



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

State of West Virginia Master Agreement

Order Date: 12-23-2024

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0506 2937 CME2500000002 1	Procurement Folder:	1517260
Document Name:	POSTMORTEM TOXICOLOGY TESTING	Reason for Modification:	
Document Description:	POSTMORTEM TOXICOLOGY TESTING		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2025-01-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2026-01-14

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VS0000018726 Axis Forensic Toxicology PO Box 681513 Indianapolis IN 46268-7513 US Vendor Contact Phone: 3177594869 Extension: 1 Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Courtney M Buskirk Requestor Phone: 304-352-4853 Requestor Email: courtney.m.buskirk@wv.gov 2025 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
PURCHASING DIRECTOR 304-356-4116 HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST WEST CHARLESTON WV 25302 US	PURCHASING DIRECTOR 304-356-4116 HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA ST W CHARLESTON WV 25302 US

CR 12-26-24

Total Order Amount:

Open End

Purchasing Division's File Copy

CH 12/23/24

PURCHASING DIVISION AUTHORIZATION
DATE: <i>Tua H. 12/23/24</i>
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: <i>John L. Gray</i>
ELECTRONIC SIGNATURE ON FILE

1/6/2025

ENCUMBRANCE CERTIFICATION
DATE: <i>1-8-25</i>
ELECTRONIC SIGNATURE ON FILE

Extended Description:

THE VENDOR, AXIS FORENSIC TOXICOLOGY, AGREES TO ENTER WITH THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH, OFFICE OF THE CHIEF MEDICAL EXAMINER, INTO A CONTRACT FOR POSTMORTEM TOXICOLOGY TESTING PER THE TERMS AND CONDITIONS, SPECIFICATIONS, BID REQUIREMENTS, ADDENDUM 1 ISSUED ON 10/09/2024, ADDENDUM 2 ISSUED ON 10/18/2024, AND THE VENDOR'S BID DATED 10/30/2024, INCORPORATED HEREIN BY REFERENCE, AND MADE A PART OF HEREOF.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	41116146				0.000000
Service From		Service To		Service Contract Amount	
2025-01-15		2026-01-14		0.00	

Commodity Line Description: Toxicology test kits or supplies

Extended Description:

PRICING INCLUDED ON ATTACHED EXHIBIT A PRICING PAGE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	80121903				0.000000
Service From		Service To		Service Contract Amount	
2025-01-15		2026-01-14		0.00	

Commodity Line Description: Expert Witness Testimony

Extended Description:

PRICING INCLUDED ON ATTACHED EXHIBIT A PRICING PAGE

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.

Accredited by the American Board of Toxicology, or American Society of Crime Lab

☒ Directors (ASCLD/LAB), or College of American Pathologist.

☐☐☐

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.

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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 hearth, 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) Denise Purdie Andrews, COO

(Address) P.O. Box 681513, Indianapolis, IN 46268

(Phone Number) / (Fax Number) 317-759-4869

(email address) sales@axisfortox.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.

Axis Forensic Toxicology

(Company)

Denise Purdie Andrews

Digitally signed by Denise Purdie Andrews
DN: cn=Denise Purdie Andrews, o=Axis Forensic Toxicology, email=denise.purdie@axisfortox.com, c=US
Date: 2024.10.23 13:50:00 -0400

(Signature of Authorized Representative)

Denise Purdie Andrews, COO

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

317-759-4869

(Phone Number) (Fax Number)

sales@axisfortox.com

(Email Address)

Postmortem Toxicology Testing

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Health, Office of the Chief Medical Examiner, to establish a contract for Postmortem Toxicology Testing. The Contract awarded from this Solicitation shall cover Eligible Items from Vendor's Catalog.
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 **"Catalog"** means the price list or sales catalog that includes all items that Vendor can and will sell under this Contract.
 - 2.2 **"Catalog Price"** means the lowest price listed for an Eligible Item in Vendor's Catalog. (Ex. A box of 200 tissues priced at \$4.00 per box has a catalog price of \$4.00. A crate of tissue boxes priced at \$400.00 has a catalog price of \$400.00).
 - 2.3 **"Discount Percentage"** means the percentage discount that Vendor will apply to all Agency purchases of Eligible Items in a given product category
 - 2.4 **"Discounted Price"** means the price that the Vendor will charge Agencies for the purchase of Eligible Items under this Contract. The Discounted Price is the Catalog Price reduced by the Discount Percentage.
 - 2.5 **"Discounted Unit Price"** means the discounted price of one Unit of an Eligible Item purchased under this Contract. The Discounted Unit Price will only be used for evaluation purposes.
 - 2.6 **"Eligible Item"** means any item contained in Vendor's catalog that Vendor can and will sell to the State under this Contract and includes generally Postmortem Toxicology Testing.
 - 2.7 **"Pricing Page"** or **"Pricing Pages"** means the schedule of prices, Discount Percentage, estimated usage, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
 - 2.8 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

Postmortem Toxicology Testing

- 2.9 **“Total Bid Cost”** means the sum of the bid total column on the Pricing Pages shown below the bid total column and identified as the total bid cost.
- 2.10 **“Unit”** means the smallest measurable amount of an Eligible Item and is identified on the Pricing Pages in the Unit column. The Unit will only be utilized for bid evaluation purposes.
- 2.11 **“Unit Price”** means the price of an individual unit of an Eligible Item as shown on the Pricing Pages.
- 2.12 **“Units Provided for Catalog Price”** means the total number of units of an Eligible Item contained in the package advertised for sale in Vendor’s Catalog that corresponds with the Catalog Price. (Ex. A box of 200 nuts advertised in vendor’s catalog for \$4.00 has a Units Provided for Catalog Price of 200. A crate of nuts advertised in Vendor’s catalog for \$400.00, each containing 100 boxes with 200 nuts per box, yields a Units Provided for Catalog Price of 20,000.)
- 2.13 **“Postmortem”** means an examination of a dead body to determine the cause of death.
- 2.14 **“Toxicology Testing”** means various tests that determine the type and approximate amount of legal and illegal drugs in a person.
- 2.15 **“ANAB”** means ANSI National Accreditation Board.
- 2.16 **“ABFT”** means American Board of Forensic Toxicology.
- 2.17 **“CAP”** means College of American Pathologist.
- 2.18 **“DEA”** means U.S. Drug Enforcement Administration.

Postmortem Toxicology Testing

3. GENERAL REQUIREMENTS:

3.1 Mandatory Laboratory Licensure and Eligible Item Requirements:

Eligible Items must meet or exceed the mandatory requirements listed below.

- 3.1.1** Eligible Items must maintain requirements of CAP. Vendor shall hold and maintain ISO 17025:2017 accreditation by ANAB and ABFT accreditation in the discipline of Postmortem Toxicology.
- 3.1.2** Vendor shall hold and maintain ANAB ISO 17025:2017 accreditation and hold/maintain licensure by the DEA.
- 3.1.3** Vendor must provide True forensic testing including two different analytical techniques or analysis performed by similar analytical methods on two separate specimen aliquots.
- 3.1.4** Vendor must supply collection kits specifically for forensic cases, chain of custody forms, preprinted requisition forms, shipping and packaging labels.
- 3.1.5** Vendor shall provide a current directory or online test catalog of comprehensive scope of tests available.
- 3.1.6** Vendor shall provide annual positivity report and a quarterly and annual test utilization report that will be reviewed with a Toxicologist/Certifying Scientist.
- 3.1.7** Vendor laboratory shall provide an example of an existing panel that triggers/reflexes to other testing to a different matrix for metabolites to demonstrate their testing flexibility.
- 3.1.8** Vendor shall participate in external Proficiency Testing Programs – CAP, etc. and must conduct in-house Proficiency Testing and Quality Assurance Programs, with ability to present documentation upon demand.

3.2 Testing and Surveillance

- 3.2.1** All forensic testing services to be performed on site at the Contractor's laboratory facility. Vendor laboratory shall not utilize a subcontractor for toxicology testing. Ref to: Testing Description attachment for a list of tests.

Postmortem Toxicology Testing

- 3.2.2 Vendor laboratory shall maintain an extensive surveillance library of novel psychoactive substances containing at least twenty (20) compounds that are routinely updated, minimally twice per year.
- 3.2.3 Laboratory Director must be ABFT or ABCC certified – toxicologist to provide expert services and a means of providing coverage if the laboratory director is un-available.
- 3.2.4 The vendor shall employ at least one board certified toxicologist with active memberships in relevant professional organizations maintain accreditation for the laboratory. This provision is to make sure board certified personnel are available to address client inquiries, provide back up to clients, ease of availability for consultation, scheduling of expert services support as needed and give a broader pool of technical experience to support all customers.
- 3.2.5 Vendor shall be able to provide expert witness testimony with experience in forensic toxicology cases and have historical proof of operational capacity to handle a minimum of 5,000 postmortem toxicology cases per month, or 12,500 forensic samples per month, proof of operational capacity to handle a minimum of 2,500 drug identification exhibits per month or 30,000 exhibits per year. This may reflect multiple laboratories within the accredited system.
- 3.2.6 Vendor must provide a complete list of compounds included in routine toxicology panels-used to compare the scope of testing offered by prospective vendors
- 3.2.7 Vendor must have a documentable record of ability to handle routine and nonroutine specimens. Fluids-blood, serum, plasma, urine, vitreous, gastric, bile, hair. Solids-tissues, all solid organs, bone, injection sites, hair, nails, teeth, decomposed tissue, embalmed bodies. Biological stains on materials (clothing, paper, sheets, carpeting, etc.) for presence of compounds of toxicological interest.

Postmortem Toxicology Testing

- 3.2.8 Vendor must provide Result Reporting – require submission of an example of reports with bid response. Complete Internal Chain of Custody – confirmed by laboratory site inspection if desired by bidder.
- 3.2.9 Vendor must provide Standard Operating Procedures – the laboratory should have documented SOP's available to support specimen handling, analytical procedures, Quality Control procedures and maintenance records of analytical instrumentation.
- 3.2.10 Vendor must provide Specimen Storage – the laboratory must secure and maintain the specimen for a period of one (1) year in such a manner to prevent contamination and degradation. The laboratory must be willing to work with third parties (attorneys, etc.) to extend the storage period at the third party's expense with required and approved written authorization.
- 3.2.11 Vendor must provide a vast number of testing (See Testing Description attachment)
- 3.2.12 Vendor must provide confidentiality to protect the clients.

4. CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOG:

- 4.1 **Contract Award:** This Contract is intended to provide the Agency with a discounted price on all Eligible Items. The Contract shall be awarded to the Vendor that meets the Solicitation specifications and provides the lowest Total Bid Cost for the Eligible Items listed on the Pricing Pages. Notwithstanding the foregoing, the Purchasing Division reserves the right to award this Contract to multiple Vendors if it deems such action necessary.
- 4.2 **Discount Percentage:** Vendor shall quote a single Discount Percentage that will reduce the lowest price shown in the Catalog for every Eligible Item. The resulting Discounted Price shall be the price Agencies pay for purchases of that Eligible Item under this Contract.

Postmortem Toxicology Testing

Vendor shall not incorporate Discount Percentages into its Catalog unless the Vendor clearly shows the Catalog Price and then separately lists the applicable Discount Percentage and the Discounted Price for each Eligible Item.

The Discount Percentage and subsequent Discounted Price derived from that discount must take into account any and all fees, charges, or other miscellaneous costs that Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The Agency shall only pay the appropriate Discounted Unit Price for items purchased under this Contract.

- 4.2 Service and Supplies Requirements:** The successful vendor MUST agree to provide, at no charge, a reasonable number of supplies for the collection and submission of specimens; to include specimen collection kits. Agree to provide Federal Express shipping supplies (pre-printed, pre-paid air bills and shipping packs) to facilitate Standard overnight delivery of specimens to the laboratory. Agree to perform only those tests ordered. Agree to provide laboratory results in an expected turnaround time of 14-18 business days after receiving samples for analysis of routine postmortem toxicology panels. Agree to provide services without regard to race, color, age, sex, national origin, religion, citizenship, disability, sexual orientation, or veteran status. Client support, expert services and toxicology available daily to answer client questions via phone and/or email and support testimony needs and supply a 24/7 Hotline for Public Health and Safety emergencies where toxicology testing and or consultation may be required.
- 4.3 Reports and Records Requirements:** The successful vendor will agree to provide active integrations with some LIMS systems for report delivery to forensic clients. The report shall include the results of the test, normal reference ranges for the test, and any comments deemed necessary. The secure web portal should also provide the ability for remote order entry. Such portal must meet HIPAA compliance requirements. Agree to maintain records in such form and for such duration as may be required by federal, state, and local statutes and regulations. Agree to maintain the confidentiality of information contained in the report, as to abide by and comply with all provisions of HIPAA.
- 4.4 Pricing Pages:** Vendor should complete the Pricing Pages (Exhibit A) by filling in any blank spaces with the information requested. The information requested on the Pricing Pages for each frequently purchased Eligible Item

Postmortem Toxicology Testing

includes the Vendor's Eligible Item manufacturer, the manufacturer's number for each Eligible Item, Catalog Prices, Units Provided for Catalog Price, Unit Prices, Discount Percentage, Discounted Unit Prices, and item total costs. The Vendor should also include the Total Bid Cost. Vendor should complete all columns as failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.

The Pricing Pages contain a list of frequently purchased items and estimated unit quantity that will be purchased. The estimated unit quantity for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendors are **strongly encouraged** to complete the Pricing Pages through wvOASIS or electronically in Microsoft Excel. Doing so will reduce the number of, and the possibility for, calculation errors.

The Purchasing Division reserves the right to take Vendor's Pricing Pages and insert the appropriate numbers into the Microsoft Excel spreadsheet if Vendor chooses to complete the Pricing Pages in any other way.

5. Catalog:

- 5.1 Submission.** Vendor must submit its Catalog prior to award of this Contract for evaluation purposes. Vendor shall also mail the Catalog free of charge to any Agency desiring to use this Contract if the Catalog is not electronically entered into wvOASIS. Vendor may be required to input its Catalog data into wvOASIS utilizing the format required by wvOASIS. Copies of the Catalog may also be requested in an electronic format. Vendor's Catalog, or data from the Catalog entered into wvOASIS will be used by Agencies to order Eligible Items under this Contract.

Vendor should identify all items listed on the Pricing Pages by circling or highlighting those items in its Catalog and earmarking, tabbing, or listing the pages for those items, to assist in the evaluation and verification of the bids and pricing. If any discrepancies exist between the Pricing Pages and the actual price listed in the Catalog, the actual price shall prevail and the Pricing Pages may be corrected by the Purchasing Division buyer for evaluation purposes.

- 5.2 Catalog Modification.** The Purchasing Division may permit Vendor to update its Catalog at each renewal date. Determination of whether or not to allow a Catalog update is at the sole discretion of the Purchasing Division.

Postmortem Toxicology Testing

Any request by Vendor to update its Catalog must include a detailed listing of the following: (1) any Eligible Items being removed, Discounted Unit Prices for those items, Agencies quantity usage of those items, and total spent by Agencies on those items; (2) any Eligible Items being added to the Catalog and the Discounted Unit Price of those items; (3) all changes in the Discounted Unit Price to Eligible Items, estimated usage relating to items that have changed in price, and the total impact of the price change on the State; and (4) justification for updating its Catalog. The Purchasing Division may waive the detailed listing requirement if it finds that doing so is in the best interest of the State. Unless an updated catalog is approved, the Eligible Items available under this Contract and prices for those items shall remain unchanged during the term of this Contract.

In the event that multiple vendors are awarded a contract under the Solicitation, the first priority vendor shall not be permitted to include in its updated Catalog items being sold by a vendor that is lower in ordering priority without the consent of that lower priority vendor.

6. ORDERING AND PAYMENT:

- 6.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this Solicitation. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Vendor shall provide the Purchasing Division with access to its internet ordering portal/website, if one will be used under this Contract, to allow the Purchasing Division to ensure that the requirements of this Contract are being met.

- 6.2 Invoicing and Payment:** Vendor shall indicate the discount received on each invoice submitted for payment. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

Postmortem Toxicology Testing

7. DELIVERY AND RETURN:

7.1 Delivery Time and Place: Vendor shall deliver standard orders within 14 to 18 working days after orders are received. Vendor shall deliver emergency orders within 5 to 8 working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Eligible Items must be delivered to the Agency at: 619 Virginia Street West, Charleston, WV 25302.

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

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

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

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

Postmortem Toxicology Testing

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

8. VENDOR DEFAULT:

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

- 8.1.1** Failure to provide Eligible Items in accordance with the requirements contained herein.
- 8.1.2** Failure to comply with other specifications and requirements contained herein.
- 8.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 8.1.4** Failure to remedy deficient performance upon request.

8.2 The following remedies shall be available to the Agency upon default.

- 8.2.1** Immediate cancellation of the Contract.
- 8.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 8.2.3** Any other remedies available in law or equity.

9. MISCELLANEOUS:

- 9.1 No Substitutions:** Vendor shall supply only Eligible Items contained in its Catalog submitted in response to the Solicitation or an updated Catalog approved by the Purchasing Division as described above. Vendor shall not supply substitute items.

Postmortem Toxicology Testing

- 9.2 Vendor Supply:** Vendor must carry sufficient inventory of the Eligible Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Eligible Items contained in its bid response.
- 9.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 9.4 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 the Vendor's bid, but such costs will not be paid by the Agency separately.
- 9.5 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: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

Postmortem Toxicology Testing

EXHIBIT A – PRICING PAGE / TRAVEL REIMBURSEMENT

Postmortem Toxicology Testing

EXHIBIT A – TRAVEL REIMBURSEMENT

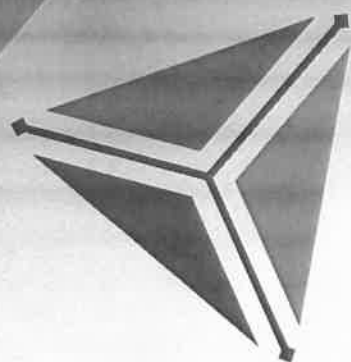
Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on the Vendor's bid, but such costs will not be paid by the Agency separately.

EXHIBIT A

Vendor shall quote a single Discount Percentage that will reduce the lowest price shown in the Catalog for every Eligible Item
 Axis will also provide a 20% discount from the list prices of items NOT on this list.

VENDOR ELIGIBLE ITEM	ITEM MANUFACTURER	MANUFACTURER NUMBER	UNIT OF MEASURE	UNIT PRICE	DISCOUNT PERCENTAGE	DISCOUNTED UNIT PRICE
Comprehensive Panel, Blood (Forensic)	Axis	70510	EACH	415		\$ 185.00
Electrolytes and Glucose Panel (Vitreous), Fluid (Forensics)	Axis	32400	EACH	110		\$ 50.00
Cannabinoids Confirmation, Blood	Axis	incl in 70510	EACH			\$ -
Fentanyl and 4-ANPP Confirmation, Blood	Axis	incl in 70510	EACH			\$ -
Amphetamines Confirmation, Blood	Axis	incl in 70510	EACH			\$ -
Alcohol Panel, Fluid	Axis	incl in 70510	EACH			\$ -
Ketone Panel, Fluid	Axis	incl in 70510	EACH			\$ -
Alcohols and Acetone Confirmation, Blood	Axis	incl in 70510	EACH			\$ -
Gabapentin Confirmation, Blood	Axis	incl in 70510	EACH			\$ -
Postmortem, Expanded, Blood (Forensics)	Axis	70510	EACH	415		\$ 185.00
Cocaine and Metabolites Confirmation, Blood	Axis	incl in 70510	EACH			\$ -
Opiates - Free (Unconjugated) Confirmation, Blood	Axis	incl in 70510	EACH			\$ -
Benzodiazepines Confirmation, Blood (Forensics)	Axis	incl in 70510	EACH			\$ -
Postmortem, Expanded, Tissue (Forensics)	Axis	70510T	EACH	655		\$ 490.00
Novel Psychoactive Substances (NPS) Screen 1, Blood	Axis	13610	EACH	340		\$ 200.00
Xylazine Confirmation, Blood	Axis	incl in 70510	EACH			\$ -
Diphenhydramine Confirmation, Blood	Axis	incl in 70510	EACH			\$ -
Metoprolol Confirmation, Blood	Axis	incl in 70510	EACH			\$ -
Hydroxyzine Confirmation, Blood	Axis	incl in 70510	EACH			\$ -
Amlodipine Confirmation, Blood (Forensic)	Axis	incl in 70510	EACH			\$ -

	UNIT OF MEASURE	UNIT PRICE	
Expert Witness Testimony Hours -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 the Vendor's bid, but such costs will not be paid by the Agency separately.	HOURS	\$ 350.00	



