



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: 149538

Doc Description: ADDENDUM 2 DRUG TESTING FOR DJS YOUTH REPORTING CENTERS

Proc Type: Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
2015-11-02	2015-11-10 13:30:00	CRFQ 0621 DJS1600000003	3

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

11/10/15 09:57:35  
 WV Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Crystal Rink  
 (304) 558-2402  
 crystal.g.rink@wv.gov

Signature X

FEIN #

33-0836229

DATE

11/6/15

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

November 6, 2015

State of West Virginia  
Purchasing Division  
2019 Washington ST E  
Charleston, WV 25305-0130

ATTN: Crystal Rink

**RE: CRFQ 0621 DJS1600000003 – ADDENDUM 2 DRUG TESTING FOR DJS YOUTH REPORTING CENTERS**

Enclosed please find PHAMATECH COVER PAGE for **CRFQ 0621 DJS1600000003 –DRUG TESTING FOR DJS YOUTH REPORTING CENTERS** (1 original and 1 copy) with ADDENDUMS NO. 2 signed and attached.

Phamatech, Inc. submitted a completed RFP for the above noted CRFQ and requests that the addendum that were released after the bid was mailed be joined with the RFP for full consideration.

Tracking# and Delivery date of original bid submission:

UPS DELIVERY 11-05-15 TRACKING# **1Z5E186E0156862614**

Please let me know if you have any questions.

Thank you,



Dana M. Conde  
Contract Specialists  
Phamatech, Inc.  
888.635.5840 X 276  
dconde@phamatech.com

**RESENDING PAGE 1 ONLY OF ADDENDUM 2 REQUEST FOR QUOTATION – SIGNATURE MISSING ON PREVIOUS SUBMISSION**

**1 ORIGINAL – 1 COPY**

November 6, 2015

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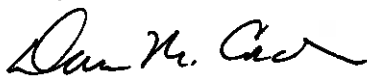
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Signature X

*Don M. Cro*

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DATE

11/6/15

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**ADDITIONAL INFORMATION:**

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF JUVENILE SERVICES, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR DRUG TESTING FOR YOUTH REPORTING CENTERS ACROSS THE STATE PER THE ATTACHED.

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE JUVENILE SERVICES DIVISION OF 1200 QUARRIER ST		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
CHARLESTON	WV25301	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	11 panel (C) Urine	5000.00000	EA	\$7.25	\$36,250.00
1	ADD K2/SPICE		EA	\$25.00	
1	ADD BATH SALTS		EA	\$40.00	

Comm Code	Manufacturer	Specification	Model #
85121800			

**Extended Description :**

Price per test of 11 panel (C) Urine  
estimated annual Qty. 5000 for bid purposes only to include confirmation.

INVOICE TO		SHIP TO	
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CHARLESTON	WV25301	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Confirmation for synthetic drugs	1500.00000	EA	\$9.25	\$13,875.00

Comm Code	Manufacturer	Specification	Model #
85121800			

**Extended Description :**

Price per confirmation of synthetic drugs.  
estimated annual Qty 1500 for bid purposes only.

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ACCOUNTS PAYABLE JUVENILE SERVICES DIVISION OF 1200 QUARRIER ST		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
CHARLESTON	WV25301	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	MRO or Lab Rep as Expert Witness	5.00000	HOUR	\$125.00**	\$625.00**

Comm Code	Manufacturer	Specification	Model #
85121800	<b>**PHAMATECH, INC. - \$125.00 per hour fee for in-court appearances only – telephonic consultations and litigation packets are no charge</b>		

**Extended Description :**  
per hourly rate to include travel.  
estimated annual Qty. 5-hours for bid purposes only.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	10/20/15 2:00 PM EST



DJ5160000003	<b>Document Phase</b> Final	<b>Document Description</b> ADDENDUM 2 DRUG TESTING FOR D JS YOUTH REPORTING CENTERS	<b>Page 4</b> of 4
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER:**  
**Addendum Number:**

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

1. To extend the bid opening date to 11/10/2015 at 1:30 PM EST
2. To provide clarification on technical questions

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

**Terms and Conditions:**

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

# ATTACHMENT A

## CRFQ DJS16\*3 Addendum 2

### Questions and Answers for Clarification

**Question 1:** In question #11, the State indicates that automatic confirmation will be required. Could you please clarify that this confirmation would need to be run by GC-MS or LC-MS/MS confirmation methodology, and not just as a second EIA test?

**Answer 1:** We would request the confirmation run by GC-MS or LC-MS/MS confirmation methodology.

Some vendors may offer a repeat EIA as a confirmation instead of GC-MS or LC-MS/MS; although EIA is a cheaper test to perform, GC-MS and LC-MS/MS offer more sensitivity and specificity than EIA, often provide quantitative results (whereas EIA results are usually qualitative), and are defensible in court.

**Question 2:** In question #13, the State indicates that K2 and Bath Salts would need to be part of the 11 panel screen, but also that they would be available upon request, which are contradictory answers. Can you please clarify which it is to be? K2 and Bath Salts are often costly tests; moreover, they are specialty tests, run through more sensitive testing than a standard drug screen, and take longer to perform. As such, we would advise that the State order these synthetic drugs only upon request and allow vendors to price K2 and Bath Salts as two separate line items.

**Answer 2:** We would ask that these tests be done upon the site specific request only. If they are unable to be incorporated into an 11 panel screen in place of another specific drug we would then request the ability to complete the necessary steps to order this test separately. (for synthetics)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DJS160000003**

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

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

Phamatech, Inc.

\_\_\_\_\_  
Company  
  
Dana McConde/Contract Specialist  
Authorized Signature

Nov. 5, 2015

\_\_\_\_\_  
Date

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

Revised 6/8/2012

November 5, 2015

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Company

  
Dana McConde/Contract Specialist

Authorized Signature

Nov. 5, 2015

Date

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Revised 6/8/2012



---

**COVER PAGE**

**SEALED BID:**

**BUYER:** Crystal Rink

**SOLICITATION NO.:** CRFQ DJS1600000003

**BID OPENING DATE:** November 3, 2015

**BID OPENING TIME:** 1:30 PM EST

**FAX NUMBER:** 304-558-3970

**ORIGINAL**

**SUBMITTED BY:**

PHAMATECH, INC.

DANA M. CONDE

858-643-5555

FAX: 858-635-5843

EMAIL: DCONDE@PHAMATECH.COM

THANK YOU FOR YOUR CONSIDERATION,

  
\_\_\_\_\_



**Table of Contents**

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<b>SECTION: 2</b>	CERTIFICATION & SIGNATURE PAGE & ADDENDUM ACKNOWLEDGEMENT FORM
<b>SECTION: 3</b>	VENDOR PREFERENCE CERTIFICATE
<b>SECTION: 4</b>	PURCHASING AFFIDAVIT
<b>SECTION: 5</b>	CERTIFICATE OF INSURANCE & LAB CERTS
<b>SECTION: 6</b>	SPECIFICATIONS & SIGNATURE
<b>SECTION: 7</b>	
<b>RESPONSE TO SCOPE - PAGE#</b>	
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	<b><u>CONFIRMATION TYPE</u></b>
	<b><u>ADDITIONAL DEPARTMENTS OR AGENCIES (IF ADDED)</u></b>
	<b><u>SUBSTITUTIONS</u></b>
	<b><u>CAPACITY</u></b>
<b>2</b>	<b><u>INVOICING and REPORTING and STATISTICAL REPORTING</u></b>
<b>4</b>	<b><u>QUALIFICATIONS AND EXPERIENCE</u></b>
<b>5</b>	<b><u>KEY PERSONNEL/RESUMES</u></b>
<b>8</b>	<b><u>PERFORMANCE MEASURES</u></b>



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	15	<u>Test Results, Reports and Invoice</u>
	17	Quality Control Plan
	19	<u>Transition-Out-Plan</u>



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# COST PROPOSAL

SUBMITTED SEPERATELY AND SEALED PER REQUIREMENT



---

# COST PROPOSAL

## SEALED BID:

BUYER: Crystal Rink

SOLICITATION NO.: CRFQ DJS1600000003

BID OPENING DATE: November 3, 2015

BID OPENING TIME: 1:30 PM EST

FAX NUMBER: 304-558-3970

**SUBMITTED BY:**

PHAMATECH, INC.

