective, high-quality lab testing - we provide unparalleled solutions in areas such as:

- **Diagnostic Services.** Quest Diagnostics offers the industry's most comprehensive menu of esoteric tests, including routine and specialized testing - therefore we are a true single-source, full-spectrum lab partner.

- **Clinical Expertise.** Quest Diagnostics is a driving force behind lab innovations. We continually collaborate with leading academic institutions to drive diagnostic discovery, offer clinical decision support through a library of web-based algorithms and direct access to over 650 medical experts, and help providers continue their medical education.

- **Data-Driven Insights.** Quest Diagnostics' data and analytics portal has self-service, customizable, web-based dashboards and reports to help control expenses, order the right tests, prevent improper testing, and improve quality metrics and financial performance.

Thank you again for the opportunity to provide a proposal in response to the State of West Virginia RFQ for CLINICAL LABORATORY TESTING FOR TUBERCULOSIS PATIENTS. I look forward to hearing from you.

Sincerely,

Cecilia Martelino, Sales Director
Phone: 614.736.0011
Email: Cecilia.T.Martelino@Questdiagnostics.com

Table of Contents

3. QUALIFICATIONS:

3.1 Vendor must be accredited by the Clinical Laboratory Improvements Act/Amendments (CLIA).

Every Quest Diagnostics testing location is appropriately licensed and certified under the Clinical Laboratory Improvement Amendments of 1988 (CLIA) and as required by certain state laboratory licensure programs. Additionally, Quest Diagnostics' regional and esoteric reference laboratories are accredited by the College of American Pathologists (CAP). Please see **Exhibits 01 - 04** for documentation.

3.2 Vendor must be accredited by the College of American Pathologist (CAP) to perform IGRA blood testing services.

The T-SPOT®.*TB* test is a unique, single-visit blood test, also known as an interferon-gamma release assay (IGRA) for TB infection. The T-SPOT.*TB* test is the only blood test that has demonstrated in a pivotal clinical study both sensitivity and specificity exceeding 95% and reliability in all at-risk groups.

- The T-SPOT.*TB* test will not cross react with the bacilli Calmette-Guerin (BCG) vaccine or most non-tuberculous mycobacteria
- The T-SPOT.*TB* test specimens can be drawn into standard blood collection tubes using routine phlebotomy technique
- Test results are available within 36 hours from receipt in the lab
- Invalid rate is less than 1%, reducing the need to re-test patients
- The T-SPOT.*TB* test is the only IGRA that separates cells from whole blood and standardizes the number of these cells used in each patient test, reducing the risk of false-negative and invalid test results

As mentioned above, Quest Diagnostics regional and esoteric reference laboratories are accredited by the College of American Pathologist (CAP).

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

Quest Diagnostics maintains ongoing certifications by CLIA and CAP, these certifications have been provided, please see **Exhibits 01 - 04**.

4. GENERAL REQUIREMENTS:

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

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

Quest Diagnostics is prepared to provide reference laboratory services to the local health departments in the State of West Virgina that are listed in **Exhibit B** provided by the state**.** Quest Diagnostics can provide courier services to many of the locations listed and an overnight FedEx option is available to the State of West Virginia at no additional charge in the case where a courier service might not be available.

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

Quest Diagnostics' bidirectional interfaces are based on HL7 2.3.1 or 2.5.1 protocol depending on the vendor, though earlier versions of HL7 are also supported.

The LIS interface will have the capability to send flags on test results that are reportable to other agencies, provided that the tests in the database are built to do so.

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

Quest Diagnostics has the capability to set up the City of West Virginia for faxed or mailed results in a situation where the results could not be sent electronically.

Each facility will be wet up with Quest Diagnostics Quanum™ Lab Services Manager, which was designed for a streamlined user experience. With Quanum Lab Services Manager, your facilities will benefit from enhanced functionalities in areas such as:

- Lab test ordering in just three clicks
- Test order tracking
- Supply ordering
- Online specimen pickup
- Enhanced results with historical data and clinically relevant insights

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

Quest Diagnostics ensures compliance with HIPAA regulatory requirements; protecting our patients' privacy and maintaining the security of their health information has always been a high priority.

Policies and procedures related to HIPAA and other regulatory requirements have been implemented in every Quest Diagnostics laboratory and across all corporate functions. Integral components of our HIPAA compliance activities are employee training and the implementation of minimum necessary access to protected health information (PHI) and personally identifiable information (PII) to reduce the risk of inappropriate exposure. All 45,000+ employees have been trained on HIPAA and data privacy, and also have signed an Integrity Commitment promising to protect the privacy of all patient health information. Our general patient information privacy policy requires that *all employees must obtain, maintain, use, and disclose patient protected health information in a manner that protects patient privacy and complies with all state and federal laws.*

Quest Diagnostics enters into Business Associate (BA) agreements with vendors who provide certain services to us (where they will have access to protected health information on our behalf) in which the vendors agree to meet the privacy requirements of a HIPAA-covered entity. Additionally, our information technology (IT) security experts, in consultation with outside experts, developed and implemented technical standards which are maintained today to help ensure the privacy and security of digital information.

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

Quest Diagnostics complies with the laws, regulations, and policies that apply to the clinical laboratory business, including CLIA regulations. Quest Diagnostics contacts customers via the primary result reporting channel (ex. an interface, Quanum connectivity solution for web-based reporting) when a problem with a specific specimen is identified. In general, significant specimen concerns (ex. discrepancy between name on specimen and name on order, potential pediatric QNS) are identified within 24 hours after accessioning in the laboratory.

When minor issues are identified (specimen integrity slightly compromised, small amount of specimen received, etc.), specimens may be forwarded to the testing department where technical staff can determine whether or not specimen testing can be successfully performed. This may take up to 24-48 hours after identification but reduces the chance of canceling a test unnecessarily.

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

Quest diagnostics complies with all applicable requirements defined by state and local regulations related to appropriate reporting around infectious disease and communicable diseases. Assuming

that complete and accurate information was submitted at the time of the original test order, the following information is generally included on patient result reports: customer account number; unique specimen/accession number; patient name or other identifier; patient age/date of birth and sex (when provided by client); dates of specimen collection (when provided by client), receipt of specimen in the laboratory, and report; test name and code; test result and unit of measure; reference range, if available; explanatory or qualifying messages when applicable (i.e. clinical information); and the name and address of servicing laboratory and the name and address of the laboratory (if different) that performed the test.

4.1.7 Vendor shall maintain compliance with CLIA regulations regarding quality control and quality assurance, including documentation of the vendor's proficiency testing program. The vendor shall provide all such documentation to BPH or facilities upon request.

