



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

# Request for Quotation

RFQ NUMBER
WWV12886

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
PAUL REYNOLDS 304-558-0468

RFQ COPY  
TYPE NAME/ADDRESS HERE  
Health Research Systems, Inc.  
P.O. Box 524  
Huntington, WV 25710

WORKFORCE WEST VIRGINIA  
OFFICE OF ADMIN. SUPPORT-5302  
  
112 CALIFORNIA AVENUE  
CHARLESTON, WV  
25305-0112 304-558-2631

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/10/2012				
BID OPENING DATE: 05/30/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		EA		961-48	SEE PAGE 9	COST RESPONSE
	MANDATORY DRUG SCREENING SERVICES					
	OPEN END CONTRACT					
	THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA WORKFORCE IS SOLICITING BIDS FOR MANDATORY DRUG SCREENING PER THE ATTACHED SPECIFICATIONS.					
	EXHIBIT 3					
	LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.					
	UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.					
	DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Kenneth W. Sch...</i>	304-529-4453	6/13/2012
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
OPERATIONS MGR.	55-0703755	

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



## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she 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/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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Department of Administration  
Purchasing Division  
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BID OPENING DATE:

05/30/2012

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

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Department of Administration  
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THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM. INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.						
WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.						
REV. 01/17/2012						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				PAUL REYNOLDS	FILE 43	
RFQ. NO.:				WWV12886		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-558-4953 EXT 302	6/13/2012
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
OPERATIONS MGR	55-0703755	

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BID OPENING DATE: 05/30/2012						
BID OPENING TIME: 01:30 P.M.						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
304-529-4459						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
KEN SCHNEIDER						
ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.						
***** THIS IS THE END OF RFQ WWV12886 ***** TOTAL:						

SEE Pg. 9  
COST RESPONSE

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Kurt W. St...</i>		TELEPHONE <i>304-529-4453 EN</i>	DATE <i>6/13/2012</i>
TITLE <i>OPERATIONS MGR</i>	FEIN <i>55-0703755</i>		ADDRESS CHANGES TO BE NOTED ABOVE

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## EXHIBIT 10

REQUISITION NO.: WWV12886

## ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED  
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY  
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

## ADDENDUM NO.'S:

NO. 1 ✓ KNSNO. 2 ✓ KNSNO. 3 ✓ KNS

NO. 4 .....

NO. 5 .....

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE  
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR  
MUST CLEARLY 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.



SIGNATURE

KEN SCHNEIDER



COMPANY



DATE

STATE OF WEST VIRGINIA  
WORKFORCE WEST VIRGINIA  
REQUEST FOR QUOTATION  
WWV12886

**Purpose**

WorkForce West Virginia (WFWV) is soliciting bids from qualified vendors to provide mandatory drug screening required for individuals desiring to participate in training offered through the WorkForce Investment Act (WIA) Title I National Emergency Grant Training and WIA Title I Adult, Dislocated Worker, and Youth programs.

**Overview**

Pursuant to Section 181(f) of WIA Title I, State Workforce Agencies are authorized to test and sanction WIA participants for the use of controlled substances. Effective July 1, 2012, WFWV is authorized to be screening all participants that enter into training-level (ITA) services funded by WIA Title I, individual training accounts and on-the-job training (OJT) for the specified drugs identified in this RFQ. WFWV prefers to begin the drug screening on July 1, 2012 or as soon thereafter as any contract resulting from this RFQ allows.

**Scope of Services**

The successful vendor will work cooperatively with the WFWV staff to provide drug screening/testing services for approximately nine hundred (900) individuals per year who are referred for training-level programs funded by WIA Title I National Emergency Grant Training, and WorkForce Investment Act Title I Adult, Dislocated Worker and Youth. The results of the drug testing will be used by WFWV to determine training and/or employment opportunities offered to and/or denied the clients.

