



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

Request for Quotation

RFQ NUMBER:
 CSE80627

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 ROBERTA WAGNER
 304-558-0067

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 CHILD SUPPORT ENFORCEMENT
 ROOM 147
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3703 304-558-1649

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/04/2007				

BID OPENING DATE: 01/10/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		948-74		
<p>OPEN-END BLANKET CONTRACT</p> <p>STATEWIDE GENETIC TESTING SERVICES</p> <p>THE BUREAU FOR CHILD SUPPORT ENFORCEMENT IS CONTRACTING TO PROVIDE THE AGENCY WITH STATEWIDE GENETIC TESTING SERVICES IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____



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

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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 12/17/2007. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: RWAGNER@WVADMIN.GOV</p>						

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<p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p>						

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<p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID; OR</p>						

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<p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND</p>						

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<p>THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF</p>						

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THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER:-----RW/FILE 22----- RFQ. NO.:-----CSE80627----- BID OPENING DATE:-----1/10/2008----- BID OPENING TIME:-----1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ CSE80627 ***** TOTAL: _____						

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General Information:

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State," is soliciting bids for the Department of Health and Human Resources, Bureau for Child Support Enforcement, hereinafter referred to as "Agency", to provide the Agency with statewide genetic testing capability.

The purpose of this procurement is to provide the Agency with statewide genetic testing capability to determine and establish paternity through the collection of tissue samples, the testing and analysis of such samples by accepted scientific techniques and the reporting of said test results to the Agency, as well as providing expert testimony when necessary in judicial proceedings.

The Agency is located at 350 Capitol Street, Room 147, Charleston, West Virginia 25301. The Agency provides services in all fifty-five (55) counties of West Virginia and maintains offices in fifty-four (54) counties. It is a Bureau within the West Virginia Department of Health and Human Resources and is the State entity responsible for assisting in the establishment of paternity, child support orders, and the collection of child and spousal support.

The Agency is responsible for administering the State's child support enforcement program pursuant to Title IV-D of the Social Security Act. The services of the Agency are available to all people entitled to child or spousal support regardless of their income.

Establishment of paternity is a requirement for administration of the IV-D program. West Virginia Code §48-24-101 and §48-24-103 grant the right to genetic testing to the litigants of a paternity action. Uniform and reliable genetic testing in paternity actions is a useful tool to the court in resolving paternity issues.

For the period of 2005-2006, West Virginia had approximately 7,223 children born out-of-wedlock with paternity at issue. One-third of these children will require paternity adjudication and possibly genetic testing.

Mandatory Requirements:

References: Vendor is to provide three (3) current references for providing genetic testing services in which the customer is requesting similar services and volumes as specified in this request for quotation. Reference should include contact name, name of company, phone number, approximate number of genetic tests performed per year for the reference.

License Requirements: Vendor shall be accredited by the American Association of Blood Banks as a genetic testing laboratory and have at least one (1) staff member who has a PhD in a discipline related to the genetic testing function from an accredited college or university.

Debarment and Suspension: Vendor must certify that no entity, agency or person associated with the vendor is debarred or suspended.

Drug Free Workplace Act of 1988:

Vendor must provide a drug free workplace, and individuals shall not engage in the unlawful manufacture, distribution, dispensation, possession, abuse or use of a controlled substance in the performance of the Contract.

Scope of Work:

- A. The vendor shall be responsible for establishing and maintaining sufficient and adequate space, equipment, facilities and the necessary supplies required to maintain a safe and acceptable standard of performance. At a minimum, the vendor's operational standards shall include:
1. maintaining competent and adequate employees for performing the required collection of genetic samples, testing and analysis of said samples, reporting the results of the analysis, and providing expert testimony when required. One (1) such staff member shall have a doctoral degree from an accredited university or college related to the academic discipline required to perform genetic testing;
 2. maintaining a laboratory that meets or exceeds the industry standard in full compliance with the relevant safety codes for performing genetic testing and for proper disposal of medical waste;
 3. maintaining comprehensive and sufficient quality controls to ensure that equipment and personnel will perform as required;
 4. maintaining appropriate storage methods and availability of test samples for a minimum of five (5) years;
 5. handling, processing and testing of samples in a manner that will ensure accuracy;
 6. performing tests using only approved industry methods which are independently verified by the laboratory;
 7. performing tests using the appropriate sample controls to ensure the validity of the test results;
 8. maintaining a manual detailing all policies and procedures used in the genetic testing process. This manual must be reviewed and updated at least annually by the vendor. The vendor shall provide notification of all changes to the Agency within thirty (30) days.

