



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

Header @ 1

List View

General Information

Contact

Default Values

Discount

Document Information

Clarification Request

Procurement Folder: 1398235

Procurement Type: Central Master Agreement

Vendor ID: VS0000011071

Legal Name: LNK LLC

Alias/DBA:

Total Bid: \$1,150,625.00

Response Date: 04/16/2024

Response Time: 11:48

Responded By User ID: juliabarker

First Name: Julia

Last Name: Barker

Email: julia.barker@drugtestingce

Phone: 3043448378

SO Doc Code: CRFQ

SO Dept: 0506

SO Doc ID: BHS240000006

Published Date: 4/3/24

Close Date: 4/16/24

Close Time: 13:30

Status: Closed

Solicitation Description: DRUG AND ALCOHOL TESTING SERVICES

Total of Header Attachments: 1

Total of All Attachments: 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	All inclusive price drug & alcohol observed MOBILE screening	3000.0000	EA	160.000000	480000.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

Observed
All inclusive price drug and alcohol observed screening for each specimen to include, collection, supplies, transportation, screening, etc. and sharing results per specifications 4.1.1-4.1.19.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	All inclusive price drug & alcohol unobserved MOBILE screeni	1500.0000	EA	140.000000	210000.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

Unobserved
All inclusive price drug and alcohol unobserved screening for each specimen to include, collection, supplies, transportation, screening, etc. and sharing results per specifications 4.1.1-4.1.19.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Hourly rate for witness testimony by collection expert	100.00000	HOUR	50.000000	5000.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

Hourly rate for witness testimony by collection expert in person.
Spec section 4.1.21.1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Hourly rate for witness testimony by Laboratory expert	50.00000	HOUR	75.000000	3750.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

Hourly rate for witness testimony by laboratory expert in person.
Spec section 4.1.21.2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Hourly rate for witness testimony by MRO expert	25.00000	HOUR	75.000000	1875.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

Hourly rate for witness testimony by MRO expert in person.
Spec Section 4.1.21.3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	All inclusive price drug & alcohol observed MOBILE screening	1500.0000	EA	160.000000	240000.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

Observed
All inclusive price drug and alcohol observed MOBILE screening for each specimen to include, collection, supplies, transportation, screening, etc. and sharing results per specifications 4.1.1-4.1.19.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	All inclusive price drug & alcohol unobserved MOBILE screeni	1500.0000	EA	140.000000	210000.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Commodity Line Comments:

Extended Description:

Unobserved
All inclusive price drug and alcohol unobserved MOBILE screening for each specimen to include, collection, supplies, transportation, screening, etc. and sharing results per specifications 4.1.1-4.1.19.



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: 1398235			Reason for Modification: ADDENDUM 1 TO PROVIDE ANSWERS TO VENDOR QUESTIONS
Doc Description: DRUG AND ALCOHOL TESTING SERVICES			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-04-03	2024-04-16 13:30	CRFQ 0506 BHS2400000006	2

BID RECEIVING LOCATION			
BID CLERK DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US			
		\$160.00	\$480,000.00

VENDOR			
Vendor Customer Code: VS0000011071			
Vendor Name : LNK, LLC dba Drug Testing Centers of America			
Address : 100			
Street : Lee Street W			
City : Charleston			
State : WV	Country : United States	Zip : 25302	
Principal Contact : Julia A. Barker			
Vendor Contact Phone: 304-344-8378		Extension:	

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

Vendor Signature X *Julia A. Barker* **FEIN#** 81-4022435 **DATE** April 15, 2024

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

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HUMAN SERVICES, OFFICE OF DRUG CONTROL POLICY (ODCP), IS SOLICITING BIDS TO ESTABLISH AN OPEN END CONTRACT FOR DRUG AND ALCOHOL TESTING SERVICES FOR SELECTED JOBS AND HOPE WV PARTICIPANTS AS NEEDED AND REQUESTED BY ITS AGENTS FOR ALL 55 COUNTIES PER THE ATTACHED DOCUMENTS.

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

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	All inclusive price drug & alcohol observed MOBILE screening	3000.00000	EA	\$160.00	\$480,000.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:

Observed

All inclusive price drug and alcohol observed screening for each specimen to include, collection, supplies, transportation, screening, etc. and sharing results per specifications 4.1.1-4.1.19.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	All inclusive price drug & alcohol unobserved MOBILE screeni	1500.00000	EA	\$140.00	\$210,000.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:

Unobserved

All inclusive price drug and alcohol unobserved screening for each specimen to include, collection, supplies, transportation, screening, etc. and sharing results per specifications 4.1.1-4.1.19.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON US	WV		HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON US	WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Hourly rate for witness testimony by collection expert	100.00000	HOUR	\$50.00	\$5000.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
Hourly rate for witness testimony by collection expert in person.
Spec section 4.1.21.1

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON US	WV		HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON US	WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Hourly rate for witness testimony by Laboratory expert	50.00000	HOUR	\$75.00	\$3,750.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:
Hourly rate for witness testimony by laboratory expert in person.
Spec section 4.1.21.2

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Hourly rate for witness testimony by MRO expert	25.00000	HOUR	\$75.00	\$1,875.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:

Hourly rate for witness testimony by MRO expert in person.
Spec Section 4.1.21.3

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	All inclusive price drug & alcohol observed MOBILE screening	1500.00000	EA	\$160.00	\$240,000.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:

Observed

All inclusive price drug and alcohol observed MOBILE screening for each specimen to include, collection, supplies, transportation, screening, etc. and sharing results per specifications 4.1.1-4.1.19.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BBH/HF 350 CAPITOL ST, RM 350 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	All inclusive price drug & alcohol unobserved MOBILE screeni	1500.00000	EA	\$140.00	\$210,000.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description:

Unobserved

All inclusive price drug and alcohol unobserved MOBILE screening for each specimen to include, collection, supplies, transportation, screening, etc. and sharing results per specifications 4.1.1-4.1.19.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	VENDOR QUESTION DEADLINE	2024-04-02