DANA M. CONDE

858-643-5555

FAX: 858-635-5843

EMAIL: [DCONDE@PHAMATECH.COM](mailto:DCONDE@PHAMATECH.COM)

THANK YOU FOR YOUR CONSIDERATION,

A handwritten signature in black ink that reads 'Dana M. Conde'. The signature is written in a cursive style and is positioned above a horizontal line.

---



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

State of West Virginia  
 Request for Quotation  
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Comm Code	Manufacturer	Specification	Model #
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**Extended Description :**

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estimated annual Qty. 5000 for bid purposes only to include confirmation.

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE JUVENILE SERVICES DIVISION OF 200 QUARRIER ST		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
CHARLESTON	WV25301	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Confirmation for synthetic drugs	1500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121800			

**Extended Description :**

Price per confirmation of synthetic drugs.  
estimated annual Qty 1500 for bid purposes only.

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE JUVENILE SERVICES DIVISION OF 1200 QUARRIER ST		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
CHARLESTON	WV25301	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	MRO or Lab Rep as Expert Witness	5.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85121800			

**Extended Description :**  
per hourly rate to include travel.  
estimated annual Qty. 5-hours for bid purposes only.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	10/20/15 2:04 PM EST

<b>DJS1600000003</b>	<b>Document Phase</b> Final	<b>Document Description</b> ADDENDUM 1 DRUG TESTING FOR D JS YOUTH REPORTING CENTERS	<b>Page 4</b> <b>of 4</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER: CRFQ DJS1600000003**  
**Addendum Number: 1**

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

To provide the answers to vendor technical questions

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

**Terms and Conditions:**

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



# ATTACHMENT A

Addendum 1 CRFQ DJS1600000003

Question and answers for clarification.

1. Question: Who is the current vendor for these services?  
Answer: Redwood Toxicology Laboratory.
2. Question: What are the fees you currently pay for these services?  
Answer: \$7.50 per screen
3. Question: Is the current contract available for examination?  
Answer: Yes, It is contract DJS010355. You can request a copy through the WV Purchasing Division.
4. Question: Can you provide the estimated or historical positivity rate, i.e., the percentage of specimens that screen positive for one or more drugs?  
Answer: This data has not historically been tracked. There are 13 different Centers throughout the state that conduct drug testing. Without a formal data base in place an estimated statewide positivity rate would run 70% of those tested.
5. Question: What is your policy with regard to any exceptions a vendor may have to the requirements in the RFQ? That is, how should exceptions, if any, be indicated in the vendor's quote?  
Answer: The offer will reviewed based on need.
6. Question: Specification 3.1.1 indicates that the vendor must perform validity testing that includes Creatinine, Specific Gravity, and pH.
  - a. Do you want the vendor to perform Creatinine, Specific Gravity, and pH testing on ALL specimens?  
Answer (a): It will be acceptable for the vendor to perform a "basic" adulteration check.
  - b. Will it be acceptable for the vendor to perform a "basic" adulteration check (creatinine, inspection for unusual color, odor) on ALL specimens while offering an "extended" adulteration panel that includes Specific Gravity, pH, and Oxidants (nitrates, chromates) that can be performed when the basic check indicates abnormalities (or by customer request)?  
Answer (b): Yes this would be acceptable, same as above. Performing a full validity test that includes Creatinine, Specific Gravity, and pH on all specimens adds significant costs and is not necessary in most cases.
7. Question: Specification 3.1.1.7 states that the vendor must provide an "expert Medical Review Officer (MRO) to testify" in court. MRO testimony is generally unnecessary for criminal justice/public safety-related drug testing. It is more appropriate for a PhD level Scientific Director to provide such testimony under these circumstances. Will you accept a proposal that offers testimony from a PhD level laboratory director/scientific director instead of a Medical Review Officer?  
Answer: As long as the person is considered an "expert". The court system in WV has only requested this on two occasions in the past 5 years.

8. **Question:** Specification 3.2.1 states that the vendor must "must hold a Clinical Laboratory License".
- a. Does this refer to a state specific laboratory license, for example from the State's Department of Health or comparable agency?  
**Answer (a):** No, specific to the state where the testing is conducted
- b. If so, will you consider accepting College of American Pathologists – Forensic Drug Testing Accreditation and/or laboratory licenses from states with equally or more rigorous certification standards, such as a Clinical Laboratory Permit from the State of New York (widely recognized as having some of the most rigorous standards, even exceeding some CAP guidelines) in lieu of a Laboratory License from the State of West Virginia?  
**Answer (b):** Yes
9. **Question:** Please clarify why there are two sets of cut-off levels shown in the Specifications. It appears that the "Urine" cut-offs list matches typical cut-offs for rapid test devices (such as integrated test cups or panel-dip devices) and the "Lab" cut-offs list match typical cut-offs for laboratory urine screens by enzyme immunoassay. Does the DJS have interest in both rapid test cups and laboratory tests for screens? Or should there be a "Laboratory Confirm" cut-offs list instead of one of these current lists? Please advise.  
**Answer:** We want the Laboratory Confirmation cut offs list instead of the rapid test devices cut off levels. We are not interested in rapid test cups.
10. **Question:** Will the DJS consider cut-off levels that differ slightly from those shown on the Specifications, especially if they are lower (more sensitive) than those shown?  
**Answer:** yes as long as no impact on price per test.
11. **Question:** Please clarify if the DJS requires automatic confirmation on specimens that screen positive, or if this would be ordered upon request at an additional fee.  
**Answer:** This would require automatic confirmation on specimens that screen positive.
12. **Question:** Please clarify if the DJS will accept a qualified laboratory toxicologist as an expert witness instead of an MRO. This appears to be the case on the Request for Quotation form, but is not addressed in the "Specifications" document.  
**Answer:** Yes the court in WV recognizes a qualified laboratory toxicologist as an expert witness.
13. **Question:** In section 3.1.1. of the specifications, it appears that the DJS wants the ability to test for "synthetic drugs." Please clarify what drugs this includes, e.g. is this K2/Spice, Bath Salts, etc. Please also clarify if this is a test that would need to be included in the 11-drug Panel Immunoassay Urine Screen, or if this test would be requested separately, as it appears separately on the Request for Quotation form.  
**Answer:** "synthetic drugs would encompass: this K2/Spice, Bath Salts, synthetic marijuana. And yes we would like for this to be part of the 11 panel screening process. This would be available upon request.