Services to be Provided:

- A. The vendor shall provide the service of genetic testing to aid in the establishment of paternity for all child support cases in West Virginia where paternity is an issue and which requires tissue testing as a condition of paternity establishment. Persons subject to testing may include, but are not limited to, the child, the mother and the alleged father. The vendor shall respond to requests made from any of the Agency's offices.
- B. The vendor shall have the capability to provide on-line scheduling. The Agency's offices will choose the collection site, time, and date of the appointment, with immediate confirmation, via the vendor's online scheduler. Such capability shall be available by the Successful Vendor upon the award of this contract.
- C. The vendor shall furnish, free of charge, postage-paid testing kits for use by the Agency's Offices, laboratories, health departments or other sources obtaining samples. These kits shall contain the necessary equipment for obtaining samples from the child, the mother and the alleged father, as well as individual and specimen identification forms and labels.
- D. The vendor shall furnish each Agency office with all equipment necessary to begin the process of collecting genetic testing samples, including but not limited to instant cameras and film, fingerprinting ink pads, and client authorization forms. An inventory of kits and necessary equipment shall be maintained in each Agency office. The vendor shall also provide each of the

- Child Support Enforcement Offices with appropriate personal protective equipment, pursuant to industry standards, necessary to ensure the health and safety of Agency staff during the collection process.
- E. The Vendor shall provide an electronic report to the Agency within one (1) working day of the sample date to indicate who appeared for testing, who did not, and whether there were any problems associated with the sample. This report shall be available on the Vendor's dedicated website or emailed to the Agency's requestor. The electronic report shall be in a format approved by the Agency.
- F. The vendor shall provide online tracking of the specimens' progress from collection to testing, review, and report. This vendor shall provide such tracking which shall include, but not be limited to, names of parties who did and did not appear for testing, any problems associated with the sample, receipt by the laboratory, testing completion, and mailing of test results. Such capability shall be available upon the award of this contract.
- G. The vendor shall provide training in genetic sampling collection methods and the procedural process for the handling of samples for the employees of the Agency which will be involved in the collection of specimens for testing. Such training shall be provided at each Agency office by instructors certified to provide such training. Said instructors shall appear with necessary DNA collection supplies, kits, and documents for the training. The vendor will provide certificates of completion to each staff worker who successfully completes the training session. The vendor shall provide four (4) training DVDs to be maintained at the Agency's main office's location as stated in Paragraph 3 on Page 1 of this RFQ. The vendor shall provide to the Agency continuing education related to the field of genetic testing as has been established, recommended and/or required by the industry, as necessary.
- H. The vendor shall conduct testing immediately upon the receipt of the samples from the source that obtained them unless testing is impossible due to contamination, outdated samples, or samples that are otherwise compromised. The vendor must set a time frame for receipt of the samples from the date and time the samples were obtained by the source so that said samples will not become outdated or contaminated.
- I. The testing of genetic markers by the vendor shall include the minimum of ten (10) systems which will result in a cumulative probability of inclusion of at least 99%.
- J. A finding of non-paternity shall be demonstrated by exclusions in a minimum of three (3) systems. Exclusions shall be verified to AABB standards by a second analyst and a review conducted by a senior staff member.
- K. The vendor immediately shall forward a written report showing the results of the tests to the Agency's requesting office upon completion of the tests. The maximum acceptable turnaround time of the report shall be no greater than fifteen (15) working days from the date all samples are received in the laboratory until the report is received by the Agency.
- L. Upon request, the vendor shall conduct necessary training seminars for court or IV-D personnel concerned with tissue analysis in paternity actions. The vendor shall keep the Agency abreast of any and all innovations and occurrences related to genetic testing as these become available and are accepted as industry standard.
- M. The Vendor shall provide a minimum of one (1) collection site in each of the fifty-five (55) counties of West Virginia. Said collection sites shall be available for appointments for a minimum of one (1) day per week. For out-of-state collections, the Vendor shall have the ability to secure collection of genetic samples from individuals residing in any of the other forty-nine (49) states and

the U.S. territories.