	Document Phase	Document Description	Page
BHS240000006	Final	DRUG AND ALCOHOL TESTING SERVICES	6

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

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

Question Submission Deadline: April 2, 2024 at 10:00 AM ET

Submit Questions to: Crystal Hustead
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: crystal.g.hustead@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus n/a convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

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

VENDOR NAME:

BUYER: Crystal Husted
SOLICITATION NO.: CRFQ BHS240000006
BID OPENING DATE: April 16, 2024
BID OPENING TIME: 1:30 PM ET
FAX NUMBER: 304-558-3970

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: April 16, 2024 at 1:30 PM ET

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

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

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women- owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor *wvOASIS* or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

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

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

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

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

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

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

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

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

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

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

the contract will continue for _____ years;

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

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

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

Other: Contract Term specified in _____

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

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

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

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

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

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

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

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

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

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

Vendor must provide proof that it is a qualified drug and alcohol testing vendor as required by Title 49 CFR Part 40, with a minimum of 5 years business experience in drug and alcohol testing.

Vendor must provide proof of SAMHSA certification.

Vendor must provide proof of MRO certification.

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

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

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

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

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

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

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

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

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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

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

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

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

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

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

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

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

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

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

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

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

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

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

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

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

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

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

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

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

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

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

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

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

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

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Julia A. Barker, VP of Operations

(Address) 100 Lee Street W Charleston, WV 25302

(Phone Number) / (Fax Number) 304-344-8378, 304-344-0069

(email address) julia.barker@drugtestingcenters.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

LNK, LLC dba Drug Testing Centers of America

(Company)

Julia A. Barker

(Signature of Authorized Representative)

Julia A. Barker, VP of Operations

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

304-344-8378, 304-344-0069

(Phone Number) (Fax Number)

julia.barker@drugtestingcenters.com

(Email Address)

SOLICITATION NUMBER: CRFQ BHS2400000006

Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To provide answers to vendor questions

No other changes

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

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

Question 1: Would you be able to share if this is a new procurement and if not who the current incumbent provider is?

Answer 1: RN Expertise, LLC is the current vendor.

Question 2: Also, are these services required to be provided by Mobile Vehicles or can they be provided through a network of clinics?

Answer 2: Included in Specification 4.1.5 – “The vendor may use a mobile collection vehicle, or off-site collection facilities, provided all conditions of privacy, confidentiality and chain of custody are met for all collection locations.”

Question 3: I clicked on view purchase history for each line item and it shows Redwood Toxicology, whom I am presuming is the current vendor. But next to the dollar amounts, is a commodity description that does not identify what each charge is for. How can I identify this?

Answer 3: RN Expertise, LLC is the current vendor. The current Commodity code being used is 85121810 for Drug or alcohol screening.

Question 4: On the commodity lines, it asks for an all inclusive price drug AND alcohol.....are we to assume you are looking for a price per product (which them being identical to each other), or are you looking for a quote for a total price of a drug test + alcohol test?

Answer 4: We are looking for a price for the combined drug and alcohol test.

Question 5: Who is the current vendor if not Redwood Toxicology? Is there also a TPA/MRO that delivers you the results?

Answer 5: RN Expertise, LLC is the current vendor. An MRO is used for results.

Question 6: Does the current vendor provide all services, or are these services split over more than 1 vendor? If the vendor chooses not to bid on certain line items, will that disqualify them?

Answer 6: The current vendor provides all services for our bureau themselves. We are looking for one vendor for all services requested in the RFQ.

Question 7: Does the Department currently use paper Chain of Custody forms at the time of collection, or would it be interested in utilizing the electronic chain of custody form, so not as to worry about mistakes, or volume levels of these forms circulating at hundreds of clinics throughout the State?

Answer 7: Currently using paper forms but would not be opposed to switching to electronic.

Question 8: If additional “industry” situations ever come up (ie. Split specimen retest of a positive at a 2nd lab), there are fees associated with these. where can we quote these fees, if ever required?

Answer 8: The quote per screening cost should be all inclusive. If there are additional fees, it should be included with the screening cost.

Question 9: Some mobile collectors charge additional “onsite/per event/mileage” fees in addition to the collections. Where can we quote these, in case they apply?

Answer 9: The quote per screening cost should be all inclusive. If there are additional fees, it should be included with the screening cost.

Question 10: Historically, what has been the yearly spend on all drug/alcohol testing combined?

Answer 10: Over the past 2 years we have averaged \$74,000 per year.

Question 11: On your bid for drug & Alcohol testing services, can you tell me who is your current vendor and what is their contract pricing?

Answer 11: Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

Question 12: On the invoice/pricing sheet, Line 1&2 look the same as Line 6&7, except different volumes?

Answer 12: Lines one and two do not specify the “Mobile” screening as lines six and seven do in the extended description.

Question 13: Is there a separate pricing sheet, or do we fill out the pricing on the invoice?

Answer 13: Pricing can be entered on the Commodity Lines from Oasis as shown.

Question 14: Would the department explore using other methods of urine specimen authentication that removes the need for human observation?

Answer 14: No.

Question 15: Would the department explore using remote self-collected specimens to eliminate the need for mobile screening unit and staff?

Answer 15: No.

Question 16: Is the department open to using a non-SAMHSA certified laboratory to perform testing?

Answer 16: No, must be SAMSHA certified.

Question 17: Does the department want to test for Fentanyl and other related derivatives?

Answer 17: Amphetamines, Cocaine, Marijuana, Opiates, Phencyclidines, Barbiturates, Benzodiazepines, Expanded Opiates, and Alcohol are the required testing.

Question 18: Is the department aware of DNA-authenticated urine drug testing that eliminates the need for human observed urine collection?

Answer 18: No.

Question 19: What is the current pricing for observed and non-observed tests?

