



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

Solicitation

NUMBER
8314C0052

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
CRYSTAL RINK
304-558-2306

*818114521 304-529-4453

VENDOR

Health Research Systems, Inc.
 P.O. Box 524
 Huntington, WV 25710

SHIP TO

ORIGINAL

DATE PRINTED
02/12/2014

BID OPENING DATE: 03/12/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR		956-60		
DRUG AND ALCOHOL TESTING REQUEST FOR QUOTATION (OPEN-END CONTRACT) THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN-END CONTRACT TO PROVIDE THE AGENCY WITH DRUG AND ALCOHOL TESTING SERVICES PER THE ATTACHED SPECIFICATIONS. ***** THIS IS THE END OF RFQ 8314C0052 ***** TOTAL:						
03/12/14 11:10:18AM West Virginia Purchasing Division						

SIGNATURE <i>Kenneth W. Schneider</i>	TELEPHONE 304-529-4453	DATE 3/11/2014
TITLE OPERATIONS MGR.	FEIN 55-0703755	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID WUOOT - DOT HUMAN RESOURCES
 BUYER: CRYSTAL RINK PURCHASING #33
 SOLICITATION NO.: 8314C0052
 BID OPENING DATE: 3/12/2014
 BID OPENING TIME: 1:30 PM EST
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

- 7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: March 12, 2014 at 1:30 PM EST

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

- 8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

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: This Contract becomes effective on award

and extends for a period of 1 year(s).

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 must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to 2 successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

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

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance:
\$1,000,000.00 or more.

Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount
n/a for n/a

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.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

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

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

16. 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.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

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

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. 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.
- 31. 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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. 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.
- 33. 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.
- 34. 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. 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.
- 36. 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.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. 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.

- 46. 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

to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

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.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. 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
- b. 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.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety, understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

HEALTH RESEARCH SYSTEMS, INC
(Company)

Kenneth W. Schneider KENNETH W. SCHNEIDER
(Authorized Signature)

KENNETH W SCHNEIDER, OPERATIONS MANAGER
(Representative Name, Title)

304-521-2562 304-529-4459
(Phone Number) (Fax Number)

3/11/2014
(Date)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation (WVDOT) to establish an open-end contract for drug and alcohol testing services. These services include, but are not limited to, random, pre-employment, reasonable suspicion/cause, post accident/incident, return-to-duty/follow-up and any other drug and /or alcohol testing service deemed necessary by the WVDOT.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section III, Subsection 1 below.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
 - 2.3 **“Testing Locations”** means the locations on-site testing will be performed attached hereto as Exhibit B.
 - 2.4 **“Title 49 CFR Part 40”** is the United States Department of Transportation Workplace Drug and Alcohol Testing Program Policy attached hereto as Exhibit C.
 - 2.5 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as 83-13-C052.
 - 2.6 **“Medical Review Officer (MRO)”** A person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer’s drug testing program and evaluating medical explanations for certain drug test results.
 - 2.7 **“SAMHSA”** Substance Abuse and Mental Health Services Administration

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

- 3.1.1.6 The vendor will not charge WVDOT for handling of rejected specimens or those otherwise unfit for testing.
- 3.1.1.7 The vendor must include the cost of qualified Medical Review Officer (MRO) in their per test cost. Due to the size of the West Virginia Department of Transportation, the MRO must be a full-time MRO.
- 3.1.1.8 The vendor shall provide mobile testing and testing services, from 7:00 a.m. until 5:00 p.m. After hours services (including Saturdays and Sunday collections, if necessary) shall be required in emergency situations.
- 3.1.1.9 All scheduling of pre-employment and follow-up testing must be handled promptly by the vendor. All tests must be completed within two business days. Clinic scheduling will be necessary.
- 3.1.1.10 If necessary, the vendor shall provide for the collection of blood specimens.
- 3.1.1.11 The vendor shall provide for the submission of blind samples as required by federal regulation.
- 3.1.1.12 The vendor shall provide computer software or a secured internet-based result reporting and random pool maintenance module at no cost to the WVDOT for tracking, management and record maintenance of the WVDOT program. The software or internet-based result reporting utilized must contain all necessary components to permit the Medical Review Officer's report to be submitted and contained in the database. The vendor must provide the WVDOT with inquiry access to the software or internet-based result reporting from a WVDOT personal computer located in the offices of the WVDOT Human Resourced Division.
 - 3.1.1.12.1 The vendor may be required to demonstrate in person at no cost to the WVDOT all functions relative to program tracking, management and record maintenance in the WVDOT Human Resources Division. The WVDOT reserves the right to determine

- 3.1.1.19** The vendor must carry commercial general liability insurance at a minimum of \$1,000,000. The successful vendor must provide the certificated of insurance at the time of award.
- 3.1.1.20** The vendor must provide as an attachment to the bid information relating to its experience and reliability in regard to drug and alcohol testing programs with other firms having at least 1500 covered employees. This would include the size and type of program (e.g., regulated versus non-regulated). Vendors must provide a listing of references and clients who may have knowledge of the vendor's ability, reliability and experience. A minimum of five (5) organizational references, including all contracts with at least 1500 covered employees listing telephone numbers, length of contracts, number of tests conducted annually, and a brief narrative of services provided, is required.
- 3.1.1.22** With approval of the Purchasing Division, the WVDOT reserves the right to reject any and/or all bids and to select the bid that is low bid meeting all terms and conditions of this Request for Quotation. A vendor shall be disqualified if all requirements are not met at the time of evaluation.

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** All per test costs are to be based upon an all-inclusive collection as seen through the entire process of analysis, culminating with the certification of results and proper reporting of such results to the Human Resources Division or the appropriate Agency Program Manager. Alcohol and drug screening requires separate pricing. Regular hours testing (Monday-Friday, 7:00 a.m. -5:00 p.m.) and after hours testing (Saturday and Sunday, weekdays 5:01 p.m. -6:59 a.m.) requires separate pricing. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

REQUEST FOR QUOTATION
83-14-C0052 Drug and Alcohol Testing Services

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ORIGINAL

Contract Manager: KEN SCHWEIDER
Telephone Number: 304-521-2562
Fax Number: 304-529-4459
Email Address: KSCHWEIDER@HEALTHRESEARCHSYSTEMS.COM

ORIGINAL**Pricing Pages**

All per test costs are to be based upon an all-inclusive collection as seen through the entire process of analysis, culminating with the certification of results and proper reporting of such results to the Human Resources Division or the appropriate Agency Program Manager. Alcohol and drug-screening requires separate pricing. Regular testing hours (Monday-Friday, 7:00 a.m.-5:00 p.m.) and after hours testing (Saturday & Sunday, 5:01 p.m. – 6:59 a.m.) requires separate pricing.

The West Virginia Department of Transportation requests your bid based on the following estimated quantities:

	Usage	Total Cost of Each Test	Extension
1. Drug Screening	<u>2000</u>	<u>\$30.25</u>	<u>\$60,500.00</u>
After hours	<u>30</u>	<u>\$30.25</u>	<u>\$ 907.50</u>
2. Alcohol Testing	<u>700</u>	<u>\$ 8.00</u>	<u>\$ 5,600.00</u>
After hours	<u>20</u>	<u>\$ 8.00</u>	<u>\$ 160.00</u>
3. Expert Witness Testimony			
Collector Testimony	<u>10</u>	<u>no charge</u>	<u>\$0.00</u>
Deposition	<u>10</u>	<u>no charge</u>	<u>\$0.00</u>
Expert Witness Testimony	<u>10</u>	<u>no charge</u>	<u>\$0.00</u>
4. Laboratory Litigation Packages	<u>2</u>	<u>no charge</u>	<u>\$0.00</u>
5. Clinics (total cost, charge For clinic + cost of test)	<u>300</u>	<u>\$42.25</u>	<u>\$12,675.00</u>
6. Blind Specimens	<u>54</u>	<u>no charge</u>	<u>\$0.00</u>
7. No-Show Charges	<u>30</u>	<u>no charge</u>	<u>\$0.00</u>
8. Emergency Service Rates	<u>12</u>	<u>no charge</u>	<u>\$0.00</u>
		Total:	<u>\$79,842.00</u>

Include the name of the software or internet-based result reporting: CIS Assistant Pro

The vendor shall be required to perform all of the services named above. Failure to provide the services and bid prices shall result in disqualification of the bid.