AXIS

FORENSIC TOXICOLOGY

2024 Client Price Guide

Axis Forensic Toxicology 2024 Price Guide

Axis Order Code	Test Name	2024 List Price
40600	Acetaminophen, Blood	\$ 150.00
40600FL	Acetaminophen, Fluid	\$ 250.00
40600T	Acetaminophen, Tissue	\$ 260.00
40600V	Acetaminophen, Vitreous	\$ 250.00
45500	Acetone, Blood	\$ 115.00
45500FL	Acetone, Fluid	\$ 150.00
45500T	Acetone, Tissue	\$ 160.00
45500V	Acetone, Vitreous	\$ 150.00
44000	Albuterol, Blood	\$ 383.00
44500	Alprazolam, Blood	\$ 185.00
44500FL	Alprazolam, Fluid	\$ 295.00
44500T	Alprazolam, Tissue	\$ 305.00
44500V	Alprazolam, Vitreous	\$ 295.00
43010	Amiodarone and Metabolite, Blood	\$ 540.00
41500	Amitriptyline and Metabolite, Blood	\$ 150.00
41500FL	Amitriptyline and Metabolite, Fluid	\$ 250.00
41500T	Amitriptyline and Metabolite, Tissue	\$ 260.00
41500V	Amitriptyline and Metabolite, Vitreous	\$ 250.00
44510	Amobarbital, Blood	\$ 150.00
44510FL	Amobarbital, Fluid	\$ 250.00
44510T	Amobarbital, Tissue	\$ 260.00
44510V	Amobarbital, Vitreous	\$ 250.00
41510	Amoxapine and Metabolite, Blood	\$ 355.00
45075	Amphetamine, Blood	\$ 150.00
45075FL	Amphetamine, Fluid	\$ 250.00
45075V	Amphetamine, Vitreous	\$ 250.00
45130	Amphetamines Panel, Blood	\$ 220.00
45130FL	Amphetamines Panel, Fluid	\$ 295.00
45130T	Amphetamines Panel, Tissue	\$ 305.00
45130V	Amphetamines Panel, Vitreous	\$ 295.00
10072	Amphetamines, Urine	\$ 220.00
45075T	Amphetamine, Tissue	\$ 260.00
44030U	Anabolic Steroids, Urine	\$ 218.00
41710	Antidepressants, Blood	\$ 220.00
41710FL	Antidepressants, Fluid	\$ 295.00
41710T	Antidepressants, Tissue	\$ 305.00
41710V	Antidepressants, Vitreous	\$ 295.00
42400	Aripiprazole, Blood	\$ 185.00
47000	Arsenic, Blood	\$ 176.00
43020	Atenolol, Blood	\$ 220.00
43020FL	Atenolol, Fluid	\$ 360.00
43020T	Atenolol, Tissue	\$ 285.00
43020V	Atenolol, Vitreous	\$ 360.00
45140	Atomoxetine, Blood	\$ 220.00
40000	Baclofen, Blood	\$ 422.00
44525	Barbiturates, Blood	\$ 220.00
44525FL	Barbiturates, Fluid	\$ 295.00

Axis Forensic Toxicology 2024 Price Guide

44525T	Barbiturates, Tissue	\$	305.00
44525V	Barbiturates, Vitreous	\$	295.00
44530	Benzodiazepine Panel, Blood	\$	220.00
44530FL	Benzodiazepine Panel, Fluid	\$	295.00
44530T	Benzodiazepine Panel, Tissue	\$	305.00
44530V	Benzodiazepine Panel, Vitreous	\$	295.00
44040	Benztropine, Blood	\$	225.00
33570	Betahydroxybutyric Acid, Blood	\$	283.00
33570FL	Betahydroxybutyric Acid, Fluid	\$	351.00
43085	Bisoprolol, Blood	\$	185.00
43085FL	Bisoprolol, Fluid	\$	295.00
43085T	Bisoprolol, Tissue	\$	305.00
43085V	Bisoprolol, Vitreous	\$	295.00
42200	Brompheniramine, Blood	\$	220.00
40800	Bupivacaine, Blood	\$	220.00
40610	Buprenorphine and Metabolite, Blood	\$	185.00
40610FL	Buprenorphine and Metabolite, Fluid	\$	295.00
40610T	Buprenorphine and Metabolite, Tissue	\$	305.00
40610V	Buprenorphine and Metabolite, Vitreous	\$	295.00
41520	Bupropion, Blood	\$	185.00
41520FL	Bupropion, Fluid	\$	295.00
41520T	Bupropion, Tissue	\$	305.00
41520U	Bupropion, Urine	\$	185.00
41520V	Bupropion, Vitreous	\$	295.00
42800	Buspirone, Blood	\$	198.00
44540	Butabarbital, Blood	\$	150.00
44540FL	Butabarbital, Fluid	\$	250.00
44540T	Butabarbital, Tissue	\$	260.00
44540V	Butabarbital, Vitreous	\$	250.00
44550	Butalbital, Blood	\$	150.00
44550FL	Butalbital, Fluid	\$	250.00
44550T	Butalbital, Tissue	\$	260.00
44550V	Butalbital, Vitreous	\$	250.00
40620	Butorphanol, Blood	\$	220.00
45010	Caffeine, Blood	\$	218.00
45010FL	Caffeine, Fluid	\$	420.00
45010V	Caffeine, Vitreous	\$	420.00
44050	Cannabinoids, Blood	\$	175.00
44050FL	Cannabinoids, Fluid	\$	250.00
44050T	Cannabinoids, Tissue	\$	260.00
10166	Cannabinoids, Urine	\$	150.00
44050V	Cannabinoids, Vitreous	\$	250.00
41030	Carbamazepine and Metabolite, Blood	\$	185.00
41030FL	Carbamazepine and Metabolite, Fluid	\$	250.00
41030T	Carbamazepine and Metabolite, Tissue	\$	260.00
41030V	Carbamazepine and Metabolite, Vitreous	\$	250.00
44060	Carbon Monoxide, Blood	\$	100.00

Axis Forensic Toxicology 2024 Price Guide

40010	Carisoprodal and Metabolite, Blood	\$	150.00
40010FL	Carisoprodal and Metabolite, Fluid	\$	250.00
40010T	Carisoprodal and Metabolite, Tissue	\$	260.00
40010V	Carisoprodal and Metabolite, Vitreous	\$	250.00
42210	Cetirizine, Blood	\$	185.00
42210FL	Cetirizine, Fluid	\$	295.00
42210T	Cetirizine, Tissue	\$	305.00
42210U	Cetirizine, Urine	\$	185.00
42210V	Cetirizine, Vitreous	\$	295.00
44560	Chlordiazepoxide and Metabolite, Blood	\$	185.00
44560FL	Chlordiazepoxide and Metabolite, Fluid	\$	295.00
44560T	Chlordiazepoxide and Metabolite, Tissue	\$	305.00
44560V	Chlordiazepoxide and Metabolite, Vitreous	\$	295.00
41685	Chlorophenylpiperazine (mCPP), Blood	\$	185.00
41685FL	Chlorophenylpiperazine (mCPP), Fluid	\$	295.00
41685T	Chlorophenylpiperazine (mCPP), Tissue	\$	305.00
41685V	Chlorophenylpiperazine (mCPP), Vitreous	\$	295.00
41440	Chlorothiazide, Blood	\$	291.00
42220	Chlorpheniramine, Blood	\$	150.00
42220FL	Chlorpheniramine, Fluid	\$	250.00
42220T	Chlorpheniramine, Tissue	\$	260.00
42220V	Chlorpheniramine, Vitreous	\$	250.00
42410	Chlorpromazine, Blood	\$	188.00
41530	Citalopram, Blood	\$	150.00
41530FL	Citalopram, Fluid	\$	250.00
41530T	Citalopram, Tissue	\$	260.00
41530U	Citalopram, Urine	\$	150.00
41530V	Citalopram, Vitreous	\$	250.00
41540	Clomipramine and Metabolite, Blood	\$	150.00
41540FL	Clomipramine and Metabolite, Fluid	\$	250.00
41540T	Clomipramine and Metabolite, Tissue	\$	260.00
41540V	Clomipramine and Metabolite, Vitreous	\$	250.00
41045	Clonazepam and Metabolite, Blood	\$	185.00
41045FL	Clonazepam and Metabolite, Fluid	\$	295.00
41045T	Clonazepam and Metabolite, Tissue	\$	305.00
41045V	Clonazepam and Metabolite, Vitreous	\$	295.00
42420	Clozapine and Metabolite, Blood	\$	150.00
42420FL	Clozapine and Metabolite, Fluid	\$	250.00
42420T	Clozapine and Metabolite, Tissue	\$	260.00
42420V	Clozapine and Metabolite, Vitreous	\$	250.00
45020	Cocaine and Metabolites, Blood	\$	150.00
45020FL	Cocaine and Metabolites, Fluid	\$	250.00
45020T	Cocaine and Metabolites, Tissue	\$	260.00
45020V	Cocaine and Metabolites, Vitreous	\$	250.00
70510	Comprehensive Drug Panel, Blood	\$	415.00
70510FL	Comprehensive Drug Panel, Fluid	\$	655.00
70510T	Comprehensive Drug Panel, Tissue	\$	655.00

