



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

State of West Virginia
 Request for Quotation
 33 - Service - Misc

Proc Folder: 103829

Doc Description: OPEN END CONTRACT FOR DRUG AND ALCOHOL TESTING

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Sollcitatlon No	Version
2015-06-20	2015-07-01 13:30:00	CRFQ 0506 HHR1500000007	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:
 Drug Testing Centers of America Corporate Office LLC
 100 Lee Street West
 Charleston, WV 25302
 304-344-8378

07/01/15 12:17:17
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Robert Kilpatrick
 (304) 558-0067
 robert.p.kilpatrick@wv.gov

Signature X

FEIN # 46-1393107

DATE June 30, 2015

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

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF HUMAN RESOURCES MGMT ONE DAVIS SQUARE, STE 400 CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF HUMAN RESOURCES MGMT ONE DAVIS SQUARE, STE 400 CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Pre-Employment Drug Testing	765.00000	TEST	\$73.00	\$55,845.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :
Pre-Employment Drug Screening - Section 1.1 A

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Reasonable Suspicion Drug Screening	185.00000	TEST	\$73.00	\$13,505.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :
Reasonable Suspicion Drug Screening - Section 1.2 A

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF HUMAN RESOURCES MGMT ONE DAVIS SQUARE, STE 400 CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF HUMAN RESOURCES MGMT ONE DAVIS SQUARE, STE 400 CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Pre-Employment Alcohol testing	765.00000	TEST	\$30.00	\$22,950.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Pre-Employment Alcohol Testing Section 1.1 B

INVOICE TO	SHIP TO
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Reasonable Suspicion Alcohol Testing	185.00000	TEST	\$30.00	\$5550.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Reasonable Suspicion Alcohol Testing - Section 1.2 B

INVOICE TO	SHIP TO
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Collection Expert Witness Testimony	10.00000	HOUR	\$100	\$1000.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Collection Expert Witness Testimony - Section 4.1.19.1

INVOICE TO		SHIP TO	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Laboratory Expert Witness Testimony	10.00000	HOUR	\$150	\$1500.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Laboratory Expert Witness Testimony - Section 4.1.19.2

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	MRO Expert Witness Testimony	10.00000	HOUR	\$150	\$1500.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

MRO Expert Witness Testimony - Section 4.1.19.3

INVOICE TO		SHIP TO	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Collection Expert Testimony at Deposition	10.00000	HOUR	\$0.00	\$0.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Collectin Expert Testimony at Deposition - Section 4.1.19.4

INVOICE TO		SHIP TO	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Laboratory Expert Testimony at Deposition	10.00000	HOUR	\$0.00	\$0.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Laboratory Expert Testimony at Deposition - Section 4.1.19.4

INVOICE TO		SHIP TO	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	MRO Expert Testimony at Deposition	10.00000	HOUR	\$200.00	\$2000.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

MRO Expert Testimony at Deposition - Section 4.1.19.4

INVOICE TO	SHIP TO
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF HUMAN RESOURCES MGMT ONE DAVIS SQUARE, STE 400 CHARLESTON WV25301 US	BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF HUMAN RESOURCES MGMT ONE DAVIS SQUARE, STE 400 CHARLESTON WV 25301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Reasonable suspicion/for-cause training program curriculum	1.00000	EA	\$0.00	\$0.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Reasonable suspicion/for-cause training program curriculum - Section 4.1.22

HHR1500000007	Document Phase Final	Document Description OPEN END CONTRACT FOR DRUG AND ALCOHOL TESTING	Page 7 of 7
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

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

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

One Davis Square, CR 414
Charleston, WV 25301

Monday, June 15, 2015
10:00 AM EST

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

- 4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: Wednesday, June 17, 2015 by 3:00pm EST

Submit Questions to: Robert P Kilpatrick, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: robert.p.kilpatrick@wv.gov

- 5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: Drug and Alcohol Testing Services
BUYER: Robert P Kilpatrick, File 22
SOLICITATION NO.: CRFQ 0506
BID OPENING DATE: July 1, 2015
BID OPENING TIME: 1:30pm EST
FAX NUMBER: 304-558-3970

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus NA convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, 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: (This only applies to CRFP)

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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Wednesday, July 1, 2015 at 1:30pm EST

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

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

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may 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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

- 17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.3. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on upon award and extends for a period of one (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 should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed ³⁶ months in total. 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.