14. Question: Email notification of actual results is not a HIPAA-compliant method for delivering results. Would the DJS allow for email notification that results are available for viewing online through a secure website, with secondary notification by physical mail or secure fax instead?  
Answer: Yes this would be acceptable.
15. Question: Would the DJS consider 2- or 3-time weekly pickups instead of daily pickups in order to amass 5 or more specimens to put into each overnight shipment package?  
Answer: Yes this would be acceptable
16. Question: Is the DJS interested in reviewing pricing for any test options that are not line items on this bid? In other words, may vendors include additional optional pricing schedules with more comprehensive test listings? This may be especially useful for additional agencies and local governments who may want to utilize the contract.  
Answer: No for both of the questions above.
17. Question: Would the DJS consider telephonic or web testimony as viable options for expert testimony?  
Answer: yes
18. Question: Will the DJS allow any flexibility on the hours that technical support is available? For instance, would the DJS accept a vendor that had technical support available from 10am-7:30pm instead of 8am-8pm, as long as there was an emergency phone number available for the hours not covered?  
Answer: Yes this is acceptable

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DJS160000003**

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

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

**Addendum Numbers Received:**

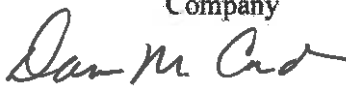
(Check the box next to each addendum received)

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

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

\_\_\_\_\_  
Phamatech, Inc.

Company



\_\_\_\_\_  
Authorized Signature

Dana M Conde/Contract Specialist

\_\_\_\_\_  
October 30, 2015

Date

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

Revised 6/8/2012

## 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. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

Question Submission Deadline: October 20, 2015 at 4PM EST

Submit Questions to: Crystal Rink  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: [crystal.g.rink@wv.gov](mailto:crystal.g.rink@wv.gov)

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

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

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

SEALED BID:  
BUYER: Crystal Rink  
SOLICITATION NO.: CRFQ DJS1600000003  
BID OPENING DATE: November 3, 2015  
BID OPENING TIME: 1:30 PM EST  
FAX NUMBER: 304-558-3970

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

November 3, 2015 at 1:30 PM EST

Bid Opening Date and Time:

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

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



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

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

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

## GENERAL TERMS AND CONDITIONS:

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

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

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on award \_\_\_\_\_ and extends for a period of one (1) year 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. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute 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.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

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

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

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

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

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

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

**Commercial General Liability Insurance:** In the amount of \_\_\_\_\_ or more.

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

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

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

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

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

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of 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/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.



- 21. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 22. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 23. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 24. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 25. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 26. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 27. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 28. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 29. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents

to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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

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

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

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

- 32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States

and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense

against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

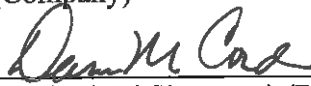
All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for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

**CERTIFICATION AND SIGNATURE PAGE**

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

PHAMATECH, INC.

(Company)

 Dana M Conde/Contract Specialist  
(Authorized Signature) (Representative Name, Title)

(858) 643-5555 FAX: (858) 635-5843 10/22/2015

(Phone Number) (Fax Number) (Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DJS1600000003**

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

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

**Addendum Numbers Received:**  
(Check the box next to each addendum received)

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

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

PHAMATECH, INC.

Company

  
Authorized Signature

Oct. 30, 2015 Dana M Conde/Contract Specialist  
Date

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



# National Minority Supplier Development Council (NMSDC)

Certifies that

## ***Phamatech, Incorporated***

is a bona fide Minority Business Enterprise certified by the:  
Pacific Southwest Minority Supplier Development Council

**NAICS Code(s): 325412, 325413, 424210, 541380, 621511**

*Phamatech, Incorporated* has chosen to obtain **SUBSCRIPTION SERVICES** with the following NMSDC  
Affiliate(s):

05/08/2015

**Issued Date**

05/31/2016

**Expiration Date**

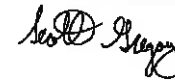


**Joset B. Wright-Lacy**

National Minority Supplier Development Council, Inc.  
1359 Broadway, 10th Floor, Suite 1000  
New York, NY 10018

AZ02894

**Certificate Number**



**President, Pacific Southwest MSDC**

Visit NMSDC Compliance Portal Powered by PRISM Compliance Management to validate this certificate and learn more about Phamatech, Incorporated



# CERTIFICATE OF LIABILITY INSURANCE

PHAMAT1

OP ID: AL

DATE (MM/DD/YYYY)

06/03/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE 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 Wateridge Insurance Services 10717 Sorrento Valley Rd. San Diego, CA 92121 George J. Sports	CONTACT NAME: <b>Mary Bednar</b>	FAX (A/C. No.): <b>858-200-3341</b>	
	PHONE (A/C. No. Ext): <b>858-200-3340</b>	E-MAIL ADDRESS: <b>mbednar@wateridge.com</b>	
INSURED <b>Phamatech, Inc.</b> 15175 Innovation Drive San Diego, CA 92128	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: <b>Hartford Fire Insurance Co</b>		<b>19682</b>
	INSURER B: <b>Medmarc</b>		
	INSURER C: <b>Twin City Fire Insurance Co.</b>		<b>29459</b>
	INSURER D: <b>Evanston Insurance Company</b>		<b>35378</b>
INSURER E:			
INSURER F:			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WORD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			72JUNTR9588	06/01/2015	06/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occ/acc/yr) \$ 1,000,000 MED EXP (Any one person) \$ 10,000
				14CA380066	06/01/2015	06/01/2016	PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> PRODUCTS (1) <input checked="" type="checkbox"/> CLMSMADE/10KSIR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			72JUNTR9588	06/01/2015	06/01/2016	COMBINED SINGLE LIMIT (Ea. acc/acc/yr) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
				72RHUTR9385	06/01/2015	06/01/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			72JUNTR9588	06/01/2015	06/01/2016	ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> <input checked="" type="checkbox"/> Comp/CoH <input checked="" type="checkbox"/> \$1,000 Ded
				72WEFO4109	03/15/2016	03/15/2016	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A	03/15/2016	03/15/2016	<input checked="" type="checkbox"/> W/C STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
				SM906201	03/17/2015	03/17/2016	Claim/Agg \$1M/\$3M Ded/Claim 2,500

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

## CERTIFICATE HOLDER

## CANCELLATION

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

*George J. Sports*

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# National Minority Supplier Development Council (NMSDC)

Certifies that

## ***Phamatech, Incorporated***

is a bona fide Minority Business Enterprise certified by the:  
Pacific Southwest Minority Supplier Development Council

**NAICS Code(s): 325412, 325413, 424210, 541380, 621511**

*Phamatech, Incorporated has chosen to obtain **SUBSCRIPTION SERVICES** with the following NMSDC  
Affiliate(s):*

NMSDC  
National Minority Supplier  
Development Council

05/08/2015

**Issued Date**

05/31/2016

**Expiration Date**

*Jose B. Wright-Lacy*

**Jose B. Wright-Lacy**

National Minority Supplier Development Council, Inc.  
1350 Broadway, 10th Floor, Suite 1000  
New York, NY 10010

AZ02894

**Certificate Number**

*Jose B. Wright-Lacy*

**President, Pacific Southwest MSDC**



*Advancing Excellence*

**Accredited  
Laboratory**



# The College of American Pathologists

*certifies that the laboratory named below*

***Phamatech Labs  
San Diego, California  
Thomas Aucoin, PhD***

LAP Number: 7210751  
AU-ID: 1512089

*has met all applicable standards for accreditation and  
is hereby accredited by the College of American Pathologists'  
Forensic Drug Testing Accreditation Program. Reinspection should  
occur prior to January 27, 2016 to maintain accreditation.*

Accreditation does not automatically survive a change in director, ownership,  
or location and assumes that all interim requirements are met.