Axis Forensic Toxicology 2024 Price Guide

70510V	Comprehensive Drug Panel, Vitreous	\$	655.00
44080	Cyanide, Blood	\$	141.00
40030	Cyclobenzaprine, Blood	\$	150.00
40030FL	Cyclobenzaprine, Fluid	\$	250.00
40030T	Cyclobenzaprine, Tissue	\$	260.00
40030V	Cyclobenzaprine, Vitreous	\$	250.00
44565	Demoxepam, Blood	\$	150.00
44565FL	Demoxepam, Fluid	\$	250.00
44565T	Demoxepam, Tissue	\$	260.00
44565V	Demoxepam, Vitreous	\$	250.00
13510	Designer Benzodiazepine Panel, Blood	\$	340.00
13810	Designer Opioids Panel, Blood	\$	340.00
13810U	Designer Opioids Panel, Urine	\$	340.00
13810V	Designer Opioids Panel, Vitreous	\$	340.00
42240	Dextromethorphan, Blood	\$	150.00
42240FL	Dextromethorphan, Fluid	\$	250.00
42240T	Dextromethorphan, Tissue	\$	260.00
42240V	Dextromethorphan, Vitreous	\$	250.00
41050	Diazepam and Metabolites, Blood	\$	185.00
41050FL	Diazepam and Metabolites, Fluid	\$	295.00
41050T	Diazepam and Metabolites, Tissue	\$	305.00
41050V	Diazepam and Metabolites, Vitreous	\$	295.00
40210	Diclofenac, Blood	\$	220.00
40210U	Diclofenac, Urine	\$	220.00
44750	Diethylene Glycol, Blood	\$	525.00
40690	Dihydrocodeine, Blood	\$	185.00
40690FL	Dihydrocodeine, Fluid	\$	295.00
40690T	Dihydrocodeine, Tissue	\$	305.00
40690V	Dihydrocodeine, Vitreous	\$	295.00
43120	Diltiazem, Blood	\$	220.00
42250	Diphenhydramine, Blood	\$	150.00
42250FL	Diphenhydramine, Fluid	\$	250.00
42250T	Diphenhydramine, Tissue	\$	260.00
42250V	Diphenhydramine, Vitreous	\$	250.00
70538B	DOA w/ Naltrexone, Blood	\$	310.00
44260	Donepezil, Blood	\$	220.00
44260FL	Donepezil, Fluid	\$	360.00
44260V	Donepezil, Vitreous	\$	360.00
41470	Dothiepin, Blood	\$	748.00
41560	Doxepin and Metabolite, Blood	\$	150.00
41560FL	Doxepin and Metabolite, Fluid	\$	250.00
41560T	Doxepin and Metabolite, Tissue	\$	260.00
41560V	Doxepin and Metabolite, Vitreous	\$	250.00
42260	Doxylamine, Blood	\$	185.00
42260FL	Doxylamine, Fluid	\$	250.00
42260T	Doxylamine, Tissue	\$	260.00
42260V	Doxylamine, Vitreous	\$	250.00

Axis Forensic Toxicology 2024 Price Guide

70530	Drugs of Abuse Panel, Blood	\$	285.00
70530FL	Drugs of Abuse Panel, Fluid	\$	430.00
70530T	Drugs of Abuse Panel, Tissue	\$	430.00
70080	Drugs of Abuse Panel, Urine	\$	285.00
70530V	Drugs of Abuse Panel, Vitreous	\$	430.00
41720	Duloxetine, Blood	\$	185.00
41720FL	Duloxetine, Fluid	\$	250.00
41720T	Duloxetine, Tissue	\$	260.00
11720	Duloxetine, Urine	\$	150.00
41720V	Duloxetine, Vitreous	\$	250.00
32400	Electrolyte Panel, Vitreous	\$	110.00
43130	Ephedrine, Blood	\$	150.00
43130FL	Ephedrine, Fluid	\$	250.00
43130T	Ephedrine, Tissue	\$	260.00
43130U	Ephedrine, Urine	\$	150.00
43130V	Ephedrine, Vitreous	\$	250.00
44730	Estazolam, Blood	\$	220.00
45640	Ethanol, Blood	\$	115.00
45640FL	Ethanol, Fluid	\$	150.00
45640T	Ethanol, Tissue	\$	160.00
45640V	Ethanol, Vitreous	\$	150.00
45530	Ethylene Glycol, Blood	\$	309.00
40240	Etodolac, Blood	\$	185.00
40240FL	Etodolac, Fluid	\$	295.00
40240T	Etodolac, Tissue	\$	305.00
40240U	Etodolac, Urine	\$	185.00
40240V	Etodolac, Vitreous	\$	295.00
40435	Etomidate, Blood	\$	185.00
40435FL	Etomidate, Fluid	\$	295.00
40435T	Etomidate, Tissue	\$	305.00
40435U	Etomidate, Urine	\$	185.00
40435V	Etomidate, Vitreous	\$	295.00
90301	Extended Storage - 1 Year	\$	250.00
41080	Felbamate, Blood	\$	542.00
40410	Fentanyl, Blood	\$	150.00
40410FL	Fentanyl, Fluid	\$	250.00
40410T	Fentanyl, Tissue	\$	260.00
40420	Fentanyl, Vitreous	\$	250.00
43140	Flecainide, Blood	\$	220.00
44570	Flunitrazepam, Blood	\$	150.00
44570FL	Flunitrazepam, Fluid	\$	250.00
44570T	Flunitrazepam, Tissue	\$	260.00
44570V	Flunitrazepam, Vitreous	\$	250.00
41580	Fluoxetine and Metabolite, Blood	\$	185.00
41580FL	Fluoxetine and Metabolite, Fluid	\$	250.00
41580T	Fluoxetine and Metabolite, Tissue	\$	260.00
41580V	Fluoxetine and Metabolite, Vitreous	\$	250.00

Axis Forensic Toxicology 2024 Price Guide

42430	Fluphenazine, Blood	\$	262.00
44585	Flurazepam and Metabolite, Blood	\$	220.00
41590	Fluvoxamine, Blood	\$	258.00
43150	Furosemide, Blood	\$	277.00
41090	Gabapentin, Blood	\$	150.00
41090FL	Gabapentin, Fluid	\$	250.00
41090T	Gabapentin, Tissue	\$	260.00
41090V	Gabapentin, Vitreous	\$	250.00
44590	Gamma Hydroxybutyrate (GHB), Blood	\$	220.00
10835	Glucose, Urine	\$	168.00
42270	Guaifenesin, Blood	\$	220.00
42270FL	Guaifenesin, Fluid	\$	360.00
42270T	Guaifenesin, Tissue	\$	285.00
42270U	Guaifenesin, Urine	\$	220.00
42270V	Guaifenesin, Vitreous	\$	360.00
42440	Haloperidol, Blood	\$	220.00
43160	Hydrochlorothiazide, Blood	\$	185.00
43160FL	Hydrochlorothiazide, Fluid	\$	295.00
43160T	Hydrochlorothiazide, Tissue	\$	305.00
43160V	Hydrochlorothiazide, Vitreous	\$	295.00
40430	Hydrocodone, Blood	\$	150.00
40430FL	Hydrocodone, Fluid	\$	250.00
40430T	Hydrocodone, Tissue	\$	260.00
40430V	Hydrocodone, Vitreous	\$	250.00
40440	Hydromorphone, Blood	\$	150.00
40440FL	Hydromorphone, Fluid	\$	250.00
40440T	Hydromorphone, Tissue	\$	260.00
40440V	Hydromorphone, Vitreous	\$	250.00
40355	Hydroxychloroquine, Blood	\$	335.00
40355FL	Hydroxychloroquine, Fluid	\$	370.00
40355T	Hydroxychloroquine, Tissue	\$	404.00
40355V	Hydroxychloroquine, Vitreous	\$	370.00
42280	Hydroxyzine, Blood	\$	220.00
42280FL	Hydroxyzine, Fluid	\$	360.00
42280T	Hydroxyzine, Tissue	\$	285.00
42280V	Hydroxyzine, Vitreous	\$	360.00
40260	Ibuprofen, Blood	\$	150.00
40260FL	Ibuprofen, Fluid	\$	250.00
40260T	Ibuprofen, Tissue	\$	260.00
40260V	Ibuprofen, Vitreous	\$	250.00
41600	Imipramine and Metabolite, Blood	\$	150.00
41600FL	Imipramine and Metabolite, Fluid	\$	250.00
41600T	Imipramine and Metabolite, Tissue	\$	260.00
41600V	Imipramine and Metabolite, Vitreous	\$	250.00
45710	Inhalants Panel, Blood	\$	560.00
45540	Isopropanol, Blood	\$	115.00
45540FL	Isopropanol, Fluid	\$	150.00

Axis Forensic Toxicology 2024 Price Guide

45540T	Isopropanol, Tissue	\$	160.00
45540V	Isopropanol, Vitreous	\$	150.00
40810	Ketamine and Metabolite, Blood	\$	150.00
40810FL	Ketamine and Metabolite, Fluid	\$	250.00
40810T	Ketamine and Metabolite, Tissue	\$	260.00
40810V	Ketamine and Metabolite, Vitreous	\$	250.00
33500	Ketone Panel, Blood	\$	414.00
17070	Ketone Panel, Fluid	\$	366.00
40280	Ketoprofen, Blood	\$	504.00
43340	Ketorolac, Blood	\$	472.00
43315	Labetalol, Blood	\$	654.00
43315FL	Labetalol, Fluid	\$	719.00
43315V	Labetalol, Vitreous	\$	719.00
41095	Lacosamide, Blood	\$	220.00
41100	Lamotrigine, Blood	\$	185.00
41100FL	Lamotrigine, Fluid	\$	295.00
41100T	Lamotrigine, Tissue	\$	305.00
41100V	Lamotrigine, Vitreous	\$	295.00
41110	Levetiracetam, Blood	\$	150.00
41110FL	Levetiracetam, Fluid	\$	250.00
41110T	Levetiracetam, Tissue	\$	260.00
41110V	Levetiracetam, Vitreous	\$	250.00
40830	Lidocaine, Blood	\$	150.00
40830FL	Lidocaine, Fluid	\$	250.00
40830T	Lidocaine, Tissue	\$	260.00
40830V	Lidocaine, Vitreous	\$	250.00
42450	Lithium, Blood	\$	121.00
42080	Loperamide, Blood	\$	185.00
42050	Loratadine and Metabolite, Blood	\$	357.00
41120	Lorazepam, Blood	\$	185.00
41120FL	Lorazepam, Fluid	\$	295.00
41120T	Lorazepam, Tissue	\$	305.00
41120V	Lorazepam, Vitreous	\$	295.00
44110	Lysergic Acid Diethylamide (LSD), Blood	\$	220.00
45055	MDA, Blood	\$	150.00
45050	MDMA, Blood	\$	150.00
45050FL	MDMA, Fluid	\$	250.00
45050T	MDMA, Tissue	\$	260.00
45050V	MDMA, Vitreous	\$	250.00
40444	Melatonin, Blood	\$	346.00
40450	Meperidine, Blood	\$	150.00
40450FL	Meperidine, Fluid	\$	250.00
40450T	Meperidine, Tissue	\$	260.00
40450V	Meperidine, Vitreous	\$	250.00
48345	Metals/Metaloids Acute Poisoning Panel, Blood	\$	512.00
40080	Metaxalone, Blood	\$	185.00
40080FL	Metaxalone, Fluid	\$	295.00