Every Quest Diagnostics laboratory has extensive quality assurance/quality control plans and are fully accredited and licensed in line with all applicable federal and state requirements, including CLIA certification. The monitoring of acceptable performance and test accuracy is achieved through the ongoing use of quality control (QC) materials. Before patient results are reported, the control results must meet the stated acceptability criteria, which are based on specifications of quality goals (or allowable total error). If control results fail to meet the laboratory's established criteria for acceptability, an investigation is initiated and remedial action is taken.

Policies and procedures define requirements for the frequency and number of controls, laboratory staff's responsibilities for performing and reviewing QC activities, establishing targets and limits for QC materials, and evaluating the acceptability of QC performance for each test. Data is under active surveillance with daily, weekly, and monthly reviews to monitor the ongoing accuracy and precision of test performance.

Further, each Quest Diagnostics laboratory participates in external proficiency testing as mandated by accrediting agencies, federal requirements, and, as applicable, state laws to monitor the accuracy and reliability of test results. There are policies and procedures in place to address handling, preparing, processing, examining, testing, reporting, evaluating, and taking corrective actions as necessary.

The College of American Pathologists (CAP) is a CMS-approved provider of external proficiency testing surveys and the primary provider used by Quest Diagnostics. For tests not covered by CAP, laboratories are enrolled in other CMS-approved programs to the extent that such programs are available. In addition, where required, our laboratories are enrolled in state proficiency testing programs.

Quest Diagnostics shall provide quality data documentation to BPH or facilities upon request to the extent such data is not considered confidential and/or proprietary.

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

Test result reports will be archived and retained in line with Quest Diagnostics' existing retention policies and schedules. Retention policies vary between test departments, but all clinical laboratory result reports are retained for a minimum of 11 years (retention periods for pathology and cytology result reports may be longer depending on state laws) . Test results are stored indefinitely in Quest Diagnostics' Quanum™ connectivity solution for web-based ordering and resulting, and archived test results may also be retrieved by contacting the Client Services department at the performing laboratory.

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

Quality and management reports are available each month at the account level in electronic format. These reports address test ordering, turnaround time, and issues occurring after specimen accessioning in our laboratories.

- Utilization. Utilization reports provide details around test ordering, including the following for each ordered test: test code, test name, CPT code(s), test volume, and test cost. Monthly and year-to-date data are provided.
- Turnaround Time (TAT). TAT reports provide data by test, including test code, test name, expected TAT, and actual TAT.
- Exception. Exception reports provide detailed information regarding corrected reports, amended reports, missing specimens, and miscellaneous specimen issues. Exception reports are commonly referred to as TNP (or tests not performed) reports.

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

As mentioned above, Quest Diagnostics can provide Quality and management reports monthly, quarterly and/or yearly at the account level upon request.

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

An account manager will be assigned to State of West Virginia to serve as a primary point-of-contact. This individual will be responsible for developing relationships with State of West Virginia personnel (including decision-makers and other key stakeholders as well as laboratory leaders); educating health system personnel on all processes and procedures related to ordering testing and

receiving results from Quest Diagnostics; providing immediate support and resolution for service issues and escalating issues as needed; and presenting new or enhanced connectivity products and new test offerings. Our hiring practices ensure that all account managers have experience providing services to healthcare providers, an outstanding general knowledge of the reference laboratory business and healthcare industry (ex. esoteric testing and processes, payors, and regulations), and a first-rate track record of everyday excellence in client service delivery.

The primary contact for the State of West Virginia is listed below:

(Printed Name and Title): Cecilia Martelino, Sales Director

(Address): 2760 Airport Dr. Suite 140, Columbus, Ohio 43219 USA

(Phone Number) / (Fax Number): ph: 614-736-0011

(e-mail address): Cecilia.t.martelino@questdiagnostics.com

State of West Virginia will have access to Quest Diagnostics' Client Services representatives 24 hours a day, 365 days a year by telephone at 866.MYQUEST (866.697.8378). Representatives will respond to inquiries in areas such as specimen requirements, general test information, turnaround time, test add-ons, and results. They will also channel calls to the appropriate individuals (including medical directors, scientific directors, and pathologists) for technical or medical interpretive information.

4.1.12 Vendor shall provide a set fee for phlebotomy services to be provided at the facilities. When, and/or if, a phlebotomist is needed, the facility will contact the vendor for the provision of services pursuant to the fee quoted. Phlebotomy services may be provided onsite at the facility or at a vendor facility. Please note: all travel expenses, if any must be included in the fee as an all-inclusive rate.

The facilities can utilize one of Quest Diagnostics Patient Service Centers for phlebotomy. We operate a national network of more than 2,100 Patient Service Centers, including a presence the State of West Virginia area. We offer flexible appointment scheduling online or by telephone, accept walk-ins, and maintain convenient early morning and weekend hours.

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

State of West Virginia will be responsible for specimen collection and labeling in line with our published requirements, and Quest Diagnostics shall assume liability to the extent applicable for transportation and testing of the specimen when the labs are collected by the State of West Virginia versus a Quest Diagnostics Patient Services Center.

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

State of West Virginia's personnel will be trained in our fully customizable Smooth Start onboarding program which was developed to ease the transition to Quest Diagnostics. The onboarding timeline will be developed in coordination with you and the program includes orientation and education on a variety of topics, including specimen collection and preparation, test ordering and requisitions, supplies, results delivery, and key contact information.

In addition, to facilitate the specimen collection and ordering processes, quest Diagnostics maintains an online Test Directory. General instructions related to ordering procedures and specimen labeling are provided (https://www.questdiagnostics.com/healthcare-professionals/test-directory/specimen-handling/specimen-collection-transport-guide).

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

As mentioned above in 4.1.14, the State of West Virginia's personnel will be trained utilizing our fully customizable Smooth Start onboarding program which was developed to ease the transition to Quest Diagnostics.

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

At no additional charge, the supplies necessary for the proper collection, processing, handling, and transport of specimens to be tested by Quest Diagnostics will be provided to State of West VirginiaThese supplies include, but are not limited to:

- Collection & Transport Containers: Adult and pediatric needle holders; needles; microtainers; vacutainers; tissue bottles; cytology supplies such as slides; microbiology and virology bottles, probes, and swabs; cups and vials; urine containers and additives
- Packaging & Transport: Specimen bags in a variety of colors to visually identify required sample temperature; transport bags in a variety of colors and sizes; pathology kits; transport racks
- Miscellaneous: General, custom, or special requisitions; esoteric anatomic pathology tracking forms; special handling labels

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

Prior to reporting patient results for any test, Quest Diagnostics complies with the verification and validation procedures required by the CLIA regulations and CAP requirements which ensure that an assay is performing as intended. CLIA requires that the laboratory establish the performance specifications for each modified FDA-cleared or approved test system, each Laboratory

Developed Test (LDT), and each test system for which the manufacturer does not provide performance specifications. The establishment of method performance specifications must provide evidence that the accuracy, precision, analytical sensitivity, and analytical specificity of the procedure are adequate.