Answer 19: See Answer 11

Question 20: Is the current vendor utilizing clinics or providing on-site testing?

Answer 20: If vendor has a clinic in each county, mobile collection is not necessary.

Question 21: Can you provide a list of office locations in all 55 counties?

Answer 21: See attached.

Question 22: How many mobile services have been provided in the last year?

Answer 22: Approximately 2,300.

Question 23: Are you only requiring urine alcohol testing or are you also utilizing breath alcohol testing?

Answer 23: Only urine specimens.

Question 24: What is the turn-around time for payment of services?

Answer 24: Approximately 30 days is average.

Question 25: Who is the current vendor?

Answer 25: RN Expertise, LLC

WEST VIRGINIA COLLECTION SITE LIST IN ORDER BY ZIPCODE

Vendor Name	Address	Zip Code	Phone Number	Hours
Signature Drug Testing, LLC - Rochester	404 Adams St, Rochester, PA	15074	724-775-9470	M-F 8:30-3:30
St Clair Occup Med Center - Bethel Park	2000 Oxford Dr Ste 103, Bethel Park, PA	15102	412-842-7115	M-F 8-12 & 1-4:30
Global Screening, LLC - Winchester	110 Featherbed Lane #6, Winchester, VA	22601	540-313-9046	M-F 9-5
Valley Health Urgent Care	807 E Jubal Early Drive Winchester VA	22601	540-536-2232	M-F 8-8
Valley Urgent Care	65 Riverton Commons Plaza Front Royal VA	22630	504-635-0722	M-F 8-8
Valley Urgent Care	33820 Old Valley Pike Strasburg VA	22657	540-459-1310	M-F 8-8
Arcpoint Labs of Salem	1627 E Main Street, Salem, VA	24153	540-524-2622	M-TH 8:30-5:30, F 8:30-5
C-Health, P.C. - Lebanon	495 East Main Street, Lebanon, VA	24266	276-889-3700	M 8-8, T 8-7:30, WF 8-5, TH 9-5 Sat 8-12
Bluefield Regional Medical Center	500 Cherry St Bluefield WV	24701	304-327-1580	M-F 7-5 outpatient 2nd floor
McDowell County Day Report	109 Wyoming Street Welch WV	24801	304-438-8009	M-F 8-4
Pocahontas County Day Report	300 2nd Ave Marlinton WV	24954	304-799-4208	M-F 8-4p
COMPASS Occ Med	175 Smiley Dr St Albans WV	25177	681-217-7172	M-F 8-5
HHG	221 4th Avenue St Albans WV	25177	304-525-7111	M-F 8 to 4
Ripley Valley Family Care	512 A South Church St Ripley WV	25271	304-372-1033	M-F 8-4:30pm
Wyoming County Day Report	155 Park Street Pineville WV	24874	304-732-0028	M-F 9-3:30
COMPASS Occ Med	812 Quarrier Street Charleston WV	25301	681-217-7172	M-F 8-5
COMPASS Occ Med	114 West Washington Str 2nd floor Charleston WV	25302	681-217-7172	M-F 8-5
Valley Urgent Care	97 Administrative Dr Martinsburg WV	25404	304-350-3200	M-F 8-8
Valley Urgent Care	1179 TJ Jackson Drive Ste B Falling Waters	25419	681-242-3713	M-F 8-8
Valley Urgent Care	100 Oak Lee Dr Ranson WV	25438	304-930-0001	M-F 8-5
Quality Drug Testing	8 Airport Rd Chapmanville WV	25508	304-856-0058	M-F 9-5
Coalfield Family Services	20824 Rt 52 Fort Gay WV	25514	304-848-7100	M-F 8-5
Reliant Drug Test Solutions, LLC - Hurricane	3400-B Teays Valley Road, Hurricane, WV	25526	304-397-6551	M-F 8-5
Reliant Drug Test Solutions, LLC -	703 Ste A 22nd Street Point Pleasant WV	25550	304-593-7881	M-F 8-5
ST Mary's Occ Med	2827 5th Ave Huntington WV 25702	25702	304-736-8764	M-F 8-5
Quality Drug Testing	3138 Robert C. Byrd Drive Beckley WV	25801	681-207-7083	M-F 9-5
Nicholas County Day Report	603 Broad Street Summersville WV	25840	304-872-9543	M-F 8-4
Summers Court Day Report	120 Ballengee Street Ste 220 Hinton WV	25951	304-309-5504	M-F 8-4p
Doctors Urgent Care	24 Homestead Rd Wheeling WV	26003	304-232-1020	M-F 8-6 Sat-Sun 8-12
Families Forward	4001/2 Market Street Parkersburg WV	26101	304-482-6736	M-F 8-5 extended hours as needed
Parkersburg Family Care	2610 Camden Ave Parkersburg WV	26101	304-917-3733	M-F 8-4:30pm
Coplin Health Systems	483 Court Street Elizabeth WV	26143	304-275-3301	M-F 8-4:30pm
Minnie Hamilton Hospital	186 Hospital Drive Grantsville WV	26147	304-354-9244	M-F 8-5
River Valley Family Care	606 Washington St Ravenswood WV	26184	304-273-1033	M-F 8-4:30
Sistersville General Hospital - Sistersville	314 Wells St, Sistersville, WV	26175	304-447-2474	M-F 8-8, Sat Sun 8-2
Tucker County Day Report	213 First Street Parsons WV	26287	304-478-2833	M-F 8-4
Webster County Memorial Hospital	324 Miller Mountain DR Webster Springs WV	26288	304-847-5582	M-F 8-4
Together in Recovery	84 South Main Street Phillip WV	26416	304-457-2661	M-F 8-4
Doddridge County Day Report	123 West Main Street West Union WV	26456	304-873-3005	M-F 8-4
Time Savers	108 Lawless Rd Morgantown WV	26501	304-381-2325	M-F 8-4
Marion County Day Report	211 Adams Street Fairmont WV	26554	304-333-2445	M-F 8-5
Quality Drug Testing	11 Middletown Rd White Hall WV	26554	681-404-5673	M-W 9-5 T-F 9-4
Mineral County Day Report	130 N Main Street Keyser WV	26726	304-788-0583	M-F 8-4
Grant County Day Report	5 Highlands Ave Petersburg WV	26847	304-257-4547	M-F 8-4

