

2017 Proposal for
Employee Drug Testing
for
The West Virginia
Department of Transportation

04/17/17 12:04:15
WV Purchasing Division





3400 Teays Valley Rd.
Suite B
Hurricane, WV 25526
304-397-6551

Reliant Drug Test Solutions, LLC is pleased to submit this proposal to the West Virginia Department of Transportation (WVDOT) for the purpose of providing drug testing of their employees. Reliant Drug Test Solutions acts as a third-party administrator for drug testing throughout West Virginia, Ohio and Virginia. We are located in Hurricane, WV. We currently provide test administration and sample collection for many small businesses throughout our area.

Total Bid - \$229050.00

Please see [Pricing Page](#) for details.

Test Description

The type of test for this proposal will be a DOT 5-Panel Urine Drug Test with medical review of all results. For non-regulated employees, we shall use a 5-Panel "look-alike test with the same parameters as the DOT test. The samples will be collected per DOT Regulations – 49 CFR Part 40 - and transported overnight via national carrier to **Clinical Reference Laboratories** (CRL), which will provide the initial and subsequent screening as needed. All results will be submitted to **Accu-Results, Inc.** where Drs. Dangaria and Qavi, certified Medical Review Officers, will review and, taking into account the employee's medical condition and current prescriptions, render the final result.

The above test screens for the analytes/metabolites of the following drugs or drug classes:

Substance
Amphetamines including Methamphetamine and Ecstasy
THC - Marijuana
Cocaine (Benzoyllecgonine)
Opiates including 6-AM for Heroin
PCP

This test also screens for Creatinine levels (dilute specimen check) and well as Nitrites and Chromium (adulterant check)

Collection Methods

Reliant Drug Test Solutions' goal is to assure accurate collection and chain-of-custody procedures that protect the individuals' privacy and the test validity. We follow guidelines established by the US Department of Transportation 49 CFR Part 40 of the Federal Register as well as guidelines from the Substance Abuse and Mental Health Services Administration (SAMHSA). From the preparation of the collection site, the thorough completion of the paperwork, the shipping of the specimens to the lab, the accessioning of samples at the lab through to the results reporting, Reliant Drug Test Solutions takes the extra step.

Specimens may be collected at our office or on-site. Reliant Drug Test Solutions personnel will collect the specimens and ship them, overnight, to our lab - CRL, Inc. in Lenexa, Kansas.

When necessary, Reliant shall use **MedExpress** as their local clinic sites for local collections. MedExpress has over 28 locations all across West Virginia. In the event a MedExpress location is not available, Reliant will locate a collection site within a reasonable distance from the DOH locations.

All samples will be split specimens to preserve the integrity of the samples in the event of a challenge of the results by an employee or agent. All challenges will be at the employee's expense and will be based on the confirming laboratories charges.

Procedure for Results Notification

Reliant Drug Test Solutions uses a proprietary and secure results reporting cloud based software - TestChecks. All results are stored online in a secure and password protected server.

The WVDOT shall select at least one Designated Employer Representative (DER) whose duty will be to receive all results. When results are available, Reliant Drug Test Solutions shall send an email to the DER informing them that results are available for viewing. The DER will log onto our secure site using their username and password. Results can then be printed as needed or stored electronically.

Only the DER will have access to this secured web-site by way of a username and password.

Procedure when a Test is Positive

All specimens must go through a double testing procedure before it is reported as positive. If the initial qualitative test indicates positive, the sample is then quantitatively confirmed by Gas Chromatography / Mass Spectrometry (GC/MS) or Liquid Chromatography and Tandem Mass Spectrometry (LC/MS/MS) to indicate accurate substance levels. If both tests indicate positive, the results are then reported to the Medical Review Officer (MRO). The MRO would then contact the donor to discuss any prescription medication taken under the direct supervision of a licensed physician. If the donor is able to show that the positive test is the result of a valid medical reason, the test result shall be determined to be Negative. If the donor is unable to provide a satisfactory medical explanation, the test result is reported as Positive.

Random Selection

Reliant Drug Test Solutions will place every eligible employee into a specifically created data base for random selection. Employees will be randomly selected by computer and those names shall be presented to the DER.

The WVDOT will provide Reliant Drug Test Solutions with an Excel spreadsheet listing of all eligible employees, including their ID numbers and location. At a minimum, this list will be updated quarterly (monthly preferred) and a new Excel spreadsheet sent to Reliant Drug Test Solutions.

Our computerized random selection service is included in the price per test. There is no set-up fee or annual maintenance fee.

Records Retention

Reliant Drug Test Solutions will retain all records in accordance with the rules set by the US Department of Transportation. This usually means records will be held at our facility or secured off-site location for 5 years.

Laboratory

CRL, Inc. is a SAMHSA Certified laboratory employing the latest in drug testing technology. Their SAMHSA Certificate is included with this package. They are located at 8433 Quivira Road, Lenexa, Kansas 66215, 800-445-6917.

Medical Review Officer

Accu-Result, LLC is our MRO Service. Drs. Harsh Dangaria, MD and Shabaz Qavi, MD are the certified Medical Review Officers, along with Wase Qawi Abdul, MBBS, DA, MHA, MBA, a certified MRO Assistant. Copies of their certifications are included in this package. Accu-Result is located at 12585 White Cedar Trail, Jacksonville, FL 32226, 904-999-0501.

