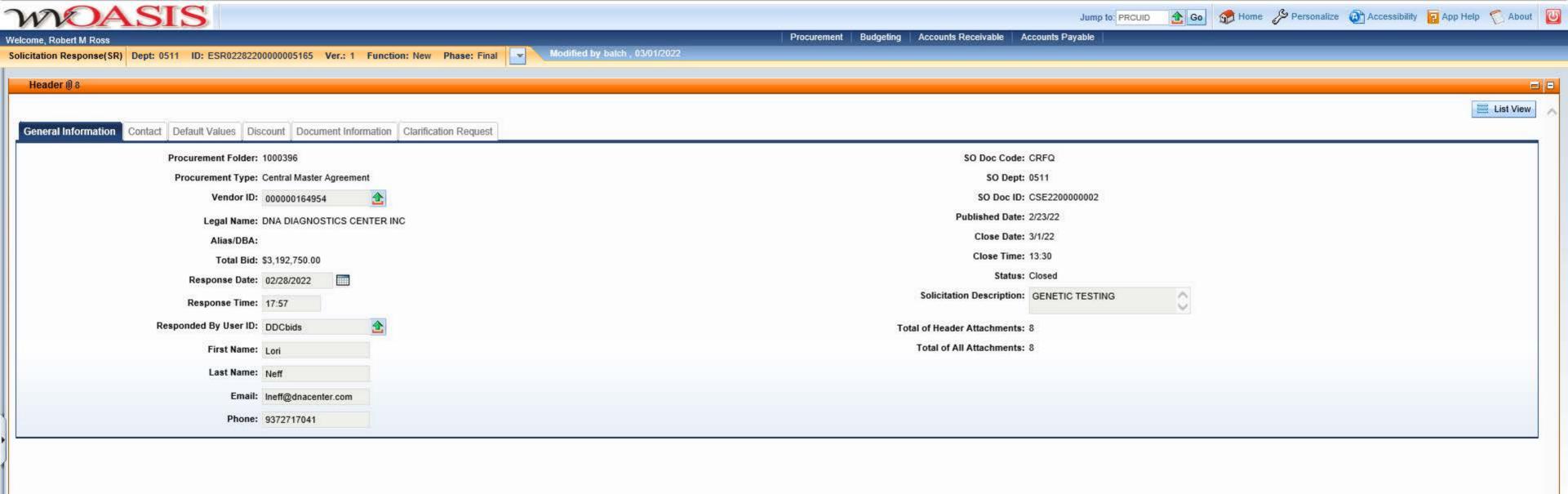
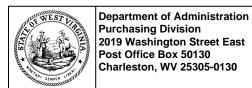


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

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





# State of West Virginia Solicitation Response

Proc Folder: 10

1000396

**Solicitation Description:** 

GENETIC TESTING

Proc Type:

Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2022-03-01 13:30	SR 0511 ESR0228220000005165	1

**VENDOR** 

000000164954

DNA DIAGNOSTICS CENTER INC

Solicitation Number: CRFQ 0511 CSE2200000002

**Total Bid:** 3192750 **Response Date:** 2022-02-28 **Response Time:** 17:57:49

Comments:

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

 Date Printed:
 Mar 1, 2022
 Page: 1
 FORM ID: WV-PRC-SR-001 2020/05

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Buccal Swab Collection and Analysis by Vendor	4500.000	0 EA	65.000000	292500.00

Comm Code	Manufacturer	Specification	Model #	
85131709				

#### **Extended Description:**

Buccal Swab Collection and Analysis by Vendor estimated amount is 4500

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Buccal Swab Collection by BCSE/ Analysis	4500.0000 EA		39.500000	177750.00
	by Vendor				

Comm Code	Manufacturer	Specification	Model #	
85131709				

#### **Commodity Line Comments:**

#### **Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Collection/Analysis for Special Circumstances	4500.0000	EA	65.000000	292500.00

Comm Code	Manufacturer	Specification	Model #	
85131709				

#### **Commodity Line Comments:**

#### **Extended Description:**

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

 Date Printed:
 Mar 1, 2022
 FORM ID: WV-PRC-SR-001 2020/05

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Buccal Swab Collection and Analysis by Vendor optional yr 1	4500.00	000 EA	67.000000	301500.00