The successful vendor shall provide drug testing in accordance with the following mandatory specifications:

- (a) The successful vendor must be certified by the Substance Abuse and Mental Health Services Administration (SAMHSA).
- (b) The successful vendor shall be responsible for collecting urine samples to test for substance abuse from WFWV clients referred to the vendor from WFWV for the following substances:
  - Amphetamines
  - Cannabinoids/THC
  - Cocaine
  - Opiates
  - Phencyclidine (PCP)

- Benzodiazepines
  - Propoxyphene
  - Methadone
  - Barbiturates
  - Synthetic narcotics
- (c) The successful vendor shall provide the required testing at the vendor's facilities located throughout the State of West Virginia.
- (d) The successful vendor must accept walk-in clients.
- (e) The successful vendor's business hours must accommodate clients between the hours of 8:00 am and 5:00 pm Monday through Friday, except for State holidays.
- (f) The successful vendor shall require that clients referred by WFWV have a valid Drug Test Authorization Form (as developed by WFWV) signed by a representative of WFWV and shall ensure that no drug tests are given after the date established on said form.
- (g) The successful vendor shall test, record, submit for review, and legally support confirmations of test specimens in conformity within the concentration cutoff levels set forth below:

Initial Test Analyte	Initial Test Cutoff Concentration	Confirmatory Test Cutoff Concentration
Amphetamines	1000 ng	500 ng
Cannabinoids/THC	50 ng	15 ng
Cocaine	300 ng	150 ng
Opiates	2000 ng	2000 ng
Phencyclidine (PCP)	25 ng	25 ng
Benzodiazepines	300 ng	300 ng
Propoxyphene	300 ng	300 ng
Methadone	300 ng	300 ng
Barbiturates	300 ng	300 ng
Synthetic narcotics	2000 ng	2000 ng

- (h) The successful vendor must have the capability to provide screening cutoffs that are flexible and can be changed within a 30-day period as requested by WFWV.



- (i) The successful vendor will determine the appropriate nanogram cut-off levels for drugs that have no threshold listed above.
- (j) The successful vendor will have all test results reviewed by a Medical Review Officer (MRO).
- (k) The successful vendor will agree that specimens testing positive after both the screening and confirmation test shall be considered positive for the purpose of retaining the sample. Positive samples shall be retained in a frozen state by the successful vendor for at least 365 calendar days.
- (l) The successful vendor shall provide any and all follow-up testing or analysis required to either confirm a positive result or eliminate a false positive.
- (m) The successful vendor will inform the participant of drug screen results via US Postal Service within 48 hours after collection of specimen for negative tests. For positive results, the participant shall be informed within 48 hours after review of the results by the MRO.
- (n) The vendor shall ensure that all test results are clearly marked as Pass or Fail.
- (o) The successful vendor shall maintain an internet-based database of the test results. At minimum, this database should include: client name, address, social security number, and the test results.
- (p) The successful vendor will provide confidential access to designated WFWV employees to this database.
- (q) The successful vendor must maintain client records for six (6) years following the expiration/cancellation of any contract resulting from this RFQ.
- (r) At no additional cost to the agency whatsoever, the successful vendor shall support WFWV and the State of West Virginia with respect to all challenges, legal or otherwise, related to its product, processes, confirmations, including providing answers to interrogatories, depositions, and providing an expert witness or witnesses to testify in court and other witnesses if needed to support its chain of custody and efficacy of its product and laboratory confirmation services.
- (s) The successful vendor must have testing/collections sites within 20 miles of WFWV local offices as shown on Attachment I. Upon award of a contract resulting from this RFQ, the successful vendor shall provide WFWV with a list of testing facilities along with their respective address and mileage from the WFWV office nearest said facility listed.
- (t) The successful vendor will provide documentation for each test that includes the following:
  - 1. Chain of Custody documentation that will accompany the urine specimen at all times, from collection to testing.
  - 2. The documentation will include a statement indicating that the specimen was sealed and/or labeled for identification purposes at its collection.