Exhibit B

TESTING LOCATIONS**District One -1334 Smith Street, Charleston, WV 25301 (304) 558-3001**

<u>Organization</u>	<u>County</u>	<u>Location</u>	<u>Telephone</u>
0127	Mason	Point Pleasant, WV	(304) 675-0853
0140	Putnam	Red House, WV	(304) 586-2381
0120	Kanawha	Elkview, WV	(304) 965-2860
		N. Charleston 2800 W. Washington St.	(304) 744-3050
		Chelyan, WV	(304) 295-2982
		St. Albans, WV	(304) 722-0600
0108	Clay	Clay, WV	(304) 587-4241
0103	Boone	Danville, WV	(304) 369-7808

District Two – 801 Madison Avenue, Huntington, WV 25712 (304) 528-5625

<u>Organization</u>	<u>County</u>	<u>Location</u>	<u>Telephone</u>
0206	Cabell	Barboursville, WV	(304) 736-3111
0250	Wayne	Wayne, WV	(304) 528-5681
0222	Lincoln	West Hamlin, WV	(304) 824-3434
0223	Logan	Wilkinson, WV	(304) 792-7035
0230	Mingo	Williamson, WV	(304) 235-6003

District Three – 624 Depot Street, Parkersburg, WV 26101 (304) 420-4595

<u>Organization</u>	<u>County</u>	<u>Location</u>	<u>Telephone</u>
0337	Pleasants	Belmont, WV	(304) 665-2466
0354	Wood	Parkersburg, WV	(304) 420-4535
0343	Ritchie	Harrisville, WV	(304) 869-3331
0353	Wirt	Elizabeth, WV	(304) 275-4211
0307	Calhoun	Millstone, WV	(304) 354-9227
0318	Jackson	Ripley, WV	(304) 372-7857
0344	Roane	Spencer, WV	(304) 927-0962

District Four – Meadowbrook Road, Clarksburg, WV 26302 (304) 842-1500

<u>Organization</u>	<u>County</u>	<u>Location</u>	<u>Telephone</u>
0431	Monongalia	Morgantown, WV	(304) 285-3207
0439	Preston	Albright, WV	(304) 329-0192
0425	Marion	Fairmont, WV	(304) 367-2730
0417	Harrison	Clarksburg, WV	(304) 627-2140
0446	Taylor	Grafton, WV	(304) 265-6110
0409	Doddridge	West Union, WV	(304) 873-2771

District Five – US 50, Burlington, WV 26710 (304) 289-3521

<u>Organization</u>	<u>County</u>	<u>Location</u>	<u>Telephone</u>
0533	Morgan	Berkeley Springs, WV	(304) 258-2578
0502	Berkeley	Martinsburg, WV	(304) 267-0060
0519	Jefferson	Kearneysville, WV	(304) 725-5821
0529	Mineral	New Creek, WV	(304) 788-1221
0514	Hampshire	Romney, WV	(304) 822-4167
0512	Grant	Petersburg, WV	(304) 257-4455
0516	Hardy	Moorefield, WV	(304) 434-2525

District Six – 1 DOT Drive, Moundsville, WV 26041 (304) 843-4000

<u>Organization</u>	<u>County</u>	<u>Location</u>	<u>Telephone</u>
0615	Hancock	New Cumberland, WV	(304) 238-1200
0605	Brooke	Wellsburg, WV	(304) 238-1199
0635	Ohio	Triadelphia, WV	(304) 238-1201
0626	Marshall	Glen Dale, WV	(304) 843-4055
0652	Wetzel	New Martinsville, WV	(304) 843-4058
0648	Tyler	Sistersville, WV	(304) 843-4057

District Seven – 255 Depot Street, Weston, WV 26452 (304) 269-0400

<u>Organization</u>	<u>County</u>	<u>Location</u>	<u>Telephone</u>
0701	Barbour	Philippi, WV	(304) 457-1597
0721	Lewis	Weston, WV	(304) 269-0470
0749	Upshur	Buckhannon, WV	(304) 473-4225
0711	Gilmer	Glenville, WV	(304) 462-7325
0704	Braxton	Gassaway, WV	(304) 364-5238
0751	Webster	Webster Springs, WV	(304) 847-2114

District Eight – US Route 219 North, Elkins, WV 26241 (304) 637-0220

<u>Organization</u>	<u>County</u>	<u>Location</u>	<u>Telephone</u>
0847	Tucker	Parsons, WV	(304) 478-2304
0842	Randolph	Elkins, WV	(304) 637-0210
0836	Pendleton	Franklin, WV	(304) 358-2702
0838	Pocahontas	Marlinton, WV	(304) 799-4867

District Nine – 103 ½ Church Street, Lewisburg, WV 24901 (304) 647-7450

<u>Organization</u>	<u>County</u>	<u>Location</u>	<u>Telephone</u>
0934	Nicholas	Summersville, WV	(304) 872-0811
0910	Fayette	Oak Hill, WV	(304) 256-6940
0913	Greenbrier	Lewisburg, WV	(304) 647-7465
0945	Summers	Hinton, WV	(304) 466-2802
0932	Monroe	Union, WV	(304) 772-3037

District Ten – 270 Hardwood Lane, Princeton, WV 24740 (304) 487-5228

<u>Organization</u>	<u>County</u>	<u>Location</u>	<u>Telephone</u>
1041	Raleigh	Beckley, WV	(304) 256-6746
1055	Wyoming	Pineville, WV	(304) 732-7031
1028	Mercer	Princeton, WV	(304) 487-5281
1024	McDowell	Welch (Havaco), WV	(304) 436-8411

ADDITIONAL LOCATIONS

**West Virginia State Rail Authority
120 Water Plant Drive
Moorefield, WV 26836
(304) 538-2305**

**Potomac Eagle Excursion
Wappocomo Station
Route 28 North
Romney, WV 26757
(304) 422-6069**

**West Virginia Parkways Authority
3310 Piedmont Road
Charleston, WV 25325
(304) 926-1900**

**WV Division of Highways Equipment Division
Buckhannon, WV 26201
(304) 472-1750**

**WV Division of Highways
Materials Control, Soils & Testing Division
190 Dry Branch Road
Charleston, WV 25306
(304) 558-3770**

ORIGINAL

Health Research Systems, Inc.

Technical Response to RFQ #: 8314C0052

Drug and Alcohol Testing Services

West Virginia

Department of Transportation

Division of Highways

Human Resources Division

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INTRODUCTION

Health Research Systems, Inc. (HRS) is pleased to submit this proposal to the West Virginia Department of Transportation / Division of Highways, Human Resources Division (hereinafter referred to as WVDOH) for **RFQ# 83-14-C0052** Drug and Alcohol Testing Services.