Other documents included in this Proposal:

- ✓ Vendor Instructions – signed
- ✓ Request for Quotation - Specifications
- ✓ Pricing Page – signed
- ✓ Vendor Preference Certificate – signed
- ✓ General Terms and Conditions – signed
- ✓ Addendum Acknowledgement
- ✓ Purchasing Affidavit – signed and notarized
- ✓ HIPAA Business Associate Addendum – signed
- ✓ Copy of Exhibit B
- ✓ Worker's Comp Insurance Certificate
- ✓ Certificate of Liability Insurance Certificate
- ✓ Certification for both DOT Specimen Collectors and Breath Alcohol Technicians
- ✓ SAMHSA Laboratory Certification
- ✓ MRO Certification
- ✓ Final ARFQ - Signed

About Us – a brief synopsis

Reliant Drug Test Solutions, LLC is locally owned and operated. We have provided this service to the PSC for the last 3 years, during which we have been praised for our professionalism and promptness. Our collectors and technicians have over 20 years' experience combined.

Our facility is conveniently located at 3400 Teays Valley Rd, Suite B, in Hurricane, WV. Our office hours are 8:00 to 5:00 Monday through Thursday and 8:00 to 1:00 on Friday. However, we are available for drug and alcohol testing 24 hours per day, seven days per week.

The focus of Reliant Drug Test Solutions is strictly drug/alcohol testing and background checks. Because we do not do any other ancillary laboratory work or other similar business, your employees are usually in and out of our facility in less than 10 minutes. We prefer to do our testing by appointment, but walk-ins are certainly welcome. There is no additional charge for a walk-in test.

Reliant is a member of the national Drug and Alcohol Testing Industry Association as well as the Putnam County Chamber of Commerce.

Because we are locally owned and operated, we can be available to the WVDOT as needed. If desired, we can be available for educational meetings of the DER and staff.

We would also be proud to offer speakers for functions or other informational meetings in order to help educate your staff on drugs and drug abuse in America and specifically in our community. Free educational material is available to anyone at our office in Hurricane.

We thank you for taking the time to look over our proposal. We are available to answer any questions you may have concerning the proposal or anything contained therein. It is a privilege to be able to submit this proposal.

Steve Patrick, President, Owner
Reliant Drug Test Solutions, LLC
3400 Teays Valley Rd Suite B
Hurricane, WV 25526
304-397-6551
304-552-2375 – after hours
Info@ReliantDrugTestSolutions.com
www.ReliantDrugTestSolutions.com

Pricing Pages

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

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

	Usage Sample Totals	Unit of Measure	Cost Of Each Test/Item	Total For Each Line
1. Drug Screening	2000	per test	\$ 80.00	\$ 160,000.00
After Hours	30	per test	\$ 100.00	\$ 3,000.00
2. Alcohol Testing	700	per test	\$ 25.00	\$ 17,500.00
After Hours	20	per test	\$ 45.00	\$ 900.00
3. Professional Services				
Collector Testimony	10	per day	\$ 50.00	\$ 500.00
Deposition	10	per day	\$ 100.00	\$ 1,000.00
Expert Witness Testimony	10	per day	\$ 100.00	\$ 1,000.00
Laboratory Litigation Packages	2	each	\$ 200.00	\$ 400.00
4. Clinics (total cost, i.e. charge for clinic visit + cost of test)	600	per test	\$ 65.00	\$ 39,000.00
5. Blind Specimens	54	per specimen	\$ 25.00	\$ 1,350.00
6. No-Show Charges	70	per occurrence	\$ 50.00	\$ 3,500.00
7. Reasonable Susp/Post-Accident-No notice given (total for both breath test and urine collection)				
Business Hours (work days)	5	both tests	\$ 80.00	\$ 400.00
After hours and weekends	5	both tests	\$ 100.00	\$ 500.00
			Total	\$ 229,050.00

Include the name of the software or internet-based result reporting: TestChecks

The vendor shall be required to perform all of the services named above. Failure to provide the services and bid prices shall result in disqualification of the bid. Altering this form in any way other than entering the required information shall

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: Reliant Drug Test Solutions, LLC

Authorized Signature: *[Signature]* Date: 4/15/2017

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 15th day of April, 2017.

My Commission expires September 23, 2017.

AFFIX SEAL HERE

NOTARY PUBLIC *Betty A. Corsaro*



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:

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.

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: Mark Atkins, File#33
SOLICITATION NO.: CRFQ 0803 DOT1700000074
BID OPENING DATE: April 18, 2017
BID OPENING TIME: 1:30pm EST
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

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

BID TYPE: (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).

Bid Opening Date and Time: April 18, 2017 @ 1:30pm EST

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

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

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

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

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

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

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

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

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

CRFQ 0803 DOT1700000074
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 West Virginia Department of Transportation (WVDOT) to establish an open-end contract for drug and alcohol testing services including employees in all fifty-five (55) counties. These services will include generating random selections, preparing annual information reports, coordinating urine and/or breath collections, coordinating laboratory testing, and work site collections.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section III, Subsection 1 below.

 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.

 - 2.3 **“Testing Locations”** means the locations on-site testing will be performed attached hereto as **Exhibit B**.

 - 2.4 **“Title 49 CFR Part 40”** is the United States Department of Transportation Workplace Drug and Alcohol Testing Program Policy attached hereto as **Exhibit C**.

 - 2.5 **“RFQ”** means the official request for quotation published by the Purchasing Division and official notice of opportunity to supply the State with goods or services.