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

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.
- Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- 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 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 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.
- 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:** In the amount of \$1,000,000.
per occurrence _____ or more.

- Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

- Bodily Injury (including death):** Minimum \$1,000,000 per accident

- Property Damage:** Minimum \$1,000,000 per accident

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

SAMHSA Laboratory Certification

Certified Medical Review Officer Certification (see Specs 4.1.13)

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

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

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of NA for NA

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.

- 12. 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 Award Document, upon receipt.
- 13. 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.
- 14. 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.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement whose cost at the time the contract is awarded will be paid with public money in an amount greater than \$500,000. Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established under West Virginia Code §§ 21-5A-1 et seq. Vendor shall

be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

21. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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.
28. **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.

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

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

34. 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.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

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

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

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

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

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

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

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information 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.

42. 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:
- c. 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

- d. 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.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.


This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, 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, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Drug Testing Centers of America Corporate Office LLC
(Company)

 Julia Barker, VP of Operations
(Authorized Signature) (Representative Name, Title)

(304) 344-8378, (304)304-0069, June 30, 2015
(Phone Number) (Fax Number) (Date)

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

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Health and Human Resources to establish an open-end contract for drug and alcohol testing services for select new employee hires and for reasonable suspicion/cause, as needed and requested by the Agency, available 24-hours-per-day/7-days-per-week.

These services will be made available to the Department of Health and Human Resources (DHHR) and its subunits to include:

- Bureau for Behavioral Health and Health Facilities (BBHFF) and its seven State owned and operated hospitals,
- Bureau for Child Support Enforcement (BCSE),
- Bureau for Children and Families (BCF),
- Bureau for Medical Services (BMS),
- Bureau for Public Health (BPH), and
- Offices of the Cabinet Secretary

Vendor should have sufficient staff and capabilities to provide the Contract Services specified herein for the DHHR workforce of over 6000 employees, including the pre-employment screening for new hires for the BBHFF, which has a workforce of over 1700 employees (included within the total for the DHHR).

DHHR anticipates usage at the indicated locations in the estimates provided below (only the BBHFF requires Pre-Employment Screening):

1.1 Pre-Employment	Estimated Number of Yearly Tests	
Bureau for Behavioral Health and Health Facilities	A.	B.
Facility	Drug	Alcohol
Hopemont Hospital Hopemont, West Virginia 26764	40	40
Lakin Hospital Lakin, West Virginia 25287	100	100
John Manchin Senior Health Care Hospital Fairmont, West Virginia 26554	50	50

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Jackie Withrow Hospital Beckley, West Virginia 25801	120	120
Mildred Mitchell-Bateman Hospital Huntington, West Virginia 25709	180	180
William R. Sharpe, Jr. Hospital Weston, West Virginia 26452	175	175
Welch Community Hospital Welch, West Virginia 24901	100	100

1.2 Reasonable Suspicion/Cause	Estimated Number of Yearly Tests	
Location	A. Drug	B. Alcohol
Bureau for Behavioral Health and Health Facilities Central Office Charleston, WV 25301 Any Facility listed above	35	35
Bureau for Child Support Enforcement Central Office Charleston, WV 25301 Morgantown, WV 26501 Sutton, WV 26601 White Hall, WV 26554 Any County Office listed below	15	15
Bureau for Children and Families Central Office Charleston, WV 25301 Any County Office listed below	75	75

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Bureau for Medical Services	5	5
Central Office		
Charleston, WV 25301		
Bureau for Public Health	25	25
Central Office		
Charleston, WV 25301		
Medical Examiner's Office		
Charleston, WV 25302		
State Labs		
South Charleston, WV 25303		
Threat Prep		
Charleston, WV 25301		
Any County Office listed below		
Offices of the Cabinet Secretary	30	30
Central Office		
Charleston, WV 25301		
OIG		
Capitol Complex		
Charleston, WV 25315		
OIG		
408 Leon Sullivan Way		
Charleston, WV 25301		
MIS		
1012 Kanawha Blvd		
Charleston, WV 25301		
Any County Office listed below		

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In addition to the specific locations indicated above and the DHHR office locations listed below, the successful vendor must be able to respond for reasonable suspicion testing to anywhere in the State.