At HRS we are keenly aware of the requirement for WVDOH to have a highly qualified provider that can ensure the delivery of all the required services in a timely and cost-effective manner. At HRS we have in place:

- A corporate structure to support such a program
- Quality personnel to effectively perform all levels of service
- Rigorous training programs to ensure high level performance
- An excellent quality assurance / control program to monitor the work performed
- Software with reporting capabilities to summarize all activity of the testing program at any time
- Internet / Intranet based reporting which enables HRS, the Laboratory and the Medical Review Officer (MRO) to transmit test information efficiently, safely, and securely.

Health Research Systems, Inc. (HRS) is a privately held corporation based in Huntington, WV with offices in Huntington and Charleston, WV and Columbus, Ohio. HRS has expert personnel as well as the experience necessary to coordinate a program as intricate as that of WVDOH.

Mr. Michael Day, President and CEO of HRS has twenty three (23) years experience coordinating specimen collection services for occupational health testing. He is able to provide expert testimony on program administration that stands behind the specimens collected by HRS personnel. Mr. Day works to stay current on Federal Regulations relevant to the drug free workplace in order to provide collectors with the most up-to-date training possible, as well as keep our clients informed of any pertinent changes. Mr. Day is also a Certified Breath Alcohol Technician trainer for the Alco-Sensor IV evidential breath testing device (EBT) as well as a Factory Authorized Calibration Technician and is able to provide expert testimony in this field as well.

Mr. Ken Schneider is HRS's current operations manager with 23 years experience in the health services industry. Mr. Schneider is recognized by DATIA as a Drug and Alcohol Testing Program Administrator as well as a Collections Services Technician and Breath Alcohol Technician Trainer. HRS's professional staff currently oversees the operation of over 100 programs of this nature with approximately 12,000 covered employees involved in these programs.

SCOPE OF WORK – Technical Specifications

HRS, along with ClearStar Logistics MRO services, MEDTOX Laboratories, utilizing Compliance Information Systems “Assistant PRO” software, offers a total drug and alcohol program management package. This package is designed for companies who have employees regulated by the USDOT. The program also covers those non-regulated employees needing drug testing for random, pre-employment and other drug testing situations as required by WVDOH’s policy.

HRS offers the following capabilities for the administration and management of the drug and alcohol testing program for WVDOH:

- ⇒ Mobile specimen collection service performed on-site in compliance with 49 CFR Part 40 of the federal regulations by certified collectors from HRS.
- ⇒ 24-hour emergency service for Post Accident and Reasonable Suspicion testing.
- ⇒ Specimen testing by SAMHSA certified laboratory for the DOT mandated five drug panel (marijuana “THC”, cocaine, opiates, amphetamines, and phencyclidine “PCP”), with testing available up to 9 panels, using the split sample method of collection, handling and storage.
- ⇒ Laboratory analysis of urine specimen by immunoassay technology for screening purposes and automatic gas chromatography / mass spectrometry (GS/MS) confirmation of any screened positive drug test results.
- ⇒ Specimen adulteration assays performed by the laboratory free of charge.
- ⇒ Medical Review Officer (MRO) services for reviewing and reporting all drug results.
- ⇒ All necessary collection supplies to include overnight transportation of the specimen (according to laboratory specifications) back to the lab for testing.
- ⇒ Breath alcohol testing performed by certified Breath Alcohol Technicians (BATs) using Evidentiary Breath Testing (EBT) devices that meet the DOT/NHTSA requirements, for in-office and mobile (on-site) testing.
- ⇒ Collectors trained to collect blood specimens when required.
- ⇒ Confirmatory testing on all breath alcohol concentrations of 0.02 or greater.
- ⇒ No extra charges for wait time on mobile collection events.
- ⇒ Submission of blind samples to the laboratory for DOT required performance testing.
- ⇒ Unlimited toll-free phone access to expert help.

- ⇒ Expert testimony.
- ⇒ Supervisor training via web based or live presentation.
- ⇒ Internet and Intranet based resulting and administration software which allows the WVDOH to receive results and other information electronically in order to ensure efficiency and confidentiality of their program.

The following sections will detail the specifications and services required by RFQ 8314C0052

Vendor Requirements – Drug and Alcohol Testing Services

Random Selection

The selection of employees for random testing is accomplished by utilizing computer software from Compliance Information Systems entitled Assistant. Assistant is a comprehensive software package available for managing drug and alcohol testing programs. The key element of the Assistant software system is its ability to produce unbiased random selections of personnel subject to drug and alcohol testing. Integral to the defensibility of Assistant's selection methodology is the fact that the software operator can in no way manipulate the selection process.

The selection process is currently tailored to meet the need of the WVDOH by making random selections of geographical groups, such as districts, for ease of testing and administration.

A sufficient number of covered employees for testing during each calendar year are selected to satisfy the annual selection rate determined by the USDOT, FMCSA and WVDOH's policy. Random selections are reasonably spread throughout the calendar year. The method of selection used shall be in compliance with Title 49 CFR Part 40.

The districts selected for random testing will be communicated to the DER of WVDOH and then HRS's Huntington office personnel will work with the coordinator to accomplish the testing within each district.

A more complete description of the software's capability and functionality are described in vendor requirement **3.1.1.12, page 7** and as **Exhibit 1**.

Specimen Collection, Laboratory, and Results Reporting

Breath alcohol testing and urine collection for drug screening requires trained, professional Breath Alcohol Technicians (BATs) and collectors. Lending leadership and support to the BAT/Collectors are corporate management personnel who are fully knowledgeable of Federal requirements and have attained a level of expertise in developing and administering complex programs.

This type of highly qualified support is necessary for programs such as that of the WVDH due to the need for:

- Complete accuracy in testing procedures and documentation.
- Total confidentiality in handling of all relevant data.
- Collectors and breath alcohol technicians with well developed interpersonal skills, capable of displaying sensitivity with client's employees.
- Accurate, detailed reporting of all collection and testing activity.
- Total commitment to excellence by its contracted organizations.

HRS will provide a SAMHSA certified laboratory. The split sample method of collection, handling and storage will be utilized as well as other USDOT collection protocols unless otherwise specified by WVDH. All specimens are initially screened for the presence of the above drug metabolites utilizing immunoassay technology. All positive screens are automatically confirmed using gas chromatography / mass spectrometry (GC/MS) at no additional fees. Split specimen positive screens will be forwarded for testing at a different SAMHSA approved laboratory upon an employee's request. Drug tests will be reported to WVDH according to the specifications detailed in the RFQ.

For laboratory services, HRS is pleased to provide WVDH with the services of MEDTOX Laboratories, located in St. Paul, Minnesota. MEDTOX is certified by SAMHSA and meets Federal regulations. The address for MEDTOX is:

MEDTOX Laboratories, Inc
402 West County Road D
St. Paul, MN 55112
Phone: 800.832.3244
www.medtox.com

A more complete description of the services provided by the laboratory is included under the heading of subcontractors.

Breath Alcohol Testing Procedures and Equipment

HRS has selected the Alco-Sensor IV evidential breath testing device (EBT) manufactured by Intoximeter, Inc. This unit, which is utilized by all HRS offices, has been combined with a laptop computer for data collection and transference and a label printer for printing the required test information. This combination of equipment was selected for several reasons:

Approved by the DOT and is on NHTSA's Conforming Products List (CPL)

Extensive use by law enforcement agencies with a wide acceptance by State courts

Fully automated equipment

Menu driven prompts, providing BAT with step-by-step instructions

Automatic sampling of deep lung breath

Capable of downloading data to a PC or printer

Automatic confirmation of breath alcohol concentrations in excess of 0.02.