Axis Forensic Toxicology 2024 Price Guide

40080T	Metaxalone, Tissue	\$	305.00
40080V	Metaxalone, Vitreous	\$	295.00
40470	Methadone and Metabolite, Blood	\$	185.00
40470FL	Methadone and Metabolite, Fluid	\$	250.00
40470T	Methadone and Metabolite, Tissue	\$	260.00
40470V	Methadone and Metabolite, Vitreous	\$	250.00
45076	Methamphetamine, Blood	\$	150.00
45076FL	Methamphetamine, Fluid	\$	250.00
45076V	Methamphetamine, Vitreous	\$	250.00
45076T	Methamphetamine, Tissue	\$	260.00
45560	Methanol, Blood	\$	115.00
45560FL	Methanol, Fluid	\$	150.00
45560T	Methanol, Tissue	\$	160.00
45560V	Methanol, Vitreous	\$	150.00
45360	Methaqualone, Blood	\$	363.00
44085	Methemoglobin, Blood	\$	266.00
40050	Methocarbamol, Blood	\$	220.00
40050FL	Methocarbamol, Fluid	\$	360.00
40050V	Methocarbamol, Vitreous	\$	360.00
45060	Methylphenidate, Blood	\$	150.00
45060FL	Methylphenidate, Fluid	\$	250.00
45060T	Methylphenidate, Tissue	\$	260.00
45060V	Methylphenidate, Vitreous	\$	250.00
42020	Metoclopramide, Blood	\$	185.00
42020FL	Metoclopramide, Fluid	\$	250.00
42020T	Metoclopramide, Tissue	\$	260.00
42020V	Metoclopramide, Vitreous	\$	250.00
43170	Metoprolol, Blood	\$	185.00
43170FL	Metoprolol, Fluid	\$	295.00
43170T	Metoprolol, Tissue	\$	305.00
43170U	Metoprolol, Urine	\$	185.00
43170V	Metoprolol, Vitreous	\$	295.00
43180	Mexiletine, Blood	\$	680.00
40870	Midazolam, Blood	\$	150.00
40870FL	Midazolam, Fluid	\$	250.00
40870T	Midazolam, Tissue	\$	260.00
40870V	Midazolam, Vitreous	\$	250.00
41620	Mirtazapine, Blood	\$	185.00
41620FL	Mirtazapine, Fluid	\$	250.00
41620T	Mirtazapine, Tissue	\$	260.00
41620V	Mirtazapine, Vitreous	\$	250.00
42090	Mitragynine, Blood	\$	185.00
40480	Morphine, Blood	\$	150.00
40480FL	Morphine, Fluid	\$	250.00
40480T	Morphine, Tissue	\$	260.00
40480V	Morphine, Vitreous	\$	250.00
43190	Nadolol, Blood	\$	303.00

Axis Forensic Toxicology 2024 Price Guide

40650	Naloxone, Blood	\$	158.00
44120	Naltrexone, Blood	\$	532.00
40300	Naproxen, Blood	\$	150.00
40300FL	Naproxen, Fluid	\$	250.00
40300T	Naproxen, Tissue	\$	260.00
40300V	Naproxen, Vitreous	\$	250.00
45065	Nicotine/Cotinine, Blood	\$	174.00
45065FL	Nicotine/Cotinine, Fluid	\$	377.00
45065T	Nicotine/Cotinine, Tissue	\$	444.00
45065V	Nicotine/Cotinine, Vitreous	\$	377.00
43200	Nifedipine, Blood	\$	220.00
13910	Nitazene Analog Panel, Blood	\$	340.00
46210	Nitrazepam and Metabolite, Blood	\$	512.00
13710	Novel Emerging Compounds, Blood	\$	340.00
42480	Olanzapine, Blood	\$	150.00
42480FL	Olanzapine, Fluid	\$	250.00
42480T	Olanzapine, Tissue	\$	260.00
42480V	Olanzapine, Vitreous	\$	250.00
40515	Opiates Panel 1, Blood	\$	185.00
40515FL	Opiates Panel 1, Fluid	\$	295.00
40515T	Opiates Panel 1, Tissue	\$	305.00
40515V	Opiates Panel 1, Vitreous	\$	295.00
40060	Orphenadrine, Blood	\$	270.00
41150	Oxcarbazepine as Metabolite, Blood	\$	185.00
41150FL	Oxcarbazepine as Metabolite, Fluid	\$	250.00
41150T	Oxcarbazepine as Metabolite, Tissue	\$	260.00
41150V	Oxcarbazepine as Metabolite, Vitreous	\$	250.00
40520	Oxycodone, Blood	\$	150.00
40520FL	Oxycodone, Fluid	\$	250.00
40520T	Oxycodone, Tissue	\$	260.00
40520V	Oxycodone, Vitreous	\$	250.00
40530	Oxymorphone, Blood	\$	150.00
40530FL	Oxymorphone, Fluid	\$	250.00
40530T	Oxymorphone, Tissue	\$	260.00
40530V	Oxymorphone, Vitreous	\$	250.00
43330	Papaverine, Blood	\$	386.00
41650	Paroxetine, Blood	\$	150.00
41650FL	Paroxetine, Fluid	\$	250.00
41650T	Paroxetine, Tissue	\$	260.00
41650V	Paroxetine, Vitreous	\$	250.00
40670	Pentazocine, Blood	\$	393.00
44630	Pentobarbital, Blood	\$	150.00
44630FL	Pentobarbital, Fluid	\$	250.00
44630T	Pentobarbital, Tissue	\$	260.00
44630V	Pentobarbital, Vitreous	\$	250.00
42490	Perphenazine, Blood	\$	247.00
41410	Phenacetin, Blood	\$	202.00
40570	Phencyclidine (PCP), Blood	\$	150.00
40570FL	Phencyclidine (PCP), Fluid	\$	250.00

Axis Forensic Toxicology 2024 Price Guide

40570T	Phencyclidine (PCP), Tissue	\$	260.00
40570V	Phencyclidine (PCP), Vitreous	\$	250.00
41160	Phenobarbital, Blood	\$	150.00
41160FL	Phenobarbital, Fluid	\$	250.00
41160T	Phenobarbital, Tissue	\$	260.00
41160V	Phenobarbital, Vitreous	\$	250.00
45080	Phentermine, Blood	\$	220.00
42300	Phenylpropanolamine, Blood	\$	220.00
41210	Phenytoin, Blood	\$	185.00
41210FL	Phenytoin, Fluid	\$	295.00
41210T	Phenytoin, Tissue	\$	305.00
41210U	Phenytoin, Urine	\$	185.00
41210V	Phenytoin, Vitreous	\$	295.00
40310	Piroxicam, Blood	\$	581.00
41300	Pregabalin, Blood	\$	150.00
41300FL	Pregabalin, Fluid	\$	250.00
41300T	Pregabalin, Tissue	\$	260.00
41300V	Pregabalin, Vitreous	\$	250.00
41220	Primidone, Blood	\$	220.00
41220FL	Primidone, Fluid	\$	360.00
41220V	Primidone, Vitreous	\$	360.00
42310	Promethazine, Blood	\$	150.00
42310FL	Promethazine, Fluid	\$	250.00
42310T	Promethazine, Tissue	\$	260.00
42310U	Promethazine, Urine	\$	150.00
42310V	Promethazine, Vitreous	\$	250.00
43230	Propafenone, Blood	\$	275.00
42150	Propofol, Blood	\$	305.00
40540	Propoxyphene, Blood	\$	252.00
43240	Propranolol, Blood	\$	150.00
43240FL	Propranolol, Fluid	\$	250.00
43240T	Propranolol, Tissue	\$	260.00
43240V	Propranolol, Vitreous	\$	250.00
45730	Propylene Glycol, Blood	\$	346.00
41660	Protriptyline, Blood	\$	248.00
42320	Pseudoephedrine, Blood	\$	150.00
42320FL	Pseudoephedrine, Fluid	\$	250.00
42320T	Pseudoephedrine, Tissue	\$	260.00
42320U	Pseudoephedrine, Urine	\$	150.00
42320V	Pseudoephedrine, Vitreous	\$	250.00
44240	Psilocybin	\$	514.00
13610	Psychoactive Substances Panel, Blood	\$	340.00
13610U	Psychoactive Substances Panel, Urine	\$	340.00
13610V	Psychoactive Substances Panel, Vitreous	\$	340.00
42500	Quetiapine, Blood	\$	150.00
42500FL	Quetiapine, Fluid	\$	250.00
42500T	Quetiapine, Tissue	\$	260.00
42500V	Quetiapine, Vitreous	\$	250.00
43250	Quinidine, Blood	\$	220.00

Axis Forensic Toxicology 2024 Price Guide

42570	Ramelteon, Blood	\$	220.00
42330	Ranitidine, Blood	\$	220.00
42330FL	Ranitidine, Fluid	\$	360.00
42330T	Ranitidine, Tissue	\$	285.00
42330U	Ranitidine, Urine	\$	220.00
42330V	Ranitidine, Vitreous	\$	360.00
9000	Return Fee	\$	75.00
42510	Risperidone and Metabolite, Blood	\$	235.00
41320	Ropinirole, Blood	\$	302.00
41235	Rufinamide, Blood	\$	265.00
40320	Salicylates, Blood	\$	303.00
40320FL	Salicylates, Fluid	\$	282.00
40320T	Salicylates, Tissue	\$	412.00
40320V	Salicylates, Vitreous	\$	282.00
44640	Secobarbital, Blood	\$	150.00
44640FL	Secobarbital, Fluid	\$	250.00
44640T	Secobarbital, Tissue	\$	260.00
44640V	Secobarbital, Vitreous	\$	250.00
11257	Sertraline and Metabolite, Urine	\$	150.00
41670	Sertraline and Metabolite, Blood	\$	150.00
41670FL	Sertraline and Metabolite, Fluid	\$	250.00
41670T	Sertraline and Metabolite, Tissue	\$	260.00
41670V	Sertraline and Metabolite, Vitreous	\$	250.00
70500	Sexual Assault Panel, Blood	\$	440.00
70055	Sexual Assault Panel, Urine	\$	400.00
44150	Sildenafil, Blood	\$	185.00
45100	Strychnine, Blood	\$	220.00
40190	Sufentanil, Blood	\$	220.00
42130	Synthetic Cannabinoids, Blood	\$	340.00
15880	Tadalafil, Blood	\$	185.00
40160	Tapentadol, Blood	\$	220.00
44650	Temazepam and Metabolite, Blood	\$	150.00
44650FL	Temazepam and Metabolite, Fluid	\$	250.00
44650T	Temazepam and Metabolite, Tissue	\$	260.00
44650V	Temazepam and Metabolite, Vitreous	\$	250.00
42520	Thioridazine, Blood	\$	607.00
43590	Thiosulfate, Serum/Plasma	\$	312.00
40070	Tizanidine, Blood	\$	551.00
41240	Topiramate, Blood	\$	185.00
41240FL	Topiramate, Fluid	\$	295.00
41240T	Topiramate, Tissue	\$	305.00
41240V	Topiramate, Vitreous	\$	295.00
20040	Trace Analysis - Drug Identification	\$	700.00
40680	Tramadol and Metabolite, Blood	\$	150.00
40680FL	Tramadol and Metabolite, Fluid	\$	250.00
40680T	Tramadol and Metabolite, Tissue	\$	260.00
40680V	Tramadol and Metabolite, Vitreous	\$	250.00
41680	Trazodone, Blood	\$	150.00
41680FL	Trazodone, Fluid	\$	250.00