- N. The vendor shall provide a minimum of one (1) day per week at each collection site. The collection shall be conducted at a laboratory of the vendor, or other acceptable facility, as agreed upon by the Agency and the vendor. The vendor shall provide a collector to obtain samples from incarcerated individuals within thirty (30) days following the Agency's request.
- O. Expert testimony, as needed, shall be made available at no additional cost. This includes court appearances and testimony by deposition in West Virginia or another state. (During the fiscal years of 2005-2007, there was no expert testimony required in court appearances and/or depositions.)

Personnel:

The vendor shall have a direct contractual relationship with its collectors of genetic testing samples. The vendor shall employ a sufficient number of trained and certified collectors of genetic testing samples to provide a minimum of one (1) collector per collection site on each scheduled day(s) of testing.

The vendor shall provide adequate written proof to the Agency that training has been given to each collector and said collector has successfully passed a written test. At no time shall a collector of the vendor conduct a genetic testing procedure without a satisfactory test score.

The laboratory shall be under the direct supervision of an individual who possesses a PhD in the appropriate discipline from an accredited university or college and is qualified by advance training and experience in genetic testing. Continuing education is considered essential to the vendor's successful operation. The director and technical staff shall participate in continuing education related to the field of genetic testing as has been established, recommended or required by the industry.

Testing shall be performed and interpreted by individuals who are qualified to perform genetic test analysis and it shall be the responsibility of the Vendor to ascertain and maintain the competency of its technical staff.

Identification, Specimen Collection, and Documentation:

The collector shall have a verifiable means of identifying all individuals who present themselves for testing, including taking an instant photo of each individual which will be signed by each individual or his/her guardian. This vendor responsibility will be at no cost to the State of West Virginia, the Department of Health and Human Resources or the Bureau for Child Support Enforcement. The laboratory shall also provide a means of identifying specimens received from a collection facility outside the laboratory which is conducting the test. Vendor shall not charge the Agency for no-shows or repeat collections due to error of the vendor.

The collector shall make a record at the testing facility of all identifying information of those persons who present themselves for testing. This should include, but is not limited to, social security number, name, the relationship to the child, race, and the place and date of the sample collection. This information shall be verified by the signature of the person being tested or the guardian if the person is a minor.

Storage and Handling:

All samples shall be stored and handled in such a manner as to ensure that the samples are not tampered with, contaminated, or compromised in any way.

For breach or violation of this warranty, the State shall have the right to annul this contract, at its discretion, without liability, and/or to pursue any other remedies available under this contract or by law.

Report of the Tests:

The vendor shall provide a sample report for review and approval prior to the beginning of the contract date. Each report shall include the following:

- A. the date or dates of collection of the samples and the date or dates of the test.
- B. the civil action number assigned to the case by the court.
- C. the names and relationships of all individuals tested to the child.
- D. the laboratory designated racial origin of the mother, the child, and the alleged father for calculation purposes.
- E. the phenotypes established for each individual in each genetic system examined.
- F. the signature of the laboratory director, who must possess a PhD from an accredited college or university.
- G. a statement of whether or not the alleged father can be excluded.
- H. verification of the chain of custody of the specimen to ensure admissibility at trial.

If an opinion of non-paternity is rendered, then the report shall state the basis of the opinion. If, however, the report finds the alleged father cannot be excluded, then the report shall include the individual paternity index for each genetic system reported, the cumulative paternity index, a percentage probability of paternity, the prior probabilities used to calculate the probability of paternity and other mathematical or verbal expressions. If other calculations are used, they should be explained and defined.