Comm Code	Manufacturer	Specification	Model #	
85131709				

#### **Extended Description:**

Buccal Swab Collection and Analysis by Vendor estimated amount is 4500

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Buccal Swab Collection and Analysis by Vendor optional yr 2	4500.00	000 EA	69.000000	310500.00

Comm Code	Manufacturer	Specification	Model #	
85131709				

#### **Commodity Line Comments:**

#### **Extended Description:**

Buccal Swab Collection and Analysis by Vendor estimated amount is 4500

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Buccal Swab Collection and Analysis by Vendor optional yr 3	4500.000	00 EA	71.000000	319500.00

Comm Code	Manufacturer	Specification	Model #	
85131709				

#### **Commodity Line Comments:**

#### **Extended Description:**

Buccal Swab Collection and Analysis by Vendor estimated amount is 4500

 Date Printed:
 Mar 1, 2022
 Page: 3
 FORM ID: WV-PRC-SR-001 2020/05

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Buccal Swab Collection by BCSE/ Analysis by Vendor opt yr 1	4500.00	00 EA	40.750000	183375.00

Comm Code	Manufacturer	Specification	Model #	
85131709				

#### **Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Buccal Swab Collection by BCSE/ Analysis by Vendor opt yr 2	4500.00	000 EA	42.000000	189000.00

Comm Code	Manufacturer	Specification	Model #	
85131709				

#### **Commodity Line Comments:**

#### **Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Buccal Swab Collection by BCSE/ Analysis by Vendor opt yr 3	4500.00	00 EA	43.250000	194625.00

Comm Code	Manufacturer	Specification	Model #	
85131709				

#### **Commodity Line Comments:**

#### **Extended Description:**

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

 Date Printed:
 Mar 1, 2022
 Page: 4
 FORM ID: WV-PRC-SR-001 2020/05

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Collection/Analysis for Special Circumstances opt yr 1	4500.0000	EA	67.000000	301500.00

Comm Code	Manufacturer	Specification	Model #	
85131709				

#### **Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Collection/Analysis for Special	4500.0000 EA		69.000000	310500.00
	Circumstances opt yr 2				

Comm Code	Manufacturer	Specification	Model #	
85131709				

#### **Commodity Line Comments:**

#### **Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Collection/Analysis for Special Circumstances opt yr 3	4500.000	0 EA	71.000000	319500.00

Comm Code	Manufacturer	Specification	Model #	
85131709				

#### **Commodity Line Comments:**

#### **Extended Description:**

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

 Date Printed:
 Mar 1, 2022
 Page: 5
 FORM ID: WV-PRC-SR-001 2020/05



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

#### State of West Virginia **Centralized Request for Quote** Laboratory

Proc Folder:

1000396

Doc Description: GENETIC TESTING

**Reason for Modification:** 

ADDENDUM 1

TO PROVIDE ANSWERS TO

VENDOR QUESTIONS

Proc Type:

Central Master Agreement

Date Issued **Solicitation Closes** 

**Solicitation No** 

Version

2

2022-02-23

2022-03-01 13:30 CRFQ 0511 CSE2200000002

**BID RECEIVING LOCATION** 

**BID CLERK** 

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

**VENDOR** 

Vendor Customer Code: 000000164954

Vendor Name: DNA Diagnostics Center, Inc.

Address: One DDC Way

Street:

City: Fairfield

State: Ohio

Country: US

**Zip**: 45014

Principal Contact: Lori Neff

**Vendor Contact Phone:** 513-881-4031

Extension:

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead (304) 558-2402

crystal.g.hustead@wv.gov

Vendor

Signature X (

FEIN# 26-4435457

DATE

2/25/2022

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

Date Printed: Feb 23, 2022

Page: 1

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

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CSE2200000002

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

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

•					•	
	[-		Addendum No. 1	[	]	Addendum No. 6
	[	]	Addendum No. 2	[	]	Addendum No. 7
	[	]	Addendum No. 3	[	]	Addendum No. 8
	[	]	Addendum No. 4	[	]	Addendum No. 9

Addendum Numbers Received:

[ ] Addendum No. 5

(Check the box next to each addendum received)

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

[ ] Addendum No. 10

DNA Diagnostics Center, Inc. (DDC)