3. The documentation will include spaces for printed names and signatures of the employee(s) who collect the urine specimen.
4. The documentation will include a statement whereby the donor of the urine specimen certifies that the specimen container was sealed and labeled in his/her presence. The statement of certification will be followed by a space for witness verification.
- (u) The successful vendor shall ensure complete integrity of each specimen tested and the respective test results. Receiving, transfer and handling of all specimens by laboratory personnel shall be fully documented using chain-of-custody documentation compliant with DOT/NIDA.
- (v) The successful vendor must ensure that any subcontracted facilities or services utilized by the vendor must meet all of the mandatory requirements provided in this RFQ.
- (w) The successful vendor must be able to provide services at all locations specified with this RFQ within fifteen (15) days of issuance of any contract resulting from this RFQ.
- (x) The only costs associated with this RFQ will be the per test fee and will be based on actual number of tests conducted. WFWV will not pay any additional fees whatsoever, which includes fees for handling of rejected specimens or those otherwise unfit for testing or for specimen adulteration assays.
- (y) The successful vendor will adhere to the strict rules of confidentiality, issued by or through the United States Department of Transportation during any contract resulting from this RFQ and/or after termination/cancellation of said contract.
- (z) The successful vendor must submit detailed, itemized invoices to WFWV on a monthly basis and will be reimbursed in arrears in accordance with West Virginia State Code.
- (aa) The successful vendor will not assign, transfer or delegate interest in any contract resulting from this RFQ without the prior written consent of WFWV.

#### Experience and Qualifications

- (a) Prior to the award of any contract resulting from this RFQ, the successful vendor must be in good standing with all State of West Virginia governmental offices (i.e., Unemployment Compensation, Insurance Commission, and the Purchasing Division)
- (b) The successful vendor must employ a full-time, board certified, toxicologist of the American Board of Forensic Toxicology
- (c) The successful vendor must be registered with the West Virginia Secretary of State's Office and the Purchasing Division of the Department of Administration, prior to award of any contract resulting from this RFQ.
- (d) The successful vendor must sign, without altering, the following documents which are attached to this RFQ as exhibits:
  - 1) Purchasing Affidavit, attached hereto as Exhibit 1
  - 2) Agreement Addendum (WV-96), attached hereto as Exhibit 2

- (e) The successful vendor must employ the services of a Medical Review Officer (MRO) as defined by the United States Department of Transportation, Office of Drug and Alcohol Policy and Compliance.
- (f) All facilities utilized by the successful vendor must be SAMHSA certified.
- (g) The successful vendor must adhere to the regulations put forth by the United States Department of Transportation.

Vendor's Proposed Cost: \$ 47.25 per test for 900\* tests per year = \$ 42,525.00 ,

\*This number is an estimate based on training history and is used for calculation purposes only. WFWV does not make any guarantees of the number of actual tests that will be requested per year.

## Attachment 1

## WorkForce West Virginia Field Office Listing

Beckley 200 Value City Center Beckley, WV 25802	Morgantown 304 Scott Avenue Morgantown, WV 26508
Charleston 1321 Plaza East Charleston, WV 25325	Parkersburg 300 Lakeview Center Parkersburg, WV 26101
Clarksburg 321 West Main Street Clarksburg, WV 26302	Putnam #19 Putnam Village, Hurricane Teays, WV 25569
Elkins 1023 North Randolph Avenue Elkins, WV 26241	Moorefield 1929 State Road 55 Moorefield, WV 26836
Fairmont 320 Adams Street, Suite 107 Fairmont, WV 26554	Summersville 830 Northside Drive Summersville, WV 26651
Huntington 2699 Park Avenue, Suite 240 Huntington, WV 25704	Welrton 100 Municipal Plaza Welrton, WV 26062
Logan 300 Prosperity Lane Logan, WV 25601	Welch 110 Park Avenue, Suite 100 Welch, WV 24801
Martinsburg 891 Auto Parts Place, Suite 1314 Martinsburg, WV 25402	Wheeling 1275 Warwood Avenue Wheeling, WV 26003
Princeton 195 Davls Street Princeton, WV 24740	Pt. Pleasant 404 Main Street Pt. Pleasant, WV 25550

**Health Research Systems, Inc.**  
**Technical Response to RFQ #: WWV12886**

**Mandatory Drug Screening**

**For**

**Workforce West Virginia**

**Submitted:  
June 14 2012**



## INTRODUCTION

Health Research Systems, Inc. (HRS) is pleased to submit this proposal to Workforce West Virginia (WFWV) for **RFQ # WWV12886, Mandatory Drug Screening 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 WFWV 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 Charleston offices have expert personnel as well as the experience necessary to coordinate a program as intricate as the one proposed by WFWV. 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 one (21) 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.