Supervisor Required for Mobile Collections

No collection event will be started or conducted without the presence of the organization's site supervisor who is in charge of the testing program for that site.

Adulteration Assays

The laboratory performs any required specimen adulteration assays necessary at no extra charge.

Rejected Specimens

If the client or laboratory reports troubled and/or rejected specimens these reports are sent to the Operations Manager. Upon receipt of this information several measures are taken to correct the error with the collector and to coordinate a second specimen being collected. In addition if troubled specimens can be salvaged by affidavit it is secured as soon as possible and forwarded to the appropriate entity (lab, MRO, client). After the immediate intervention has occurred the collector will be referred for retraining if needed. The rejected specimens will not result in fees to WVD0H.

Medical Review Officer Services

HRS will utilize ClearStar Logistics Medical Review Office to fulfill your Medical Review Officer requirements. The Medical Review Office is fully devoted to Medical Review issues and we are pleased to provide you with their services. The address for ClearStar Logistics is:

ClearStar Medical Review Office
1990 W New Haven Ave, Suite 304
Melbourne, FL 32904
Telephone: 1.321.821.3383
Fax: 1.360.326.1808

A complete description of MRO services being provided are listed under subcontracted vendors.

Service times and 24 hour Emergency Services

HRS uses the client's on-site facilities, i.e. WVDOH garage locations with office and restroom or other suitable facility, to perform these collections. HRS will provide trained and certified BATs and specimen collectors for on-site collections utilizing personnel from HRS's branch offices in Huntington and Charleston, WV, from 7:00a.m. until 5:00p.m. Monday through Friday. After hours services can also be arranged as necessary.

HRS's Huntington branch office is located at 821 Sixth Avenue, Huntington, West Virginia 25701, and the toll-free phone number is 1-800-442-3926. The hours of operation are 8:00 am - 5:00 pm Monday through Friday. The Huntington branch office will be responsible for the day-to-day operations of your program.

Emergency collections for post-accident and for cause testing can be the most difficult aspect of an employer's testing program. Often the employer is faced with a high number of canceled, rejected or troubled specimens, plus they encounter lengthy response times. HRS, however, has the most effective emergency response system in the collection industry. HRS has had procedures in place since 1995 to handle 24-hour emergency calls from a large geographic area. The toll-free number (800-442-3926 extension 6) is established for use by HRS clients. Once emergency calls are received through the 800 number, the Emergency Coordinator at our branch headquarters is notified. He or she then contacts the client to gain logistical information on the type of collection required and the collection location to be serviced. The Emergency Coordinator then contacts appropriate collection services personnel and coordinates all details for the collection.

HRS's Branch office dedicates key employees, who rotate on-call status, to serve as the Emergency Coordinators for this system. They are accessible at all hours and are intimately familiar with the nature of emergency testing and the need for a timely response. HRS emergency services are available 24 hours a day, seven days a week.

Pre-Employment, Follow-up, and Return to Duty Collections

HRS will utilize local medical facilities within the districts of WVDOH to provide these types of collections whenever possible. The use of these facilities will be mutually agreed upon by HRS and WVDOH. If facilities are not available, HRS will provide these collections on a mobile on-site basis.

Blood Specimen Collection

HRS has phlebotomists on staff to provide collections for blood specimens should it be required by the WVDOH. The selected laboratory is also fully equipped to test blood specimens for the presence of alcohol and/or drugs.

Blind Specimens

Blind specimens are prepared from certified drug free specimens, which have also been evaluated for the presence of interfering substances. "Spiked" solutions are submitted as necessary in accordance with testing levels established by the USDOT. The collection and preparation of quality control materials will be accomplished using explicit protocols and procedures, which ensure reliability, consistency and stability of the final product.

The blind specimen program involves:

- The completion of all CCF documents with false identification and Social Security numbers.
- The submission of blind specimens directly to the contract laboratory via the laboratories existing courier or overnight specimen transfer process.
- The submission of reports to the client which verifies the blind specimen test results and DOT compliance.

Program Management and Results Reporting Software

Compliance Information Systems "Assistant" software provides the utmost in drug free workplace and random selection program management. Employers, schools, drug courts, professional sports organizations and federally regulated (DOT) companies utilize Assistant to help manage nearly every aspect of their drug and alcohol testing needs.

Feature highlights:

Record Keeping: Keep record of drug and alcohol testing results for all types of testing (i.e. random, post-accident, reasonable suspicion, etc.) and for all types of testing (i.e. urine drug, hair drug, instant cup, breath alcohol, etc.). Nearly all information regarding the collection, lab analysis and medical review of a test can be recorded and easily retrieved at any time.

Random Selection: Flexible random program options allow Assistant to manage testing for all DOT and other federally regulated industries as well as general drug free workplace and similar programs. Pure random selection, double random, crew selection, consortium and weighted selection options ensure your program's needs will be met.

Scheduling: Assign a date, time and collection site for each test and print customizable notification letters with instructions for your personnel.

Results Downloading – Labs/MROs: Assistant can allow simple result downloading from the largest network of participating laboratories in the industries. Quest Diagnostics, LabCorp, Medtox, Kroll, CRL, PAML, Advanced Toxicology Network, Maxxam Analytics and many others. Results are sent via 128 bit-encrypted packets for easy import. This service improves workflow efficiencies and reduces data entry errors related to repetitive manual data entry processes.

Results Reporting: For those needing to report results to others, Assistant allows you to create reporting profiles that allow you to email, fax or send results to the web with the click of a mouse. Advanced result filtering allows you to send targeted results to specific individuals.

Reports: Over 70 pre-loaded reports allow you to get at the information you need. From statistical reports to drug test result reports to test activity tracking, Assistant can deliver. MIS reports for DOT regulated programs can be generated in a few simple clicks.

Medical Review: Simple-to-use features allows in-house MROs to update test records with interview information and final result information.

Employee Assistance Programs – EAP: Custom follow-up test plans can be created for individuals requiring monitoring. Simply determine the number of months and types of testing required for an individual and Assistant will help you manage follow-up testing as needed.

Imaging: Assistant allows you to attach a PDF image of a COC/CCF to a test when connected to any "Twain-compliant" scanner.

CIS Assistant Random Selection Verification is included as **Exhibit 1**.

Confidentiality

HRS follows strict rules of confidentiality, required by the USDOT, SAMHSA, and Company policy. All test results and material acquired by the vendor in the course of performance of this contract shall become the property of the WVDOT. Except as required by Federal Regulations, HRS shall not use or disclose at any time during or after the termination of this contract, any information discovered or developed in the course of the performance of this contract without the prior express written consent of the WVDOT.

Subcontractors

HRS will subcontract the Laboratory and Medical Review Officer portions of this RFQ.

LABORATORY SERVICES

For laboratory services, HRS is pleased to provide WVDOT with the services of MEDTOX Laboratories, located in St. Paul, Minnesota. MEDTOX is certified by SAMHSA and meets Federal regulations. The address for MEDTOX is:

MEDTOX Laboratories, Inc
402 West County Road D
St. Paul, MN 55112
Phone: 800.832.3244
www.medtox.com

Laboratory specimen screening will be performed using immunoassay technology for the following DOT mandated five drug panel with the 2010 updated cutoff levels and testing for Heroin metabolites (6 MAM) and Ecstasy (MDMA):

- Opiates
- Cocaine
- THC
- Amphetamines
- Phencyclidine

All specimens are initially screened for the presence of the above drug metabolites utilizing immunoassay technology. All positive screens are automatically confirmed using gas chromatography / mass spectrometry (GC/MS) at no additional fees. Split specimen positive screens will be forwarded for testing at a different SAMHSA approved laboratory upon an employee's request. The laboratory performs any required specimen adulteration assays necessary at no extra charge.