Company

Authorized Signature

February 25, 2022

Date

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

Revised 6/8/2012

**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.

Lori Neff, Director Government Contracts
(Name, Title) Lori Neff, Director Government Contracts
(Printed Name and Title) One DDC Way, Fairfield, OH 45014
(Address) 513-881-4031/Fax 513-881-4004
(Phone Number) / (Fax Number) lneff@dnacenter.com
(email address)

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

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

DNA Diagnostics Center, Inc.
(Company)
(Authorized Signature) (Representative Name, Title)
Kathy Leis, Vice President, Operations
(Printed Name and Title of Authorized Representative) 2/25/2022
(Date)
513-881-4005
(Phone Number) (Fax Number)

Revised 02/08/2022

#### FEDERAL FUNDS ADDENDUM

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

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

# 1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

(2 C.F.R. § 200.321)

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

#### 2. DOMESTIC PREFERENCES:

(2 C.F.R. § 200.322)

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

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

- b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.
- c. Definitions: For purposes of this section:
  - (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

(2 C.F.R. § 200.327 and Appendix II)

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

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

(2 C.F.R. § 200.327 and Appendix II)

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

#### 5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

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

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

(2 C.F.R. § 200.327 and Appendix II)

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

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

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

#### 7. ANTI-KICKBACK ACT:

(2 C.F.R. § 200.327 and Appendix II)

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

#### 8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(2 C.F.R. § 200.327 and Appendix II)

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

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

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

#### 10. CLEAN AIR ACT

(2 C.F.R. § 200.327 and Appendix II)

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

#### 11. DEBARMENT AND SUSPENSION

(2 C.F.R. § 200.327 and Appendix II)

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

#### 12. BYRD ANTI-LOBBYING AMENDMENT

(2 C.F.R. § 200.327 and Appendix II)

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

#### 13. PROCUREMENT OF RECOVERED MATERIALS

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

Vendor Name:
By: Ayly Aud Printed Name: Kathy Leis
Printed Name: Kathy Leis
Title: Vice President, Operations
Date: 2/25/2022

#### West Virginia Ethics Commission



#### Disclosure of Interested Parties to Contracts

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

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

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

"Interested party" or "Interested parties" means:

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

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

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

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: <a href="mailto:ethics@wv.gov">ethics@wv.gov</a>; website: <a href="mailto:www.ethics.wv.gov">www.ethics.wv.gov</a>.

# West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

DNA Diagnostic	cs Center, Inc One DDC Way, Fairfield, OH 45014 Address:
Name of Authorized Agent:	Address:
Contract Number:	Contract Description: Genetic Testing
Governmental agency awarding contract:	
☐ Check here if this Is a Supplemental Disclosure	
List the Names of Interested Parties to the contract which a entity for each category below (attach additional pages if re	re known or reasonably anticipated by the contracting business
1. Subcontractors or other entities performing work of Check here if none, otherwise list entity/individual national contractors.	or service under the Contract ames below.
2. Any person or entity who owns 25% or more of cor Check here if none, otherwise list entity/individual na	ntracting entity (not applicable to publicly traded entities) ames below.
3. Any person or entity that facilitated, or negotiate services related to the negotiation or drafting of the Check here if none, otherwise list entity/individual na	d the terms of, the applicable contract (excluding legal applicable contract) ames below.
Signature: Larly Lew	Date Signed: 2/25/22
Notary Verification $^{\emptyset}$	\$ 50 to \$ Contract to \$ Contra
State of Ohio	ounty of:
I. KATHU LEIS	, the authorized agent of the contracting business e Disclosure herein is being made under oath and under the
Taken, sworn to and subscribed before me this	day of February 2022
To be completed by State Agency:  Date Received by State Agency:  Date submitted to Ethics Commission:  Governmental agency submitting Disclosure:	Notary Public's Signature  Notary Public's Signature  NOTARY PUBLIC, STATE OF OHIO BUTLER COUNTY

# STATE OF WEST VIRGINIA Purchasing Division

### **PURCHASING AFFIDAVIT**

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

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

#### **DEFINITIONS:**

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

# WITNESS THE FOLLOWING SIGNATURE: DNA Diagnostics Center, Inc. Authorized Signature: Ohio County of Butler, to-wit: Taken, subscribed, and sworn to before me this 25 day of February, 20 22. My Commission expires 5 8 , 2022. AFFIX SEAL HERE NOTARY PUBLIC