DHHR County Offices

Beckley, WV 25801
Berkeley Springs, WV 25411
Buckhannon, WV 26201
Charles Town, WV 25414
Charleston, WV 25313
Clarksburg, WV 26302
Clay, WV 25043
Elizabeth, WV 26143
Elkins, WV 26241
Foster, WV 25081
Franklin, WV 26807
Glenville, WV 26351
Grafton, WV 26354
Grantsville, WV 26147
Hamlin, WV 25523
Harrisville, WV 26362
Hinton, WV 25951
Huntington, WV 35704
Keyser, WV 26762
Kingwood, WV 26537
Lewisburg, WV 24901
Logan, WV 25601
Marlinton, WV 24954
Martinsburg, WV 25404
Middlebourne, WV 26149
Moorefield, WV 26836
Morgantown, WV 26507

Moundsville, WV 26041
New Martinsville, WV 26155
Oak Hill, WV 25901
Parkersburg, WV 26102
Parsons, WV 26287
Petersburg, WV 26847
Phillipi, WV 26416
Pineville, WV 24874
Princeton, WV 27439
Pt. Pleasant, WV 25550
Ripley, WV 25271
Romney, WV 26757
Smithburg, WV 26436
Spencer, WV 25276
St. Marys, WV 26170
Summersville, WV 26651
Sutton, WV 26601
Union, WV 24983
Wayne, WV 25570
Webster Springs, WV 26288
Weirton, WV 26062
Welch, WV 24801
Weston, WV 26452
Wheeling, WV 26003
White Hall, WV 26554
Williamson, WV 25661
Winfield, WV 25213

Post-Accident/Incident

Drug

Alcohol

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Drug and Alcohol Testing Services

Anywhere in the State

2

2

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

2.1 **“Contract Services”** means the drug and alcohol testing services identified in on the Pricing Pages as more fully described in these specifications.

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

2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

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

3.1. Vendor must be a qualified drug and alcohol testing vendor as required by the DOT regulations [See 49 CFR Part 40.213 (b) & (c)], with demonstrated expertise including five (5) years’ experience in drug and alcohol testing.

3.2. Vendor must provide at least three (3) references from clients who have a similar staff volume, over 6000 employees in multiple locations within a state.

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Drug and Alcohol Testing Services

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

4.1 Vendor Mandatory Requirements:

- 4.1.1 Vendor must provide all forms, collection kits and miscellaneous supplies for the collection, transportation and analyses of specimens.
- 4.1.2 Vendor must comply with all applicable medical standards; federal, state and local government safety codes, laws and regulations relating to drug and alcohol testing.
- 4.1.3 Vendor follow the US Department of Transportation collection protocols provided in 49 CFR Part 40, available at:
Http://www.dot.gov/odapc/NEW_DOCS/part40.html
- 4.1.4 Vendor must provide for the collection of specimens to meet the requirements of 49 CFR Part 40 with respect to conducting workplace drug and alcohol testing, for collecting and storing urine specimens, testing for drugs and alcohol, and ensuring confidentiality. The vendor may use a mobile collection vehicle, or off-site or on-site collection facilities, provided all conditions of privacy, confidentiality and chain of custody are met for all collection locations.
- 4.1.5 Vendor must provide scheduled service Monday through Friday, between 7:00 am and 5:00 pm. The vendor must also provide 24-hour specimen collection for reasonable suspicion/for cause testing on an as-needed basis. The vendor must supply an emergency telephone number to be used by each collection location to provide specimen collection services after regular office hours.