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

 - 2.7 **“SAMHSA”** Substance Abuse and Mental Health Services Administration

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

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REQUEST FOR QUOTATION
Drug and Alcohol Testing Services

3.1.1 Drug and Alcohol Testing Services

3.1.1.1 The vendor shall produce random selections in compliance with Title 49 CFR Part 40. (see **Exhibit C**).

3.1.1.2 The vendor shall provide for mobile, on-site testing of urine in compliance with Title 49 CFR Part 40 (see **Exhibit C**).

3.1.1.2.1 Vendor shall provide necessary collection and identification supplies and transportation costs from the collection site to a Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory.

3.1.1.2.2 The split sample method of collection, handling, and storage is to be utilized.

3.1.1.2.3 The vendor will provide a confirmatory test on all positive drug screens using gas chromatography/mass spectrometry technology.

3.1.1.2.4 Drug test results will be reported to the WVDOT no later than 4:00p.m. Eastern Time on the third business day following the date of a test.

3.1.1.2.4.1 If not reported by that time, the WVDOT will not be charged for the test, and the vendor will not reschedule a test for the purpose of meeting this required timeframe.

3.1.1.2.4.2 For the purposes of this requirement, business days are Monday through Friday.

3.1.1.3 The vendor will provide for mobile, on-site alcohol testing .

3.1.1.3.1 Tests must be conducted using equipment approved by the U.S. Department of Transportation and found on their Conforming Products List at this website: <https://www.transportation.gov/odapc/approved-alcohol-screening-devices>.

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- 3.1.1.3.2** Tests must follow U.S. Department of Transportation collection protocols, found in Title 49 CFR Part 40 (see **Exhibit C**).
- 3.1.1.3.3** The vendor must provide for a confirmatory alcohol test on all breath concentrations measuring at 0.02% blood-alcohol content, or above.
- 3.1.1.4** Upon arrival at an Agency location, the vendor will not begin random testing without the presence of the Agency's site supervisor who conducts the drug and alcohol testing program for that specific organization.
- 3.1.1.5** The vendor must include the cost of qualified Medical Review Officer (MRO) in their per test cost.
 - 3.1.1.5.1** The MRO must be a full-time MRO.
- 3.1.1.6** The vendor shall provide mobile testing and testing services, from 7:00am until 5:00pm EST.
 - 3.1.1.6.1** After hours services (including Saturdays and Sunday collections, if necessary) shall be required in emergency situations.
- 3.1.1.7** A same day, or one day response shall be required after employees' testing details are submitted to the Vendor from the WVDOT's designated coordinator(s).
 - 3.1.1.7.1** These statewide tests must be scheduled by the Vendor within the next two business days, either at their own locations, or using clinics.
- 3.1.1.8** If it is not possible to collect a urine sample (e.g. vehicle accident) the vendor shall provide for the collection of blood specimens.
- 3.1.1.9** The vendor shall provide for the submission of blind samples as required by §49CFR40.103.
- 3.1.1.10** The vendor shall provide a secured internet-based result reporting and random pool maintenance module at no cost to the WVDOT for tracking, management and record maintenance of the WVDOT program.

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- 3.1.1.10.1** The internet-based result reporting site utilized must contain all necessary components to permit the Medical Review Officer's report to be submitted and contained in the database.
- 3.1.1.10.2** The vendor must provide the WVDOT with inquiry access to the internet-based site from a WVDOT personal computer located in the offices of the WVDOT Human Resourced Division.
- 3.1.1.10.3** The vendor may be required to demonstrate in person at no cost to the WVDOT all functions relative to program tracking, management, and record maintenance in the WVDOT Human Resources Division.
 - 3.1.1.10.3.1** The WVDOT reserves the right to determine acceptability based on the security of the transmission along with the limit of access to any transmission, storage, or retrieval systems and to approve or reject software or internet-based result reporting.
- 3.1.1.10.4** The Vendor shall be required to name the software or internet-based result reporting proposed for used under this contract on the pricing pages.
 - 3.1.1.10.4.1** Failure to submit the name of the proposed software in the bid shall result in rejection of the bid.
- 3.1.1.11** The vendor shall ensure that strict rules of confidentiality are maintained at all times.
 - 3.1.1.11.1** The vendor must agree to complete a HIPAA Business Associate Addendum (**Exhibit D**) and promote responsible practices when the handling, sending, or receiving of employees' Personal Health Information is involved.
- 3.1.1.12** The vendor must submit a list of sub-contractors used for the maintenance of this contract upon the Agency's request.

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3.1.1.13 The vendor shall provide on the pricing pages (**Exhibit A**) its costs for common, expected drug and alcohol testing services.

3.1.1.14 The WVDOT will pay the vendor for each test that's processed at the agreed per-test rates submitted within the vendor's bid.

4. CONTRACT AWARD:

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

4.2 Pricing Pages: All per test costs are to be based upon an all-inclusive collection as seen through the entire process of analysis, culminating with the certification of results and proper reporting of such results to the Human Resources Division or the appropriate Agency Program Manager. Alcohol and drug screening requires separate pricing. Regular hours testing (Monday-Friday, 7:00 a.m. -5:00 p.m.) and after hours testing (Saturday and Sunday, weekdays 5:01 p.m. -6:59 a.m.) requires separate pricing. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and are attached to this solicitation. The Excel document has been formatted to calculate the vendor's response in the Cost of Each Test/Item column for the Total for Each Line and Bid Total. The vendor is still responsible to ensure the calculations for their bid is correct. The Vendor can request an electronic copy for bid purposes by sending an email request to the following address: mark.a.atkins@wv.gov.