DONNA URSCHEL NOTARY PUBLIC, STATE OF OHIO BUTLER COUNTY Purchasing Affidavit (Revised 01/19/2018)

#### **DDC IV-D References**

#### **Commonwealth of Kentucky**

Contact: Maria Lewis, Branch Manager

275 East Main St. Frankfort, KY 40621 Phone: (502) 564-2285

Email: Maria.Lewis@ky.gov

Approximate Annual Volume: 9,000 samples

#### Commonwealth of Kentucky, Cabinet for Health and Family Services

DDC has been the vendor for the Commonwealth of Kentucky since July 2014. The current contract began in July 2020. DDC provides the full spectrum of paternity testing services including, but not limited to, appointment scheduling, sample collection and transportation, laboratory testing, issuing electronic genetic test reports, invoicing, customer service, expert witness services, and performance tracking. The designated child support staff receive daily email alerts notifying them when results have been issued. Kentucky is utilizing DDC's Direct Connect secure portal to access all reports. Report copies are not mailed in hard copy format and are only provided electronically as requested by the CSE staff. The approximate annual sample volume for Kentucky is 9,000 samples per year.

#### Florida Department of Revenue

Contact: Joe Martinez 2450 Shumard Oak Blvd. Bldg #2, Room 2-4264 Tallahassee, FL 32399

Phone: (850) 617-8604

Email: <u>joe.martinez@floridarevenue.com</u> Approximate Annual Volume: 32,000 samples

#### Florida Department of Revenue

DDC has been the sole provider of the complete spectrum of paternity testing services including, but not limited to, appointment scheduling, sample collection and transportation, laboratory testing, issuing genetic test reports, invoicing, customer service, expert witness services, and performance tracking to the State of Florida since December 2011 and has been awarded each subsequent contract since that time. The most recent contract began in 2019. DDC performs several special services to meet contract compliance. Annual volume reported for Florida is approximately 32,000 samples.

#### Louisiana Department of Social Services, Office of Family Support

Contact: Lydia Scales, IV-D Director

627 N. Fourth Street Baton Rouge, LA 70804 Phone: (225) 342-4789 Email: Lydia.scales@la.gov

Approximate Annual Volume: 3,000 samples

#### Louisiana Department of Social Services, Office of Family Support

DDC is one of two providers of genetic paternity testing services to the State of Louisiana. We have professionally managed the southern portion of the state since 2012. Services provided include but are not limited to, appointment scheduling, sample collection and transportation, laboratory testing, issuing genetic test reports, invoicing, customer service, expert witness services, and performance tracking. DDC also provides specimen collection services at the parishes being serviced by DDC. Approximate annual sample volume is 3,000.

#### **Mississippi Department of Human Services**

Contact: Lyndsy Landry Irwin 750 North State St., 7<sup>th</sup> Floor Jackson, MS 39202-3033 Phone: (601) 359-4282

Cellular: (601) 383-2501

Email: <a href="mailto:lyndsy.landry@mdhs.ms.gov">lyndsy.landry@mdhs.ms.gov</a>

Approximate Annual Volume: 5,000 samples

#### State of Mississippi Department of Human Services

Since 2012, DDC has provided paternity testing and all associated services for all 82 counties located in the State of Mississippi. In the spring of 2019, Mississippi re-awarded the contract to DDC, and the new term runs through June 2024. Like all other Child Support accounts, DDC provides the full spectrum of paternity testing services including, but not limited to, appointment scheduling, furnishing supplies for sample collection and transportation, laboratory testing, issuing genetic test reports, invoicing, customer service, online case management website, expert witness services, and performance tracking. Approximate annual sample volume: 5,000.

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

Contact: Debbie Martinson 201 N. Washington Sq. Victor Center, 4<sup>th</sup> Floor Lansing, MI 48933

Phone: (517) 241-2005

Email: MartinsonD@michigan.gov

Annual Contract Volume: 13,000 samples

#### Michigan DHS, Office of Child Support

DDC is the sole provider for paternity testing and related services to the State of Michigan. Services provided include specimen collection, intra and interstate scheduling, transportation, analytical testing, electronic result reporting, issuance of monthly statistical reports, and expert witness support. DDC analyzes and reports approximately 13,000 samples annually for the State of Michigan.