The laboratory retains custody of any positive urine specimen under properly secured refrigerated conditions in accordance with established governmental regulations (at the least a minimum of one year). Any urine specimen which does not test positive upon confirmation is destroyed in accordance with governmental regulations.

MEDTOX is also fully equipped to test blood specimens for the presence of alcohol and/or drugs. MEDTOX certifications and listing as a SAMHSA laboratory in the Federal Register are included as **Appendix A**.

MRO SERVICES

HRS will utilize ClearStar Logistics Medical Review Office to fulfill your Medical Review Officer requirements. The Medical Review Office is fully devoted to Medical Review issues and we are pleased to provide you with their services. The address for ClearStar Logistics is:

ClearStar Logistics
Medical Review Office
1990 W New Haven Ave, Suite 304
Melbourne, FL 32904
Telephone: 1.321.821.3383
Fax: 1.360.326.1808

Within 24 hours of completion of a test negative results are available to be downloaded from the laboratory computer to ClearStar. Negative results will be downloaded to ClearStar, sorted and reviewed, and available to the client within 48 business hours.

All laboratory-positive results will be downloaded to ClearStar for review. In the event of a laboratory positive the MRO will perform a telephonic interview with the donor to determine any "legitimate" causes (prescription medication, food sources, etc.). If necessary, the donor

may be requested to provide proof of prescription, or medical records. The MRO may find it necessary to speak with the donor's pharmacy or physician to verify medical history.

Actual personal interview of donor is rarely necessary and is in fact discouraged by most MROs. About the only time an MRO may find it necessary for an actual physical examination is in the event of a positive laboratory test for opiates; i.e. heroin. If the donor's medical and personal history warrants the MRO may decide upon a physical examination for such drug use signs as "needle tracts," skin tone, etc. In that case the MRO would contact a physician licensed in the appropriate state to perform a physical examination on a contracted basis.

Laboratory test result information must first be matched with the MRO copy of the custody and control (COC) form before results can be reported from the MRO to WVDOH. Once the review process has been completed these results are available in 48 business hours.

ClearStar MRO adheres to strict rules of confidentiality. Test results of the WVDOH will not be released without the prior consent of the WVDOH's program coordinator.

MRO Credentials are included as **Appendix B**.

Other Relevant Services

HRS will provide at no charge to WVDOH relevant program services such as collector testimony, expert witness testimony, MRO testimony, and laboratory litigation packages as needed to maintain compliance with WVDOH policies and procedures.

Written Reports

As part of the software package provided HRS will make available reports to the WVDOH to maintain the necessary written documentation to satisfy the USDOT requirements as well as WVDOH's own internal reporting needs.

Wait Time

HRS will not charge WVDOH for wait time related to the delay of testing due to employees not being able to provide a specimen.

Setup and Renewal Fees

Initial setup and annual account renewal fees will be waived by HRS for the purposes of this contract.

Insurance Requirements

HRS currently carries the following insurance coverage

- * PUBLIC LIABILITY INSURANCE
General and Professional Liability insurance coverage as follows:

\$1 million per incident, and \$2 million aggregate.

- * PROPERTY DAMAGE
Coverage meets or exceeds the limits set forth in the RFP.
- * AUTOMOBILE INSURANCE
Coverage meets or exceeds the limits set forth in the RFP.
- * EMPLOYEE DISHONESTY INSURANCE
Contractor only. Coverage meets or exceeds the limits set forth in the RFP.
- * WORKERS COMPENSATION INSURANCE
Contractor only per agent. Coverage meets or exceeds the requirements.
- * UMBRELLA LIABILITY INSURANCE
Contractor only. Coverage meets or exceeds the limits set forth in the RFP.
- * PROPERTY LOSS OR THEFT
Not applicable.

A copy of HRS's current Certificate of Liability Insurance is included as **Exhibit II**

References

Health Research Systems, Inc. (HRS) is one of the largest providers of Drug and Alcohol testing and program administration in West Virginia. Our clients include private and public corporations, state and federal organizations and many other entities. Listed below are the names, addresses, and contact information for some of the accounts served by HRS. WVDOH should feel free to contact any of those listed as an indication of the level of service provided by HRS.

HRS provided services for the WVDOH since 1995 when federal regulations went into effect mandating drug and alcohol testing for safety-sensitive employees. From 1995 to 2007 and from 2011 to 2014 HRS performed approximately 25,000 specimen collections for the WVDOH in all situations: random, pre-employment, reasonable cause, follow up and emergency testing. We have performed testing in each of the 55 counties in West Virginia for the WVDOH at approximately 150 different locations each year. We have worked with the WVDOH Program Coordinator whenever needed to streamline and simplify the WVDOH program to provide the best service available. We have shown that we are dependable as well as accurate and detail-minded, and that we have the experience necessary to provide delivery of the required services in a timely and professional manner.

A list of relevant references will be provided on **page 12** of this response reflecting HRS's ability, reliability and experience to provide WVDOH with the type of drug and alcohol testing vendor it requires.

References

WVDOH / Division of Highways

Natasha White; Human Resources
1900 Kanawha Blvd. East
Bldg. 5; Rm. 949
Charleston, WV 25305
Ph: 304-558-9790
Fax: 304-558-0340

HRS is the current provider of DOT and non-DOT collection and testing services for the WVDOH.

The City of Huntington West Virginia

Sherri Lewis; Personnel Director
800 5th Avenue
PO Box 1659
Huntington, WV 25717
Ph: 304-696-5979 Ext. 7
Fax: 304-696-5991

HRS is the current provider of DOT and non-DOT collection and testing services for the City of Huntington.

Lincoln County Board of Education

Tammy Parsons; Transportation
10 Marland Avenue
Hamlin, WV 25523
Ph: 304-824-7474 Ext. 269
Fax: 304-824-3017

HRS is the current provider of DOT and non-DOT collection and testing services for Lincoln County Board of Education Transportation Dept.

TRI-STATE TRANSIT AUTHORITY (TTA)

Paul Davis; CEO
1120 Virginia Avenue West
Huntington, WV 25704-1618
Ph: 304-529-6094
Fax: 304-529-6093

HRS is the current provider of DOT and non-DOT collection and testing services for TTA

City of Morgantown West Virginia

Terry Hough; Human Resources
389 Spruce St.
Morgantown, WV 26505
Ph: 304-284-7412
Fax: 304-284-7409

HRS is the current provider of DOT and non-DOT collection and testing services for the City of Morgantown.

Other Requirements

Confidentiality / Ownership of Materials

HRS follows strict rules of confidentiality, required by the USDOT, SAMHSA, and Company policy. All test results and material acquired by the vendor in the course of performance of this contract shall become the property of the WVDOH. Except as required by Federal Regulations, HRS shall not use or disclose at any time during or after the termination of this contract, any information discovered or developed in the course of the performance of this contract without the prior express written consent of the WVDOH.

Implementation

HRS is prepared to begin providing services to the WVDOH 10 days from the award of the contract.

HRS is willing to provide services to meet the requirements of Exhibit 4, page 5 of the RFQ entitled "Local Government Bodies" as long as the volume of tests and location parameters are comparable to the services provided for WVDOH as part of this contract.

APPENDIX A

Certificate of Accreditation



The Substance Abuse and Mental Health
Services Administration

certifies that

MedTox Laboratories, Inc.