Akma Drug Testing - Ashland	1701 Central Ave, Ashland, KY	41101	606-324-0404	M-TH 9-5, F 9-3
Doctors Urgent Care	51342 National RD St Clairsville, OH	43950	740-699-0940	M-F 8:30-5
Greenbriar Day Report	147 Main Street West Ronceverte WV	24970	304-647-1391ext2	M-F 830-4
Hampshire Hospital	363 Sumter Blvd Romney wv	26757	304-822-4561	M-F 8am-4pm
Williamson Memorial Hospital	859 Alderson St Williamson wv	25861	304-235-2500	24 hours
Primary Care Center	125 Center Street Clay WV	26043	304-587-7301	M-F 8am-4pm
Gilmer Primary Care	809 Mineral Rd Glenville WV	26351	304-462-7322	7:30-8pm
St Joseph Hospital	1 Amalia Dr Buckanow WV	26201	304-472-2000	7am-8pm
Roane General	200 Hospital Dr Spencer WV	25276	304-927-4444	7am-9:30pm
Brazton Memorial	100 Hoytman Dr Gassaway WV	26624	800 987-0847	24 hours
Mountaineer Comm Hospital	783 Winchester Paw Paw WV	25434	304-947-5563	8am-5pm
Stonewall Jackson Hospital	230 Hospital Plaza Weston WV	26452	304-288-8080	24 hours
Grafton Hospital	Hospital Plaza Grafton WV	25354	304-265-0400	8am-5pm
Valley Urgent Care	118 B University Blvd Harrisonburg VA	22801	540-434-5709	8am-8pm closest to pendleton
Ritchie Regional Health care	135 South Penn Ave Harlawville WV	26362	304-843-4005	8am-5pm
Bridgeport Express Care	1370 Johnson Ave Bridgeport WV	26330	304-842-3330	8am-8pm
Preston Memorial Hospital	150 Memorial Dr Kingwood WV	26637	304-329-1400	8am-4pm
Lincoln County Primary Care	7400 Lynn Ave Hamlin WV	25523	304-824-6806	8am-9pm
Randolph Day report	#5 Randolph Ave Ste 2 Elkins WV	26241	304-636-6273	8am -4pm

Monroe and Pocahontas clinics or hospitals will not perform drug testing.

We can arrange a collector if necessary to go on site if the closest facility is not convenient

These sites can also be changed

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: BHS2400000006

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

LNK, LLC dba Drug Testing Centers of America

Company

Julia A. Barker

Authorized Signature

April 15, 2024

Date

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

Revised 6/8/2012

**REQUEST FOR QUOTATION
CRFQ BHS2400000006
Drug and Alcohol Testing Services**

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Human Services, Office of Drug Control Policy (ODCP), to establish an open end contract for drug and alcohol testing services for selected Jobs and Hope WV participants as needed and requested by its agents for all 55 counties.

NOTE: This solicitation may be funded in whole or in part with Federal Funds and thus this solicitation and its resulting awarded contract are subject to the requirements of "Attachment 1: Federal Funds Addendum."

NOTE: The WVDHHR has developed an EEO Utilization Report and it is available at: <http://www.wvdhhr.org/pdfs/h1.5%20Utilization%20Report%20and%20EEO%20policy.pdf>

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 **"Contract Services"** means the drug and alcohol testing services as more fully described in these specifications.

2.2 **"Pricing Page"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS upon which Vendor should list its proposed price for the Contract Services.

2.3 **"SAMHSA"** means the Substance Abuse and Mental Health Services Administration, an agency of the United States Department of Health and Human Services.

2.4 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services.

2.5 **"Title 49 CFR Part 40"** means the United States Department of Transportation Workplace Drug and Alcohol Testing Program Policy available at: http://www.dot.gov/odapc/NEW_DOCS/part40.html.

2.6 **"Medical Review Officer (MRO)"** means a person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.

**REQUEST FOR QUOTATION
CRFQ BHS240000006
Drug and Alcohol Testing Services**

2.7 “ODCP” means the Office of Drug Control Policy, created within the Department of Human Services (DoHS) under the general direction of the Cabinet Secretary and supervision of the State Health Officer to lead development of all programs and services related to the prevention, treatment, and reduction of substance use disorder

2.8 “Transition Agents” means individuals hired by the State of WV to perform the job duties outlined by the Jobs and Hope WV handbook, including but not limited to, drug screening referral and review.

2.9 “Jobs and Hope WV” means a beginning-to-end program established by the state of WV to remove barriers to education, training and employment.

2.10 “Participants” means individuals who have been referred to the Jobs and Hope WV Transition Agents and completed an intake who will be or are currently receiving services.

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

3.1. Prior to the award, Vendor must provide proof that it is a qualified drug and alcohol testing vendor with a minimum of five (5) years’ experience in drug and alcohol testing.

4. MANDATORY REQUIREMENTS: Contract Services must meet or exceed the mandatory requirements listed below.

4.1 Selected Jobs and Hope WV Participant Drug and Alcohol Testing:

4.1.1 Vendor must begin services within 14-28 days of award.

4.1.2 Vendor must provide all forms, collection kits and miscellaneous supplies for the collection, transportation and analyses of urine specimens.

4.1.3 Vendor must comply with all applicable medical standards; federal, state and local government safety codes, laws and regulations relating to drug and alcohol testing available at: <http://www.samhsa.gov/workplace/drug-testing>.