Chair, Commission on Laboratory Accreditation

President, College of American Pathologists

CENTERS FOR MEDICARE & MEDICAID SERVICES  
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS  
CERTIFICATE OF COMPLIANCE

LABORATORY NAME AND ADDRESS

PHAMATECH, INC  
10151 BARNES CANYON RD  
SAN DIEGO, CA 92121-2725

LABORATORY DIRECTOR

NOEMI AMITINA

CLIA ID NUMBER

05D1078844

EFFECTIVE DATE

10/09/2014

EXPIRATION DATE

10/08/2016

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



*Judith A. Yost*

Judith A. Yost, Director  
Division of Laboratory Services  
Survey and Certification Group  
Center for Clinical Standards and Quality



DEPARTMENT OF HEALTH & HUMAN SERVICES

Substance Abuse and Mental  
Health Services Administration

Center for Mental Health Services  
Center for Substance Abuse  
Prevention  
Center for Substance Abuse  
Treatment  
Rockville MD 20857

JUN 04 2007

Thomas G. Aucoin, Ph.D.  
Mr. Ken Kodama  
Phamatech, Inc.  
10151 Barnes Canyon Road  
San Diego, California 92121

Dear Dr. Aucoin and Mr. Kodama:

I am pleased to inform you that Phamatech, Inc., San Diego, California, has successfully met all of the requirements for laboratory certification as specified in the Department of Health and Human Services' (HHS) Mandatory Guidelines for Federal Workplace Drug Testing Programs (69 FR 19644).

Phamatech, Inc., San Diego, California, will be placed on the list of laboratories certified as eligible to bid on contracts to perform drug testing for Federal Drug-Free Workplace Programs. The list of laboratories certified by the Substance Abuse and Mental Health Services Administration on behalf of the Department are sent to all Federal agencies. Updates to this list are published every month in the Federal Register, and made available to the general public upon request.

To maintain certification from HHS, Phamatech, Inc., San Diego, California, must continue to meet all the requirements of the Federal Guidelines as specified in Subpart C - Certification of Laboratories Engaged in Urine Drug Testing for Federal Agencies. Maintenance of certification requires participation in a quarterly performance testing program plus periodic, on-site inspections (see sections 3.2(b), 3.17, 3.18, 3.19, and 3.20).

If you have any questions concerning the HHS National Laboratory Certification Program, please contact the Division of Workplace Programs at (240) 276-2600.

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

Sincerely,

Terry L. Cline, Ph.D.  
Administrator

# Certificate of Accreditation



The Substance Abuse and Mental Health  
Services Administration  
*certifies that*

**Phamatech, Inc.**

**San Diego, CA**

NLCP Laboratory Number: 0437

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 June 7, 2007*

A handwritten signature in black ink, appearing to read "Pamela S. Hyde".

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



A handwritten signature in black ink, appearing to read "Frances M. Harding".

Frances M. Harding  
Director  
Center for Substance Abuse Prevention

**REQUEST FOR QUOTATION  
CRFQ DJS160000003  
DRUG TESTING**

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Division of Juvenile Services to establish an open-end contract for a vendor to provide Drug Testing for the Youth Reporting Centers across the State.
  
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 3.1 below and on the Pricing Pages.
  
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
  
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  
  - 2.4 **“DJS”** means the West Virginia Division of Juvenile Services.

**3. GENERAL REQUIREMENTS:**

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

- 3.1.1 The Division of Juvenile Services is requesting an 11 Panel (C) Immunoassay Urine Screen that can detect synthetic drugs that will be sent to the laboratory for testing and confirmation. There is ***no Oral Testing, or dip test needed.***

The cutoff levels will be:

	<u>Urine</u>	<u>Lab</u>
Amphetamines	1,000 ng/ml	1000 ng/ml
Barbiturates	300 ng/ml	200 ng/ml



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Benzodiazepines	300 ng/ml	200 ng/ml
Cannabinoids	50 ng/ml	50 ng/ml
Cocaine	300 ng/ml	300 ng/ml
Opiates	300 ng/ml	300 ng/ml
Methadone or EDDP	300 ng/ml	150 ng/ml
Methamphetamines	1,000 ng/ml	
Oxycodone	100 ng/ml	300 ng/ml
PCP	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	150 ng/ml

Validity test includes

Creatinine	>20mg / dl
Specific Gravity	> 1.003
pH	3.1 – 10.9

**3.1.1.1** Testing supplies will only include a urine screen bottle with lid, packaging for delivery to the lab will also be part of the contract or service. Vendor will provide all collection supplies, shipping envelopes, and pay all shipping costs for the quoted price. Collection of specimens will be done by DJS employees.

**3.1.1.2** Results must be available within a minimum 72 hours of receipt of specimen.

**3.1.1.3** Results will be reported using the following options:

**A.** E-Mail notification that results are available for viewing online to an E-mail address or addresses (to meet state and federal HIPPA requirements)

<http://www.hhs.gov/ocr/privacy/index.html>

<http://www.privacy.wv.gov/HIPAA/Pages/default.aspx>

**B.** E-Mail notification of actual results to a secure E-Mail address or addresses.

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The Division of Juvenile Services will be testing at multiple locations around the state and will be submitting on average 1 – 3 tests per site per day.

**3.1.1.4** The vendor must maintain back up documentation of results for all reported tests.

**3.1.1.5** The vendor shall provide technical support by phone or e-mail 8:00am to 8:00pm Monday through Friday.

**3.1.1.6** The vendor shall provide a one-time training upon award of the contract. This will be an onsite training to take place in Charleston, WV. Travel and training expenses must be all inclusive in the bid. No travel or meals will be reimbursed.

**3.1.1.7** The vendor must be able to provide an expert Medical Review Officer (MRO) to testify in regards to the validity of the lab and test results in the event any results are challenged in court. This must be a per hour bid to include any travel.

**3.1.1.8** Invoices are to be sent to the same locations as the testing supplies.  
**See list of current locations below:**

- 1. Brooke / Hancock Youth Reporting Center  
3551 ½ Main Street Weirton, WV 26062  
Tel. (304-748-1490)**
- 2. STARS Youth Reporting Center  
900 Emmett Rousch Drive Martinsburg, WV 25401  
Tel. (304-260-4635)**
- 3. Cabell County Youth Reporting Center  
2850 5th Ave. Huntington, WV 25702  
Tel. (304-528-5266 or 5267)**
- 4. Marion County Youth Reporting Center  
1385 Locust Avenue Fairmont, WV 26554  
Tel. (304-368-4460)**

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- 5. Kanawha County Youth Reporting Center  
515 Central Avenue Charleston, WV 25302  
Tel. (304-558-1390)**
- 6. Harrison County Youth Report Center  
Rt. Box 285 D 69 Factory Street Clarksburg, WV 26301  
Tel. (304-558-1390)**
- 7. Wood County Youth Report Center  
1400 12<sup>th</sup> Street Vienna, WV 26105  
Tel. (304-295-3024)**
- 8. Putnam County Youth Report Center  
3266 Winfield Road Winfield, WV 25213  
Tel. (304-586-2055)**
- 9. Mercer County Youth Report Center  
901 Shelter Rd. Princeton, WV 24740  
Tel. (304-425-4525)**
- 10. Tri- County Youth Report Center  
Boone Economic Development Center  
101 1<sup>st</sup> Ave. C Bldg. Madison, WV 25130  
Tel. (304-539-1872)**
- 11. Jefferson County Youth Report Center  
1186 N. Mildred Street Ranson, WV 25438  
Tel. (304-724-6317 or 6893)**
- 12. Mason Jackson Youth Report Center  
758 Scenic Dr. Pt. Pleasant, WV 25550  
Tel. (Cell 304-675-4835 or 4836)**

The Division of Juvenile Services reserves the right to add more facilities to this contract should the Division acquire additional Youth Reporting Centers. If more facilities are added or even if facilities are removed, the prices quoted in the vendor's bid must remain in effect.