CRFQ 0803 DOT1700000074
REQUEST FOR QUOTATION
Drug and Alcohol Testing Services

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall schedule Agency employees for Pre-employment, Return-to-duty, or Follow-up testing appointments within two (2) working days after the employees' information and locale are received. The vendor shall begin the scheduling process immediately (within one (1) hour), upon notification from the Agency, when emergency issues (Post-Accident or Reasonable Suspicion) are involved. The vendor is expected to supply the Agency with twenty-four (24) hour/daily-availability contact information for such testing scenarios, and should respond to the Agency's requests within one (1) hour to relay all necessary details to complete the employee's tests.
- 6.2 Late Delivery:** There will be no late fees. All billing and payments will follow the price-per-test on the Pricing Page (Exhibit A), and cost will be charged corresponding to the type of test that is completed.
- 6.3 Delivery Payment/Risk of Loss:** Agency will incur no cost if the testing sample is accidentally discarded, damaged, or destroyed by the Vendor or their associates.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items/Services to be unacceptable, the Vendor will make every effort to correct mistakes to maintain efficiency and protect the integrity of the Agency's testing program. Being a Federally regulated program, any action that does not meet, or exceed those regulations will be regarded as unacceptable. Should the Agency ask for reports or forms to be resent, due to mail mishandling or digital file problems, the Vendor will not charge an additional, or penalty fee.

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REQUEST FOR QUOTATION
Drug and Alcohol Testing Services

6.5 Return Due to Agency Error: The Agency reserves the right to cancel testing at any time for an individual or group due to extenuating circumstances, the needs of the State, or Agency error. The Vendor will not charge an additional, or penalty fee.

7. VENDOR DEFAULT:

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

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

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

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

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- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 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: Cathy Miller
Telephone Number: 304-397-6551
Fax Number: 304-397-6552
Email Address: Cathy@ReliantDrugTestSolutions.com

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;
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **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 that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's 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) rescind the contract or purchase order; 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.

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: Recom Data Test Solutions, LLC Signed: [Signature]
Date: 4/15/17 Title: owner

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

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

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

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

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

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

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

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

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

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

Term Contract

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

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

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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.

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.

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.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. 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 in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

\$1,000,000.00 _____

Automobile Liability Insurance in at least an amount of: _____

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:

Commercial Crime and Third Party Fidelity Insurance in an amount of:

Cyber Liability Insurance in an amount of: _____

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

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

n/a

for n/a

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

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

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

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. 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.

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

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

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

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

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

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

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

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

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

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

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

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

30. 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.

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

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

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

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

33. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by 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”). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

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

 , Owner

(Name, Title)
Steve Patrick, Owner

(Printed Name and Title)
3400 Teays Valley Rd, Hurricane, WV 25526


(Address)
Phone - 304-397-6551 or 304-552-2375 Fax - 304-397-6552

(Phone Number) / (Fax Number)
Steve@ReliantDrugTestSolutions.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that 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.

Reliant Drug Test Solutions, LLC

(Company)
 , Owner

(Authorized Signature) (Representative Name, Title)
Stephen Patrick

(Printed Name and Title of Authorized Representative)
4/15/2017

(Date)
Phone - 304-397-6551 Fax - 304-397-6552

(Phone Number) (Fax Number)

SOLICITATION NUMBER: CRFQ 0803 DOT1700000074

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ 0803 DOT1700000074 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To publish the Agency's response to the Vendor's questions submitted during the Technical Question period.

No other changes made.

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.

DOT DRUG AND ALOCHOL TESTING SERVICES

If applicable, the original language in contract will be listed first with question and answer to follow.

1. Question # 1: What is the average number of drug tests completed on a yearly basis for WV DOH?

Answer: WVDOT's current random testing rate for Covered Employees is 50% for drug tests, and 25% for alcohol tests, annually. An average year for DOH's total testing is around: 1900 drug tests and 650 alcohol tests

2. Concerning Exhibit A – Pricing Page

Question # 2: As far as drug screen and BAT pricing our understanding is this is what is being requested:

- A. Mobile on-site scheduled testing- during business hours
- B. Mobile on-site scheduled testing- after business hours
- C. Mobile on-site unscheduled testing- during business hours
- D. Mobile on-site unscheduled testing- after business hours

Answer: Yes, but in addition, we would expect that clinics would be needed for frequent, often daily, Pre-employment tests, and at other times. We need those charges (Pricing Page-#6 Clinics) as well.

3. Question # 3: Would there be a need to have clinics identified that you might send employees to during business hours for collection or is it all done via mobile collection?

Answer: Yes, upon award of the contract the Agency would need to know the designated Clinics, so as to communicate the Clinic's name and location to the employee, or prospective employee to complete their testing.

4. Question # 4: Who is your current TPA?

Answer: Health Research Systems inc./EMSI (HRS) of Huntington, WV.

5. Question #5: What laboratory are you using for the analysis?

Answer: Through HRS, our laboratory is MedTox of Saint Paul, MN.

6. **Question #6:** Please provide a current list of your collection sites.

Answer: Exhibit B lists around sixty (60) WVDOT addresses that are sites for random testing. Also, our current Vendor utilizes twenty (20) Clinics, conveniently located across the state to meet the demand for frequent testing.

7. **Question #7:** On Exhibit A- #4 – Please explain Clinics- what are you referring to?