Axis Forensic Toxicology 2024 Price Guide

41680T	Trazodone, Tissue	\$	260.00
41680V	Trazodone, Vitreous	\$	250.00
40920	Triamterene, Blood	\$	786.00
44670	Triazolam, Blood	\$	220.00
44180	Trihexyphenidyl, Blood	\$	220.00
41690	Trimipramine, Blood	\$	150.00
41690FL	Trimipramine, Fluid	\$	250.00
41690T	Trimipramine, Tissue	\$	260.00
41690V	Trimipramine, Vitreous	\$	250.00
41280	Valproic Acid, Blood	\$	220.00
44155	Vardenafil, Blood	\$	185.00
41700	Venlafaxine, Blood	\$	185.00
41700FL	Venlafaxine, Fluid	\$	250.00
41700T	Venlafaxine, Tissue	\$	260.00
41700V	Venlafaxine, Vitreous	\$	250.00
43300	Verapamil, Blood	\$	150.00
43300FL	Verapamil, Fluid	\$	250.00
43300T	Verapamil, Tissue	\$	260.00
43300U	Verapamil, Urine	\$	150.00
43300V	Verapamil, Vitreous	\$	250.00
45650	Volatiles Panel, Blood	\$	115.00
45650FL	Volatiles Panel, Fluid	\$	150.00
45650T	Volatiles Panel, Tissue	\$	160.00
45650V	Volatiles Panel, Vitreous	\$	150.00
17010	Volatiles: Hydrocarbons and Oxygenated	\$	179.00
44190	Warfarin, Blood	\$	150.00
44190FL	Warfarin, Fluid	\$	250.00
44190T	Warfarin, Tissue	\$	260.00
44190V	Warfarin, Vitreous	\$	250.00
44690	Zaleplon, Blood	\$	220.00
42550	Ziprasidone, Blood	\$	217.00
44680	Zolpidem, Blood	\$	185.00
44680FL	Zolpidem, Fluid	\$	295.00
44680T	Zolpidem, Tissue	\$	305.00
44680V	Zolpidem, Vitreous	\$	295.00
41290	Zonisamide, Blood	\$	265.00

FEE SCHEDULE FOR LITIGATION SUPPORT

Please direct questions to the Axis Forensic Toxicology Litigation Support Administrator at litigation@axisfortox.com or via phone at 317-759-4TOX.

Axis accepts check, credit card or ACH payment. Payments may be made on our website or mailed to:

*Axis Forensic Toxicology
Attn: Litigation Support
P.O. Box 681513
Indianapolis, IN 46268-7513*

ITEM 1: FEE SCHEDULE FOR LITIGATION DOCUMENT REQUESTS

Axis Forensic Toxicology requires a subpoena or letter of authorization requesting the tier packet which includes the Axis case number, physical address to send certified documents, and payment in full in order to release the documents.

The requisition form and final report are provided free of charge. Tier packets 2-4 are billed in hourly increments at an hourly rate of \$300. Based on the specifics of the case, we will quote you a price for the requested documents.

TIER 1 - ANALYST LIST FEE: \$100

Services Included

- A list of all analysts who performed each task for each assay in which the specimen was included. This includes all screening assays and confirmation assays resulting in both positive and negative results.

TIER 2 - LITIGATION PACKET FEE: approximately 2-3 hours, maximum \$1200

Services Included

- A list of all analysts who performed each task for each assay in which the specimen was included. This includes all screening assays and confirmation assays resulting in both positive and negative results.
- Copied chain-of-custody for each assay in which the specimen was included. This includes all screening assays and confirmation assays resulting in both positive and negative results.
- Copied raw data for each assay in which the specimen was included. This includes the raw data for the specimen of interest only.

TIER 3 - EXTENDED LITIGATION PACKET FEE: approximately 3-4 hours, maximum \$1500

Services Included

- A list of all analysts who performed each task for each assay in which the specimen was included. This includes all screening assays and confirmation assays resulting in both positive and negative results.
- Copied chain-of-custody for each assay in which the specimen was included. This includes all screening assays and confirmation assays resulting in both positive and negative results.
- Copied raw data for each assay in which the specimen was included. This includes the raw data for the specimen of interest only.
- Copied quality control data for each assay in which the specimen was included. Calibration data is not included unless otherwise specified by the client.

TIER 4 - FULL LITIGATION PACKET FEE: approximately 4-6 hours, maximum \$2100

Services Included

- A list of all analysts who performed each task for each assay in which the specimen was included. This includes all screening assays and confirmation assays resulting in both positive and negative results.
- Copied chain-of-custody for each assay in which the specimen was included. This includes all screening assays and confirmation assays resulting in both positive and negative results.
- Copied raw data for each assay in which the specimen was included. This includes the raw data for the specimen of interest only.
- Copied quality control data for each assay in which the specimen was included. Calibration data is not included unless otherwise specified by the client.
- Copies of all AXIS Forensic Toxicology's Standard Operating Procedures outlining the methods utilized in the extraction, screening, confirmation, and data analysis for the specimen of interest.

ITEM 2: FEE SCHEDULE FOR AXIS TOXICOLOGIST TESTIMONY, DEPOSITION, CONSULTATION, AND EXPERT OPINION SERVICES**

FEE SCHEDULE FOR LITIGATION SUPPORT

SERVICE INCLUDED	FEE
Toxicologist testimony, deposition, or consultation via SKYPE, phone, or in person (per hour charge applies to all applicable travel and wait time)	\$350 per hour/per person**
Travel expenses and all other costs and expenses	Charged at cost/per person
Retainer (payable at time of Engagement Agreement signing)	\$1500
Multi-day Engagement	\$2800 per day (maximum), plus expenses/per person
Cancellation Fee	\$250 per person, plus expenses/per person

***Hourly fees include, but are not limited to, portal to portal, literature research, preparation time for testimony, deposition or affidavit. Expenses include, but are not limited to meals, transportation, hotel, car rental, etc. Once the retainer fee is received, research will begin for the case. All travel-related reservations will be finalized no earlier than seven (7) business days prior to the court date. If the court date is cancelled or postponed, or personnel are no longer needed after travel arrangements are completed, the cancellation fee will be imposed along with all non-refundable expenses and time incurred.*

ITEM 3: FEE SCHEDULE FOR AXIS ANALYST FACT WITNESS

This fee schedule is applicable only to the laboratory analyst testimony services in criminal proceedings for testing performed by Axis when an Axis analyst receives a subpoena to testify regarding the chain of custody, testing methodology, and validity of the Axis test results ("Fact Witness Fee Schedule"). This does not include any opinions or interpretation.

This fee schedule does not include Axis toxicologist testimony. Axis toxicology services and fees can be found under Item 2: FEE SCHEDULE FOR AXIS TOXICOLOGIST TESTIMONY, DEPOSITION, CONSULTATION, AND EXPERT OPINION SERVICES

SERVICE INCLUDED	FEE
Laboratory analyst deposition and/or trial testimony services (including preparation time) regarding the test procedure and results originally performed by Axis	\$50 per hour/per person
Travel expenses and all other costs and expenses	Charged at cost/per person



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: 1517260

Doc Description: POSTMORTEM TOXICOLOGY TESTING

Reason for Modification:
ADDENDUM 2
TO PROVIDE ANSWERS TO
VENDOR QUESTIONS

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2024-10-18	2024-10-30 13:30	CRFQ 0506 CME2500000002	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

Vendor
Signature X

FEIN#

DATE

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

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH, OFFICE OF THE CHIEF MEDICAL EXAMINER, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR POSTMORTEM TOXICOLOGY TESTING 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
BUREAU FOR PUBLIC
HEALTH OFFICE CHIEF
MEDICAL EXAMINER
619 VIRGINIA ST WEST
CHARLESTON WV
US

HEALTH AND HUMAN
RESOURCES
BUREAU FOR PUBLIC
HEALTH OFFICE CHIEF
MEDICAL EXAMINER
619 VIRGINIA ST W
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Toxicology test kits or supplies				

Comm Code	Manufacturer	Specification	Model #
41116146			

Extended Description:

PRICING TO BE INCLUDED ON ATTACHED EXHIBIT A PRICING PAGE

INVOICE TO**SHIP TO**

HEALTH AND HUMAN
RESOURCES
BUREAU FOR PUBLIC
HEALTH OFFICE CHIEF
MEDICAL EXAMINER
619 VIRGINIA ST WEST
CHARLESTON WV
US

HEALTH AND HUMAN
RESOURCES
BUREAU FOR PUBLIC
HEALTH OFFICE CHIEF
MEDICAL EXAMINER
619 VIRGINIA ST W
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Expert Witness Testimony				

Comm Code	Manufacturer	Specification	Model #
80121903			

Extended Description:

PRICING TO BE INCLUDED ON ATTACHED EXHIBIT A PRICING PAGE

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	VENDOR QUESTION DEADLINE	2024-10-03

SOLICITATION NUMBER: CRFQ CME2500000002
Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ CME2500000002 ("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-

Additional Documentation: This addendum is to answer vendor questions. Attaching Exhibit A Testing Description to the solicitation. No other changes.

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 the addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Question 1: May we have a copy of the current contract for toxicology testing?

Answer 1: 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 2: May we have a redacted copy of a current invoice?

Answer 2: See Question 1

Question 3: May we have a redacted copy of a submitted requisition form?

Answer 3: See Question 1

Question 4: May we have a redacted copy of a final report?

Answer 4: See Question 1

Question 5: How many toxicology case submissions did the agency make in each of the last 3 years?

Answer 5: Approximately 4000 samples tested per quarter.