### **3.2 Mandatory Vendor Certification/License Requirements**

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**3.2.1** The successful vendor must have its own laboratory and cannot contract out to a third party. Vendor must hold a Clinical Laboratory License to conduct the testing requested in this solicitation.

**3.2.2** Must hold a current Controlled Substance Registration Certificate issued by the DEA.

**3.2.3** Vendor must be Clinical Laboratory Improvement Amendments (CLIA) Certified Laboratory.

**3.2.4** The above credentials must be submitted with the 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 the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Commodity Lines. . **There will be no split award. Award will be made to lowest bidder with the lowest total meeting all of the specifications.**

**4.2 Pricing Pages:** Vendor should complete the Commodity Lines by inserting the unit price requested. Vendor should complete the Commodity Lines 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.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: [Crystal.G.Rink@wv.gov](mailto:Crystal.G.Rink@wv.gov)

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**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 ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product

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shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**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.

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**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.
- 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:** Dana Conde   
**Telephone Number:** (858) 643-5555  
**Fax Number:** (858) 635-5843  
**Email Address:** dconde@phamatech.com

RESPONSE TO SCOPE

Note: Any reference to The Agency, or Agency, refers to the *WV Division of Juvenile Services and its respective agents or departments listed in the project.*

SUPPLIES AND MATERIALS

PHAMATECH will provide all supplies; chain of custody forms, test result reporting forms, and testing supplies. Testing supplies will include all items necessary to maintain chain of custody requirements such as: bottles, caps, wands, bags, forms, seals, packing materials, and labels. Shipping will be included in the pricing cost.

PHAMATECH will provide each site with pre-printed labels, identifying the program and site, for tracking purposes. However, before pre-printing any labels PHAMATECH will consult with The County authorized contact(s) to get their approval on the information being printed on the labels.

CONFIRMATION TYPE

Phamatech will confirm necessary tests by GC/MS Gas Chromatography Mass Spectrometry. Our pricing is all inclusive and will include all charges/costs necessary to provide results.

ADDITIONAL DEPARTMENTS OR AGENCIES (IF ADDED)

Phamatech understands that there may be a time when The Agency would like us to offer similar services to branches or locations within its jurisdiction, or to piggy-back off of this contract. Phamatech is willing to provide such services to other agencies/departments as needed as long as the terms do not alter the terms of the agreement and do not cause a financial hardship to Phamatech.

SUBSTITUTIONS

Phamatech will await prior approval before substitution of any product or service proposed in response to this agreement. Phamatech will not make any substitutions prior to receiving approval from The Agency first.

CAPACITY

Phamatech is the manufacturer of its own devices. We have the capacity and infrastructure to provide all necessary materials, on-site devices, and laboratory testing materials. The



Agency will not need to source any of this project out to any other vendor. Phamatech understands the quantity needs of The Agency and believe we are the most fit to provide services.

#### INVOICING and REPORTING and STATISTICAL REPORTING

PHAMATECH will provide and maintain a secured web based system for The Agency and other authorized Agency personnel to obtain drug test results 24/7. Negative drug test results will be available within 12 to 24 hours from the time the specimen arrives at our laboratory. Positive drug test results (GC/MS confirmations) for both alcohol and/or drugs will be available 48 to 36 hours also from the time the specimen arrives at the laboratory. All results are transmitted via secured, HIPAA compliant, web-based application system. In the event of an outage to the web-based application management system, a secured fax copy shall be submitted to the approved sites to The Agency dedicated fax telephone numbers and/or delivery via courier service as a temporary measure to get the results to The Agency.

PHAMATECH utilizes the Laboratory Information Management System (LIMS) for faxed results (automated fax server). All negative results are automatically released (within 12 to 24 hours) and all confirmation results are released after a quality control review and acceptance by certifying scientist (within 24 to 48 hours). PHAMATECH has double firewall levels protecting all client data from electronic hackers. PHAMATECH abides by all SAMHSA guidelines and requires that physical access to the testing area must be secured. Only authorized laboratory personnel are allowed in the testing area with their own electronic security code. PHAMATECH meets or exceeds all SAMHSA and CAP-FUOT guidelines for client confidentiality and protection of vital sensitive data.

The Agency has the option to view all drug test results 24/7, 365 via secure internet service. If The Agency decides to use this option; all authorized COUNTY staff will be assigned a user name and password by facility. Online services are provided by PHAMATECH's via 256 bit SSL encryption, similar to what the banking industry currently uses. All drug test results are immediately posted to the website and are instantaneously available to The Agency.

For court appearances PHAMATECH offers: in person expert witness, teleconferencing, and pretrial litigation packages to defend any legally challenged drug test results. PHAMATECH will provide to The Agency, top notch *in person* expert witness testimony upon request (Additional charges may apply unless Phamatech has otherwise stated in the Pricing documentation). Additionally, PHAMATECH will provide, at no cost to The Agency, testimony by telephone, video conferencing, or through sworn affidavit. At all times the

following three expert witnesses will be available to The Agency: Dr. Thomas Aucoin (VP of laboratory), Justin Pham (Laboratory Manager), and/or Justin Pham (Laboratory Manager). PHAMATECH currently and regularly provides expert witness testimony services by in house personnel for several of our current contractual clients; unlike our competitors that hire outside help to provide expert witness testimony. Our *in house expert witnesses* will defend the verity of PHAMATECH's laboratory procedures and certified accurate drug test results for any court challenged drug test. To date PHAMATECH has not lost one case in defending the integrity of any confirmed positive drug test results. PHAMATECH also offers comprehensive litigation packages that are rarely challenged in a court of law.

On a monthly basis, by the 6<sup>th</sup> calendar day, PHAMATECH will submit hard copies of all drug test results presented in a comprehensive report form that includes the following information: Donor name and DOB, case number, agency name/location, collection date, testing date, received date, drug panel tested, drug cut-offs, negative or positive result, confirmation drug levels, testing method, adulteration findings, and certifying scientist comments where applicable. Additionally, the drug test results report can provide the "missed date" in the event of "no show".

PHAMATECH's comprehensive monthly statistical reports will include the following:

- Number of actual tests performed for the current and prior months for all participants; On-Demand, Random Program, and Weekly Schedule with percentage breakdown for both negative and positive drug/alcohol test results.
- Number of actual tests performed for- (alcohol only) and (drug and alcohol).
- Monthly reports of each test performed by site in alphabetical order.
- Monthly reports summarizing each type of test performed.
- Annual report in alphabetical order listing total number of each test type by site and program.
- Number of open referrals on file for each agency office as of the prior month end for Random Program and Weekly Schedule Participants.
- Assign an account manager to visit The Agency to personally discuss any additional report needs.
- List denoting the date and letters which were selected for Random Testing for each period.

PHAMATECH will submit a hard copy monthly invoice, as referenced by Exhibit A-8 of the IFB, to the CPM and DCFS Finance Division. The invoice will be formatted per the COUNTY and CPM's requirements. The monthly statistical report will be submitted with PHAMATECH's invoice and the invoice will be paid after CPM grants approval.

PHAMATECH is aware and accepts The Agency's review time frame and PHAMATECH has five business days to provide any additional documentation to address any discrepancies. The Agency may provide PHAMATECH with a final written report listing any adjustments from the invoice with documented justification. At this time Phamatech will coordinate with The Agency Finance Section for final invoice approval. PHAMATECH will provide any Ad-Hoc Reports as requested by The Agency.