The specific validation procedure used by Quest Diagnostics is dependent upon multiple factors; such as whether the assay is performed using unmodified FDA cleared or approved assay, modified FDA approved or cleared assay or LDT. The type of validation may also differ depending upon the type of assay (ex. culture vs. PCR assay vs. chemistry assay).

However, the elements of the validation or verification protocol are mostly consistent. The following provides an example of the elements of a Quest Diagnostics Validation Procedure for an LDT at Quest Diagnostics, which might include but are not limited to:

- General description of the principle and analytical method
- Precision studies (intra-assay and inter-assay precision)
- Analytical sensitivity (limit of detection and limit of quantitation)
- Reportable range (standard curve linearity and reproducibility), linearity of patient samples and reportable ranges
- Accuracy (quantitation of standards)
- Spike recovery (where applicable)
- Mixing recovery (where applicable)
- Method comparison (where applicable)
- Correlation studies
- Matrix specificity
- Specificity
- Interferences
- Specimen type(s)
- Stability of samples
- Reference range (studies and / or supporting medical literature documentation)
- Carryover (where applicable)
- Validation data
- Summary of validation
- References

For assays performed using an unmodified FDA cleared or approved assay the regulatory requirement, prior to accepting patient samples, the process is to verify the accuracy, precision, and reportable range. The laboratory must also verify that the manufacturer's reference intervals (normal values) are appropriate for the laboratory's patient population.

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

Quest Diagnostics complies with all applicable requirements defined by state and local regulations related to timely and appropriate reporting around infectious and communicable diseases, elevated lead, and cancer. Generally, whenever reporting is required by law or applicable regulatory agency, communicable disease reports are provided directly to the appropriate health agency.

Although turnaround time is not guaranteed, every effort is made to adhere to our established production schedules. Should State of West Virginia experience a recurring service concern related to turnaround time, Quest Diagnostics will meet with your representatives to review the issue and discuss a mutually agreeable corrective action plan.

Quest Diagnostics' Expected turnaround times are available in our online Test Directory (https://testdirectory.questdiagnostics.com/test/home). Quest Diagnostics' published turnaround times are measured from time of accessioning in our laboratories to time of final result report and are based on test setup days and times

4.1.19 A list of the type and estimated quantity of tests, profiles, screens, and cultures required by the facilities are attached as Exhibit A. This exhibit represents the most commonly required and/or requested tests and will be utilized for evaluation purposes.

Quest Diagnostics has reviewed the list of tests that the State of West Virginia will be utilizing and is prepared to offer these to the State of West Virginia along with any other tests that may be added from the Quest Diagnostics test directory.

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

Quest Diagnostics understands that the quantities that are listed in the exhibits are only estimates and not a guarantee of actual quantities to be received from the State of West Virginia.

5. CONTRACT AWARD:

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

Quest Diagnostics' customers have varying requirements related to services, tests and associated volumes, and contract terms - all of which may impact the cost of providing the services. Quest Diagnostics' proposed pricing for State of West Virginia was determined based on your unique testing and service needs, and any price decreases that may be available in the future will also be based on your own unique needs.

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

Quest Diagnostics has completed the Pricing Pages as required. Our price proposal details the fees for each test if ordered as part of our routine reference laboratory services. There are no additional charges for standard support services, including but not limited to those listed below. If additional or enhanced services (ex. STAT pickups that fall outside of existing logistics, certain Quest Lab Stewardship solutions) are required, separate and additional charges may apply. Such charges will be discussed as needed.

- The provision of the supplies necessary for the proper collection, processing, handling, and transport of specimens to be tested by Quest Diagnostics
- Routine (i.e. scheduled) specimen pickups at State of West Virginia and transportation to our servicing laboratory
- Result reports released electronically (or via fax, if that it the preference of State of West Virginia)
- Standard medical, scientific, and technical consultation
- Local account management as well as 24/7 telephone access to Quest Diagnostics' Client Services representatives

Quest Diagnostics offers three types of reflex testing: standard required reflex tests, standard reflex tests, and customer-specific reflex tests. Customers order reflex testing when they want additional tests performed automatically if the results of the first test meet or exceed the specified criteria, which is determined by either medical experts at Quest Diagnostics in accordance with standard medical practice or by the customer.

The reflex test is almost always an additional charge above the initial test. Upon request, customers can be set up to receive notice via real-time auto fax when a reflex test is added so patient billing can be adjusted.

6. ORDERING AND PAYMENT:

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

The Agencies may utilize Quest Diagnostics Quanum™ Lab Services Manager which was designed for a streamlined user experience. With Quanum Lab Services Manager, your practice will benefit from enhanced functionalities in areas such as:

- Lab test ordering in just three clicks
- Test order tracking
- Supply ordering
- Online specimen pickup
- Enhanced results with historical data and clinically relevant insights

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

Quest Diagnostics can issue electronic invoices and accept electronic payments (ex. EFT). Our paperless invoice process allows for increased patient information security and more seamless billing.

eInvoice™ is a service is designed to offer enhanced account management. Through eInvoice, customers can: access their accounts online 24 hours a day, 365 days a year; use one log-in for all accounts; make electronic payments and define payment scheduling; store payment information; manage discrepancies and disputes without contacting a billing representative by telephone; receive enhanced email notifications to track account activity; transfer credits between open invoices; and view historical activity, account aging, account balances, and open invoices and adjustments.

7. DELIVERY AND RETURN:

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

Quest Diagnostics will provide test results in line with our published turnaround times (measured from time of accessioning in our laboratory to time of final result and based on test setup days and times. Production schedules (i.e. frequency of testing) have been carefully determined to optimize efficiencies in our laboratory and minimize turnaround time, and many routine assays are run multiple times per day. Additionally, wherever appropriate, efforts have been made in Quest Diagnostics' laboratories to improve turnaround time through automation (ex. automated pipetting).

Although turnaround time is not guaranteed, every effort is made to adhere to our established production schedules. Should State of West Virginia experience a recurring service concern related to turnaround time, Quest Diagnostics will meet with your representatives to review the issue and discuss a mutually agreeable corrective action plan.
It is Quest Diagnostics' goal to complete STAT/emergency testing within four hours of specimen accessioning in our laboratory, assuming the requested STAT is included on the local testing site's then-current STAT menu. Actual turnaround time may vary depending on the specific test requirements.