Question 6: When does the current contract expire?

Answer 6: December 27, 2024

Question 7: When do you expect to announce the award?

Answer 7: Announcement of the award will be made when the contract is finalized and encumbered.

Question 8: When do you expect the new contract to begin?

Answer 8: The agency plans to have the new contract begin by December 28, 2024 or as soon as possible after certification and award of the contract, whichever comes latest.

Question 9: What specimens do you submit in a typical case?

Answer 9: Blood, vitreous, tissue

Question 10: What specimens do you typically test?

Answer 10: Blood, vitreous, tissue

Question 11: How frequently do you test multiple specimens per case?

Answer 11: Multiple specimens are tested on most cases

Question 12: How often does the agency require testing for other samples such as papers, clothing, etc. (3.2.7)?

Answer 12: Almost never. We do not typically request testing for non-human materials or matrices as a part of the post-mortem forensic toxicology contract as this is a crime laboratory function.

Question 13: Will the vendor's scope of compounds within their offering be considered in the scoring system?

Answer 13: No

Question 14: Will vendors with more extensive specialty panels be considered in the scoring system?

Answer 14: No

Question 15: Testing sensitivities and limit of detection are highly important when accessing cause and manner of death. Will vendors' testing sensitivity be considered in the scoring system?

Answer 15: No

Question 16: Will the selected vendor have the ability to apply price increases at mutually agreed terms during the renewal period (if applicable)?

Answer 16: Refer to Specifications 5.2 Catalog Modification

Question 17: Will the agency allow weekly invoicing vs. monthly statements?

Answer 17: Yes

Question 18: 3.2.1 Define surveillance library. Would the expectation be that the library be a defined list that is shared with the agency as part of a product scope or would the scope only be known by the laboratory until something is detected? Is this R&D or Production?

Answer 18: For the purposes of this RFQ, the surveillance library is defined as the list of the catalog, testing, assays, panels, etc. that the laboratory offers which includes the drugs/compounds/analytes/substances that the panel/test/assay screens for and the matrix (blood, urine, vitreous, tissue) that can be utilized as a sample for testing with that particular test/assay/panel. The expectation is that the library be a defined list that is shared with the agency, allowing the agency to select from the library/menu to order a specific product(s) based upon the order(s) created by the physician assigned to the particular case associated with the sample. The library is based upon current production, not R&D, with the expectation that the library can be expanded as testing services are validated and move from the R&D phase to the Production phase.

Question 19: 3.2.5 How would a laboratory PROVE its capacity without disclosing confidential and proprietary information regarding its clients, methods, etc.? What is the relevance of the desired capacity level relative to the agency's stated volume requirements? Would it be sufficient to state that "yes, we are able to meet the demands of the scope of this contract in full"? What's an "exhibit" in the context of this question?

Answer 19: Information about the laboratory's current monthly testing workload would be sufficient.

Question 20: 3.2.7 How would one document the capability requested?

Answer 20: Number of samples analyzed per month and average turn-around time

Question 21: 3.2.9 An accredited laboratory typically has hundreds of SOPs that are surveyed as part of its regulatory accreditation process. Does the agency expect the laboratory to provide copies of all SOPs as part of its submission? If so, why is that necessary, given the accreditation requirement and process?

Answer 21: Do not have to submit with bid.

Question 22: 3.2.11 What is a vast number? Where is the Testing Description attachment?

Answer 22: A vast number would be considered the testing on the list at minimum subject to additional tests as future availability allows. The Testing Description is included as an Attachment to this Addendum.

Question 23: General Terms and Conditions, page 19 #36 Indemnification: This clause does not contain any wording on \$ amount limitation. Can the total indemnification amount be limited to the total value of the contract?

Answer 23: No. Per #45 of the T&C, changes to indemnification would be considered void per WV Code 5A-3-62.

Question 24: Contract Term; Renewal; Extension. For the specified renewal options available under this contract, will the vendor be permitted to submit a request for price adjustments to include an updated annual Fee Schedule with discounted pricing?

Answer 24: Refer to Specifications 5.2 Catalog Modification

Question 25: Exhibit A Pricing Page: Comprehensive Panel. Could you please provide a list of the compounds that are included in the scope of the specified Comprehensive panel?

Answer 25: The comprehensive panel should contain all of the compounds listed for each sample matrix type (blood, urine, vitreous, tissue, etc). The state expects to see the entire vendor's catalog of testing for each sample matrix type. The catalog should include, at minimum, the compounds listed on the Testing Description attachment.

Question 26: Additionally, does the panel include confirmation testing for any detected compounds?

Answer 26: Yes, screening positive results are expected to reflex to confirmation testing for each case. Most of our cases require confirmation testing.

Question 27: Are there any compounds included in the Comprehensive panel that would require confirmation testing for an additional fee if positively identified during the screening analysis?

- **Answer 27:** Yes, screening positive results are expected to reflex to confirmation testing for each case. Most of our cases require confirmation testing. Pricing information should be sufficient to allow evaluation of total cost of testing.

THE BELOW TESTING ITEMS ARE AN EXAMPLE AND NOT CONSIDERED ALL INCLUSIVE

TESTING DESCRIPTION

Alcohol Panel, Blood
Alcohol Panel, Fluid
Alcohol Panel, Serum/Plasma
Alcohol Panel, Tissue
Alcohol Panel, Urine
Ethanol Re-Check - Postmortem, Blood (Forensic)
Ethanol Re-Check - Postmortem, Urine (Forensic)
Amlodipine, Blood
Amphetamines (D/L Differentiation), Blood
Amphetamines (D/L Differentiation), Urine
Anticoagulant Poisoning Panel (Qualitative), Blood
Betahydroxybutyric Acid, Blood
Betahydroxybutyric Acid, Fluid
Bromazepam, Blood
Bupivacaine, Blood
Caffeine, Blood
Carboxy-, Met- and Sulf-Hemoglobin, Blood
Carbon Monoxide Profile, Blood
Carbon Monoxide - Iron Ratio Profile, Blood
Carbon Monoxide - Iron Ratio Profile, Tissue
Clonazepam & 8-Aminoclonazepam, Blood
Cocaine and Metabolites, Blood
Cocaine and Metabolites, Serum/Plasma
Cresols, Blood
Delta-8 Cannabinoids Panel (DUID/DRE), Blood (Forensic)
Delta-8 Cannabinoids Panel, Blood
Delta-8 and Delta-9 Cannabinoids Panel, Blood
Desalkylgidazepam, Blood
Tetrafluoroethane and Difluoroethane Panel, Blood
Tetrafluoroethane and Difluoroethane Panel, Urine
Drugs of Abuse Screen (at least 10 common analytes), Fluid
Drug Screen - Expanded, Blood
Electrolytes and Glucose Panel (Vitreous), Fluid (Forensic)
Ethylene Glycol Overexposure Profile, Blood
Ethylene Glycol, Blood
Ethylene Glycol, Tissue
Fentanyl and Metabolite, Blood
Fentanyl and Metabolite, Fluid
Fentanyl and Metabolite, Serum/Plasma
Formic Acid, Blood
Gabapentin, Fluid
Gabapentin, Serum/Plasma
Comprehensive Volatiles Panel, Blood
Ketone Panel, Fluid

Labetalol, Blood
Metals/Metalloids Panel 1, Blood
Metals/Metalloids Panel 1, Hair
Metals/Metalloids Panel 1, Nails
Metals/Metalloids Panel 1, Urine
Metals/Metalloids Acute Poisoning Panel, Hair
Metals/Metalloids Acute Poisoning Panel, Tissue
Methamphetamine and Metabolite, Serum/Plasma
Metoprolol, Blood
Metoprolol, Serum/Plasma
Nitazenes Panel, Blood
Nitrous Oxide, Blood
N,N-Dimethylpentylone & Pentylone, Blood
Paroxetine, Blood
Propranolol, Blood
Ropivacaine, Blood
Tianeptine, Blood
Tizanidine, Blood
Acetaminophen Confirmation, Blood
Acetaminophen Confirmation, Urine
Salicylate Confirmation, Blood
Salicylate Confirmation, Tissue
Amphetamines Confirmation, Blood
Amphetamines Confirmation, Fluid
Amphetamines Confirmation, Serum/Plasma
Amphetamines Confirmation, Tissue
Barbiturates Confirmation, Blood
Barbiturates Confirmation, Urine
Benzodiazepines Confirmation, Blood
Benzodiazepines Confirmation, Fluid
Benzodiazepines Confirmation, Serum/Plasma
Benzodiazepines Confirmation, Tissue
Benzodiazepines Confirmation, Urine
Cannabinoids Confirmation, Blood
Cannabinoids Confirmation, Fluid
Cannabinoids Confirmation, Serum/Plasma
Cannabinoids Confirmation (Qualitative), Tissue
Cannabinoids Confirmation, Urine
Cocaine and Metabolites Confirmation, Blood
Cocaine and Metabolites Confirmation, Fluid
Cocaine and Metabolites Confirmation, Tissue
Cocaine and Metabolites Confirmation, Urine
Methadone and Metabolite Confirmation, Blood
Methadone and Metabolite Confirmation, Fluid
Methadone and Metabolite Confirmation, Tissue
Methadone and Metabolite Confirmation, Urine

Opiates - Free (Unconjugated) Confirmation, Blood
Opiates - Free (Unconjugated) Confirmation, Fluid
Opiates - Total (Conjugated/Unconjugated) Confirmation, Tissue
Opiates - Free (Unconjugated) Confirmation, Urine
Phencyclidine Confirmation, Blood
Bupropion and Metabolite Confirmation, Blood
Bupropion and Metabolite Confirmation, Tissue
Carbamazepine and Metabolite Confirmation, Blood
Carbamazepine and Metabolite Confirmation, Serum/Plasma
Carisoprodol and Metabolite Confirmation, Blood
Citalopram Confirmation, Blood
Citalopram Confirmation, Fluid
Citalopram Confirmation, Tissue
Clozapine and Metabolite Confirmation, Blood
Clozapine and Metabolite Confirmation, Tissue
Dicyclomine Confirmation, Blood
Dicyclomine Confirmation, Tissue
Donepezil Confirmation, Blood
Duloxetine Confirmation, Blood
Duloxetine Confirmation, Tissue
Flecainide Confirmation, Blood
Flecainide Confirmation, Tissue
Fluvoxamine Confirmation, Blood
Haloperidol Confirmation, Blood
Haloperidol Confirmation, Fluid
Haloperidol Confirmation, Tissue
Hydroxychloroquine Confirmation, Blood
Hydroxychloroquine Confirmation, Tissue
Ketamine and Metabolite Confirmation, Blood
Ketamine and Metabolite Confirmation, Fluid
Lamotrigine Confirmation, Blood
Lamotrigine Confirmation, Tissue
Lamotrigine Confirmation, Urine
Levetiracetam Confirmation, Blood
Levetiracetam Confirmation, Fluid
Levetiracetam Confirmation, Tissue
Levetiracetam Confirmation, Urine
Loratadine and Metabolite Confirmation, Tissue
Meclizine Confirmation, Tissue
Methocarbamol and Guaifenesin Confirmation, Blood
Methylphenidate and Metabolite Confirmation, Blood
Olanzapine Confirmation, Blood
Olanzapine Confirmation, Urine
Oxcarbazepine/Eslicarbazepine Acetate as Metabolite Confirmation, Blood
Oxcarbazepine/Eslicarbazepine Acetate as Metabolite Confirmation, Tissue
Paroxetine Confirmation, Blood