***Phamatech will provide The Agency with E-Mail notification of actual results to a secure E-Mail address or addresses.***

### QUALIFICATIONS AND EXPERIENCE

PHAMATECH is a federally licensed toxicology reference laboratory headquartered at 15175 Innovation Drive, San Diego, CA 92128 - our toll-free number is 888-635-5840 and Fax number 858-635-5843.

PHAMATECH is a minority owned corporation founded in 1991 by a group of dedicated toxicology experts. By combining, technical expertise, sound business strategies, and forensic and clinical experience PHAMATECH has grown from five employees to over 200 employees. PHAMATECH has become a major national provider of laboratory-based drugs of abuse testing services.

PHAMATECH is one of the few laboratories in the country with the laboratory certifications to provide forensic, clinical, and regulated drug testing. PHAMATECH meets and exceeds the laboratory certification requirements for this RFP, and is highly qualified to provide The County with urine drug testing and alcohol services.

Currently, PHAMATECH performs laboratory-based drug testing on more than 100,000 specimens per month, PHAMATECH has the capacity, equipment, and resources to accommodate drug testing laboratory services for more than 300,000 specimens per month. PHAMATECH believes it is more than qualified and prepared to provide the services requested by The Agency.

Based on the laboratory certifications and standard requirements requested by The Agency, it is evident that PHAMATECH meets and exceeds these expectations. PHAMATECH currently holds a Laboratory Permit with the Department of Health in the United States, and have been issued a license to operate a Clinical Laboratory for Toxicology testing of urine screening and urine confirmations. Phamatech is also accredited by CAP-FUDT and certified by SAMHSA. In addition, PHAMATECH is CLIA certified, demonstrating compliance with the federal guidelines for human specimen testing.

PHAMATECH owns and operates several collection across the country. PHAMATECH's specimen collectors are all Drug & Alcohol Testing Industry Association (DATIA) certified and trained. Additionally, PHAMATECH also has mobile specimen collectors that can handle large volume clients across the United States. PHAMATECH has provided drug testing products and services to a large number of high profile clients, including but not limited to the following organizations:

- ❖ US Federal Bureau of Prisons- Nationwide, (2007 – current)
- ❖ Commonwealth of Pennsylvania DOC, Probation & Parole, (2009-current)
- ❖ Broward County Sheriff's Office, Florida, (2008 – current)

- ❖ El Paso CSCD, Texas, (2010- current)
- ❖ Cook County Sheriff's Office, Illinois, (2008 – current)
- ❖ Placer County ASOC, CSOC, and Probation Department- (2008- current)
- ❖ Kentucky Department of Corrections, (2009 – current)
- ❖ Department of Federal Probation, (2006 – current)
- ❖ Oregon Department of Corrections, (2010 – current)
- ❖ Fresno County Probation, (2010 – current)
- ❖ Department of Probation, Smith County CSCD & Juvenile, Texas, (current)
- ❖ Department of Federal Probation, San Diego and others states, (2006 – current)
- ❖ California Department of Consumer Affairs, (2010 – current)
- ❖ Department of Public Safety & Corrections, Maryland (2011 – current)
- ❖ Ft. Bend County CSCD/Juvenile, Texas, (2008 - 2012)
- ❖ Statewide of Michigan Department of Corrections/Probation, (2008 – current)

### KEY PERSONNEL/RESUMES

All of PHAMATECH's project team members have between 5-20 years of experiences in providing drug testing services. The following individuals will be responsible for supervision in their respective areas of expertise:

- Dr. Tuan Pham, President and CEO
- Dr. Tom Aucoin, Vice President of Laboratory
- Justin Pham, Laboratory Manager
- Krystina Blas, Executive Account Manager Supervisor
- John Polanco, Sales Director – Contract Management
- Bonnie Filosa, Customer Service Manager
- Jodee Callaghan, Controller and Finance Manager
- Souk Sounakhene - Systems Administrator

#### *Laboratory Scientist*

##### Dr. Thomas Aucoin – Vice President of Laboratory

Dr. Aucoin is currently responsible for the overall operation of PHAMATECH Laboratory drug testing services. He has been in the drug testing industry for more than 20 years, the last 6 years with PHAMATECH. Prior to joining PHAMATECH, Dr. Aucoin served as Vice President of Laboratory at LabCorp for more than 15 years. He is a certifying scientist and qualifies as an expert witness in the field of Toxicology. Dr. Aucoin holds a Ph.D. degree and is an inventor of numerous patents. Dr. Aucoin is responsible for ongoing consultation with the Department regarding technical issues, changes in testing processes or regulations, and special test requests.

*Certifying Scientist*

Justin Pham – Director of Lab Operations

Justin Pham manages all of PHAMATECH laboratory day-to-day functions. He has more than 15 years of laboratory experience, the last 9 years with PHAMATECH. He has previously worked in managerial positions in the Toxicology department at LabCorp and Scripps Research. Justin Pham is also qualified as a certifying Scientist. Mr. Pham will be responsible for certifying all laboratory results and answering client's questions regarding interpretation of results.

*Account Manager Supervisor*Krystina Blas – Executive Account Manager

Krystina interfaces with clients on a daily basis. Her duties include: updating client profiles; setting up clients' accounts and testing parameters; random selection; preparing statistical reports; verify invoices; communicate with clients regarding both new accounts and modifications to existing accounts. Krystina will serve as the back-up Account Manager for this contract.

*Sales Director*John Polanco – Vice President of Sales and Marketing

Mr. Polanco has been involved in the drug testing industry for more than 15 years and under PHAMATECH employment for 10 years. He currently serves as Vice President of Sales at PHAMATECH, responsible for some of the company's largest customers including the U.S. Federal Bureau of Prisons, the Salvation Army and numerous Probation Departments in Texas and throughout the country. Before merging his company Elite Health Services with PHAMATECH, he had won several competitive bids; Harris County CSCD, Travis County Juvenile, El Paso Juvenile, El Paso CSCD, Angelina County, Smith County, Jefferson County, Tarrant County, Fort Bend County, American Airlines etc. He also operated his own collection site in Dallas, Texas. Additionally, Mr. Polanco holds B.S. and M.A. graduate degrees. Mr. Polanco will be the initial main contact for this contract and is responsible for ongoing consultation to the Department on issues concerning testing, reports, customer services, complaints and any other contractual matters.

*Customer Service Manager*Bonnie Filosa – Customer Service Manager

Bonnie has been with PHAMATECH for more than 10 years. She manages a team of customer service representatives that interact with clients daily. Prior to working at PHAMATECH, Bonnie worked in the customer service department at American Airlines. Bonnie and her team is responsible for coordinating all daily functions related to supplies, logistics, specimen collection, courier schedule, laboratory analysis, and reporting of results to the MRO or clients. They can be reached 24/7 by contacting our toll-free telephone.

*Billing Finance Manager*Jodee Callahan – Controller and Finance Manager

Jodee has more than 15 years of experience in different accounting responsibilities, including purchasing, receivables, payables, billing, inventory control, and financing. She has been with

PHAMATECH for more than 10 years and holds a B.S. degree. Jodee is responsible for all issues related to billing, payments, and credits.

*IT System Coordinator*

Souk Sounakhene - Systems Administrator

Souk is a Systems Administrator with more than 10 years of experience in system analysis, laboratory LIMS management and support. He has extensive knowledge on lab functionality and workflow from start to finish. He also has extensive knowledge of the lab system and administration, enabling him to perform tasks as an effective member of the information systems and laboratory support team. Souk is responsible for programming testing parameters, results and reporting format, as well as all web related functions.

