



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

Header 3

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 700205

Procurement Type: Central Master Agreement

Vendor ID: 000000207186

Legal Name: HEALTH RESEARCH SYSTEMS INC

Alias/DBA:

Total Bid: \$0.00

Response Date: 05/11/2020

Response Time: 11:08

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2000000154

Published Date: 5/1/20

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Status: Closed

Solicitation Description: ADDENDUM 4 DRUG AND ALCOHOL TESTING (832000057)

Total of Header Attachments: 3

Total of All Attachments: 3



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

State of West Virginia
 Solicitation Response

Proc Folder : 700205

Solicitation Description : ADDENDUM 4 DRUG AND ALCOHOL TESTING (8320C0057)

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-05-12 13:30:00	SR 0803 ESR05112000000006564	1

VENDOR

000000207186

HEALTH RESEARCH SYSTEMS INC

Solicitation Number: CRFQ 0803 DOT2000000154

Total Bid : \$0.00

Response Date: 2020-05-11

Response Time: 11:08:41

Comments:

FOR INFORMATION CONTACT THE BUYER

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

Signature on File

FEIN #

DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	DRUG & ALCOHOL TESTING				\$0.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description : 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.

EXHIBIT A PRICING PAGE

CRFQ DOT2000000154

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, 6:30 am - 5:00 pm) and after hours testing (Saturday, Sunday, and weekdays 5:01 pm - 6:29 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. On-Site Urine Collection	1400	per test	33.5	46,900.00
On-Site Urine Colleciton- After Hours	10	per test	33.5	335.00
2. On-Site Alcohol Testing	700	per test	8	5,600.00
On-Site Alcohol Testing-After Hours	10	per test	8	80.00
3. Professional Services				
Collector Testimony	2	per day	0	0.00
Deposition	1	per day	0	0.00
Expert Witness Testimony	2	per day	0	0.00
Laboratory Litigation Packages	1	each	0	0.00
4. Scheduled Clinic Visits				
Urine Collections	1200	per test	42.25	50,700.00
Alcohol (Breath) Test	20	per test	42.25	845.00
5. Immediate Testing Requests-No notice given				
Urine Collection - during business hours	5	per test	33.5	167.50
Urine Colleciton - after hours	5	per test	33.5	167.50
Alcohol Test - during business hours	5	per test	8	40.00
Alcohol Test - after hours	5	per test	8	40.00
			Total	\$ 104,875.00

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

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.

Health Research Systems, Inc. (HRS) is pleased to submit this proposal to West Virginia Department of Transportation (WVDOT) **CRFQ DOT 200000154** for drug and alcohol testing services.

HRS is a vendor in good standing with the State of West Virginia and a long-time provider of services to various state agencies. HRS is also registered with the West Virginia Secretary of State's office and the State Purchasing Division.

At HRS we are aware of the requirement for WVDOT to have a highly qualified provider that can ensure the delivery of all the required services in a timely and cost-effective manner. At HRS we have in place the systems and processes necessary to meet the state's requirement for an effective and efficient drug testing program.

Health Research Systems, Inc. (HRS) is a privately held West Virginia corporation based in Huntington, WV. The HRS Huntington and Columbus offices have expert personnel as well as the experience necessary to coordinate a program as intricate as the one proposed by WVDOT. The Huntington, WV office will be responsible for the day-to-day operations of the program.

Mr. Michael Day, President and CEO of HRS, has twenty nine (29) years of experience coordinating specimen collection and laboratory services for health services testing. He is able to provide expert testimony on program administration that stands behind the specimens collected by HRS personnel. Mr. Day works to stay current on federal regulations relevant to the drug free workplace in order to provide collectors with the most up-to-date training possible, as well as keep our clients informed of any pertinent changes.

Mrs. Merilee Hutchinson, is HRS's current operations manager with 12 years of management experience and 5 years of experience in the health services industry. Mrs. Hutchinson previously help the Program Administrator position as well as a Collections Services Technician Trainer and Breath Alcohol Technician. HRS's professional staff currently oversees the operation of over 100 programs of this nature with approximately 10,000 covered employees involved in these programs. HRS collects over 30,000 drug and alcohol collections per year.

Requirements

3.1.1 Drug and Alcohol Testing Services

3.1.1.1 HRS is highly capable to produce random selections for the employees whose job duties place them into the Department's programs. HRS also has the capability to provide separate pools for each identified entity of this proposal.

3.1.1.2 HRS has been providing mobile drug and alcohol collections for over 29 years in compliance with Title 49 CFR Part 40. HRS is highly capable of providing such services required by WVDOT to complete random drug and alcohol testing onsite.