Vendor must arrive on location and be ready to conduct reasonable suspicion/for cause testing within two (2) hours of the request for testing.
- 4.1.6 Vendor must ensure that collection site personnel will be trained in compliance with 49 CFR Part 40 and shall be engaged in the business of providing the required controlled substances and alcohol testing.
- 4.1.7 Vendor must provide for transportation for all specimens to the appropriate testing laboratory in accordance with 49 CFR Part 40.

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- 4.1.8** Vendor must provide for testing of urine in compliance with 49 CFR Part 40. This includes necessary collection and identification supplies and transportation costs from the collection site to a Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory. The split sample method of collection, handling, and storage is to be utilized.
- 4.1.9** Vendor must utilize a laboratory that is certified by DHHS/SAMHSA (Department of Health and Human Services). The laboratory shall test and store specimens (primary and split specimens) and have in place equipment that meets applicable regulations. Additionally, the laboratory shall have a quality control program in place that complies with 49 CFR Part 40.
- 4.1.10** Vendor must perform chemical analyses of urine specimens to determine whether the person from whom the specimen was taken has been using any of the ten drugs listed:
- A. Amphetamines
 - B. Cannabinoids (THC)
 - C. Cocaine
 - D. Opiates
 - E. Phencyclidines (PCP)
 - F. Barbiturates
 - G. Benzodiazepines
 - H. Methadone
 - I. Propoxyphen
 - J. Methaqualone
- 4.1.11** Vendor must submit blind performance test specimens to the laboratory in accordance with 49 CFR Part 40.
- 4.1.12** Vendor must provide for alcohol testing that is to be conducted using equipment approved by the US Department Transportation and found on its Conforming Products List available at: <http://www.gpo.gov/fdsys/pkg/FR-2012-06-14/pdf/2012-14582.pdf> using the collection protocols found in 49 CFR Part 40.
- 4.1.13** Vendor must provide, as part of its services, a Certified Medical Review Officer (MRO). The MRO shall be a licensed physician with knowledge of substance abuse disorders and have appropriate medical training necessary to interpret and evaluate controlled substances test results. The MRO shall be certified in accordance

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with 49 CFR Part 40. Copy of certification(s) must be provided prior to award.

- 4.1.14** Vendor must provide confirmed test results to DHHR's Director of the Office of Human Resources Management or his/her designee via confidential means, immediately upon confirmation by the MRO, but not later than 72 hours after receipt of the specimen by the laboratory. The vendor must inform the state agency contact if turnaround time for positive test result confirmation will exceed 72 hours.
- 4.1.15** Vendor must ensure that all laboratory records are maintained for the appropriate period of time to comply with 49 CFR Part 40 and that those records are provided to the DHHR upon written request.
- 4.1.16** Vendor must provide for an account manager (or designee) to be available during normal business hours (Monday through Friday between 7:00 am and 5:00 pm) to answer questions and resolve problems.
- 4.1.17** Vendor must provide each Facility / Bureau / Office (as appropriate) with a written recapitulation of the testing program activity on a monthly basis and provide a comprehensive listing to each respective Human Resources Director.
- 4.1.18** Vendor must, upon request, prepare a litigation package to include copies of all chain of custody documents, batch specimen review sheets, data review files (graphic charts), resumes and credentials of all technicians involved in testing of specimens, laboratory testing reports to include the initial immunoassay screen and the confirmation gas chromatography/mass spectrometry test.
- 4.1.19** Vendor must provide, upon request, expert witness testimony regarding the accuracy of specific employee testing should the results and subsequent actions be challenged by the employee.
- 4.1.19.1** Expert witness testimony includes a collection expert to testify to the procedures followed in collecting the employee's specimen(s).
- 4.1.19.2** Expert witness testimony includes a laboratory expert to testify to the procedures followed in testing the employee's specimen(s).

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4.1.19.3 Expert witness testimony includes MRO expert to testify to the test results of the employee's specimen(s).