4.1.4 Vendor must follow the US Department of Transportation collection protocols provided in 49 CFR Part 40.

REQUEST FOR QUOTATION
CRFQ BHS240000006
Drug and Alcohol Testing Services

- 4.1.5** Vendor must provide for the collection of specimens to meet the requirements of 49 CFR Part 40 with respect to conducting workplace drug and alcohol testing, for collecting and storing urine specimens, testing for drugs and alcohol, and ensuring confidentiality. The vendor may use a mobile collection vehicle, or off-site collection facilities, provided all conditions of privacy, confidentiality and chain of custody are met for all collection locations.
- 4.1.6** Vendor must provide scheduled service Monday through Friday, excluding West Virginia State Holidays. Locations must be open for a minimum of 4 hours between the hours of 7:00 AM ET and 5:00 PM ET Monday through Friday.
- 4.1.7** Vendor must arrive on location and be ready to conduct testing within two (2) hours of the request for testing. For Mobile Services, vendors must arrive on location and be ready to conduct testing within four (4) hours of the request for testing.
- 4.1.8** Vendor must ensure that collection site personnel will be trained in compliance with 49 CFR Part 40 which and shall be engaged in the business of providing the required controlled substances and alcohol testing.
- 4.1.9** It is preferred that the vendor have a collection site, or be able to subcontract with another testing facility to serve as a collection site, in every county.
- 4.1.9.1** The vendor, who is awarded a contract, is solely responsible for the satisfactory completion of the work. The prime vendor shall be responsible for ensuring that any subcontractors have all the necessary permits, certifications, experience and insurance to perform the work. All work performed by a subcontractor must be appropriately annotated on any submitted documentation. DoHS will consider the vendor to be the sole point of contact with regard to authorized work under the contract, however, this provision does not prohibit the DoHS from directly contacting subcontractors.

**REQUEST FOR QUOTATION
CRFQ BHS240000006
Drug and Alcohol Testing Services**

- 4.1.9.2** If awarded vendor subcontracts the services contained in this solicitation, subcontractor must comply with all mandatory specifications.
- 4.1.9.3** Payments issued in accordance with the requirements of this solicitation and the awarded contract shall be made to the contractual vendor. Under no circumstances will the state make payments to a subcontractor.
- 4.1.9.4** The vendor must make arrangements for the initial screening appointment to be observed by collection site personnel.
- 4.1.10** Vendor should provide a list of collection sites for residents of all 55 counties in WV with their bid. This information will be required prior to contract award.
- 4.1.10.1** DoHS must be made aware of any changes made to the subcontractor list during the life of the contract.
- 4.1.11** Vendor must provide for transportation for all specimens to the testing laboratory in accordance with 49 CFR Part 40.
- 4.1.12** Vendor must provide for testing of urine in compliance with 49 CFR Part 40. This includes necessary collection and identification supplies and transportation costs from the collection site to a Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory. The split sample method of collection, handling, and storage is to be utilized. The split sample method is a collection in which the urine collected is divided into two separate specimen bottles, the primary specimen and the split specimen.
- 4.1.13** Vendor must utilize a laboratory that is certified by DoHS/SAMHSA (Department of Human Services). The laboratory shall test and store specimens (primary and split specimens) and have in place equipment that meets applicable regulations which can be found at <http://www.gpo.gov/fdsys/pkg/FR-2012-06-14/pdf/2012-14582.pdf>. Additionally, the laboratory shall have a quality control program in place that complies with 49 CFR Part 40.

REQUEST FOR QUOTATION
CRFQ BHS2400000006
Drug and Alcohol Testing Services

4.1.14 Vendor must perform chemical analyses of urine specimens to determine whether the person from whom the specimen was taken has been using any of the drugs listed:

- A. Amphetamines (amphetamine and methamphetamine)
- B. Cocaine
- C. Marijuana
- D. Opiates (codeine and morphine)
- E. Phencyclidines (PCP)
- F. Barbiturates
- G. Benzodiazepines
- I. Expanded Opiates (oxycodone, hydromorphone, hydrocodone, oxymorphone)
- J. Alcohol

4.1.15 Vendor must provide, as part of its services, a Certified Medical Review Officer (MRO). The MRO shall be a licensed physician with knowledge of substance abuse disorders and have appropriate medical training necessary, which can be found at <http://www.gpo.gov/fdsys/pkg/FR-2012-06-14/pdf/2012-14582.pdf>, to interpret and evaluate controlled substances test results. The MRO shall be certified in accordance with 49 CFR Part 40.

4.1.16 Vendor must provide confirmed test results, of both negative results and positive test results for nonprescription drugs are made available, in writing, to Transition Agents or his/her designee via confidential means, immediately upon confirmation by the MRO, but not later than 72 hours after receipt of the specimen by the laboratory. The vendor must inform the state agency contact if turnaround time for positive test result confirmation will exceed 72 hours.

4.1.17 Vendor must ensure that all laboratory records are maintained for the appropriate period of time to comply with 49 CFR Part 40 which can be found at <http://www.gpo.gov/fdsys/pkg/FR-2012-06-14/pdf/2012-14582.pdf> and that those records are provided, in written report format, to the Transition Agents upon written request within 120 hours.

4.1.18 Vendor must provide for an account manager (or designee) to be available during normal business hours (Monday through Friday

REQUEST FOR QUOTATION
CRFQ BHS240000006
Drug and Alcohol Testing Services

between 7:00 am EST and 5:00 pm EST excluding State Holidays) to answer questions and resolve problems.