**Mr. Ken Schneider** is HRS's current operations manager with 20 + years experience in the health services industry. Mr. Schneider is recognized by The Drug and Alcohol Testing Industry Association (DATIA) as a certified Drug and Alcohol Testing Program Administrator. Mr. Schneider is also a certified Collection Technician and Breath Alcohol Technician Trainer. HRS uses only certified collectors and breath alcohol technicians. HRS currently provides administration for over 125 Drug-Free environment programs with more than 15,000 individuals involved in these programs.

## SCOPE OF WORK – Technical Specifications

HRS, partnering with MEDTOX Laboratories and ClearStar Logistics Medical Review Office utilizing Compliance Information Systems Assistant PRO software, offers a total drug screening package.

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

1. A wide network of clinics and collection sites capable of accommodating the needs of this program as stated in the RFQ.
2. The use of only SAMHSA – certified laboratories that employ a full-time toxicologist certified by the American Board of Forensic Toxicology.
3. Specimen collection conducted according to accepted guidelines and practices established by DHHS/NIDA and the USDOT to ensure security, integrity and confidentiality of specimen collections, donor information and test results. All specimens will be collected utilizing the "Split Specimen Collection Process" which in the case of a test challenge allows for the secondary analysis of the "B" sample at another SAMHSA certified laboratory. All specimens will be tested using an initial immunoassay screening process and in the event of a "non-negative" screen an automatic GC/MS confirmation test to confirm the positive result or eliminate a false positive.
4. HRS currently provides drug testing services to WVDHHR, Child Protective Services utilizing a printed referral form as described in this RFQ. We are familiar with, and equipped to handle this requirement.
5. Specimen testing for each of the drugs listed in the RFQ with the specified cutoff levels whenever possible. The drugs tested for are:

Amphetamines  
Cannabinoids / THC  
Cocaine  
Opiates  
Phencyclidine  
Benzodiazepines  
Propoxyphene  
Methadone  
Barbiturates  
Synthetic narcotics (Opiates), as required by the RFQ

6. Adherence to SAMHSA and USDOT established guidelines for specimen handling, shipping, results reporting and records retention.
7. All necessary collection supplies to include overnight transportation of the specimen (according to laboratory specifications) back to the lab for testing.

8. Unlimited toll-free phone access to expert help.
9. Expert testimony if required for litigation.
10. Internet and Intranet-based resulting and administration software which allows authorized WFWV personnel to receive results and other information electronically.
11. Specimens collected are documented on an accepted Chain of Custody Form (CCF). The CCF accompanies the specimen at all times, from collection to analysis. The CCF contains all pertinent information regarding the test and includes an acknowledgement from the donor that all seals and security labels were placed in their presence. The CCF is signed by both the specimen collector and the donor.

The following sections will detail the specifications and services requested for this RFQ.

## **Vendor Requirements**

### **Specimen Collection, Laboratory, and Results Reporting**

HRS will provide a SAMHSA certified laboratory. The split sample method of collection, handling and storage will be utilized as well as other USDOT collection protocols unless otherwise specified by WFWV. All specimens are initially screened for the presence of drug metabolites utilizing immunoassay technology. All positive screens are automatically confirmed using gas chromatography / mass spectrometry (GC/MS) at no additional fees. Split specimen positive screens will be forwarded for testing at a different SAMHSA approved laboratory upon donor's written request. Drug tests will be reported to WFWV according to the specifications detailed in the RFQ. WFWV will not be charged for tests that are not reported within the specified time frame if the delay was due to the negligence of the provider.

### **LABORATORY SERVICES**

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

**MEDTOX Laboratories, Inc**  
**402 West County Road D**  
**St. Paul, MN 55112**  
**Phone: 800.832.3244**  
**[www.medtox.com](http://www.medtox.com)**

All specimens are initially screened for the presence of the required drug metabolites utilizing immunoassay technology. All positive screens are automatically confirmed using gas chromatography / mass spectrometry (GC/MS) at no additional fees. Split specimen positive screens will be forwarded for testing at a different SAMHSA approved laboratory upon donor's request and approval by WFWV.