Answer: Clinics are third party individuals designated by you to perform drug and alcohol testing on your behalf. This would be for single tests where cost or time requirements would keep the vendor from performing the test.

8. **Question #8:** Do you do any Non-DOT testing? If yes, how many were completed in 2016?

Answer: Some vehicle mechanics, even though they do not possess a Commercial Drivers' License, are regulated to participate with our Testing Program. These employees, approximately fifty (50), are the only employees who could be considered as Non-DOT.

9. **Question #9:** Do you require on-site collections? If yes, please provide the names of the on-site collectors.

Answer: Yes, HRS's (see Question #4) employees complete all on-site collections. In 2016, we utilized their services to complete on-site collections on approximately 80 different days. On an average day of testing, the collector(s) will be expected to visit 2 or 3 testing locations. In 2016, over 1300 on-site urine samples, and over 600 breath samples were processed.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO 0803 DOT1700000074

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.

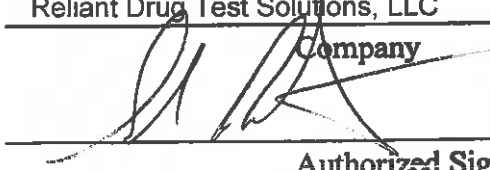
Addendum Numbers Received:

(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 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.

Reliant Drug Test Solutions, LLC

Company


Authorized Signature
4/15/2017

Date

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/14/2017

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

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

PRODUCER The Hilb Group of West Virginia LLC P. O. Box 1068 Scott Depot WV 25560		CONTACT NAME: Suzanne Nutter PHONE (A/C, No, Ext): (304) 757-4919 E-MAIL ADDRESS: suzanne.nutter@hilbgroup.com	
INSURED Reliant Drug Test Solutions LLC 3400-B Teays Valley Road Hurricane WV 25526		FAX (A/C, No): (304) 757-2787	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Brickstreet Mutual Insurance Co. NAIC # 12372	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1731438128 **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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	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					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
7.	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WCB1015438	3/1/2017	3/1/2018	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 300,000 E.L. DISEASE - EA EMPLOYEE \$ 300,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

Evidence of Coverage

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

Suzanne Nutter/SMN

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

State of West Virginia
 Request for Quotation
 23 - Laboratory

Proc Folder: 311235

Doc Description: ADDENDUM_1: Drug and Alcohol Testing Services

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-04-10	2017-04-18 13:30:00	CRFQ 0803 DOT1700000074	2

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:

Reliant Drug Test Solutions, LLC
 3400 Teays Valley Rd Suite B
 Hurricane, WV 25526
 Phone - 304-397-6551
 Fax - 304-397-6552

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Signature X

FEIN # 27-1760640

DATE 4-15-2017

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

ADDITIONAL INFORMATION:

ADDENDUM 1: Is issued for the following:

1. To publish the Agency response to the Vendor(s) questions submitted during the Technical Question period.

NO OTHER CHANGES.

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS HUMAN RESOURCES DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A317 CHARLESTON WV25305 US	DIVISION OF HIGHWAYS HUMAN RESOURCES DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A317 CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Pricing shall be completed on Exhibit A Pricing Page.				

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

DRUG AND ALCOHOL TESTING SERVICES:

Note: Vendor shall use Exhibit_A Pricing Page(s) for bid pricing.

If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line. Vendor shall enter pricing into the Exhibit_A Excel page and must attach with bid. See section 18 of Instructions to Bidders.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by:	2017-04-03

DOT1700000074	Document Phase Final	Document Description ADDENDUM_1: Drug and Alcohol Testing Services	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

**State of West Virginia
 Request for Quotation
 23 - Laboratory**

Proc Folder: 311235

Doc Description: Drug and Alcohol Testing Services

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-03-24	2017-04-18 13:30:00	CRFQ 0803 DOT1700000074	1

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:

Reliant Drug Test Solutions, LLC
 3400 Teays Valley Rd Suite B
 Hurricane, WV 25526
 Phone - 304-397-6551
 Fax - 304-397-6552

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Signature X

FEIN # 27-1760640

DATE 4-15-2017

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

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation (WVDOT) to establish an open-end contract for drug and alcohol testing services including employees in all fifty-five (55) counties. These services will include generating random selections, preparing annual information reports, coordinating urine and/or breath collections, coordinating laboratory testing, and work site collections, per attached documents.

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS HUMAN RESOURCES DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A317 CHARLESTON WV25305 US	DIVISION OF HIGHWAYS HUMAN RESOURCES DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A317 CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Pricing shall be completed on Exhibit A Pricing Page.				

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :**DRUG AND ALCOHOL TESTING SERVICES:**

Note: Vendor shall use Exhibit_A Pricing Page(s) for bid pricing.

If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line. Vendor shall enter pricing into the Exhibit_A Excel page and must attach with bid. See section 18 of Instructions to Bidders.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by:	2017-04-03

DOT170000074	Document Phase Final	Document Description Drug and Alcohol Testing Services	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

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

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

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

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

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

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

2. Permitted Uses and Disclosures.

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

3. Obligations of Associate.

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

f. Support of Individual Rights.