- 4.1.19** Vendor must provide each Facility / Bureau / Office (as appropriate) with a written recapitulation of the testing program activity on a monthly basis and provide by US mail a comprehensive listing within ten (10) calendar days to each respective thirty (30) Community Services Managers.
- 4.1.20** Vendor must, upon written request, prepare a litigation package within 120 hours of the request. The litigation package will be provided to the DoHS's Bureau Community Service Manager or his/her designee via confidential means and will include copies of all chain of custody documents, batch specimen review sheets, data review files (graphic charts), resumes and credentials of all technicians involved in testing of specimens, laboratory testing reports to include the initial immunoassay screen and the confirmation gas chromatography/mass spectrometry test.
- 4.1.21** Vendor must provide within seven (7) calendar days, upon request, expert witness testimony regarding the accuracy of specific client/applicant testing should the results and subsequent actions be challenged by client/applicant.
- 4.1.21.1** Expert witness testimony includes a collection expert to testify in person in court to the procedures followed in collecting the client/applicant's specimen(s).
- 4.1.21.2** Expert witness testimony includes a laboratory expert to testify in person in court to the procedures followed in testing the client/applicant's specimen(s).
- 4.1.21.3** Expert witness testimony includes MRO expert to testify in person in court to the test results of the client/applicant's specimen(s).
- 4.1.22** Vendor must maintain records, documents and other files directly related to the performance of work under this agreement in accordance with 49 CFR Part 40 and accepted professional practice and appropriate accounting procedures.

**REQUEST FOR QUOTATION
CRFQ BHS240000006
Drug and Alcohol Testing Services**

4.1.22.1 Vender shall maintain records pertaining to the contract for five (5) years following the end of the contract period. Should there be any litigation or issues related to the contract vendor shall maintain the records for five (5) years following the termination of any litigation that has not terminated within the above five (5) year period.

4.1.23 Vendor must provide any or all records produced or held in execution of this agreement within 10 calendar days of written notice.

4.2 Department of Human Services Requirements

4.2.1 Upon contract award, DoHS's ODCP Assistant Director will provide a comprehensive list of Transition Agents from each Jobs and Hope WV Region authorized to request testing and receive results.

4.2.2 DoHS will not reimburse the vendor for initial set-up fee or for any renewal fees if the contract is renewed.

4.2.3 DoHS will not reimburse vendor for specimen adulteration assays.

4.2.4 DoHS will not reimburse vendor for handling of rejected specimens or those otherwise unfit for testing.

4.2.5 DoHS will not reimburse vendor for collection time. A collection is complete only after every client/applicant has met his/her testing obligations.

4.2.6 DoHS will reimburse the vendor a "no show" fee of the amount equal to the scheduled procedure in the event that vendor is called to a location for a scheduled collection/testing procedure and the client/applicant fails to appear for the collection/testing procedure after a reasonable waiting period of at least forty-five (45) minutes, provided that Vendor acquires written documentation from the authorized individual at the location or his/her designee.

5. CONTRACT AWARD:

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

**REQUEST FOR QUOTATION
CRFQ BHS240000006
Drug and Alcohol Testing Services**

cost as shown on the Pricing Pages.

5.2 Pricing Page: Vendor must complete the pricing page by entering the unit price for each item/commodity line. Multiply that unit price by the quantity and place that result in the “total price” column. Add all the numbers in the “total price” column to get the Total Bid Amount. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor’s bid being disqualified. **Please note that quantities are estimates only and that payment will be made based on the actual usage whether it be more or less than the estimate.**

If responding electronically through VSS, the Total Bid Amount is calculated by the system automatically; vendors should only need to enter a Unit Price for each line.

Vendor’s who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State’s wvOASIS Vendor Self Service (VSS). If unable to respond online, Vendor must submit their Pricing Page with their submitted bid prior to the schedule bid opening date.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. Vendors can download the electronic copy of the Pricing Pages from the wvOASIS Vendor Self-Service website. If responding with a paper bid, Vendors should download and/or print the assembled CRFQ document (with the highest version number) from wvOASIS and insert their unit price and total price for each line item.

If encountering issues with using wvOASIS to access the Pricing Page or other documentation, or with entering bid data electronically in general, bidders should contact the wvOASIS HelpDesk at (304) 558-6708, Toll Free (855) 666-8823

- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT:** Agency shall pay per test or other unit, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

The vendor shall submit monthly invoices, in arrears, to the DHHR according to usage for all services provided pursuant to the terms of the contract. Each invoice will contain

**REQUEST FOR QUOTATION
CRFQ BHS240000006
Drug and Alcohol Testing Services**

documentation to determine the dates, type of tests, location of test, and cost per test; hours of expert testimony; or training materials, as applicable. DoHS reserves the right to reject any or all invoices for which proper documentation has not been provided. The vendor will be notified within ten (10) working days from the date of receipt of any invoice deficiencies.

State law forbids payment of invoices prior to receipt of services.

Payments issued in accordance with the requirements of this solicitation and the awarded contract shall be made to the contractual vendor. Under no circumstances will the state make payments to a subcontractor.

- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 9.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

10.1. The following shall be considered a vendor default under this Contract.

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2. Failure to comply with other specifications and requirements

**REQUEST FOR QUOTATION
CRFQ BHS240000006
Drug and Alcohol Testing Services**

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: Julia A. Barker
Telephone Number: 304-344-8378
Fax Number: 304-344-0069
Email Address: julia.barker@drugtestingcenters.com

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

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

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

FEDERAL FUNDS ADDENDUM

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

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

**1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:
(2 C.F.R. § 200.321)**

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**2. DOMESTIC PREFERENCES:
(2 C.F.R. § 200.322)**

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

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

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

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

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

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

6. DAVIS-BACON WAGE RATES:

(2 C.F.R. § 200.327 and Appendix II)

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

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

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

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

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

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

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

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

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

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

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

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

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

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

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

13. PROCUREMENT OF RECOVERED MATERIALS
(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.
(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

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

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

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

State of West Virginia

By: _____

Printed Name: _____

Title: _____

Date: _____

Vendor Name:

LNK, LLC dba Drug Testing Centers of America

By: Julia A. Barker

Printed Name: Julia A. Barker

Title: VP of Operations

Date: April 15, 2024

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

W. Va. CSR § 148-1-5

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

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

Currentness

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

5.2. Contract Cancellation.

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

5.2.1.a. The vendor agrees to the cancellation;

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

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

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

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

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

5.2.1.g. The contract was awarded in error.