3.1.1.2.1 HRS ships all collected specimens to Alere Toxicology, a SAMHSA certified laboratory via Fed-Ex.

3.1.1.2.2 HRS only uses the split sample method for all of their collections as well as handling and storage.

3.1.1.2.3 HRS does have the capability to provide the collection of blood specimens when necessary.

3.1.1.2.4 HRS will provide a confirmatory test on all positive drug screens using gas chromatography/mass spectrometry technology.

3.1.1.3 HRS will provide for mobile, on-site (breath) alcohol testing

3.1.1.3.1 HRS utilizes only breath alcohol equipment approved by the U.S. Department of Transportation. HRS currently utilizes the Alco-Sensor VXL which can be found on the Conforming Products List.

3.1.1.3.2 HRS staff is fully trained in accordance with U.S. Department of Transportation collection protocols in Title 49 CFR Part 40. All collections are completed following these protocols.

3.1.1.3.3 HRS will provide for a confirmatory alcohol test on all breath concentrations measuring at 0.02% blood-alcohol content, or above.

3.1.1.4 HRS has the capability of providing multiple mobile collectors to perform urine and breath collections at up to five separate locations on the same date. Typically HRS will provide 2 mobile collectors on-site for 25 employees or more.

3.1.1.5 HRS will not begin random testing without the presence of the Agency's site supervisor, duly assigned to oversee that locations' testing process.

3.1.1.6 HRS has included the cost of a qualified Medical Review Officer (MRO) in our price per test cost.

3.1.1.6.1 HRS utilizes Dr. Stephen Kracht for their Medical Review Officer needs. Dr. Kracht is a full-time Medical Review Officer.

3.1.1.7 HRS will provide mobile testing and testing services from 6:30am until 5:00pm EST.

3.1.1.7.1 HRS provides services to all of their clients 24/7/365.

3.1.1.8 HRS has a large network of clinic locations across the state to meet the agency's demand for pre-employment drug testing.

3.1.1.8.1/3.1.1.8.2 HRS utilizes myescreen for scheduling clinic drug and alcohol testing. If the need arises that a testing event needs to be scheduled outside of this, HRS is more than happy to assist the WVDOT in scheduling such events.

3.1.1.9 HRS utilizes myescreen for their secured internet-based result reporting. HRS also utilizes RedArrow as their random pool maintenance model at no cost to the WVDOT for tracking, management and record maintenance of the WVDOT program.

3.1.1.9.1 HRS is more than happy to demonstrate in person at no cost to the WVDOT all functions relative to program tracking, management, and record maintenance in WVDOT Human Resources Division.

3.1.1.9.2 HRS has included the software or internet-based result reporting proposed for use under this contract on the pricing pages.

3.1.1.10 HRS ensures that strict rules of confidentiality are followed at all times. HRS has completed a HIPAA Business Associate Addendum and has included it with this proposal.

3.1.1.11 HRS is happy to provide a list of sub-contractors used for the maintenance of this contract upon the Agency's request.

3.1.1.12 HRS has provided on the pricing pages its costs for common, expected drug and alcohol testing services.

3.1.1.13 HRS accepts that WVDOT will pay the vendor for each test that's processed at the agreed per-test rates.

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.

Merilee Hutchinson, Operations Manager

(Name, Title)

Merilee Hutchinson, Operations Manager

(Printed Name and Title)

821 6th Avenue Huntington, WV 25701 P. O. Box 524 Huntington, WV 25710

(Address)

304-529-4453 866-945-9153

(Phone Number) / (Fax Number)

mhutchinson@healthresearchsystems.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.

Health Research Systems, Inc.

(Company)

Merilee Hutchinson, Merilee Hutchinson, Operations Manager
(Authorized Signature) (Representative Name, Title)

Merilee Hutchinson, Operations Manager

(Printed Name and Title of Authorized Representative)

05/11/2020

(Date)

304-529-4453 866-945-9153

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DOT2000000154

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

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

Health Research Systems, Inc.

Company

Mailee Hutchinson

Authorized Signature

5/11/2020

Date

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

Revised 6/8/2012

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Health Research Systems, Inc. Address: 821 6th Avenue
Huntington, WV 25701

Name of Authorized Agent: Merilee Hutchinson Address: 821 6th Avenue Huntington, WV 25701

Contract Number: DOT2000000154 Contract Description: Drug and Alcohol Testing Services

Governmental agency awarding contract: West Virginia Department of Transportation

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below

Med Express, E-Screen, Dr. Stephen Krack, Braxton Memorial, Grant Memorial

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: Merilee Hutchinson

Date Signed: 05/11/2020

Notary Verification

State of West Virginia, County of Cabell:

I, Charlene Casto, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 11th day of May, 2020.

Charlene Casto
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Health Research Systems, Inc.

Authorized Signature: *Merilee Hutchinson* Date: 05/11/2020

State of West Virginia

County of Cabell, to-wit:

Taken, subscribed, and sworn to before me this 11 day of May, 2020.

My Commission expires October 9, 2023



NOTARY PUBLIC *Charlene Casio*