4.1.19.4 Expert testimony includes that provided at deposition.

4.1.20 Vendor must maintain records, documents and other files directly related to the performance of work under this agreement in accordance with 49 CFR Part 40 and accepted professional practice and appropriate accounting procedures.

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

4.1.21 Vendor must provide any of all records produced or held in execution of this agreement within 10 days of written notice by DHHR's Director of the Office of Human Resources Management or his/her designee.

4.1.22 Vendor shall provide an up-to-date, legally sufficient reasonable suspicion/for-cause training program curriculum, including, at minimum, editable PowerPoint (or similar format agreed to by the parties) presentation with trainer's manual and references for DHHR training purposes upon request by the Agency. All materials become the property of DHHR.

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4.2 Department of Health and Human Resources Requirements

- 4.2.1 Upon contract award, DHHR's Director of the Office of Human Resources Management will provide a comprehensive list of individuals from each Facility / Bureau / Office authorized to request testing and receive results.
- 4.2.2 DHHR will not reimburse the vendor for initial set-up fee or for any renewal fees if the contract is renewed.
- 4.2.3 DHHR will not reimburse vendor for specimen adulteration assays.
- 4.2.4 DHHR will not reimburse vendor for handling of rejected specimens or those otherwise unfit for testing.
- 4.2.5 DHHR will not reimburse vendor for collection time. A collection is complete only after every employee has met his/her testing obligations.
- 4.2.6 DHHR will reimburse the vendor a "no show" fee of the amount equal to the scheduled procedure in the event that vendor is called to a location for a scheduled pre-employment or an on-call for reasonable suspicion/cause collection/testing procedure and the new employee hire or employee fails to appear for the collection/testing procedure after a reasonable waiting period of at least forty-five (45) minutes, provided that Vendor acquires written documentation from the authorized individual at the facility or their designee.

5. CONTRACT AWARD:

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

5.2 Pricing Page: Vendor should complete the Pricing Page entering the Unit Price for each item/Commodity Line, as follows:

REQUEST FOR QUOTATION
Drug and Alcohol Testing Services

Lines 1 through Line 4,

Provide the all-inclusive cost, **per Test**, for each of the following:

Line 1: Pre-Employment Drug Screening

Line 2: Reasonable Suspicion Drug Screening

Line 3: Pre-Employment Alcohol Testing

Line 4: Reasonable Suspicion Alcohol Testing

Lines 5 through 10,

Provide the all-inclusive **hourly rate**, for each of the following:

Line 5: Collection Expert Witness Testimony

Line 6: Laboratory Expert Witness Testimony

Line 7: MRO Expert Witness Testimony

Line 8: Collection Expert Witness Testimony at Deposition

Line 9: Laboratory Expert Witness Testimony at Deposition

Lines 10: MRO Expert Witness Testimony at Deposition

(Note: Lines 8 through 10 should be bid as the amount to be billed INSTEAD OF the hourly rate to be billed for Lines 5 through 7 respectively, NOT IN ADDITION TO, when testimony is given at Deposition. Vendors are not required to provide different rates for these two distinct services, but may do so.)

Line 11

Provide the all-inclusive, lump-sum cost to provide the training curriculum package meeting the requirements of Section 4.1.22 of the Specifications, each time the Agency were to make the request for this curriculum during the life of the Contract.

If responding with a paper bid, vendors should use the assembled CRFQ form (of the latest version), provided either with a mailed or faxed copy of the solicitation, or by downloading/printing from the Vendor Self Service (VSS) portal of WVOasis, and insert their Unit Prices as instructed above. Then, they should multiply Unit Price for each line by the provided Quantity (Qty) to calculate and enter their Total Price for each line.

If responding electronically through the VSS, the calculation of Unit-Price-times-Quantity is performed by the system automatically; vendors should only need to enter their Unit Price for each line.

If encountering issues with using WVOasis to access the Pricing Page or other documentation, or with entering bid data electronically in general, bidders should contact the WVOasis HelpDesk at (304)558-6708.