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

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

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

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

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

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

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

5.4. Suspension.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.6. Damages.

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

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

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

Credits

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

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

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

End of Document

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Government Works.

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

Prevailing Wage Determination

– Not Applicable Because Contract Not for Construction

– Federal Prevailing Wage Determination on Next Page

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

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

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

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
 - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
 - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
 - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
 - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
 - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
 - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
 - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
 - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. Support of Individual Rights.

- i. Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:

 - the date of disclosure;
 - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
 - a brief description of the PHI disclosed; and
 - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vrc/agencyli.htm and,

unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov or <https://apps.wv.gov/ot/ir/Default.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

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

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

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

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

4. Addendum Administration.

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

5. General Provisions/Ownership of PHI.

- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

Name of Agency: _____

Signature: _____

Title: _____

Date: _____

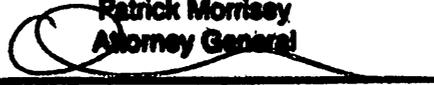
LNK, LLC dba Drug Testing Centers of America
Name of Associate: Julia A. Barker

Signature: Julia A. Barker

Title: VP of Operations

Date: April 15, 2024

Form - WVBA-012004
Amended 06.26.2013

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

Appendix A

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

Name of Associate: _____

Name of Agency: _____

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

Any and all health information that can be tied to an individuals information.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: 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 repayment agreement.

"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 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:

Vendor's Name: LNK, LLC dba Drug Testing Centers of America

Authorized Signature: Julia A. Barker Date: 4/15/24

State of Kentucky

County of Johnson, to-wit:

Taken, subscribed, and sworn to before me this 15th day of April, 2024

My Commission expires 8/29/24, 2024

AFFIX SEAL HERE

NOTARY PUBLIC Linda F. Castle



Collection Site List in Order by Zip Code

<u>Collection Site</u>	<u>Address</u>	<u>Zip Code</u>	<u>Phone Number</u>	<u>Business Hours</u>
Signature Drug Testing, LLC-Rochester	404 Adams St, Rochester, PA	15074	724-775-9470	M-F 8:30am-4:30pm
St Clair Occ Medical Center-Bethel Park	2000 Oxford Dr Ste 100, Bethel Park, PA	15102	412-942-7115	M-F 8:00am-12:00pm & 1:00pm-4:30pm
Global Screening, LLC-Winchester	110 Featherbed Lane #6, Winchester, VA	22601	540-313-9046	M-F 9:00am-5:00pm
Valley Health Urgent Care	507 E Jubad Early Drive, Winchester VA	22601	540-536-2232	M-F 8:00am-5:00pm
Valley Urgent Care	65 Riverton Commons Plaza Front,Royal VA	22630	504-635-0722	M-F 8:00am-8:00pm
Valley Urgent Care	33820 Old Valley Pike, Strasburg VA	22657	540-459-1310	M-F 8:00am-8:00pm
Valley Urgent Care	119 B University Blvd, Harrisonburg VA	22801	540-434-5709	8:00am-8:00pm
ARCPoint Labs of Salem	1627 E Main Street, Salem VA	24153	540-524-2822	M-Th 8:30am-5:30pm,F 8:30am-5:00pm
C-Health of Lebanon	495 East Main Street, Lebanon VA	24266	276-889-3700	M-T 8:00am-6:00pm,W-F 8:00am-5:00pm
Bluefield Regional Medical Center	500 Cherry Street, Bluefield WV	24701	304-327-1580	M-F 7:00am-5:00pm Outpatient 2nd Floor
McDowell County Day Report	109 Wyoming Street, Welch WV	24801	304-438-8008	M-F 8:00am-4:00pm
Wyoming County Day Report	155 Park Street, Pineville WV	24874	304-732-0028	M-F 9:00am-3:30pm
Pocohontas County Day Report	300 2nd Ave, Marlinton WV	24954	304-799-4209	M-F 8:00am-4:00pm
Greenbriar Day Report	147 Main Street, West Ronceverte WV	24970	304-647-1391 ext	M-F 8:30am-4:00pm
Primary Care Center	125 Center Street, Clay WV	25043	304-587-7301	M-F 8:00am-4:00pm
Coplin Health Systems	483 Court Street, Elizabeth WV	25143	304-275-3301	M-F 8:00am-4:30pm
River Valley Family Care	606 Washington Steet, Ravenswood WV	25154	304-273-1033	M-F 8:00AM-4:30pm
Ripley Valley Family Care	512 A South Church Street, Ripley WV	25271	304-372-1033	M-F 8:00AM-4:30pm
Jackson General Hospital-Laboratory	122 Pinnell St, Ripley WV	25271	304-373-1560	M-F 8:00am-5:00pm
Roane General	200 Hospital Dr, Spencer WV	25276	304-927-4444	7:00AM-9:30pm
Drug Testing Centers of America	100 Lee St. W, Charleston WV	25302	304-344-8378	M-T 8:30am-5:00pm
Ashton Medical Associates	1097 Fledderjohn Rd, Charleston WV	25314	304-345-3627	M-T 8:00am-4:00pm, F 8:00am-3:00pm
Valley Urgent Care	97 Administrative Drive, Martinsburg WV	25404	304-350-3200	M-F 8:00am-8:00pm
Valley Urgent Care	1179 TJ Jackson Drive STE B, Falling Waters WV	25419	681-242-3713	M-F 8:00am-8:00pm
Mountaineer Community Hospital	783 Winchester St, Paw Paw WV	25434	304-947-5563	8:00am-5:00pm
Valley Urgent Care	100 Oak Lee Drive, Ranson WV	25438	304-930-0001	M-F 8:00am-5:00pm
Quality Drug Testing	6 Airport Road, Chapmanville WV	25508	304-855-0058	M-F 9:00am-5:00pm
Coalfield Family Services	20824 Rt 52, Fort Gay WV	25514	304-648-7100	M-F 10:00am-5:00pm
Lincoln County Primary Care	7400 Lynn Ave, Hamlin WV	25523	304-824-5606	8:00am-9:00pm
Reliant Drug Test Solutions	3400-B Teays Valley Rd, Hurricane WV	25526	304-397-6551	M-Th 8:00am-5:00pm, F 8:00am-1:00pm
Health Research Systems	821 6th Ave, Huntington WV	25701	304-529-4453	M-F 8:00am-4:30pm
Saint Mary's Occ Med	2827 5th Ave, Huntington WV	25702	304-736-8764	M-F 8:00am-5:00pm
Quality Drug Testing	8 Airport Rd, Beckley WV	25801	681-207-7093	M-F 9:00am-5:00pm
Nicholas County Day Report	603 Broad St, Summersville WV	25840	304-872-9543	M-F 8:00am-4:00pm
Williamson Memorial Hospital	859 Alderson Street, Williamson WV	25861	304-235-2500	24 Hours
Summers County Day Report	120 Ballengee Street STE 220, Hinton WV	25951	304-309-5504	M-F 8:00am-4:00pm
Doctors Urgent Care	24 Homestead Road, Wheeling WV	26003	304-232-1020	M-F 8:00am-6:00pm Sat-Sun 8:00am-12:00pm
Reynolds Memorial Hospital-Laboratory	800 Wheeling Ave, Glen Dale WV	26038	304-843-3320	M-F 8:00am-4:00pm No BAT Available
Families Forward	400 1/2 Market Street, Parkersburg WV	26101	304-482-6738	M-F 8:00am-5:00pm
Parkersburg Family Care	2610 Camden Ave, Parkersburg WV	26101	304-917-3733	M-F 8:30am-4:30pm
Minnie Hamilton Hospital	186 Hospital Drive, Grantsville WV	26147	304-354-9244	M-F 8:00am-5:00pm
EZCare Walk In Medical Center	260 Russell Ave, New Martinsville WV	26155	304-398-4949	M-F 8:30-4:00pm