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

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

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

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

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

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

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

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

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

4. Addendum Administration.

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

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

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

5. General Provisions/Ownership of PHI.

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

AGREED:

West Virginia Department

Name of Agency: of Transportation

Name of Associate:

STEPHEN PATRICK for
RELIANT DRUG TEST
SOLUTIONS

Signature: _____

Signature: _____

Title: _____

Title: OWNER

Date: _____

Date: 4/15/17

Form - WVBA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF June 20 17
Patrick Morley
Attorney General
BY _____

Appendix A

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

Name of Associate: _____

Name of Agency: West Virginia Department of Transportation

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

All possible personal health information.

TESTING LOCATIONS**District One – 1330 Smith Street, Charleston, WV 25301 (304) 558-3001**

<u>County</u>	<u>Location</u>	<u>Phone</u>
Mason	Point Pleasant, WV	(304) 675-0853
Putnam	Hurricane, WV	(304) 562-6641
Kanawha	Elkview, WV	(304) 965-2860
	North Charleston	(304) 744-3050
	Chelyan, WV	(304) 595-1313
	Saint Albans, WV	(304) 722-0600
Clay	Clay, WV	(304) 587-4241
Boone	Danville, WV	(304) 369-7808

District Two – 801 Madison Avenue, Huntington, WV 25712 (304) 528-5600

<u>County</u>	<u>Location</u>	<u>Phone</u>
Cabell	Barboursville, WV	(304) 528-5674
Wayne	Wayne, WV	(304) 272-5127
Lincoln	West Hamlin, WV	(304) 824-3434
Logan	Wilkinson, WV	(304) 792-6227
Mingo	Williamson, WV	(304) 235-6003

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

<u>County</u>	<u>Location</u>	<u>Phone</u>
Pleasants	Belmont, WV	(304) 665-2466
Wood	Parkersburg, WV	(304) 420-4699
Ritchie	Harrisville, WV	(304) 869-3331
Wirt	Elizabeth, WV	(304) 275-4211
Calhoun	Millstone, WV	(304) 354-9227
Jackson	Ripley, WV	(304) 372-7857
Roane	Spencer, WV	(304) 927-0962

District Four – 2460 Murphy's Run Rd, Bridgeport, WV 26330 (304) 842-1500

<u>County</u>	<u>Location</u>	<u>Phone</u>
Monongalia	Morgantown, WV	(304) 285-3207
Preston	Albright, WV	(304) 329-0192
Marion	Fairmont, WV	(304) 367-2730
Harrison	Clarksburg, WV	(304) 627-2140
Taylor	Grafton, WV	(304) 265-6110
Doddridge	West Union, WV	(304) 627-2412

District Five – 2120 Northwestern Tpk, Burlington, WV 26710 (304) 289-3521

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

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

<u>County</u>	<u>Location</u>	<u>Phone</u>
Hancock	New Cumberland, WV	(304) 238-1200
Brooke	Wellsburg, WV	(304) 238-1199
Ohio	Triadelphia, WV	(304) 238-1203
Marshall	Glen Dale, WV	(304) 843-4055
Wetzel	New Martinsville, WV	(304) 843-4058
Tyler	Sistersville, WV	(304) 843-4057

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

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

District Eight – 1101 N. Randolph Ave, Elkins, WV 26241 (304) 637-0220

<u>County</u>	<u>Location</u>	<u>Phone</u>
Tucker	Parsons, WV	(304) 478-2304
Randolph	Elkins, WV	(304) 637 -0265
Pendleton	Franklin, WV	(304) 358-2702
Pocahontas	Marlinton, WV	(304) 799-4867

District Nine – 146 Stonehouse Rd., Lewisburg, WV 24901 (304) 647-7450

<u>County</u>	<u>Location</u>	<u>Phone</u>
Nicholas	Summersville, WV	(304) 872-0811
Fayette	Oak Hill, WV	(304) 256-6940
Greenbrier (Eq Shop)	Lewisburg, WV	(304) 647-7553
Summers	Hinton, WV	(304) 466-2802
Monroe	Union, WV	(304) 772-3037

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

<u>County</u>	<u>Location</u>	<u>Phone</u>
Raleigh	Beckley, WV	(304) 256-6746
Wyoming	Pineville, WV	(304) 732-7563
Mercer	Princeton, WV	(304) 425-2782
McDowell	Welch (Havaco), WV	(304) 436-8411

ADDITIONAL LOCATIONS

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

**Potomac Eagle Excursion
Wappocomo Station
149 Eagle Drive
Romney, WV 26757
(304) 424-0736**

**West Virginia Parkways Authority
3310 Piedmont Road
Charleston, WV 25325
(304) 561-0539**

**WV Division of Highways Equipment Division
83 Brushy Fork Road
Buckhannon, WV 26201
(304) 473-5500**

**WV Division of Highways
Materials Control, Soils & Testing Division
190 Dry Branch Road
Charleston, WV 25306
(304) 558-3160**



CRL is a privately held clinical testing laboratory offering leading edge services in the areas of Global Clinical Trials, Wellness, Molecular Diagnostics, Insurance Risk Assessment, and Drugs of Abuse Testing.

Clinical Reference Laboratory, Inc. (CRL) performs hundreds of thousands of tests every day for clients large and small. We have dedicated facilities in North America and Europe, with over 275,000+ square-feet of laboratories, logistics and office space. Our staff of over 600 associates work around-the-clock to process and report results seven days a week. We serve many of the largest organizations in the world in retail, transportation, pharmaceutical, healthcare and finance. We analyzed over 100 million tests in the past year alone and have a capacity of over 300 million tests per year.