St. Paul, MN

NLCP Laboratory Number: 0094

has successfully completed the requirements
of the National Laboratory Certification Program for urine laboratories in accordance
with the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

Effective December 7, 1988

A handwritten signature in cursive script, appearing to read "Pamela S. Hyde".

Pamela S. Hyde, J.D.
Administrator

Substance Abuse and Mental Health Services Administration



A handwritten signature in cursive script, appearing to read "Frances M. Harding".

Frances M. Harding
Director
Center for Substance Abuse Prevention



DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Service

Alcohol, Drug Abuse and
Mental Health Administration
Rockville MD 20857

DEC - 1988

Gary Hemphill, Ph.D.
Medtox Laboratories, Inc.
402 West County Road D
St. Paul, Minnesota 55112

Dear Dr. Hemphill:

I am pleased to inform you that Medtox Laboratories, Inc., St. Paul, Minnesota, has successfully met all of the requirements for laboratory certification as specified in the Department of Health and Human Services' Mandatory Guidelines for Federal Workplace Drug Testing Programs (53 FR 11970).

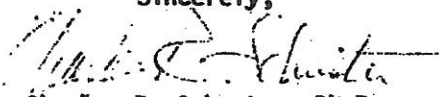
Medtox Laboratories, Inc. will be placed on the list of laboratories certified as eligible to bid on contracts to perform drug testing for Federal Drug-Free Workplace Programs. The list of laboratories certified by the National Institute on Drug Abuse (NIDA) on behalf of the Department will be sent to all Federal agencies. Monthly updates to this list will be published in the Federal Register, and made available to the general public upon request.

To maintain certification from the Department of Health and Human Services (HHS), Medtox Laboratories, Inc. must continue to meet all the requirements of the Federal Guidelines as specified in Subpart C-- Certification of Laboratories Engaged in Urine Drug Testing for Federal Agencies. Maintenance of certification requires participation in an every-other-month performance testing program plus periodic, on-site inspections (see Sections 3.2(b), 3.17, 3.19 and 3.20).

If you have any questions concerning NIDA's National Laboratory Certification Program, please contact the Office of Workplace Initiatives at (301) 443-6780.

The HHS laboratory standards for urine drug testing certification were designed to assure Federal agencies and their employees that the laboratories and scientific and methodological procedures used are of the highest quality. Your laboratory is to be congratulated for meeting all of the requirements of the Department's program.

Sincerely,


Charles R. Schuster, Ph.D.
Director

National Institute on Drug Abuse

Houston, TX 77040, 713-856-8288/800-800-2387
 Laboratory Corporation of America Holdings, 69 First Ave., Raritan, NJ 08869, 908-526-2400/800-437-4986 (Formerly: Roche Biomedical Laboratories, Inc.)
 Laboratory Corporation of America Holdings, 1904 Alexander Drive, Research Triangle Park, NC 27709, 919-572-6900/800-833-3984 (Formerly: LabCorp Occupational Testing Services, Inc., CompuChem Laboratories, Inc.; CompuChem Laboratories, Inc., A Subsidiary of Roche Biomedical Laboratory; Roche CompuChem Laboratories, Inc., A Member of the Roche Group)
 Laboratory Corporation of America Holdings, 1120 Main Street, Southaven, MS 38671, 866-827-8042/800-233-6339 (Formerly: LabCorp Occupational Testing Services, Inc.; MedExpress/National Laboratory Center)
 LabOne, Inc. d/b/a Quest Diagnostics, 10101 Renner Blvd., Lenexa, KS 66219, 913-888-3927/800-873-8845 (Formerly: Quest Diagnostics Incorporated; LabOne, Inc.; Center for Laboratory Services, a Division of LabOne, Inc.)
 MedTox Laboratories, Inc., 402 W. County Road D, St. Paul, MN 55112, 651-636-7466/800-832-3244
 MetroLab-Legacy Laboratory Services, 1225 NE 2nd Ave., Portland, OR 97232, 503-413-5295/800-950-5295
 Minneapolis Veterans Affairs Medical Center, Forensic Toxicology Laboratory, 1 Veterans Drive, Minneapolis, MN 55417, 612-725-2088
 National Toxicology Laboratories, Inc., 1100 California Ave., Bakersfield, CA 93304, 661-322-4250/800-350-3515
 One Source Toxicology Laboratory, Inc., 1213 Genoa-Red Bluff, Pasadena, TX 77504, 888-747-3774 (Formerly: University of Texas Medical Branch, Clinical Chemistry Division; UTMB Pathology-Toxicology Laboratory)
 Pacific Toxicology Laboratories, 9348 DeSoto Ave., Chatsworth, CA 91311, 800-328-6942 (Formerly: Centinela Hospital Airport Toxicology Laboratory)
 Pathology Associates Medical Laboratories, 110 West Cliff Dr., Spokane, WA 99204, 509-755-8991/800-541-7891x7
 Phamatech, Inc., 10151 Barnes Canyon Road, San Diego, CA 92121, 858-643-5555
 Quest Diagnostics Incorporated, 1777 Montreal Circle, Tucker, GA 30084, 800-729-6432 (Formerly: SmithKline Beecham Clinical Laboratories; SmithKline Bio-Science Laboratories)

Quest Diagnostics Incorporated, 400 Egypt Road, Norristown, PA 19403, 610-631-4600/877-642-2216 (Formerly: SmithKline Beecham Clinical Laboratories; SmithKline Bio-Science Laboratories)
 Quest Diagnostics Incorporated, 8401 Fallbrook Ave., West Hills, CA 91304, 818-737-6370 (Formerly: SmithKline Beecham Clinical Laboratories)
 Redwood Toxicology Laboratory, 3650 Westwind Blvd., Santa Rosa, CA 95403, 707-570-4434
 South Bend Medical Foundation, Inc., 530 N. Lafayette Blvd., South Bend, IN 46601, 574-234-4176 x1276
 Southwest Laboratories, 4625 E. Cotton Center Boulevard, Suite 177, Phoenix, AZ 85040, 602-438-8507/800-279-0027
 STERLING Reference Laboratories, 2617 East L Street, Tacoma, Washington 98421, 800-442-0438
 Toxicology & Drug Monitoring Laboratory, University of Missouri Hospital & Clinics, 301 Business Loop 70 West, Suite 208, Columbia, MO 65203, 573-882-1273
 U.S. Army Forensic Toxicology Drug Testing Laboratory, 2490 Wilson St., Fort George G. Meade, MD 20755-5235, 301-677-7085

*The Standards Council of Canada (SCC) voted to end its Laboratory Accreditation Program for Substance Abuse (LAPSA) effective May 12, 1998. Laboratories certified through that program were accredited to conduct forensic urine drug testing as required by U.S. Department of Transportation (DOT) regulations. As of that date, the certification of those accredited Canadian laboratories will continue under DOT authority. The responsibility for conducting quarterly performance testing plus periodic on-site inspections of those LAPSA-accredited laboratories was transferred to the U.S. HHS, with the HHS' NLCP contractor continuing to have an active role in the performance testing and laboratory inspection processes. Other Canadian laboratories wishing to be considered for the NLCP may apply directly to the NLCP contractor just as U.S. laboratories do.

Upon finding a Canadian laboratory to be qualified, HHS will recommend that DOT certify the laboratory (**Federal Register**, July 16, 1996) as meeting the minimum standards of the Mandatory Guidelines published in the **Federal Register** on April 30, 2010 (75 FR 22809). After receiving DOT certification, the laboratory will be included in the monthly list of HHS-certified laboratories and participate in

the NLCP certification maintenance program.

Janine Denis Cook,
Chemist, Division of Workplace Programs, Center for Substance Abuse Prevention, SAMHSA.