PHAMATECH will provide superior in person expert witness testimony upon request by The County. Additionally, PHAMATECH will provide testimony by telephone, videoconference, or through sworn affidavit. The following three expert witnesses will be available at all times to provide testimony to The County upon request: (1) Dr. Thomas Aucoin (VP of Laboratory), (2) Justin Pham (Laboratory Manager), (3) Justin Pham (Laboratory Manager). PHAMATECH currently and regularly provides expert witness testimony services by in house personnel for several of our current contractual clients; unlike our competitors who hire outside help to fulfill this requirement. Our in house expert witnesses will defend the verity of PHAMATECH's laboratory procedures and certified accurate drug test results for any court challenged drug test. Since 1991, PHAMATECH has yet to lose a case defending the integrity of all confirmed positive drug test results. PHAMATECH also offers comprehensive litigation packages for an additional cost that are rarely challenged in a court of law.



PERFORMANCE MEASURES

Phamatech will provide the following performance measures:

1. Provide training as requested at Departments location of choice on the use of drug screening/collection instruments.
2. Measure: 100% of all requests for training on site, of the test instruments purchased from Phamatech,
3. Provide drug test/collection kits, as proposed, during the term of the resulting Agreement and any subsequent renewal terms.
4. Measures: 100% of all tests kits purchased will be provided within the mutually agreed upon time frame(s) and be in excellent condition and meet all specifications set forth in the agreement.
5. Adjustment: Vendor will reimburse Departments 100% per unit for each unit that is not in excellent condition and fails to meet the specifications set forth in the RFP.

LABORATORY SERVICES/REPORTING/CONFIRMATION/RETENTION & ALTERNATIVE TESTING

PHAMATECH shall:

- Perform an EMIT screen on all specimens submitted for alcohol and/or the five drug panel test
- Ensure that all specimens collected from the individual COLLECTION SITES are received safely to the laboratory.
- PHAMATECH will report drug test results accordingly. Negatives as negatives and positives after GC/MS confirmation.
- Costs of retests of specimens at the request of The Agency shall be arranged by PHAMATECH per the job guidelines.
- PHAMATECH is SAMHSA, CAP/FUDT, and CLIA certified/accredited. See Copies of Applicable Licenses

Chain of Custody

Since the Chain of custody protocol is extremely vital with the entire specimen collection process, PHAMATECH will ensure that all COLLECTION SITES and the COUNTY are aware of the importance of this process. The following represents the entire Chain of Custody protocol (both external as well as internal controls) that must be adhered to in order to maintain the legal defensibility in a court of law.

External Chain of Custody (Control)-ECC - The test request initiates CC form. The external chain of custody documentation process follows proper legally defensible procedures if required in a court of law. The CC process adheres to strict SAMHSA guidelines. The CC form is completed during the specimen collection. For efficiency and standardization the test request and forensic CC form are integrated on the same form. Every CC form has a preprinted number with like numbered temper evident security seals for proper cross-referencing with the specimen sample. The preprinted CC forms will provide a smoother collection process for the specimen collector and mitigates errors.

The required information on the test request and CC form include the following: The collection site name, Donor I.D., the collection site address, Collector (collection site) contact telephone numbers, verification of Donor, Specimen temperature, type of specimen collection (single or split), whether the specimen collection was observed, Donor contact telephone numbers, Donor date of birth, type of drug test request panel that is requested by The Agency, Donor authorization to perform the specimen collection (printed name and signature) with date of specimen collection, specimen collector certification of donor identification with date and time of specimen collection, specimen collector release of specimen to the specified courier, and finally, certification from PHAMATECH laboratory technician receiving the specimen with notation if specimen was intact or not (specimen container seal, specimen bio-bag sealed, etc.) at the time of receipt, (see External Chain of Custody Control overview below).

After the specimen collection has occurred, the test request and CC form is completed, as stated above. The completed original CC form with the specimen (Donor initialed/dated tempered evident seal placed over specimen bottle) is placed inside the bio-bag. The bio-bag is sealed with another temper donor initialed temper evident seal (every PHAMATECH CC form has two temper evident seals; A & B). The bio-bag is partitioned. On one side the sealed specimen bottle is placed and in the other partition the completed CC form is inserted. The partition protects the CC form from getting wet, in the event that the specimen leaks in transit. At this point the specimens are ready to be picked up by PHAMATECH's own courier network or overnight delivery service. Since the specimens are sealed with tamper evident material the Federal Register (Section 40.25) does not apply. However, PHAMATECH's will maintain daily specimen receipt logbooks. The delivery of the specimens by PHAMATECH's couriers/overnight delivery service to PHAMATECH's laboratory starts the documentation associated with Internal Chain of Custody standards. The entire External Chain of Custody standards cited above assures that the drug test results are correctly matched to the person who provided the specimen and that the specimen is not compromised.

## ECC overview

*The Agency (orders the drug test)Chain of Custody Form/Test Request*

### *A. Specimen Collector Responsibilities*

#### *B. Specimen Donor*

- Agency name/address/telephone numbers \*\*\*
- Donor ID verification
- Contact telephone numbers
- Reason for test
- Date of birth
- Collection site address \*\*\*
- Authorizes specimen collection
- Collection site contact telephone numbers\*\*\*
- Prints name
- Specimen temperature recorded (within 4 minutes of collection)
- Provides signature
- Single/split specimen collection
- Dates specimen authorization
- Observed specimen collection
- Initials and dates temper evident seals
- Test request \*\*\*
- Specimen collector certification
- Specimen collector authorize release of specimen to courier

*\*\*\* This information will be preprinted on the CC forms*

### C. Courier

D. PHAMATECH

- Accepts specimens from specimen collector
- Certifies receipt of specimens
- Daily specimen receipt log is noted
- Initiates Internal Chain of Custody*

Internal Chain of Custody (Control)-ICC – this process begins with the acceptance of the specimens from PHAMATECH’s couriers or overnight delivery service. The courier completes the specimen delivery with shipment logs to PHAMATECH at the end of the day. All specimens are delivered to a secured area of the laboratory following SAMHSA federally regulated protocol. Only authorized PHAMATECH laboratory technicians are granted access into the locked secured area (every door has a keypad lock system with technician log in/out books). Each and every specimen is physically opened and inspected ensuring that the CC form matches the specimen donor, accordingly. To solidify the defensible aspect of the CC protocol, the temper evident seal that appears on every specimen must be intact. Every specimen sent to the laboratory must have a donor temper evident label over the specimen container otherwise the specimen is considered compromised. As additional security the bio-bag containing the specimen container also has a temper evident seal over the bio-bag closure. All findings of the initial specimen observation are documented in the form of deficiencies, problems or fatal flaws. All the specimen observation data is entered into our Laboratory Information Management System (LIMS).

The second step of the ICC process involves a reconciliation of all the information provided on the CC form. The last step of the ICC process consists of a summation of all of the following observations: agreement between specimen identification and unique CC number, agreement between the donor name and any additional identifying information (case ID, social security number, etc.), if specimen volume is sufficient to run the drug test panel, certification of the specimen collector with signature and date of specimen collection, authorization of the donor allowing the specimen collection with date and time of specimen collection, specimen temperature noted within 4 minutes of collection, test requests made and any collector remarks noted during the specimen collection.

The data gathered from the ICC process results in records generated both in LIMS based (electronic) and hardcopy formats. *The hardcopy format* includes: PHAMATECH's laboratory technicians that received the specimens, opened the specimen containers, generated LIMS barcodes on the specimen containers, and who returned the specimens to the secured sample storage area. *The electronic format* includes the specific test requests, any ECC process deficiencies, any and all PHAMATECH technicians that handled the specimens with actual date and times, and who ordered the test from The Agency.