Yet you may have never heard our name. Our mission isn't to be the most recognized laboratory in the world, but the best. We aim to work behind the scenes to provide our clients a competitive edge. And for over thirty years CRL has succeeded in that mission, delivering personalized service and customized solutions to our clients, while quietly growing to become one of the leading laboratories in the world.

And despite our size and our success, we've never lost sight of our core values or our future direction. Under the same core management for more than two decades, we have built a financially-strong business by embracing our 9 cultures and values, remembering Each and Every Sample is a Life Entrusted to Our Care®, and by Serving One Another.

As a result, CRL is more than just a lab. We are an undisputed leader in laboratory testing and a trusted partner to the clients we serve. Whether your needs are modest or extensive, one sample a month or thousands of tests every day, CRL has the quality, expertise and capacity to meet your needs and the passion and commitment to care for every sample you entrust to us.

With a test menu ranging from routine laboratory services to the latest in molecular testing, we are committed to providing high quality science with a human touch.





CLINICAL REFERENCE
LABORATORY

Mission, Vision, and Values

Mission

Clinical Reference Laboratory's mission is to provide a competitive advantage for our clients. We are dedicated to personalized service, the most rapid turnaround time in the industry, innovative information management systems, and accurate testing technology.

Vision

Clinical Reference Laboratory's vision is to be the undisputed leader in providing customized health information services to selected markets.

Values

- **Client Focus** *We endeavor to fulfill our clients' individual needs, creating customized solutions and providing them a competitive advantage.*
- **Commitment** *We endeavor to dedicate ourselves to helping each other do our best.*
- **Compassion** *We endeavor to be generous, empathic, considerate and kind in our interactions with others.*
- **Flexibility** *We endeavor to be open and accommodating in our actions and decisions.*
- **Integrity** *We endeavor to Adhere to a code of ethics that promotes confidence and trust.*
- **Perseverance** *We endeavor to stay the course until we achieve success.*
- **Quality** *We endeavor to exhibit and exceed the highest standards of excellence in every aspect of our lives.*
- **Service to Humanity** *We endeavor to enhance lives through scientific contributions, technology, and good deeds, without considering self-interests.*
- **Teamwork** *We endeavor to work together to achieve common goals and a meaningful purpose in our lives, and the lives of others.*

Certificate of Accreditation



The Substance Abuse and Mental Health
Services Administration
certifies that

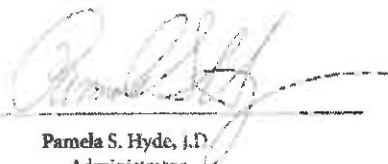
Clinical Reference Lab

Lenexa, KS

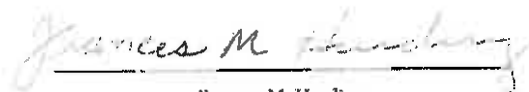
NLCP Laboratory Number: 0007

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 24, 1989



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



Frances M. Harding
Director
Center for Substance Abuse Prevention



AMERICAN COLLEGE OF
OCCUPATIONAL AND
ENVIRONMENTAL MEDICINE

Certificate of Completion

Wase Abdul

has completed ACOEM's
Medical Review Officer (MRO) Assistant Training

*This represents 7.5 hours of educational instruction created
specifically for the MRO Assistant*

As of: 4/20/2016



A handwritten signature in cursive script, reading "Lisa J. Mikita".

Lisa J. Mikita, CMP, CAE
ACOEM Education Coordinator

MROCC
Medical Review Officer Certification Council
Certifies that

HARSH TRIKAMBHAI DANGARIA, M.D.

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



Effective this 6th day of MAY 2014

Expires on 6th day of MAY 2019

Elizabeth French, MD
Chairman, Board of Directors

Alvin Lee, MD
Secretary, Board of Directors



Currently Certified as a Medical Review Officer by MROCC

Name:	Shahbaz Qavi, MD
Certification Number:	16-11686
Certification Cycle:	April 17, 2016 to April 17, 2021
Company:	
Address Line 1:	1395 Neil Armstrong Dr Apt 21
Address Line 2:	
City:	West Lafayette
State:	IN
Country:	USA
Email:	shahbazqavi@gmail.com
Date Printed:	April 18, 2016
Source:	MROCC website. The verification of certification using this web site meets primary source requirements as defined by JCAHO and NCQA.

This notice serves as verification that the above referenced physician is a certified Medical Review Officer (MRO) through the Medical Review Officer Certification Council (MROCC). MROCC certifies, through an eligibility process and written examination, licensed physicians who have had appropriate CME training and experience in performing the essential duties of the MRO. Certification is intended to ensure the public of quality services and the maintenance of ethical conduct by qualified physicians involved in drug and alcohol testing review.

MROCC's certification examination is annually reviewed and approved by the Department of Health and Human Services, and fulfills the requirement for certification of Medical Review Officers as established by the Department of Transportation in its Procedures for Transportation Workplace Drug and Alcohol Testing Programs 49 CFR Part 40 of the Federal Register.

CERTIFICATE

This is to certify that

MERANDA LEWIS

Has successfully completed a

BREATH ALCOHOL TECHNICIAN

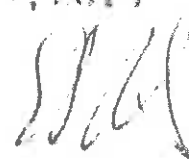
TRAINING COURSE ON APRIL 9, 2019

(X) Proficient in 49 CFR Part 40 Procedures.