[FR Doc. 2013-04874 Filed 3-1-13; 8:45 am]

BILLING CODE 4160-20-P

DEPARTMENT OF HOMELAND SECURITY

[Docket No. DHS-2013-0014]

Homeland Security Science and Technology Advisory Committee (HSSTAC)

AGENCY: Science and Technology Directorate, DHS.

ACTION: Committee Management; Notice of Federal Advisory Committee Meeting.

SUMMARY: The Homeland Security Science and Technology Advisory Committee (HSSTAC) will meet on March 21, 2013 in Washington, DC. The meeting will be open to the public.

DATES: The HSSTAC will meet Thursday, March 21, 2013 11:30 a.m.—4:15 p.m. The meeting may close early if the committee has completed its business.

ADDRESSES: The meeting will be held at the Department of Homeland Security (DHS), Science and Technology Directorate, 1120 Vermont Avenue NW., (Room 5-212), Washington, DC.

All visitors must pre-register in order to gain entry to the building. To register, please contact the person listed under **FOR FURTHER INFORMATION CONTACT**, below. Alternatively, you may register via this Web site: <http://www.dhs.gov/st-hsstac>. Select the link labeled "Click Here to Register." Please provide your name, citizenship, organization (if any), title (if any), email address (if any), and telephone number.

For information on facilities or services for individuals with disabilities or to request special assistance at the meeting, contact the person listed under **FOR FURTHER INFORMATION CONTACT**, below.

The materials that are provided to committee members will also be provided to the public. Materials that are sent to committee members in advance will be posted on the public Web site below on or before March 21. Materials that are provided to committee members at the meeting will be made available to public attendees, and also posted to the public Web site below as soon as possible after the meeting. Check this Web site after

APPENDIX B



ClearStar Logistics Medical Review Office

ClearStar Logistics' Medical Review Office (CSL-MRO) maintains full compliance with State and Federal statutes pertaining to drug screening and drug reporting; specifically focused on the gold standard for drug screening compliance, DOT's 49 CFR part 40. Many times in non-regulated programs, DOT's standards are used as a benchmark for a successful program.

Our licensed Medical Review Officers oversee a staff, who together reviews every single drug screen that comes into our office. All negatives are released the same day, after a match-up of the electronic lab result with the paper MRO copy of the Custody and Control Form (CCF). All presumptive positives, or non-negatives, are carefully reviewed for accuracy and audited to make sure the Chain of Custody has not been compromised. Once this review process is complete, the doctor then makes attempts to call the donor to conduct the MRO Interview. The purpose of this interview is to see if there is any legitimate reason that the drug, they were found positive for, is in their system. Based on this interview the doctor will either leave the result a positive or overturn it to a negative. If the doctor does overturn the result based on a prescription medication, that prescription will have been verified by the prescribing doctor or the filling pharmacy. A positive result typically takes 48-72 hours from the time the lab receives the specimen, depending on how soon the donor can be reached.

All results, negative and positive, are electronically double-checked by our state-of-art, industry specific MRO software. In addition, all non-negatives go through a last "triple check" by a senior MRO Assistant who makes sure all steps were conducted properly. All of these "extra" steps are done to assure our clients that when they receive a result; it is the true result for that drug screen.

TODD SHOULBERG
Director of Sales
ClearStar Logistics

1990 W New Haven Ave, Suite 304
Melbourne, FL 32904
Direct: 321-821-3383 • Fax: 360-326-1808
www.clearstarlogistics.net



Theodore F. Shults, MS, JD
Chairman
(919) 489-5407

American Association of Medical Review Officers

March 28, 2013

Verification of Certification for: Charles Moorefield, M.D.
Charles Moorefield M.D., P.A.
1856 Lake Grove Lane
Orlando FL 32806

Certification Number: 930207214

**Most Recent Certification
or Recertification Date:** March 17, 2013
Certification Expires Five Years From This Date

This notice serves as verification that the above-referenced physician has been certified as a Medical Review Officer (MRO) through the American Association of Medical Review Officers (AAMRO). Recertification is required every five years to remain in good standing.

The referenced physician is listed in the AAMRO registry of Certified Medical Review Officers (www.aamro.com).

Theodore F. Shults, J.D., M.S.
Chairman



Theodore F. Shults, MS, JD
Chairman
(919) 489-5407

American Association of Medical Review Officers

STATEMENT OF CONTINUING MEDICAL EDUCATION

AAMRO's Comprehensive MRO Training Program

Orlando, FL
March 15-17, 2013

This program has been reviewed and is acceptable for

21.75 prescribed credit hours

by the American Academy of Family Physicians

(These CME credits are acceptable as category 1 credit hours
when used towards an AMA certificate program.)

Charles Moorefield M.D.

Participant

Cindy Ferrell

Cindy Ferrell
Program Coordinator

AAMRO Comprehensive Medical Review Officer Training

MROALERT

awards this training certificate to

Charles Moorefield M.D.

In recognition of completion of its 21.75 hour Comprehensive Medical Review Officer Training Program



Theodore F. Shults, JD, MS
Program Director



Orlando, FL
March 15-17, 2013

EXHIBIT I

Explanation of ASSISTANT's Random Selection Feature

One of the key elements of the ASSISTANT software system is its ability to produce unbiased random selections of personnel subject to drug and alcohol testing. Integral to the defensibility of ASSISTANT's selection methodology is the fact that the software operator can in no way manipulate the selection process. The following describes in general terms how ASSISTANT creates a list of randomly selected personnel for testing. A more comprehensive explanation, complete with all of the statistical trappings, is available upon request from Compliance Software.

STEP 1. A "pool group" is created. The pool group includes those personnel subject to random testing. The operator also specifies the rate of random testing, or a specific number of pool members to be selected each period. For example, the Department of Transportation requires a 50% annual testing rate. This means that, over the course of one year, at least 50 drug tests must be conducted for every 100 employees in the pool.

It is important to understand that the 50 tests do not have to be conducted on 50 different individuals. In fact, this is highly improbable, if not impossible. At a 50% selection rate, the actual probability is that 37 or 38 different individuals will be selected for the 50 tests. This means that 12 or 13 of the 100 individuals in the pool will be selected at least twice or more.

STEP 2. Before beginning the selection process, ASSISTANT figures out how many tests need to be conducted for the "selection period." The selection period is usually a week or month. The Department of Transportation requires that each member of the pool have an equal chance at being selected for a test every selection period. When figuring out how many tests are needed for the period, ASSISTANT takes into account absenteeism, incomplete tests, etc. to make sure that the minimum number of required tests is accomplished.

STEP 3. ASSISTANT uses a random algorithm, or mathematical equation, to assign an "index number" to every one in the pool. The employee's index number is usually different every selection period, however, it is possible for the computer to assign the same index number two or more periods in a row. The number of index numbers is always equal to the number of people in the pool for the selection period. The index number becomes the "identity" of each member of the pool group for the selection period.

For example, if the pool group has 100 members, then each member in the pool will receive a randomly assigned index number between 1 and 100.

STEP 4. Using a random algorithm, ASSISTANT generates a series of random numbers equal to the number of tests required for the period. ASSISTANT then looks at

the index numbers that are randomly assigned to the pool group members and matches up the numbers.

For example, if ASSISTANT determined that 5 tests were needed for the period in a pool group of 100 members, it would pick at random 5 numbers between 1 and 100. For illustrative purposes, let's assume that the numbers 34, 45, 67, 35 and 10 were picked by ASSISTANT. ASSISTANT would then search through the 100 index numbers and find out which pool group member were assigned the index numbers of 34, 45, 67, 35 and 10. Those five individuals would be selected for a test.