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

A delay in turnaround time due to routine circumstances on an individual specimen is not typically communicated in advance of reporting test results. However, if unusual circumstances occur which affect the expected turnaround time on all orders of a particular test, such as reagent backorders or other technical difficulties, customers are notified electronically or by telephone within 24 hours of identification of such issue. In addition, as a matter of standard practice, tests in question or delayed due to missing required information are immediately called so that we can complete the testing.

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

Quest Diagnostics has policies and procedures in place to address the evaluation, selection, and quality monitoring of referral laboratories. For example, the referral laboratory must meet the licensure and certification standards that are compatible with the type of testing performed

and Quest Diagnostics will not contract with a laboratory unless that laboratory holds valid certificates and licenses covering all applicable testing.

To ensure quality, in general Quest Diagnostics only refers tests to our previously established referral vendors. We expect that the Agency will have already obtained the necessary approvals prior to requesting a test to be referred to an alternate laboratory. However, we are willing to review individual requests on a case-by-case basis.

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

Quest Diagnostics does not charge a fee for the delivery of supplies to the city of West Virginia so this would be non applicable.

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

Quest Diagnostics does not charge for supplies or delivery of those supplies and if any supplies that are delivered to the City of West Virginia are incorrect, Quest Diagnostics can arrange for those supplies to be picked up at no charge.

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

As previously mentioned, Quest Diagnostics does not charge any fees for supplies or shipping of those supplies. Any supplies ordered in error can be returned to Quest Diagnostics at no charge to the State of West Virginia.

EXCEPTIONS TO RFQ:

Quest Diagnostics reviewed the Terms and Conditions provided to vendors as a part of the request for Laboratory Services and has respectfully submitted a “redlined” version for the State of West Virginia’s review and consideration. (see Exhibit 05)

The changes proposed are intended to ensure that (a) the terms and conditions are appropriate for the provision of a service like reference laboratory testing and (b) the terms and conditions reflect Quest Diagnostics’ operational capabilities and normal business practice.

If there are any questions or concerns regarding the proposed changes, we hope that the State of West Virginia will not hesitate to contact us to discuss further.

WV STATE GOVERNMENT, HIPAA BUSINESS ASSOCIATE ADDENDUM:

Quest Diagnostics is a covered entity under HIPAA and does not become a business associate (as that term is defined in the HIPAA Privacy Rule) of another covered health care provider, such as a hospital or physician, by providing laboratory services to that covered health care provider. The Privacy Rule, at 45 CFR § 164.506, makes it clear that any covered entity, including Quest Diagnostics, as well as referring physicians or hospitals, is permitted to make disclosures of protected health information to another health care provider for treatment purposes, to health plans for payment purposes, and to other covered entities for either party's health care operations purposes.

We would be happy to provide additional information about this position upon request.

LIST OF SUPPORTING EXHIBITS:

1. Exhibit 01: Licensure and Accreditation WDL
2. Exhibit 02: AThomas licensure WDL
3. Exhibit 03: CAP License Pittsburgh
4. Exhibit 04: CLIA License Pittsburgh
5. Exhibit 05: Exceptions to the RFQ

Proc Folder: 1028510 Doc Description: CLINICAL LABORATORY TESTING FOR TUBERCULOSIS PATIENTS Proc Type: Central Master Agreement			Reason for Modification:
Date Issued	**Solicitation Closes**	**Solicitation No**	**Version**
2022-04-20	2022-05-04 13:30	CRFQ 0506 EPS2200000001	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Quest Diagnostics LLC

Address :

Street : 1355 Mittel Blvd

City : Wood Dale

State : IL **Country :**

Principal Contact : Cecilia Martelino

US

Vendor Contact Phone: 614-736-0011 **Extension:** **Zip :** 60191

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

Vendor Signature X  FEIN# [redacted] 04/28/2022 **DATE**

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

Laboratory

ADDITIONAL INFORMATION

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

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

INVOICE TO	**SHIP TO**

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

FORM ID: WV-PRC-CRFQ-002 2020/05

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Basic Metabolic Panel	20.00000	EA	$1.20	$24.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Extended Description:
Basic Metabolic Panel

INVOICE TO	**SHIP TO**

INVOICE TO	SHIP TO

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Complete Metabolic Panel	275.00000	EA	$2.13	$585.75

Comm Code	Manufacturer	Specification	Model #

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Hepatic Function Panel	250.00000	EA	$1.63	$407.50

Comm Code	Manufacturer	Specification	Model #
85111504			
85111504			

Extended Description:
Complete Metabolic Panel

Extended Description:
Hepatic Function Panel

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Renal Function Panel	10.00000	EA	$1.84	$18.40

Comm Code	Manufacturer	Specification	Model #
85111504			

Extended Description:
Renal Function Panel

FORM ID: WV-PRC-CRFQ-002 2020/05

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

Extended Description:
CBC with Diff

Comm Code	Manufacturer	Specification	Model #
85111504			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	CBC with Diff	250.00000	EA	$2.25	$562.50

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Albumin	10.00000	EA	$1.24	$12.40

Comm Code	Manufacturer	Specification	Model #
85111504			

Extended Description:

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

Albumin

Extended Description:
Amylase

Comm Code	Manufacturer	Specification	Model #
85111504			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Amylase	10.00000	EA	$2.00	$20.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Creatinine	10.00000	EA	$1.24	$12.40

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES	HEALTH AND HUMAN RESOURCES

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Lypase	10.00000	EA	$4.00	$40.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Extended Description:
Lypase
Extended Description:
Creatinine

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Hep B surface antibody	250.00000	EA	$4.75	$1,187.50

Comm Code	Manufacturer	Specification	Model #
85111504			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	hcG, Beta subunit, Qual (serum pregnancy)	50.00000	EA	$6.00	$300.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Extended Description: hcG, Beta subunit, Qual (serum pregnancy) **Extended Description:**
Hep B surface antibody

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Hep B surface antigen	250.00000	EA	$4.75	$1,187.50

Comm Code	Manufacturer	Specification	Model #

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	HBsAg confirmation	50.00000	EA	$24.00	$1,200.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Comm Code	Manufacturer	Specification	Model #
85111504			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	HCV RNA by PCR, Quantitative	50.00000	EA	$85.00	$4,250.00

85111504

Extended Description:

INVOICE TO	SHIP TO

HEALTH AND HUMAN RESOURCES	HEALTH AND HUMAN RESOURCES

Hep B surface antigen **Extended Description:** HBsAg confirmation

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	HCV Ab w/Rflx to Quant RT-PCR	250.00000	EA	$6.00	$1,500.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Extended Description:

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	HIV-1/0/2, 4th generation	50.00000	EA	$8.00	$400.00