PHAMATECH will maintain in storage, at no additional cost to The Agency, all positive urine specimens for the length of time specified in the job request.

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### Test Results, Reports and Invoice

PHAMATECH will provide and maintain a secured web based system for The Agency and other authorized COUNTY personnel to obtain drug test results 24/7. Negative drug test results will be available within 12 to 24 hours from the time the specimen arrives at our laboratory. Positive drug test results (GC/MS confirmations) for both alcohol and/or drugs will be available 36 to 48 hours also from the time the specimen arrives at the laboratory. All results are transmitted via secured, HIPAA compliant, web-based application system. In the event of an outage to the web-based application management system, a secured fax copy shall be submitted to the approved sites to DCFS dedicated fax telephone numbers and/or delivery via courier service as a temporary measure to get the results to DCFS.

PHAMATECH utilizes the Laboratory Information Management System (LIMS) for faxed results (automated fax server). All negative results are automatically released (within 12 to 24 hours) and all confirmation results are released after a quality control review and acceptance by certifying scientist (within 24 to 48 hours). PHAMATECH has double firewall levels protecting all client data from electronic hackers. PHAMATECH abides by all SAMHSA guidelines and requires that physical access to the testing area must be secured. Only authorized laboratory personnel are allowed in the testing area with their own electronic security code. PHAMATECH meets or exceeds all SAMHSA and CAP-FUDT guidelines for client confidentiality and protection of vital sensitive data.

The Agency has the option to view all drug test results 24/7, 365 via secure internet service. If The Agency decides to use this option; all authorized Agency staff will be assigned a user name and password by facility. Online services are provided by PHAMATECH's via 256 bit SSL encryption, similar to what the banking industry currently uses. All drug test results are immediately posted to the website and are instantaneously available to The Agency.

For court appearances PHAMATECH offers: in person expert witness, teleconferencing, and pretrial litigation packages to defend any legally challenged drug test results. PHAMATECH will provide to the The Agency, top notch *in person* expert witness testimony upon request. Additionally, PHAMATECH will provide, at no cost to The Agency, testimony by telephone, video conferencing, or through sworn affidavit. At all times the following three expert witnesses will be available to The Agency: Dr. Thomas Aucoin (VP of laboratory), Justin Pham (Laboratory Manager), and/or Justin Pham (Laboratory Manager). PHAMATECH currently and regularly provides expert witness testimony services by in house personnel for several of our current contractual clients; unlike our competitors that hire outside help to provide expert witness testimony. Our in house expert witnesses will defend the verity of

PHAMATECH's laboratory procedures and certified accurate drug test results for any court challenged drug test. To date PHAMATECH has not lost one case in defending the integrity of any confirmed positive drug test results. PHAMATECH also offers comprehensive litigation packages that are rarely challenged in a court of law.

On a monthly basis, by the 6<sup>th</sup> calendar day, PHAMATECH will submit hard copies of all drug test results presented in a comprehensive report form that includes the following information: Donor name and DOB, case number, agency name/location, collection date, testing date, received date, drug panel tested, drug cut-offs, negative or positive result, confirmation drug levels, testing method, adulteration findings, and certifying scientist comments where applicable. Additionally, the drug test results report can provide the "missed date" in the event of "no show".

PHAMATECH's comprehensive monthly statistical reports will include the following:

- Number of actual tests performed for the current and prior months for all participants; On-Demand, Random Program, and Weekly Schedule with percentage breakdown for both negative and positive drug/alcohol test results.
- Number of actual tests performed for- (alcohol only) and (drug and alcohol).
- Monthly reports of each test performed by site in alphabetical order.
- Monthly reports summarizing each type of test performed.
- Annual report in alphabetical order listing total number of each test type by site and program.
- Number of open referrals on file for each Agency office as of the prior month end for Random Program and Weekly Schedule Participants.
- Assign an account manager to visit The Agency to personally discuss any additional report needs.
- List denoting the date and letters which were selected for Random Testing for each period.

PHAMATECH will submit a hard copy monthly invoice, as referenced by the job, to the CPM and Agency Finance Division. The invoice will be formatted per the Agency and CPM's requirements. The monthly statistical report will be submitted with PHAMATECH's invoice and the invoice will be paid after CPM grants approval.

PHAMATECH is aware and accepts CPM's review time frame and PHAMATECH has five business days to provide any additional documentation to address any discrepancies. CPM will provide PHAMATECH with a final written report listing any adjustments from the

invoice with documented justification. At this time CPM will coordinate with DCFS Finance Section for final invoice approval. PHAMATECH will provide any Ad-Hoc Reports as requested by the CPM.



## Quality Control Plan

Cited below is PHAMATECH's Quality Management Report *as further evidence of PHAMATECH's experience to ensure compliance with the Statement of Work requirements.*

Dr. Thomas G. Aucoin, VP Laboratory Director, will be responsible for the development and ongoing surveillance of the quality assurance program. This is accomplished in part by constant Quality Control inspections and the maintenance of records. Mr. Justin Pham laboratory manager will also be involved with the review. Both Mr. Pham and Dr. Aucoin will review all internal laboratory personnel records per SAMHSA guidelines to ensure that the proper personnel are processing the specimens per SAMHSA/CAP-FUDT guidelines. Additionally, Dr. Aucoin works very closely with all client account managers to discuss the progress of any of our clients' drug testing programs and to resolve any issues. It is standard practice to hold weekly meetings with all staff to review all accounts and resolve any issues and provide improvement in servicing our clients.

Any tests which are not tested in an inter-laboratory proficiency testing program (CAP UDC) 493.801 must establish and maintain the accuracy of the testing procedures in accordance with CLIA493.1236 (c) (1). Such tests must have during method validation acceptable comparison with specimens sent to other laboratories, and at least twice yearly ongoing assessment of the accuracy of the method using blind reference materials or other inter-laboratory comparison (material send out).

To further solidify the quality of PHAMATECH's program, PHAMATECH participates and passes proficiency testing for *both* SAMHSA and CAP-FUDT.

The Attached Timeline explains PHAMATECH's Transition-Out-Plan:

### 30 Days Prior to Contract Termination

- Notify PHAMATECH's staff, lab personnel and all The Agency locations being serviced, of Contract Termination and date.
- PHAMATECH will work with The Agency and the new assigned contractor regarding the Transportation of Samples received after contract end date.
- PHAMATECH will work with the new assigned contractor to receive shipping account and/or labels to forward samples received after contract end date.

### 1 Week after Contract Termination

- PHAMATECH's Accounting Department shall provide final statements and invoices for all services rendered under this contract.

### Within 2 Weeks after Contract Termination

PHAMATECH will coordinate with The Agency the most secure and expeditious manner to ship all records to ensure providing due regard to all confidentiality requirements.

# State of West Virginia

## VENDOR PREFERENCE CERTIFICATE

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

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

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bidder: PHAMATECH, INC.

Signed: 

Date: 10/22/2015

Title: Dana M Conde/Contract Specialist

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: PHAMATECH, INC. - Dana M Conde/Contract Specialist

Authorized Signature: *Dana M. Conde* Date: 10-26-15

State of CALIFORNIA

County of SAN DIEGO, to-wit:

Taken, subscribed, and sworn to before me this 26 day of October, 2015.

My Commission expires Feb. 13, 2019, 20    .

**AFFIX SEAL HERE**

**NOTARY PUBLIC** *Jodee Callaghan*

*Purchasing Affidavit (Revised 07/01/2012)*