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

6. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

7. PAYMENT: Agency shall pay per test or other unit, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

The vendor shall submit monthly invoices, in arrears, to each Bureau/Office according to usage for all services provided pursuant to the terms of the contract. Each invoice will contain sufficient documentation to determine the dates, type of tests, and cost per test; hours of expert testimony; or training materials, as applicable. DHHR reserves the right to reject any or all invoices for which proper documentation has not been provided. The vendor will be notified within ten (10) working days from the date of receipt of any invoice deficiencies.

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

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

9. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

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

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

10. VENDOR DEFAULT:

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

- 10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
- 10.1.2. Failure to comply with other specifications and requirements contained herein.
- 10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

- 10.2.1. Immediate cancellation of the Contract.
- 10.2.2. Immediate cancellation of one or more release orders issued under this Contract.
- 10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

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

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

SOLICITATION NUMBER: CRFQ 0506 HHR1500000007
Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum #1 issued to provide copy of Mandatory Pre-Bid Meeting Sign-In Sheet

Bid Opening Date and Time remains July 1, 2015 at 1:30pm EST.

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

Terms and Conditions:

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

ATTACHMENT A

SIGN IN SHEET

Request for Proposal No. CRFQ 0506 ~~HR150000007~~ ~~HR150000007~~ PLEASE PRINT

Date: 5-15-15

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Drug Testing Centers of America</u> Rep: <u>Sandy Dingus</u> Email Address: <u>Sandy@drugtestingcenters.com</u>	<u>100 Lee St. West</u> <u>Charleston, WV 25302</u>	PHONE <u>304-344-8378</u> TOLL FREE FAX <u>304-344-0069</u>
Company: <u>Drug Testing Centers of America</u> Rep: <u>JULIA BARKER</u> Email Address: <u>julia.barker@drugtestingcenters.com</u>	<u>100 Lee St West</u> <u>Charleston, WV 25302</u>	PHONE <u>304-344-8378</u> TOLL FREE FAX <u>304-344-0069</u>
Company: <u>Analabs</u> Rep: <u>Kella Kharrison</u> Email Address: <u>kharrison@analabsinc.com</u>	<u>PO Box 1235</u> <u>Crab Orchard, WV 25827</u>	PHONE <u>304-255-4821</u> TOLL FREE FAX <u>304-255-2410</u>
Company: <u>Analabs</u> Rep: <u>Lori Isom</u> Email Address: <u>lisom@analabsinc.com</u>	<u>P.O. Box 1235</u> <u>Crab Orchard WV 25827</u>	PHONE <u>304-255-4821</u> TOLL FREE FAX <u>304-255-2410</u>
Company: <u>JOE BOGGS & ASSOCIATES INC</u> Rep: <u>Ritchie A Boggs</u> Email Address: <u>rboggs@suddenlinkmail.com</u>	<u>Po Box 771</u> <u>Charleston WV</u> <u>25320</u>	PHONE <u>304-345-1396</u> TOLL FREE <u>800-321-7694</u> FAX <u>304-345-8907</u>

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: HHR150000007

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

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

Addendum Numbers Received:

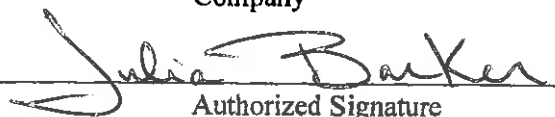
(Check the box next to each addendum received)

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

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

Drug Testing Centers of America Corporate Office LLC

Company



Authorized Signature

June 30, 2015

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

Certificate of Accreditation



The Substance Abuse and Mental Health
Services Administration

certifies that

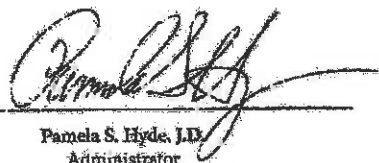
Clinical Reference Lab

Lenexa, KS

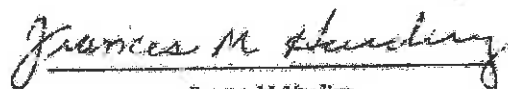
NLCP Laboratory Number: 0007

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 21, 1989



Pamela S. Hyde, J.D.
Administrator
Substance Abuse and Mental Health Services Administration



Frances M. Harding
Director
Center for Substance Abuse Prevention

MROCC
Medical Review Officer Certification Council
Certifies that

JOHN S. TETRICK, M.D.

has successfully met all eligibility and examination criteria
and is hereby designated a
Certified Medical Review Officer



Certificate No.