Comm Code	Manufacturer	Specification	Model #
85111504			

HCV Ab w/Rflx to Quant RT-PCR **Extended Description:** HCV RNA by PCR, Quantitative

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	HIV RNA Qualitative	10.00000	EA	$125.00	$1,250.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Extended Description:
HIV RNA Qualitative

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	TSH, 3rd generation	10.00000	EA	$3.00	$30.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Extended Description:

TSH, 3rd generation C

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	Uric Acid	10.00000	EA	$2.00	$20.00

Comm Code	Manufacturer	Specification	Model #

INVOICE TO	SHIP TO

85111504

Extended Description:

Uric Acid

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	T-SPOT TB Test	300.00000	EA	$55.00	$16,500.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Extended Description:
T-SPOT TB Test

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	QuantiFERON-TB Gold Plus	50.00000	EA	$50.00	$2,500.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Extended Description: QuantiFERONTB Gold Plus

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES	HEALTH AND HUMAN RESOURCES
BPH - TUBERCULOSIS CONTROL	BPH - TUBERCULOSIS CONTROL

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

22	Drug Level - Rifampin	10.00000	EA	$128.00	$1,280.00

Comm Code	Manufacturer	Specification	Model #
85111504			

350 CAPITOL ST, RM 125 CHARLESTON WV US	350 CAPITOL ST, RM 125 CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price

Extended Description:
Drug Level - Rifampin

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	Drug Level-Isoniazid	10.00000	EA	$128.00	$1,280.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Extended Description:
Drug Level-Isoniazid

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	Drug Level-Pyrazinamide	10.00000	EA	$128.00	$1,280.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Extended Description:
Drug Level-Pyrazinamide

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	Drug Level-Ethambutol	10.00000	EA	$128.00	$1,280.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Extended Description: Drug Level-Ethambutol

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	Phlebotomy Services	1.00000	EA	$3.00	$3.00

Comm Code	Manufacturer	Specification	Model #
85111504			

Extended Description:

Phlebotomy Services

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2022-04-25

	Document Phase	Document Description	Page 15
EPS2200000001	Final	CLINICAL LABORATORY TESTING FOR TUBERCULOSIS PATIENTS	

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

Type text here

WV BPH Tuberculosis Control

Client: STATE of WV HHR **Client Number:** New Account

Service Bill Code	Test Name	Client Price
Special Quotes		
0000243	AMYLASE	2.00
0006399	CBC (DIFF/PLT)	2.25
0003259	DRAW FEE, PSC SPEC.	3.00
0036204	HBSAG CONFIRMATION	24.00
0008435	HCG TOTAL QL	6.00
0035645	HCV RNA BY PCR,QT	85.00
0000499	HEP B SURF AB QL	4.75
0000498	HEP B SURF AG W/CONF	4.75
0008472	HEP C AB W/REFL HCV	6.00
0016185	HIV 1 RNA, QL TMA	125.00
0091432	HIV 1/2 AB DIFF	54.60
0091431	HIV1/2 AG/AB,4 W/RFL	8.00
0000606	LIPASE	4.00
0036970	QUANTIFERON(R) PL 1T	50.00
0000899	TSH	3.00
0037737	T-SPOT(R).TB	55.00
0000905	URIC ACID	2.00

Service Bill Code	Test Name	Client Price
Chemistries		
0000223	ALBUMIN	1.24
0000234	ALKALINE PHOSPHATASE	1.24
0000823	ALT	1.24
0000822	AST	1.24
0010165	BASIC METAB PNL	1.70
0034388	BASIC METAB PNL W/O CA	1.63
0090841	BASIC METAB PNL, PLASMA	1.70
0000287	BILIRUBIN, TOTAL	1.24
0000285	BILIRUBIN,DIRECT	1.24
0007286	BILIRUBIN,FRAC.	1.28
0000296	BUN/CREAT RATIO	1.28
0000303	CALCIUM	1.24
0000310	CARBON DIOXIDE	1.24
0034701	CHEM TEST 01	1.24
0034702	CHEM TEST 02	1.28
0034703	CHEM TEST 03	1.35
0034704	CHEM TEST 04	1.42
0034705	CHEM TEST 05	1.49
0034706	CHEM TEST 06	1.56
0034707	CHEM TEST 07	1.63
0034708	CHEM TEST 08	1.70
0034709	CHEM TEST 09	1.77
0034710	CHEM TEST 10	1.84
0034711	CHEM TEST 11	1.91
0034712	CHEM TEST 12	1.98
0034713	CHEM TEST 13	2.05
0034714	CHEM TEST 14	2.13
0034715	CHEM TEST 15	2.20
0035316	CHEM TEST 16	2.27
0000330	CHLORIDE	1.24
0035555	CMP W/O ALT	2.05
0034389	CMP W/O CO2,ALT	1.98

WV BPH Tuberculosis Control

0010231	COMP METAB PNL	2.13
0090839	COMP METAB PNL, PLASMA	2.13
0090840	COMP METAB W/ADJ CAL PLS	2.13
0000375	CREATININE	1.24
0034392	ELECTROLYTE PANEL	1.42
0014964	ELECTROLYTE PNL, PLASMA	1.42
0000483	GLUCOSE, SERUM	1.24
0010256	HEPATIC FUNC PNL	1.63
0034391	HEPATIC FUNC PNL W/O TP	1.56
0090842	HEPATIC FUNC PNL, PLASMA	1.63
0000718	PHOSPHATE (AS PHOS)	1.24
0000733	POTASSIUM	1.24
0011014	POTASSIUM,PLASMA	1.24
0090843	PROTEIN, TOT & ALB PLASMA	1.28
0007577	PROTEIN, TOT AND ALB	1.28
0000754	PROTEIN, TOTAL	1.24
0090844	PROTEIN, TOTAL PLASMA	1.24
0010314	RENAL FUNC PNL	1.84
0000836	SODIUM	1.24
0000294	UREA NITROGEN (BUN)	1.24

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 tenns and conditions contained in this Contract.

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

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

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

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

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

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

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

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

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

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

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

@ Term Contract

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

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (l) 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.

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.

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

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

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

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

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

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

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

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

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to

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

Vendor must maintain:

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

@Automobile Liability Insurance in at least an amount Of: $1,000,000 per occurrence.

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

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

☐ Cyber Liability Insurance in an amount of: _____ per occurrence.

[3 Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of:per occurrence.

[3 Aircraft Liability in an amount of:per occurrence.

STATEOF WV MUST BE LISTED AS AN ADDITIONAL INSURED ON INSURANCE CERTIFICATE

[2 ***CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:
WV DHHR

350 CAPITOL ST, RM 125, CHARLESTON, WV 25301

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

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

10. [Reservedl

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 finn 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 I of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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

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

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

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

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

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

24. MODIFICATIONS: This writing is the parties' final expression of intent. Nofivithstanding 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 (Attomey General approval is as to forrn 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 perfonnance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

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

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

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

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

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the

Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/default html.