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

### **Medical Review Officer Services**

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

**ClearStar Logistics  
Medical Review Office  
1122 S. Wickham Road, Suite D  
West Melbourne, FL 32904  
Telephone: 1.321.821.3383  
Fax: 1.360.326.1808**

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

All laboratory-positive results will be downloaded to the ClearStar MRO for review. In the event of a laboratory positive the MRO will perform a telephonic interview with the donor to determine any "legitimate" causes (prescription medication, food sources, etc.). If necessary, the donor may be requested to provide proof of prescription, or medical records. The MRO may find it necessary to speak with the donor's pharmacy or physician to verify prescription information and or medical history.

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

### **Confidentiality**

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

### **Other Relevant Services**

HRS will provide relevant program services such as collector testimony, expert witness testimony, MRO testimony, and laboratory litigation packages as needed to maintain compliance with policies and procedures according to the guidelines set forth in the RFQ.

## References

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

HRS has provided services for the State of West Virginia since 1995 when federal regulations went into effect mandating drug and alcohol testing for safety-sensitive employees. From 1995 to 2012 HRS has performed approximately 50,000 specimen collections for the State of West Virginia in all situations: random, pre-employment, reasonable cause, follow up and emergency testing. We have performed testing in each of the 55 counties in West Virginia at approximately 150 different locations each year. We have worked with the State whenever needed to streamline and simplify their programs to provide the best service available. We have shown that we are dependable as well as accurate and detail-minded, and that we have the experience necessary to provide delivery of the required services in a timely and professional manner. A list of relevant references is provided reflecting HRS's ability, reliability and experience to provide WFWV with the type of drug testing vendor it requires.

### **WVDOT / Division of Highways**

Jeff Black; Human Resource Director  
1900 Kanawha Blvd. East  
Bldg. 5; Rm. 949  
Charleston, WV 25305  
Ph: 304-558-3111  
Fax: 304-558-0340

From 1995 to 2007 and 2011 to present HRS provided collection and testing services to WVDOT/DOH compliant with the requirements of this and previous RFQ's. HRS collects approximately 2000 specimens per year totaling over 25,000 specimens collected.

### **The City of Huntington West Virginia**

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

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



**Lincoln County Board of Education**

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

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

**TRI-STATE TRANSIT AUTHORITY (TTA)**

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

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

**City of Morgantown West Virginia**

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

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

**Other Requirements****Confidentiality / Ownership of Materials**

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

**Implementation**

HRS is prepared to begin providing services to WFWV within 15 days from the award of the contract.

02/24/2012

PRODUCER 304.697.7650 FAX 304.697.7699  
 THORNBURG INSURANCE AGENCY  
 819 SIXTH AVENUE  
 P O BOX 2966  
 HUNTINGTON, WV 25728-2966

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Health Research Systems, Inc.  
 PO Box 524  
 Huntington, WV 25710

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Travelers

INSURER B: The Hartford

00914

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	I-680-6852B388-TCT-12	02/25/2012	02/25/2013	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/>	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
	<input type="checkbox"/>					PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/>					GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/>	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/>	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A		AUTOMOBILE LIABILITY	BA-0782Y426-12-SEL	02/25/2012	02/25/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/>	ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/>	ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/>	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/>	HIRED AUTOS					
<input checked="" type="checkbox"/>	NON-OWNED AUTOS						
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
		<input type="checkbox"/>				AUTO ONLY: AGG	\$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/>					\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	40WECBJ7122	01/13/2012	01/13/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is named as an additional insured with respects to General Liability:  
 subject to policy terms, conditions, limitations & exclusions  
 Workers Comp applies to WV and all states excluding ND, OH, WA, and WY

## CERTIFICATE HOLDER

## CANCELLATION

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Joseph Stanton/KDW

*Joseph A. Stanton*

STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

**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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**Vendor's Name: HEALTH RESEARCH SYSTEMS, INC.Authorized Signature: [Signature] Date: 6/13/2012State of West VirginiaCounty of Cabell, to-wit:Taken, subscribed, and sworn to before me this 13<sup>th</sup> day of June, 2012My Commission expires October 9, 2013

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]