(X) Proficient in the operation of EBT

Lifeloc Technologies - Phoenix 6.0BT
EBT Make and Model

Expires April 9, 2020



Steve Patrick, Instructor

Reliant

Drug Test Solutions, LLC

1400 B Days Valley Rd
Hurricane, WV, 25526

101.317.6551

CERTIFICATE

This is to certify that

CATHERINE CRABTREE

Has successfully completed a

BREATH ALCOHOL TECHNICIAN

TRAINING COURSE ON JULY 19, 2012

(X) Proficient in 49 CFR Part 40 Procedures

(X) Proficient in the operation of EBT

Lifeloc Technologies—Phoenix 6.0BT
EBT Make and Model

Expires: July 19, 2017



Steve Patrick, Instructor

Reliant

Drug Test Solutions, LLC

3400-B Teays Valley Rd
Hurricane, WV, 25526
304397-6551

CERTIFICATE

This is to certify that

STEVE PATRICK

Has successfully completed a

BREATH ALCOHOL TECHNICIAN

TRAINING COURSE ON JANUARY 5, 201

(X) Proficient in 49 CFR Part 40 Procedures

(X) Proficient in the operation of EBT

Lifeloc Technologies --Phoenix 6.0BT
EBT Make and Model

Expires: January 5, 2022


Meranda Lewis, Instructor

 **Reliant**
Drug Test Solutions

3400-B Teays Valley Rd
Hurricane, WV, 25526
304-397-6551

CERTIFICATE

This is to certify that

SHERRY HUFF

Has successfully completed a

BREATH ALCOHOL TECHNICIAN

TRAINING COURSE ON MAY 25, 2016

(X) Proficient in 49 CFR Part 40 Procedure

(X) Proficient in the operations of IBI

Lifec Technologies Phoenix 6.0BI
IBI Make and Model

Expires May 25, 2017



Steve Patrick, Instructor



400 E. Lees Valley Rd
Hurricane, WV, 25936
(304) 791-6541

CERTIFICATE

This is to certify that

MERANDA LEWIS

Has successfully completed a

DOT DRUG TEST COLLECTOR

TRAINING COURSE ON FEBRUARY 24, 2015

(X) Proficient in 49 CFR Part 40 Procedures
Instruction by Quest Diagnostics and Reliant

(X) Proficient in Procedures of Urine Collection
Successful completion of 5 mock collections



Steve Patrick, Instructor

Expires: February 24, 2020

Reliant
Drug Test Solutions, LLC

5400-B Teays Valley Rd
Hurricane, WV, 25836
TEL: 397-6551

CERTIFICATE

This is to certify that

CATHERINE CRABTREE

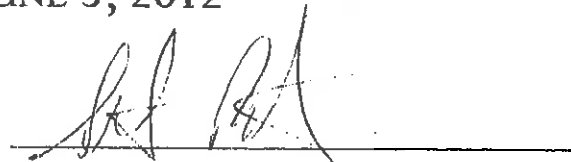
Has successfully completed a

DOT DRUG TEST COLLECTOR

TRAINING COURSE ON JUNE 5, 2012

- (X) Proficient in 49 CFR Part 40 Procedures
Instruction by Quest Diagnostics

- (X) Proficient in Procedures of Urine Collection
Successful completion of 5 mock collections



Steve Patrick, Instructor

Expires: June 5, 2017

Reliant
Drug Test Solutions, LLC

3400-B Teays Valley Rd
Hurricane, WV, 25526
304-397-6551

CERTIFICATE

This is to certify that

SHERRY HUFF

Has successfully completed a

DOT DRUG TEST COLLECTOR

REFRESHER COURSE ON SEPTEMBER 28, 2016

- (X) Proficient in 49 CFR Part 40 Procedures
- (X) Proficient in Procedures of Urine Collection
Successful completion of 5 mock collections

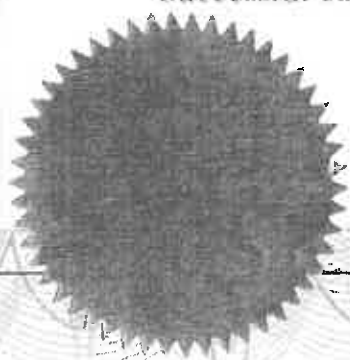


Steve Patrick, Instructor

 **Reliant**
Drug Test Solutions

3400-B Teays Valley Rd
Hurricane, WV, 25526
304397-6551

Expires: September 28, 2021



CERTIFICATE

This is to certify that

STEVE PATRICK

Has successfully completed a

DOT DRUG TEST COLLECTOR

REFRESHER COURSE ON MARCH 3, 2015

(X) Proficient in 49 CFR Part 40 Procedures

(X) Proficient in Procedures of Urine Collection
Successful completion of 5 mock collections

Cathy Crabtree
Cathy Crabtree, Instructor

Expires: March 2, 2020

Reliant
Drug Test Solutions, LLC

3400-B Yeays Valley Rd
Hurricane, WV, 25526
304-397-5551

CERTIFICATE

This is to certify that

TRACY CHAPMAN

Has successfully completed a

DOT DRUG TEST COLLECTOR

TRAINING COURSE ON DECEMBER 30, 2013

(X) Proficient in 49 CFR Part 40 Procedures
Instruction by Quest Diagnostics, Reliant

(X) Proficient in Procedures of Urine Collection
Successful completion of 3 mock collections

Cathy Cradtree
Cathy Cradtree, Instructor

Expires December 30, 2018

Reliant

Drug Test Solutions, LLC

1400-B Teays Valley Rd
Martinsburg, WV 26106
304.497.6551