Quest Diagnostics has information privacy and security programs run by a large staff of information technology and compliance professionals. Quest Diagnostics maintains a comprehensive, enterprise-wide information technology security program and an extensive data privacy program, both of which are designed to secure our facilities, information systems, and data. . The Quest Diagnostics privacy and security programs meet or exceed recommended best practices. The programs cannot be modified to meet the specifications of any one specific client. Quest Diagnostics is willing to discuss its programs to help address any differences with the State of West Virginia's process.

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-l et seq., 5-22-1 et seq., and 5G-l-l et seq. and the Freedom of Information Act West Virginia Code 29B-l-l 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. I .e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

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

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

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

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

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

36. INDEMNIFICATION: ~~The Vendor~~ Each party agrees to indemnify, defend, and hold han•nless the ~~State and the Agency~~ the other party, 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 their respective obligations related to the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the ~~Vendor~~ or State (as case may be), 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 party ~~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-l oa 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 (l) 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:

E] 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.

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 Serv'ices by phone at (304) 558-991 1 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:

l . The cost for each contract item used does not exceed one tenth of one percent (. I %) 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, (l) 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 prework 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 S 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.

(Name and Title):____ Cecilia Martelino, Sales Director __

(Printed Name and Title): Cecilia Martelino, Sales Director

(Address): 2760 Airport Dr. Suite 140,| Columbus, Ohio 43219 USA |

(Phone Number) / (Fax Number): ph 614-736-0011

(email address): Cecilia.t martelino@questdiagnostics.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 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.

BV signing below; I /ürther certify that I understand this Contract is subiect to the provisions of West Virginia Code 5A-3-6Z which automaticallv voids certain contract clauses that violate State law: and that pursuant to W. Va. Code 5A-3-63, the entitv entering into this contract is prohibited from engaging in a boycott against Israel.

(Company): Quest Diagnostics LLC

(Authorized Signature) (Representative Name, Title): _____

(Printed Name and Title of Authorized Representative) (Date): Matthew Hamlin, Regional Vice President Operations Support Management, May 4, 2022

(Phone Number) (Fax Number): ph 630-483-3300

(Email Address): Matthew.j hamlin@QuestDiagnostics.com

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ EPS2200000001

Revised 04/01/2022

Attachment I

FEDERAL FUNDS ADDENDUM

2 C.F.R. 200.317 - 200.327

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

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

Countv/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 complaint. 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:

      (l) 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 (l) 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:

(l) "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 11)

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 11)

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 11)

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 1 1246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 19641965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 1 1246 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 11)

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. 3 141—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 11)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3 145), 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 11)

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 11)

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 11)

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—767 Iq) 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 11)

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 1 80 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 11)

Vendors that apply or bid for an award exceeding S 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 11; 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 S 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 11; 2 CFR 200.216)

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

(l) 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 1 15—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 1 15—232, section 889, subsection (f), paragraph (l), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia	Vendor Name:
By:	By: 
Printed Name:	Printed Name: Matthew J. Hamlin
Title:	Title: Vice President & General Manager
Date:	Date5/2/2022:

WV STATE GOVERNMENT

HIPAA BUSINESS. ASSOCIATE APPENPUM

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

~~The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 1 1 1 5) (the "HI TECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.~~

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

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

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

1. ~~Definitions. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.~~

    a. ~~Agency Procurement Officer shall mean the appropriate Agency individual listed at: http://www.state.wv.us/admin/purchase/vrc/agencyli.html.~~

    b. ~~Agent shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).~~

    c. ~~Breach shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR 164.402.~~

    d. ~~Business Associate shall have the meaning given to such term in 45 CFR § 160.103.~~

e. HITECH Act shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No 111-05. Illih Congress (2009).

f. Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.

g. Protected Health Information or PHI shall have the meaning given to such term in 45 CFR S 160.103, limited to the information created or received by Associate from or on behalf of Agency.

h. Security Incident means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.

i. Security Rule means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.

j. Subcontractor means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

2. Permitted Uses and Disclosures.

a. PHI Described. This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessar% to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.

b. Purposes. Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.

c. Further Uses and Disclosures. Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR S 164.502.

3. Obligations of Associate.

a. Stated Purposes Only. The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.

b. Limited Disclosure. The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HI TECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.

c. Safeguards. The Associate will use appropriate safeguards. and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:

i. Limitation of the groups of its workforce and agents to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;

ji. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;

iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operatons, in compliance with the Security Rule;

iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractdrs that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.

d. Compliance With Law. The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI. including but not limited to, the Privacy and Security Rules.

e. Mi tigation. Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. Support of Individual Rights.

i. Access to PHI. Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its

obligations under the Privacy Rule, including, but not limited to, 45 CFR S 164524 and consistent with Section 13405 of the HITECH Act.

ii. Amendment of PHI. Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR S 164.526.

iii. Accounting Rights. Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR 5164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR S 164 528. This should incfude a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include: . the date of disclosure; . the name ofthe entity or person who received the PHI, and if known, the address of the entity or person; . a brief description of the PHI disclosed; and . a brief statement of purposes of the disclosure that reasonably informs the individuat of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

. Request for Restriction. Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR S 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out of pocket."

v. Immediate Discontinuance of Use or Disclosure. The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or discbse PHI.

g. Retention of PHI. Notwithstanding section 4.a of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.

h. ~~Agent's, Subcontractor's Compliance. The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a, of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.~~

j. ~~Federal and Agency Access. The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR 164 504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HI TECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.~~

~~k. Security. The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title Xlll is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.~~

l. ~~Notification of Breach. During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the~~ WV ~~Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vrc/agencyli.htm and unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov or https://apps.wv.gov/oVir/Default.aspx.~~

~~The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless~~

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

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

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

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

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

4. Addendum Administration.

a. Term. This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.

b. Duties at Termination. Upon any termination of the underlying Agreement the Associate shall return or destroy at the AgencVs option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

c. Termination for Cause. Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.

d. Judicial or Administrative Proceedings. The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.

e. Survival. The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

5. General Provisions/Ownership of PHI.

a. Retention of Ownership. Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4. b. above.

b. Secondary PHI. Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.

c. Electronic Transmission. Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.

d. No Sales. Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.

e. No Third Party Beneficiaries. Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

f. Interpretation. The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.

g. Amendment. The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum,

~~h. Additional Terms and Conditions. Additional discretionary terms may be included in the release order or change order process.~~

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

AGREED:

Name of Agency:

Signature:_____

Title:

_____

Date:_____

Name of Associate:

Signature:_____

Title:

_____

Date:

_____

Appendix A

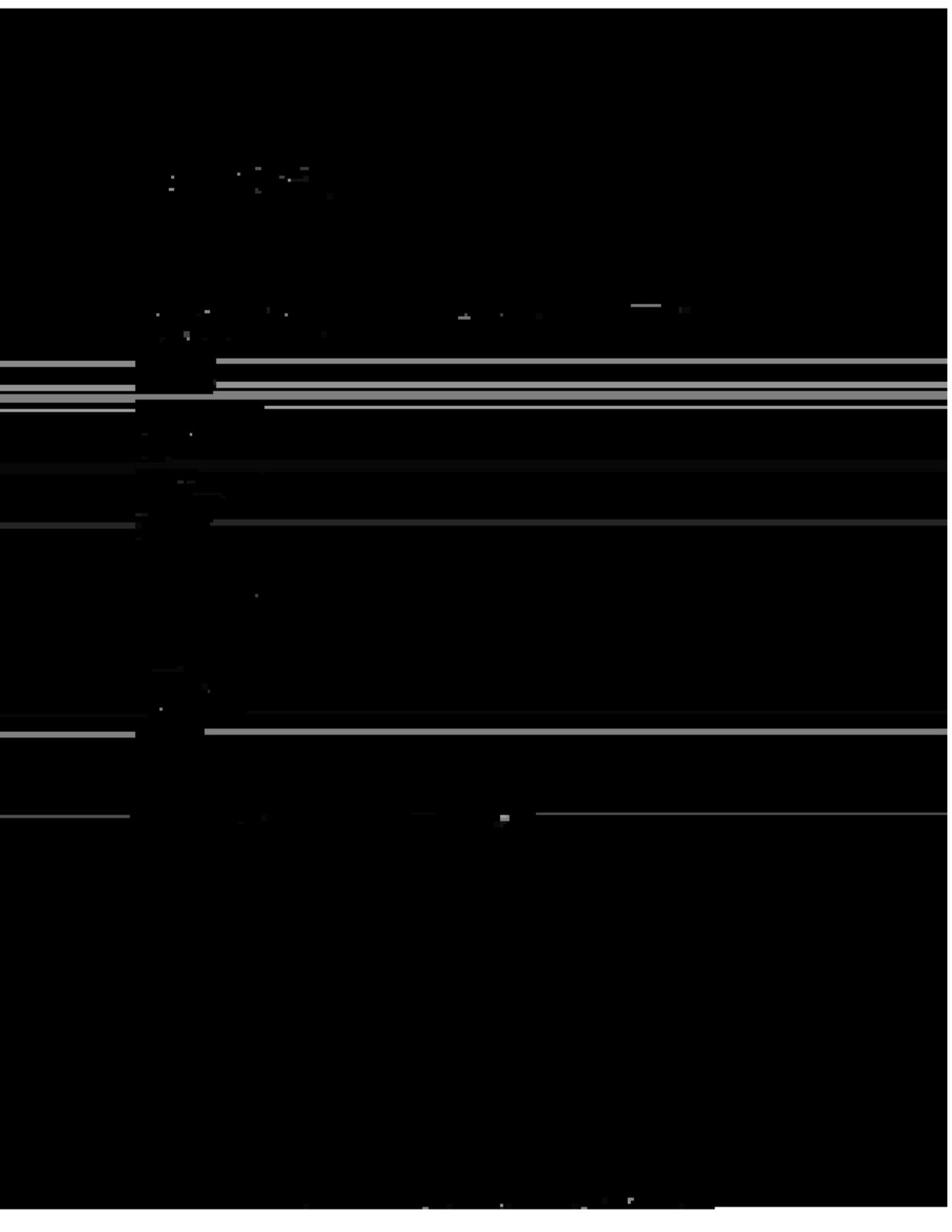
(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate:

Name of Agency: WV DHHR /

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

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



Quest Diagnostics LLC (IL)
Quest Diagnostics Laboratories

LAP Number: [redacted]
AU ID:
Reference Number:

The Laboratory Accreditation Program currently has the subspecialty information listed below on file for your laboratory. This information is used for reporting to regulatory agencies.

ABO Group/Rh Type
Antibody Detection (Non-Transfusion)
Antibody Detection (Transfusion)
Antibody Identification
Bacteriology
Endocrinology
General Immunology
Hematology
Histocompatibility
Mycobacteriology
Mycology
Parasitology
Routine Chemistry
Syphilis Serology
Toxicology
Urinalysis
Virology

PLEASE RETAIN THIS DOCUMENT IN YOUR RECORDS.

CENTERS FOR MEDICARE & MEDICAID SERVICES

CLINICAL LABORATORY IMPROVEMENT AMENDMENTS

CERTIFICATE OF ACCREDITATION

LABORATORY NAME AND ADDRESS

QUEST DIAGNOSTICS LLC(IL)
1355 MITTEL BLVD
WOOD DALE, IL 60191-1024

CLIA ID NUMBER

[redacted]

EFFECTIVE DATE

02/09/2021

EXPIRATION DATE

02/08/2023

LABORATORY DIRECTOR

ANTHONY V THOMAS M.D.

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

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

CMS
CENTERS FOR MEDICARE & MEDICAID SERVICES

Amy M Zale

Amy M. Zale, Acting Director
Division of Laboratory Services
Survey and Certification Group
Center for Clinical Standards and Quality

497 certs2_011221

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

LAB CERTIFICATION (CODE)	EFFECTIVE DATE
HISTOCOMPATIBILTY (010)	10/25/2007
BACTERIOLOGY (110)	07/24/1995
MYCOBACTERIOLOGY (115)	07/24/1995
MYCOLOGY (120)	02/06/2001
PARASITOLOGY (130)	07/24/1995
VIROLOGY (140)	07/24/1995
SYPHILIS SEROLOGY (210)	01/31/2003
GENERAL IMMUNOLOGY (220)	07/24/1995
ROUTINE CHEMISTRY (310)	07/24/1995
URINALYSIS (320)	07/24/1995
ENDOCRINOLOGY (330)	07/24/1995
TOXICOLOGY (340)	07/24/1995
HEMATOLOGY (400)	07/24/1995

LAB CERTIFICATION (CODE)	EFFECTIVE DATE
ABO & RH GROUP (510)	07/24/1995
ANTIBODY TRANSFUSION (520)	02/06/2001
ANTIBODY NON-TRANSFUSION (530)	07/24/1995
ANTIBODY IDENTIFICATION (540)	07/24/1995

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

State of Illinois

Department of Financial and Professional Regulation

Division of Professional Regulation

LICENSE NO. [redacted]

The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below:

EXP RES: 07/31/2023

LICENSED PHYSICIAN AND SURGEON

ANTHONY V THOMAS MD
PATHOLOGY QUEST DIAGNOSTICS
1355 N MITTEL BLVD
WOOD DALE, IL 60191

DEBORAH HAGAN
SECRETARY

CEC LIA ABUNDIS
ACTING DIRECTOR

The official status of this license can be verified at www.idfpr.com

14926417

Cut on Dotted Line

For future reference, IDFPR is now providing each person/business a unique identification number, 'Access ID', which may be used in lieu of a social security number, date of birth or FEIN number when contacting the IDFPR. Your Access ID is: 1412626

LICENSE NO. [redacted]

Department of Financial and Professional Regulation
Division of Professional Regulation

LICENSED PHYSICIAN AND SURGEON

ANTHONY V THOMAS MD

EXPIRES:
07/31/2023

SIGN:_____

DEBORAH HAGAN
SECRETARY

CECILIA ABUNDIS
ACTING DIRECTOR

The official status of this license can be verified at www.idfpr.com

Cut on Dotted Line

COLLEGE of AMERICAN PATHOLOGISTS

CERTIFICATE OF ACCREDITATION

Quest Diagnostics Inc
Clinical Laboratories
Pittsburgh, Pennsylvania
Kambiz Merati, MD

CAP Number: [redacted]
AU-ID: [redacted]
CLIA Number: [redacted]

The organization named above meets all applicable standards for accreditation and is hereby accredited by the College of American Pathologists' Laboratory Accreditation Program. Reinspection should occur prior to July 6, 2023 to maintain accreditation.

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

Michael Bradley Datto, MD, PhD, FCAP
Chair, Accreditation Committee

Patrick Godbey, MD, FCAP
President, College of American Pathologists

Quest Diagnostics Inc
Clinical Laboratories

LAP Number: [redacted]
AU ID:

The above Laboratory is accredited by the College of American Pathologists Laboratory Accreditation Program for the following services:

All Common
Bacteriology
Body Fluid Analysis
Chemistry
Coagulation
Cytology Processing
Cytology Screening
Director Assessment
Gynecologic Cytopathology
Hematology
Immunology
Laboratory General
Molecular Microbiology
Molecular-based COVID-19 Testing
Mycology
Non-Gynecologic Cytopathology
Parasitology
Special Chemistry
Surgical Pathology
Toxicology
Urinalysis
Virology

This accreditation is valid for the period ending July 6, 2023.

PLEASE RETAIN THIS DOCUMENT IN YOUR RECORDS.

Quest Diagnostics Inc
Clinical Laboratories

LAP Number: [redacted]
AU ID:
Reference Number:

The Laboratory Accreditation Program currently has the subspecialty information listed below on file for your laboratory. This information is used for reporting to regulatory agencies.

ABO Group/Rh Type
Antibody Detection (Non-Transfusion)
Bacteriology
Cytology
Endocrinology
General Immunology
Hematology
Histopathology
Mycology
Parasitology
Routine Chemistry
Syphilis Serology
Toxicology
Urinalysis
Virology

PLEASE RETAIN THIS DOCUMENT IN YOUR RECORDS.

CENTERS FOR MEDICARE & MEDICAID SERVICES

CLINICAL LABORATORY IMPROVEMENT AMENDMENTS

CERTIFICATE OF ACCREDITATION

LABORATORY NAME AND ADDRESS

QUEST DIAGNOSTICS OF PENNSYLVANIA INC
875 GREENTREE ROAD 4 PARKWAY CENTER
PITTSBURGH, PA 15220-3503

CLIA ID NUMBER

[redacted]

EFFECTIVE DATE

06/14/2021

LABORATORY DIRECTOR

KAMBIZ MERATI M.D.

EXPIRATION DATE

06/13/2023

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

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

CMS
CENTERS FOR MEDICARE & MEDICAID SERVICES

Monique Spruill

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

45 Certs2_051821

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

LAB CERTIFICATION (CODE)	EFFECTIVE DATE
BACTERIOLOGY (110)	08/02/1995
MYCOLOGY (120)	08/02/1995
PARASITOLOGY (130)	08/02/1995
VIROLOGY (140)	08/02/1995
SYPHILIS SEROLOGY (210)	08/02/1995
GENERAL IMMUNOLOGY (220)	09/04/2003
ROUTINE CHEMISTRY (310)	08/02/1995
URINALYSIS (320)	08/02/1995
ENDOCRINOLOGY (330)	09/04/2003
TOXICOLOGY (340)	09/04/2003
HEMATOLOGY (400)	08/02/1995
ABO & RH GROUP (510)	08/02/1995
ANTIBODY NON-TRANSFUSION (530)	08/02/1995
HISTOPATHOLOGY (610)	08/02/1995
CYTOLOGY (630)	09/04/2003

CMS
CENTERS FOR MEDICARE & MEDICAID SERVICES

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OR CONTACT YOUR LOCAL STATE AGENCY. PLEASE SEE THE REVERSE FOR
YOUR STATE AGENCY'S ADDRESS AND PHONE NUMBER.
PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.

Attachment 05: Exceptions to RFQ

CRFQ EPS2200000001

Quest Diagnostics

Quest Diagnostics reviewed Terms and Conditions provided to vendors as part of the request for Laboratory Services and is respectfully submitting the attached "redlined" version for the State of West Virginia's review and consideration. Please note:

The changes proposed are intended to ensure that (a) the terms and conditions are appropriate for the provision of a service like reference laboratory testing and (b) the terms and conditions reflect Quest Diagnostics' operational capabilities and normal business practices.

If there are any questions or concerns regarding the proposed changes, we hope the City of West Virginia will not hesitate to contact us to discuss further.

Page #	Section and Title	Exceptions
Page 25	Terms and Conditions, Section 8-Insurance	~~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.~~
Page 27	Terms and Conditions, Section 20-Time	9. ~~TIME: Time is of the essence regarding all matters of time and performance in this Contract.~~
Page 28	Terms and Conditions, Section 30-Privacy, Security, and Confidentiality	Quest Diagnostics maintains a comprehensive, enterprise-wide information technology security program and an extensive data privacy program, both of which are designed to secure our facilities, information systems, and data. Quest Diagnostics has a comprehensive and effective data privacy and security program with the IT Security department as well as

		compliance personnel to oversee and manage the process. This process cannot be modified to meet the specifications of the State of West Virginia. Quest Diagnostics is willing to discuss any differences with the State of West Virginia's process.
Page 30	Terms and Conditions, Section 36-Indemnification	10. INDEMNIFICATION: ~~The Vendor~~ Each party agrees to indemnify, defend, and hold harmless the ~~State and the Agency~~ the other party, 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.