If the test results are inconclusive or contradictory, the vendor shall not issue a report. Rather, the vendor shall request that an additional test be conducted as may be appropriate at no additional cost to the Agency.

The original report of the test results shall be sent to the Agency's requesting office and the vendor shall retain a copy.

Service Documentation:

The vendor shall maintain all records required by the Department of Health and Human Resources and/or the Bureau for Child Support Enforcement. Narrative and statistical data shall be produced at the request of either the Department of Health and Human Resources or the Bureau for Child Support Enforcement.

Calculations:

Computer-assisted analysis shall be reviewed, verified and signed by the supervisor or laboratory director prior to being issued. The calculation method shall be validated and gene and haplotype frequencies shall have been obtained from examination populations of adequate size. If manual calculations are made, they shall be done in duplicate.

DNA Testing:

Testing shall provide for appropriate controls for the type of test which is being used. A Restriction Fragment Length Polymorphism or a Polymerase Chain Reaction test may be used and should conform to the AABB Standards for DNA testing. Testing may be performed on either blood or tissue samples. DNA testing should be performed in every case. Testing may be performed on a DNA specimen, including but not limited to blood, tissue, nails, teeth, bone, and hair samples.

General Terms and Conditions:**Insurance Requirements:**

The Vendor, as an independent contractor, shall be solely liable for the acts and omissions of its employees and agents. The successful Vendor shall maintain and furnish proof to the Agency of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the Vendor, its agents and employees. Said coverage shall be no less than the following amounts:

1. For bodily injury (including death): Minimum of \$1,000,000.00 per person, \$1,000,000.00 (One Million Dollars) per occurrence.
2. For property damage: Minimum of \$1,000,000.00 (One Million Dollars) per occurrence.
3. For professional liability: Minimum of \$1,000,000.00 (One Million Dollars) per occurrence.
4. Acts, errors and omissions: Minimum of \$1,000,000.00 (One Million Dollars) per occurrence.

Prior to the award of a contract, the successful vendor shall provide proof of insurance and the policy must remain in effect for the term of the contract.

Resident Vendor Preference:

West Virginia Code §5A-3-37 provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia State Code. A certificate of application is used to request this preference. Generally, a West Virginia vendor may be eligible for two - 2.5% preferences in the evaluation process.

Conflict of Interest:

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

Prohibition Against Gratuities:

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the Vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of any contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion or to pursue any other remedies available under this contract or by law.

Certifications Related to Lobbying:

Vendor certifies that no Federally appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federally appropriated funds have been paid or will be paid to any person

for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers, including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

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 the parties to 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 RFQ and resulting contract. Neither the Vendor, nor any employees or contractors of the Vendor, shall be deemed to be employees of the State for any purposes 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, and 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.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

Indemnification:

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

Governing Laws:

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable Federal, State, and local Government laws and regulations.

Compliance with Laws and Regulations:

The vendor shall procure all necessary permits and licenses to comply with all applicable laws Federal, State or municipal, along with all regulations and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Vendor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

Subcontracts/Joint Ventures:

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the Vendor is totally responsible for payment of all subcontractors.

Non-Appropriation of Funds:

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the Vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

Record Retention (Access & Confidentiality):

The Successful Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by the Successful Vendor. The Successful Vendor shall maintain such records a minimum of **five (5) years** and make available all records to Agency personnel at the Successful Vendor's location during normal business hours upon written request by the Agency within ten (10) days after receipt of the request.

The Successful Vendor shall have access to private and confidential data maintained by the Agency to the extent required for the Successful Vendor to carry out the duties and responsibilities defined in this contract. The Successful Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Successful Vendor, subcontractors, or individuals permitted access by the Successful Vendor.

Contract Termination:

The State may terminate any contract resulting from this RFQ immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFQ and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice, the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior written notice.