Phenytoin Confirmation, Blood
Primidone and PEMA Confirmation, Blood
Quetiapine Confirmation, Blood
Quetiapine Confirmation, Tissue
Quetiapine Confirmation, Urine
Sertraline and Desmethylsertraline Confirmation, Blood
Sertraline and Desmethylsertraline Confirmation, Tissue
Sertraline Confirmation, Urine
Theophylline Confirmation, Blood
Topiramate Confirmation, Blood
Topiramate Confirmation, Fluid
Topiramate Confirmation, Tissue
Tramadol and Metabolite Confirmation, Blood
Tramadol and Metabolite Confirmation, Tissue
Venlafaxine and Metabolite Confirmation, Blood
Venlafaxine and Metabolite Confirmation, Serum/Plasma
Venlafaxine and Metabolite Confirmation, Tissue
Venlafaxine and Metabolite Confirmation, Urine
Xylazine Confirmation, Blood
Xylazine Confirmation, Serum/Plasma
Xylazine Confirmation, Tissue
Xylazine Confirmation, Urine
Zolpidem Confirmation, Blood
Zolpidem Confirmation, Tissue
Zolpidem Confirmation, Urine
Zonisamide Confirmation, Blood
Alfentanil and Sufentanil Confirmation, Blood
Gabapentin Confirmation, Blood
Gabapentin Confirmation, Serum/Plasma
Gabapentin Confirmation, Tissue
Gabapentin Confirmation, Urine
Buprenorphine and Metabolite - Free (Unconjugated) Confirmation, Blood
Buprenorphine and Metabolite - Free (Unconjugated) Confirmation, Fluid
Buprenorphine and Metabolite - Free (Unconjugated) Confirmation, Serum/Plasma
Buprenorphine and Metabolite - Total (Conjugated/Unconjugated) Confirmation, Tissue
Amitriptyline and Metabolite Confirmation, Blood
Amitriptyline and Metabolite Confirmation, Fluid
Amitriptyline and Metabolite Confirmation, Tissue
Amitriptyline and Metabolite Confirmation, Urine
Cannabinoids Confirmation, Blood
Testosterone / Epitestosterone Ratio Confirmation, Urine
Alcohols and Acetone Confirmation, Blood
Alcohols and Acetone Confirmation, Fluid
Alcohols and Acetone Confirmation, Tissue
Alcohols and Acetone Confirmation, Urine
Chlorpromazine Confirmation, Blood

Doxepin and Metabolite Confirmation, Blood
Doxepin and Metabolite Confirmation, Tissue
Doxylamine Confirmation, Blood
Doxylamine Confirmation, Tissue
Doxylamine Confirmation, Urine
Fluoxetine and Metabolite Confirmation, Blood
Fluoxetine and Metabolite Confirmation, Fluid
Fluoxetine and Metabolite Confirmation, Tissue
Fluoxetine and Metabolite Confirmation, Urine
Trazodone and mCPP Confirmation, Blood
Trazodone and mCPP Confirmation, Tissue
Trazodone and mCPP Confirmation, Urine
Triprolidine Confirmation, Blood
Verapamil Confirmation, Blood
Verapamil Confirmation, Tissue
Mirtazapine Confirmation, Blood
Mirtazapine Confirmation, Fluid
Mirtazapine Confirmation, Tissue
Mirtazapine Confirmation, Urine
Substituted Cathinone Panel Confirmation, Blood
Naproxen Confirmation, Blood
Naproxen Confirmation, Urine
Synthetic Opioids - Free (Unconjugated) Confirmation, Blood
Synthetic Opioids - Free (Unconjugated) Confirmation, Serum/Plasma
Synthetic Opioids - Total (Conjugated/Unconjugated) Confirmation, Urine
Aripiprazole Confirmation, Blood
Lacosamide Confirmation, Blood
Memantine Confirmation, Blood
Perphenazine Confirmation, Blood
Tadalafil Confirmation, Blood
Ziprasidone Confirmation, Blood
Methcathinone Confirmation (Qualitative), Blood
Psilocin Confirmation (Qualitative), Blood
Clonidine Confirmation, Blood
Risperidone and Metabolite Confirmation, Blood
Risperidone and Metabolite Confirmation, Urine
Sildenafil and Metabolite Confirmation, Blood
Chlorpheniramine Confirmation, Blood
Chlorpheniramine Confirmation, Urine
Diphenhydramine Confirmation, Blood
Diphenhydramine Confirmation, Fluid
Diphenhydramine Confirmation, Tissue
Diphenhydramine Confirmation, Urine
Hydroxyzine Confirmation, Blood
Hydroxyzine Confirmation, Fluid
Hydroxyzine Confirmation, Tissue

Hydroxyzine Confirmation, Urine
Benzotropine Confirmation, Blood
Buspirone Confirmation, Blood
Cyclobenzaprine Confirmation, Blood
Cyclobenzaprine Confirmation, Tissue
Cyclobenzaprine Confirmation, Urine
Diltiazem Confirmation, Blood
Diltiazem Confirmation, Tissue
Diltiazem Confirmation, Urine
D/L Methorphan, Dextrophan & Levorphanol Confirmation, Blood
D/L Methorphan, Dextrophan & Levorphanol Confirmation, Fluid
D/L Methorphan, Dextrophan & Levorphanol Confirmation, Tissue
Promethazine Confirmation, Blood
Promethazine Confirmation, Tissue
Fluphenazine Confirmation, Blood
Prochlorperazine Confirmation, Blood
D/L Methorphan, Dextrophan & Levorphanol Confirmation - Total, Urine
Citalopram Confirmation, Blood
Citalopram Confirmation, Urine
Amphetamines Confirmation, Blood
Amphetamines Confirmation, Fluid
Amphetamines Confirmation, Serum/Plasma
Amphetamines Confirmation, Tissue
Amphetamines Confirmation, Urine
Fentanyl and Acetyl Fentanyl Confirmation, Blood
Fentanyl and Acetyl Fentanyl Confirmation, Fluid
Fentanyl and Acetyl Fentanyl Confirmation, Tissue
Fentanyl and Acetyl Fentanyl Confirmation, Urine
Fentanyl and 4-ANPP Confirmation, Blood
Fentanyl and 4-ANPP Confirmation, Serum/Plasma
Designer Opioids Confirmation, Blood
Mitragnine Confirmation, Blood
Designer Benzodiazepines Confirmation (Qualitative), Urine
Mitragnine Confirmation, Blood
Loperamide and Metabolite Confirmation, Blood
Naltrexone and Metabolite - Free (Unconjugated) Confirmation, Blood
Designer Benzodiazepines Confirmation 1, Blood
Warfarin Confirmation, Blood
Designer Opioids Confirmation, Blood
Designer Opioids Confirmation (Qualitative), Urine
Acetaminophen Confirmation, Blood (Forensic)
Tizanidine Confirmation, Blood (Forensic)
Designer Benzodiazepines Confirmation 1, Blood
Carbon Monoxide Quantitation/Confirmation, Blood
Carbon Monoxide Confirmation, Blood
Special Request - Investigation

Special Request - Investigation
Special Request - Investigation
Special Request - LC5
Postmortem, Basic, Blood (Forensic)
Postmortem, Basic, Fluid (Forensic)
Postmortem, Basic, Serum/Plasma (Forensic)
Postmortem, Basic, Tissue (Forensic)
Postmortem, Expanded, Blood (Forensic)
Postmortem, Expanded, Fluid (Forensic)
Postmortem, Expanded, Serum/Plasma (Forensic)
Postmortem, Expanded, Tissue (Forensic)
Postmortem, Expanded, Urine (Forensic)
Comprehensive Toxicology Panel, Blood (Forensic)
Postmortem, Basic w/o Alcohol, Blood (Forensic)
Postmortem, Expanded w/o Alcohol, Blood (Forensic)
Postmortem, Expanded w/o Alcohol, Fluid (Forensic)
Postmortem, Expanded w/o Alcohol, Tissue (Forensic)
Postmortem, Expanded w/o Alcohol, Urine (Forensic)
Postmortem, Prescription Drugs Screen, Blood (Forensic)
Drug Screen (GC/MS), Blood
Postmortem Designer Opioids Add-On, Blood (Forensic)
Amphetamines Panel, Blood
Amphetamines Panel, Fluid
Amphetamines Panel, Serum/Plasma
Amphetamines Panel, Tissue
Amphetamines Panel, Urine
Opiates - Free (Unconjugated), Fluid
Opiates - Free (Unconjugated), Urine
6-Monoacetylmorphine - Free (Unconjugated), Fluid
Opiates - Total (Conjugated/Unconjugated), Fluid
Opiates - Free and Total, Urine
Novel Psychoactive Substances (NPS) Screen 1, Blood
Alcohol Screen, Blood (Forensic)
Anabolic Steroids Screen, Urine
Benzodiazepines Panel, Blood
Testing for Future Tests that are currently not available

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: Heather White

Printed Name: Heather White

Title: Procurement Specialist, Senior

Date: 12/19/2024

Vendor Name:

Denise Purdie
By: Andrews

Digitally signed by Denise Purdie Andrews
DN: cn=Denise Purdie Andrews, o=Axis Forensic
Toxicology, inc., ou,
email=dpandrews@axisfortox.com, c=US
Date: 2024.12.19 10:17:20 -05'00'

Printed Name: Denise Purdie Andrews

Title: COO

Date: 12/19/2024

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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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