Effective this 5th day of JUNE 20 12

Expires on 5th day of JUNE 20 17

Elizabeth Guersch MD
Chairman, Board of Directors

Benjamin Gerson MD
Secretary, Board of Directors



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/01/2015

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 OF 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 J Ryan Insurance Group, Inc 508 16th Street Ashland, KY 41101 Phone (606) 325-0607 Fax (606) 325-0670		CONTACT NAME mark hanni PHONE (A/C, No. Ext.) (606) 325-0607 FAX (A/C, No.) (606) 325-0670 E-MAIL ADDRESS mark@jryangroup.com															
INSURED Drug Testing Centers of America Corporate Office 100 Lee St West Charleston, WV 25302		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A:																	
INSURER B:																	
INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES**CERTIFICATE NUMBER:****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 SUBR INSR WVO	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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		825 (15) 55 38 09 17	10/27/2014	10/27/2015	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (if a constituent) \$ 1,000,000.00 MED EXP (Any one person) \$ 15,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - CONSPOR AGG \$ 2,000,000.00 \$ COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$ \$ <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER CA E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYE \$ E.L. DISEASE - POLICY LIMIT \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					
B	Professional Liability		SM903444	10/03/2014	10/03/2015	\$1,000,000/\$3,000,000

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

A. Bodily Injury and Property Damage are included in Commercial General Liability per occurrence

CERTIFICATE HOLDER**CANCELLATION**

State of West Virginia 350 Capital Street Charleston, WV 25301	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 Mark Hanni
--	---

**DRUG TESTING CENTERS OF AMERICA CORPORATE OFFICE LLC
100 LEE STREET WEST
CHARLESTON, WV 25302
PHONE: 304-344-8378, FAX: 304-344-0069**

RE: HHR1500000007

If awarded the contract associated with RFQ HHR1500000007 Drug Testing Centers of America Corporate Office agrees to comply with all specifications of said RFQ.

Record Retention and Confidentiality:

Drug Testing Centers of America shall maintain records pertaining to the contract for five (5) years following the end of the contract period. Should there be any litigation or issues related to the contract we shall also maintain the records for five (5) years following the termination of any litigation that has not terminated within the above five (5) year period.

Invoices and Payments:

Drug Testing Centers of America shall submit monthly invoices, in arrears, to the DHHR for all services provided pursuant to the terms of the contract.

**DRUG TESTING CENTERS OF AMERICA CORPORATE OFFICE
100 LEE STREET WEST
CHARLESTON, WV 25302
PHONE: 304-344-8378, FAX: 304-344-0069**

Qualifications

Drug Testing Centers of America is a qualified drug and alcohol testing company that has demonstrated its' expertise and experience in drug and alcohol testing for the required five (5) years and is an active member of Drug and Alcohol Testing Industry Association (DATIA). This company also follows all DOT collection protocols.

Professional references:

Worldwide Equipment
Angela McKinney
73 WE Drive
Prestonsburg, KY 41653
606-874-2772

Arch Coal
Bill Haines
1200 Tygart Drive
Grafton, WV 26354
304-265-9710

Ginny Fitzwater
Bureau for Behavioral Health and Health Facilities
350 Capitol Street
Room 350
Charleston, WV 25301
Phone: 304-356-4819

City of Charleston
Karen Thaxton
501 Virginia St. East
Charleston, WV 25330
304-348-8015

DRUG TESTING CENTERS OF AMERICA CORPORATE OFFICE
100 LEE STREET WEST
CHARLESTON, WV 25302
PHONE: 304-344-8378, FAX: 304-344-0069

Mandatory Requirements: Drug Testing Centers of America will meet or exceed all mandatory requirements as indicated in Section 4 of the RFQ.