	Rate per Customer Year 1		Estimated Customers		Extended Amount
Buccal Swab Collection and Analysis by Vendor rate per customer	\$65.00	х	4500	= _	\$292,500.00
Buccal Swab Collection by BCSE and analysis by Vendor rate per customer	\$39.50	х	4500	= _	\$177,750.00
Collection and analysis for Special Circumstances rate per customer	\$65.00	х	4500	<u> </u>	\$292,500.00
			Ye	ar 1 Total —	\$762,750.00
	Rate per Customer Optional Renewal Year 1		Estimated Customers		Extended Amount
Buccal Swab Collection and Analysis by Vendor rate per customer	\$67.00	х	4500	= _	\$301,500.00
Buccal Swab Collection by BCSE and analysis by Vendor rate per customer	\$40.75	х	4500	= _	\$183,375.00
Collection and analysis for Special Circumstances rate per customer	\$67.00	х	4500	= _	\$301,500.00
			Optional Renewal Ye	ar 1 Total —	\$786,375.00
	Rate per Customer Optional Renewal Year 2		Estimated Customers		Extended Amount
Buccal Swab Collection and Analysis by Vendor rate per customer	\$69.00	х	4500	= _	\$310,500.00
Buccal Swab Collection by BCSE and analysis by Vendor rate per customer	\$42.00	x	4500	=	\$189,000.00
Collection and analysis for Special Circumstances rate per customer	\$69.00	х	4500	=	\$310,500.00
			Optional Renewal Ye	ar 2 Total	\$810,000.00
	Rate per Customer Optional Renewal Year 3		Estimated Customers		Extended Amount
Buccal Swab Collection and Analysis by Vendor rate per customer	\$71.00	x	4500	= _	\$319,500.00
Buccal Swab Collection by BCSE and analysis by Vendor rate per customer	\$43.25	х	4500	= _	\$194,625.00
Collection and analysis for Special Circumstances rate per customer	\$71.00	x	4500	= _	\$319,500.00
			Optional Renewal Ye	ar 3 Total	\$833,625.00
			Total Bio	l Amount =	\$3,192,750.00

DNA Diagnostics Center II	1

Vendor Name

Vendor Signature/Date

ly Lui 2/26/22

kleis@dnacenter.com Vendor email

# **BB** Accreditation

#### DDC/DNA Diagnostics Center

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

#### CERTIFICATE OF ACCREDITATION

for the following activities:

Relationship Testing Activities

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

Effective Dates

October 01, 2020 - September 30, 2022

President, AABB

Chair, Accreditation Program Committee

P. Dayand Bonge In

# THE UNIVERSITY OF CHICAGO

ON THE RECOMMENDATION OF THE FACULTY
AND BY VIRTUE OF THE AUTHORITY VESTED IN THEM
THE TRUSTEES OF THE UNIVERSITY HAVE CONFERRED ON

# MICHAEL LEONARD BAIRD

THE DEGREE OF

# Doctor of Philosophy

THE DEPARTMENT OF BIOLOGY

AND HAVE GRANTED THIS DIPLOMA AS EVIDENCE THEREOF GIVEN IN THE CITY OF CHICAGO IN THE STATE OF ILLINOIS IN THE UNITED STATES OF AMERICA IN THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND SEVENTY-EIGHT ON THE SEVENTEENTH DAY OF MARCH

Robert W. Reneker
Chairman of the Board of Trustees

Aller In. Hayes



President of the University

8. Leal Johnson

Solet 3. Het Dear

# MIAMI UNIVERSITY

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

# Deepti Lava Kumar

the degree of

# Doctor of Philosophy

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

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

VERSITIAL SERVICE OF THE PARTY OF THE PARTY

Preside

Dean, Graduate School

Sharon J. Mitchell

President of the University

# Earnell University

Be it known that

# Iessica Ann Wagoner

having satisfied in full the requirements for the degree of

#### Doctor of Philosophy

has been admitted to that degree with all the rights, privileges and honors pertaining thereto in witness of this action the seal of the University and the signatures authorized by the Board of Trustees are affixed below. Given at Ithaca, New York, on the first day of February, in the year two thousand and sixteen.