Changes:

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency, and the Successful Vendor, to address changes to the terms and conditions or costs of services included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's office, encumbered and placed in the U. S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement to identify any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall provide a description of the price increase or decrease involved in implementing the requested change. No change shall be implemented by the vendor until such time as the vendor receives an approved written change order as issued by the Purchasing Division and approved as to form, by the State Attorney General's Office.

Vendor Compensation:

The Vendor's compensation for the term of the contract shall be made in accordance with the State of West Virginia's purchasing rules and regulations as prescribed and enforced by the Department of Administration. The vendor shall submit monthly invoices in arrears to the Agency summarizing the costs of the services rendered in the month prior to the billing. No payment shall be made prior to the receipt of service.

The vendor shall adjust the monthly invoice to reflect reimbursements owed to the Agency for related errors that resulted in an expense or loss to the Agency or any of the Agency's recipients of services.

Invoices will be submitted and addressed to the West Virginia Department of Health and Human Resources, Bureau for Child Support Enforcement, 350 Capitol Street, Room 147, Charleston, West Virginia 25301-3703 and to the attention of Hal Pendell.

GENETIC TESTING

COST QUOTATION

	Description of Service (Establishment of Genetic Markers)	Cost per SAMPLE	<u>Estimated</u> Volume	<u>Estimated Total</u>
1	Buccal Swab Collection and Analysis by Vendor		4,500	
2	Buccal Swab Collection by the BCSE/ Analysis by Vendor		1,200	
3	Special Circumstances – Deceased Individuals, Collection/Analysis of Blood or Other Tissue Samples		10	
Estimated Annual Total				

Basis of Award: Contract will be awarded to the lowest responsible vendor meeting the specifications of the Request for Quotation.

Mandatory Requirements: Vendor is to provide references and proof of ability and/or certification to comply with the specifications.

References: Vendor is to provide three (3) current references for providing genetic testing services in which the customer is requesting similar services and volumes as specified in this request for quotation. Reference should include contact name, name of company, phone number, approximate number of genetic tests performed per year for the reference.

License Requirements: Vendor shall be accredited by the American Association of Blood Banks as a genetic testing laboratory and have at least one (1) staff member who has a PhD in a discipline related to the genetic testing function from an accredited college or university.

Debarment and Suspension: Vendor must certify that no entity, agency or person associated with the vendor is debarred or suspended.

Drug Free Workplace Act of 1988:

Vendor must provide a drug free workplace, and individuals shall not engage in the unlawful manufacture, distribution, dispensation, possession, abuse or use of a controlled substance in the performance of the Contract.

Vendor Name: _____

Vendor's Authorized Representative: _____ Date: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State’s Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency’s policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor’s Name: _____

Authorized Signature: _____ Date: _____

West Virginia Department of Health & Human Resources FEDERAL PROGRAM PARTICIPATION ACKNOWLEDGMENT, AUTHORIZATION, CONSENT, AND RELEASE

No person who is currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs shall be hired by the West Virginia Department of Health and Human Resources.

I am am not currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs.

Signature

Date

I authorize and consent to a background check by the West Virginia Department of Health and Human Resources specifically to determine whether I am currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs. If hired, I also agree to periodic conduct of additional such background checks during the course of employment by the West Virginia Department of Health and Human Resources.

I release any persons and the West Virginia Department of Health and Human Resources and its agents, officials, representatives, employees, officers, or related personnel both individually and collectively, from any and all liability for damages of any kind that may result because of compliance with this acknowledgment and authorization.

For positive identification purposes, the following information is required when conducting a background check. This information is confidential and will not be used for any other purposes (**please print**):

Name

last name

first name

middle initial

Maiden/Other Names

(This should include other married names by which you have been known.)

Current Address

street/box#

city

state

NOTE: Your social security card must be presented for verification purposes.

Social Security #

____ - ____ - _____

Date of Birth

____/____/____
month/day/year

Driver's License Number

State of Issue

Signature

Date

EMPLOYING UNIT INFORMATION

Office/Facility/Region/District

Contact Person

Fax Number

Phone Number

FOR OPS USE ONLY

HHS Match Outcome

Positive

Negative

GSA Match Outcome

Positive

Negative

Initial

Date