1. Drug Testing Centers of America will provide all forms, collections kits and miscellaneous supplies necessary for the collection, transportation, and analyses of specimens.
2. Drug Testing Centers of America will also ensure that the collection of specimens meets the requirements in 49 CFR Part 40. We may use a mobile collection vehicle, off-site or on-site collection facilities and agree that all conditions required by Part 40 will be met.
3. Drug Testing Centers of America will provide scheduled service Monday through Friday, between 7:00 a.m. and 5:00 p.m. We shall also provide 24-hour service for reasonable suspicion testing on an as-needed basis and will supply an emergency telephone number for each collection facility to provide specimen collection services after regular office hours.
4. We will ensure that all collection site personnel are trained in compliance with 49 CFR Part 40. All specimens will be processed and shipped, in accordance with applicable Federal regulations to the appropriate testing laboratory, utilizing the split sample method.
5. We shall utilize Clinical Reference Laboratory (CRL) as the DHHS/SAMHSA (Department of Health and Human Services) approved laboratory. CRL shall perform chemical analyses of urine specimens to include the following ten drug classifications:
 - A. Amphetamines
 - B. Cannabinoids (THC)
 - C. Cocaine
 - D. Opiates
 - E. Phencyclidines (PCP)
 - F. Barbiturates
 - G. Benzodiazepines
 - H. Methadone
 - I. Propoxyphene
 - J. Methaqualone

**DRUG TESTING CENTERS OF AMERICA CORPORATE OFFICE
100 LEE STREET WEST
CHARLESTON, WV 25302
PHONE: 304-344-8378, FAX: 304-344-0069**

6. Drug Testing Centers of America shall utilize a Certified Medical Review Officer (MRO). Dr. John Tetrick of Nationwide Medical Review is certified in accordance with 49 CFR Part 40.
7. We will provide confirmed test results to the facility administrator or designee, via confidential means, immediately upon confirmation by the but not later than 72 hours after receipt of the specimen by the laboratory. All laboratory records will be maintained as mandated by 49 CFR Part 40, and will supply those records to the DHHR as required.
8. The account manager, Julia Barker, will be available to the facilities during normal business hours, (Monday through Friday, between 7:00 AM and 5:00 PM) to answer questions and resolve problems. Emergency contact numbers for the account manager will be supplied in addition to the office number of 304-344-8378.
9. A written recapitulation of the testing program activity will be supplied to each Facility/Bureau/Office on a monthly basis as well as a comprehensive listing to each Human Resources Director.
10. Drug Testing Centers of America shall, upon request, prepare a litigation package and/or provide expert witness testimony regarding the accuracy of specific employee test results should the results and subsequent actions be challenged by the employee.
11. Drug Testing Centers of America, as an independent contractor, shall be solely liable for the omissions of its employees and agents. As required, we shall maintain liability insurance for loss, damage, or injury of parties arising from acts and omissions on the part of Drug Testing Centers of America, and its' employees.
12. Drug Testing Centers of America will provide an up-to-date, legally sufficient reasonable suspicion/for-cause training program curriculum, including, at minimum, editable PowerPoint (or similar format agreed to by the parties) presentation with trainer's manual and references for DHHR training purposes upon request by the Agency.

State of West Virginia

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 Vendor Preference, if applicable.

1. Application is made for 2.5% 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% 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% 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% 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% 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% 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.

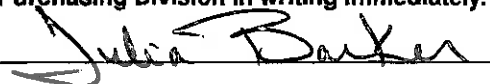
Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to 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: Drug Testing Centers of America Corporate Office LLC

Signed:



Date: June 30, 2015

Title: VP of Operations

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: Drug Testing Centers of America Corporate Office LLC

Authorized Signature: Julia Barker Date: 6/30/15

State of Kentucky

County of Jackson, to-wit:

Taken, subscribed, and sworn to before me this 30 day of June, 2015

My Commission expires August 6, 2017.

AFFIX SEAL HERE

NOTARY PUBLIC Julia Meade