Hice Propost and Dean of the Graduate School



Elizabet &

# MIAMI UNIVERSITY

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

# Priya Cava Kumar

the degree of

# Doctor of Philosophy

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

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

SIGNATUS TRISTIATUS

Chair of the Board of Trustees

President of the University

Dean, Graduate School

### THE UNIVERSITY OF ALBERTA

CERTIFIES BY THIS DOCUMENT TO ALL WHOM IT MAY CONCERN THAT

# YA-DING SUN

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

# DOCTOR OF PHILOSOPHY

IN PHYSIOLOGY

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

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

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

TO IS TO SERVICE OF THE SERVICE OF T

Paul Darget

PRESIDENT

Brusi J. Sitzer

REGISTRAR

CHANCELLOR

CHAIR OF THE BOARD

# Certificate of Change of Name

# CANADA PROVINCE OF ALBERTA

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Mright State University School of Graduate Studies

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

Joy Johnson

The degree of

# Doctor of Philosophy

# Viomedical Science

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

Thus A Steller
Chair, Board of Trustees



Faige Emulhollan

President

Dried l'Thomas

Bean

# That State Illiumity School of Graduate Studies

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

# John William Peterson IV

The **Aegree** of

# Doctor of Philosophy

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



Kim Globabecg

Chair of the Board of Trustees

Mright State University
school of Graduate Studies

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

# Debra Lynn Baker

The degree of Doctor of Philosophy

#### Viomedical Sciences

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





#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

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AGENCY CUSTOMER ID: CN134111012

LOC #: Philadelphia



#### **ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

AGENCY Marsh USA Inc.	NAMED INSURED  DNA Diagnostics Center, Inc. One DDC Way Fairfield, OH 45014		
POLICY NUMBER			
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

#### ADDITIONAL REMARKS

THIS ADDITIONAL	REMARKS	S FORM IS A SC	HEDULE TO ACORD F	ORM,		
FORM NUMBER:	25	FORM TITLE:	Certificate of Liability	Insurance		

Professional Liability:

(a) \$5,000,000 each Claim (or each series of Related Claims)

(b) \$5,000,000 Policy Aggregate Limit

 $\hbox{(c) \$2,} 500,} 000 \hbox{ sublimit each Claim and in the aggregate for Defense Expenses in respect of Patent Infringement} \\$ 

Pollution Liability:
Policy # PEC0058168
01/01/2021 - 01/01/2024
Indian Harbor Insurance Company
Limits:
Each Pollution Condition - \$1,000,000

Aggregate - \$1,000,000 SIR - \$100,000



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.  If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on													
						ificate holder in lieu of su	ıch end	dorsement(s	).	•			
PRODUCER Willis Towers Watson Northeast, Inc.							CONTACT Willis Towers Watson Certificate Center						
c/o 26 Century Blvd							PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378						
P.O. Box 305191							E-MAIL ADDRESS: certificates@willis.com						
Nashville, TN 372305191 USA							INSURER(S) AFFORDING COVERAGE NAIC #						
							INSURER A: Travelers Property Casualty Company of Ame 25674						
INSURED							INSURER B:						
DNA Diagnostics Center, Inc. One DDC Way							INSURER C:						
Fairfield, OH 45014							INSURER D:						
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								SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE					
State of West Virginia Bureau for Child Support Enforcement 350 Capitol Street													
Charleston, WV 25301								leables when who					

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#### REQUEST FOR QUOTATION CRFQ CSE2200000002 Genetic Testing

9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

#### 10. VENDOR DEFAULT:

- 10.1. The following shall be considered a vendor default under this Contract.
  - **10.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.
  - **10.1.2.** Failure to comply with other specifications and requirements contained herein.
  - **10.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 10.1.4. Failure to remedy deficient performance upon request.
- 10.2. The following remedies shall be available to Agency upon default.
  - 10.2.1. Immediate cancellation of the Contract.
  - **10.2.2.** Immediate cancellation of one or more release orders issued under this Contract.
  - 10.2.3. Any other remedies available in law or equity.

#### 11. MISCELLANEOUS:

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

Contract Manager: Lori Neff
Telephone Number: 513-881-4031
Fax Number: 513-881-4004
Email Address: \_\_lneff@dnacenter.com