Sistersville General Hospital-Sisterville	314 Wells Street, Sisterville WV	26175	304-447-2474	M-F 8:00am-5:00pm
St Joseph Hospital	1 Amalia Drive, Buckannon WV	26201	304-472-2000	7:00am-8:00pm
Randolph Day Report	#5 Randolph Ave Ste 2, Elkins WV	26241	304-638-5273	8:00am-4:00pm
Tucker County Day Report	213 First Street, Parsons WV	26267	304-476-2833	M-F 8:00am-4:00pm
Webster County Memorial Hospital	324 Miller Mountain Drive, Webster Springs WV	26288	304-847-5582	M-F 8:00am-4:00pm
Advantage Occupational Medicine	1370 Johnson Ave, Bridgeport WV	26330	304-933-3651	M-F 8:00am-7:00pm
Gilmer Primary Care	808 Mineral Road, Glenville WV	26351	304-482-7322	M-F 7:30am-6:00pm
Grafton Hospital	Hospital Plaza, Grafton WV	26354	304-265-0400	8:00am-5:00pm
Family Medical Clinic	134 Industrial Park, Jane Lew WV	26378	304-884-7880	M-F 8:00am-5:00pm
Together in Recovery	84 South Main Street, Phillipi WV	26418	304-457-2691	M-F 8:00am-4:00pm
Stonewall Jackson Hospital	230 Hospital Plaza, Weston WV	26452	304-289-8080	24 Hours
Ritchie Regional Health Center	190 Marie Steet, West Union WV	26456	304-873-1401	M-Th 8:00am-6:00pm, F 8:00am-4:00pm
Doddridge County Day Report	123 West Main Street, West Union WV	26458	304-873-3005	M-F 8:00am-4:00pm
Time Savers	109 Lawless Road Central, Morgantown WV	26501	304-381-2325	M-F 8:00am-4:00pm
Pro Medical	460 Mylan Park Lane, Morgantown WV	26501	304-983-7766	M-Th 8:00am-5:00pm, F 8:00am-12:00pm Appointment required
Quality Labs & Testing	235 High Street Suite 626, Morgantown WV	26505	304-405-4051	M-F 8:00am-5:00pm
Marion County Day Report	211 Adams Street, Fairmont WV	26554	304-333-2445	M-F 8:00am-5:00pm
Quality Drug Testing	27 Middletown Road, White Hall WV	26554	681-404-5673	M-Th 9:00am-4:30pm, F 9am-3:30, DO requires appointment
UPC Whitehall Medical	177 Middletown Road Ste 1, White Hall WV	26554	304-363-6600	M-F 9:00am-5:00pm
Braxton Memorial	100 Hoylman Drive, Gassaway WV	26624	800-997-0847	24 Hours
Preston Memorial Hospital	150 Memorial Dr, Kingwood WV	26637	304-329-1400	M-F 8:00am-4:00pm
Mineral County Day Report	130 N Main Street, Keyser WV	26726	304-788-0583	M-F 8:00am-4:00pm
Hampshire Hospital	383 Sunrise Blvd, Romney WV	26757	304-822-4561	M-F 8:00am-4:00pm
EZ Care	747 N Main Street Ste C, Moorefield WV	26836	304-538-8000	M-F 9:00am-7:00pm, SAT 10:00am-6:00pm
Grant County Day Report	5 Highlands Ave, Petersburg WV	26847	304-257-4547	M-F 8:00am-4:00pm
Grant Memorial Hospital-Lab	117 Hospital Drive, Petersburg WV	26847	304-257-1026	M-F 8:00am-5:00pm
AKME Drug Testing	3644 Louisa Road, Catlettsburg KY	41129	606-324-0404	M-Th 9:00am-5:00pm, F 9:00am-3:00pm
Doctors Urgent Care	51342 National Road, St Clairsville OH	43950	740-689-0940	M-F 8:30am-5:00pm

***Collection sites would be added or removed as needed

***Mobile testing would be completed for multiple participants when needed