IMPORTANT: THIS PROCESS CANNOT BE UNDONE. ONCE ASSISTANT HAS ASSIGNED INDEX NUMBERS AND MADE SELECTIONS, A PERMANENT RECORD FOR EACH SELECTION IS CREATED.

It is also important to know that the random algorithm used by ASSISTANT has been thoroughly tested and documented. ASSISTANT's random number generator verification is available upon request. Statistical analysis has also determined that computer algorithms are the "best" random generators because they are free from physical biases and can thoroughly document the random selection process.

If the explanation above seems a little confusing, the following example will help illustrate how ASSISTANT selects individuals for random tests:

Let's assume that there are 52 people in a room that are subject to random testing. Let's also assume that 5 people need to be picked for random tests. We can accomplish this goal fairly with two decks of playing cards. First, we would shuffle both decks of cards. We then take the cards from one deck and pass out one card, face down, to each person in the room. Next, we would draw five cards from the second shuffled deck and place them face up on a table. Everyone in the room would then turn their playing card face up. The five cards on the table from the second deck will match up to five individuals in the room holding cards from the first deck. These five individuals are now "picked" for a test.

We could repeat this exercise time and time again, shuffling both decks each time and passing out the cards. The odds are that some individuals will never get "picked", and, in like manner, some individuals will be picked several times.

Random Selection Explanation and Verification

ASSISTANT Drug Program Management Software provides users with two options for random selection: Simple Random Sampling with Replacement (SRS) and Composite Random Sampling (CRS, patented). The pseudo-random number generator for both methodologies utilizes the “Linear Congruential Method” (Lehmer, 1951, documented in “Algorithms in C”, by Robert Sedgewick). In summary, this method:

1. Takes a seed value based upon the computer’s clock;
2. Multiplies it by a constant “b”;
3. Adds 1;
4. Takes the remainder when divided by a second constant “m”.

This last value becomes the random number (between 0 and m-1). The following pages document the verification tests for the pseudo-random number generator used in ASSISTANT.

Table 1. Results of the 50 chi-square tests.

<u>chi-square</u>	<u>Prob (chi-square)</u>
107.4	0.26502
99.4	0.46980
98.8	0.48676
86.2	0.81705
108.2	0.24773
103.2	0.36633
102.6	0.38206
80.0	0.91919
99.0	0.48110
85.4	0.83316
89.0	0.75437
76.8	0.95210
98.2	0.50382
115.6	0.12174
103.6	0.35599
98.0	0.50952
107.4	0.26502
80.4	0.91417
117.2	0.10232
111.6	0.18221
100.2	0.44738
136.4	0.00759
85.0	0.84090

108.0	0.25199
81.8	0.89493
89.6	0.73977
122.6	0.05410
90.6	0.71464
93.4	0.63987
77.8	0.94314
126.0	0.03483
78.8	0.93300
118.2	0.09147
108.8	0.23523
90.8	0.70950
108.2	0.24773
100.8	0.43074
96.6	0.54953
97.0	0.53809
98.8	0.48676
90.4	0.71974
111.0	0.19282
124.0	0.04529
97.6	0.52094
92.4	0.66721
97.2	0.53237
112.4	0.16870
94.2	0.61761
104.6	0.33073
82.0	0.89197

REFERENCES

Gorenstein, S. 1967. Testing a random number generator. *Communications of the Association for Computing Machinery* 10: 111-118.

Sharp, W.E. and C. Bays. 1992. A review of portable random number generators. *Computers and Geosciences* 18 (1): 79-87.

Verification of the Assistant Random Number Generator

Two tests were performed to examine the properties of the pseudorandom number generator used for selection in ASSISTANT. The first test is a chi-square test which evaluates the uniformity of the distribution of generated numbers (Gorenstein 1967). The second test involves a test for independence with a plot of the generated numbers in two dimensions (Sharp and Bays 1992).

Chi-square test

For this test, the interval of 0 to 1 (the range of the pseudorandom data values) was divided up into 100 successive bins of equal size (.01 bin size). One thousand pseudorandom number values were generated and placed in the appropriate bin depending on the value (i.e., value from 0 to <.01 are placed in the first bin, from .01 to <.02 in the second bin..., and values from .99 to 1 in the last bin). A chi-square test comparing the expected number of values in each bin (10) with the realized number was performed. This test was repeated 50 times with 50 sets of pseudorandom numbers. The results are shown in Table 1. Note that the distribution of the probabilities are about what one would expect with random data used in a chi-square test. For example, one out of the 50 (.02) tests was associated with a probability <.02, and three out of the 50 tests (.06) were associated with a probability <.05.

Independence Test

The second test plots nonoverlapping pairs of pseudorandom numbers as coordinates in a bivariate plot. The vertical axis value (y) is the value of the first number of a pair, and the horizontal axis value (x) is the second number of a pair. If the generator is effectively generating independent pairs of pseudorandom numbers, then the pattern of points in the plot should appear random. Poor generators will show finely spaced lines or clear lattice patterns in the plot (Sharp and Bays 1992). The plot of 1,000 random pairs are shown in Figure 1. The pattern in the plot appears random.

EXHIBIT II



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2014

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

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THORNBURG INSURANCE AGENCY INC 2519 3rd Ave P O Box 2966 Huntington WV 25703	CONTACT NAME: Kim Woods PHONE (A/C No. Ext): (304) 697-7650 E-MAIL ADDRESS: kwoods@thornburgagency.com		FAX (A/C No.): (304) 697-7699
	INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Co		NAIC # 39357
INSURED Health Research Systems, Inc., DBA: PO Box 524 Huntington WV 25710	INSURER B: Travelers		NAIC # 00914
	INSURER C: The Hartford		NAIC # 00914
	INSURER D:		NAIC #
	INSURER E:		NAIC #
INSURER F:		NAIC #	

COVERAGES

CERTIFICATE NUMBER: CL143301481

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			SM897387	11/9/2013	11/9/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA7B091439-13-SEL	2/25/2014	2/25/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	40WECBJ7122	1/13/2014	1/13/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional			SM897387	11/9/2013	11/9/2014	Each Accident 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is listed as Additional Insured, subject to policy terms, conditions, limitations and exclusions

CERTIFICATE HOLDER**CANCELLATION**

WVDOT-Department of Highways
 Human Resources Department
 Natasha White
 1900 Kanawha Blvd E
 Building 5 Room 949
 Charleston, WV 25305

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph Stanton/NL

ACORD 25 (2010/05)

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INS025 (201005).01

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EXHIBIT III

RFQ No. 83140052

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: HEALTH RESEARCH SYSTEMS, INC

Authorized Signature: *Kenneth W. Schneider* Date: 3/11/2014
KENNETH W. SCHNEIDER

State of West Virginia

County of Cabell, to-wit:

Taken, subscribed, and sworn to before me this 11th day of March, 2014

My Commission expires October 9th, 2023

AFFIX SEAL HERE

NOTARY PUBLIC *Charlene Costo*

Purchasing Affidavit (Revised 07/01/2012)



NOTE:
Vendor and Notary's date must be the same.
Notary required to AFFIX SEAL on Purchasing Affidavit.

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:

Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,

Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,

Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. Application is made for 2.5% resident vendor preference for the reason checked:

Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. Application is made for 2.5% resident vendor preference for the reason checked:

Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

4. Application is made for 5% resident vendor preference for the reason checked:

Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: HEALTH RESEARCH SYSTEMS, INC Signed: [Signature]

Date: 3/11/2014 Title: OPERATIONS MANAGER