



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

State of West Virginia
 Request for Quotation
 26 - Medical

Proc Folder: 253807

Doc Description: DRUG AND ALCOHOL TESTING SERVICES

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-09-19	2016-10-13 13:30:00	CRFQ 0506 HHR1700000003	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Joe Boggs & Associates, Inc
 1703 Woodvale Drive
 Charleston, WV 25314
 304-345-1396

10/12/16 09:19:38
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

April Battle
 (304) 558-0067
 april.e.battle@wv.gov

Signature X

FEIN # 55-066-4639

DATE 9-30-16

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

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Health and Human Resources ("DHHR" or the "Department") to establish an open-end contract for drug and alcohol testing services for select pre-employment and for reasonable suspicion/cause, post-accident, and return-to-duty/follow-up, as needed and requested by its agencies, available 24-hours-per-day/7-days-per-week.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Pre-Employment Drug Testing	765.00000	TEST	92.00	70,380.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :
Pre-Employment Drug Screening - Section 1.1 A - estimated 765 tests per year

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Reasonable Suspicion Drug Screening	185.00000	TEST	100.00	18,500.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :
Reasonable Suspicion Drug Screening - Section 1.1 B - estimated 185 tests per year

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Pre-Employment Alcohol testing	765.00000	TEST	7.00	5,355.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :
Pre-Employment Alcohol Testing Section 1.2 A - estimated 765 tests per year

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Reasonable Suspicion Alcohol Testing	185.00000	TEST	8.00	3,330.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :
Reasonable Suspicion Alcohol Testing - Section 1.2 B - estimated 185 tests per year.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Collection Expert Witness Testimony	10.00000	HOUR	10.00	100.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :
 Collection Expert Witness Testimony - Section 4.1.1.17.1 - estimated 10 hours per year

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Laboratory Expert Witness Testimony	10.00000	HOUR	10.00	100.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :
 Laboratory Expert Witness Testimony - Section 4.1.1.17.2 - estimated 10 hours per year

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	MRO Expert Witness Testimony	10.00000	HOUR	35.00	350.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :
 MRO Expert Witness Testimony - Section 4.1.1.17.3 - estimated 10 hours per year

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Collection Expert Testimony at Deposition	10.00000	EA	10.00	100.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Collectin Expert Testimony at Deposition - Section 4.1.1.17.4 - estimated 10 depositionsper year

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Laboratory Expert Testimony at Deposition	10.00000	EA	35.00	350.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Laboratory Expert Testimony at Deposition - Section 4.1.1.17.5 - estimated 10 depositions per year.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	MRO Expert Testimony at Deposition	10.00000	EA	35.00	350.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

MRO Expert Testimony at Deposition - Section 4.1.1.17.6 - estimated 10 depositions per year.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
3	Questions Due	2016-09-30

HHR170000003	Document Phase Draft	Document Description DRUG AND ALCOHOL TESTING SERVICES	Page 7 of 7
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

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

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

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

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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: **September 30, 2016, at 3:00 PM EST**

Submit Questions to: April Battle, Buyer 22
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: april.e.battle@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

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

SEALED BID: Drug and Alcohol Testing Services
BUYER: April Battle, Buyer 22
SOLICITATION NO.: CRFQ 0506 HHR1700000003
BID OPENING DATE: October 13, 2016
BID OPENING TIME: 1:30 PM EST
FAX NUMBER: (304) 558-3970

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

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

BID TYPE: (This only applies to CRFP)

Technical

Cost

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

Bid Opening Date and Time: October 13, 2016, at 1:30 PM EST

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

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

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

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

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

check out

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.

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

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

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

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

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

GENERAL TERMS AND CONDITIONS:

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

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

Term Contract

Initial Contract Term: This Contract becomes effective on upon award and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

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

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

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

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

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

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

Commercial General Liability Insurance: In the amount of 1,000,000. per occurrence
_____ or more.

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

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

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

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

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

SAMHSA Laboratory Certification

Certified Medical Review Officer Certification (See specs. Section 4.1.2.12)

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

8. 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.

9. 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.

10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

NA

for NA

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

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

12. 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.

13. 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.

14. 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.

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

17. 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.

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

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

20. 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.

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

22. 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.

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

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

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

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

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

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

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

33. 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.

34. 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.

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 other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

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

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

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

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

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

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

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

 President
(Name, Title)

(Printed Name and Title)

Ritchie A Boggs, President
(Address)

1703 Woodvale Drive Charleston, WV 25314

(Phone Number) / (Fax Number)

304-345-1396 FAX 304-345-8907

(email address)

raboggs@suddenlinkmail.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Joe Boggs & Associates, Inc.
(Company)

Ritchie Boggs, President
(Authorized Signature) (Representative Name, Title)

 President
(Printed Name and Title of Authorized Representative)

9-30-2016
(Date)

304-345-1396 - FAX 304-345-8907
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQ 0506 HHR1700000003

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 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.

Joe Boggs & Associates, Inc.
Company


Authorized Signature

9-30-2016
Date

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

**REQUEST FOR QUOTATION
CRFQ 0506 HHR1700000003
Drug and Alcohol Testing Services**

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Health and Human Resources (“DHHR” or “the Department”) to establish an open-end contract for drug and alcohol testing services for select pre-employment and for reasonable suspicion/cause, post-accident, and return-to-duty/follow-up, as needed and requested by its agencies, available 24-hours-per-day/7-days-per-week.

The contract awarded as a result of this solicitation may be funded in whole or in part with Federal Funds and thus this solicitation and its resulting awarded contract are subject to the requirements of Attachment 1: Provisions Required for Federally Funded Procurements.

These services will be made available to the Department and its agencies to include:

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

Vendor should have sufficient staff and capabilities to provide the Contract Services specified herein for the DHHR workforce of over 6000 employees, as well as new-hire testing for BBHFF’s workforce of approximately 1700 employees (included within the total for DHHR).

DHHR anticipates usage at the indicated locations in the estimates provided below:

1.1 Pre-Employment

Estimated Number Of Yearly Tests

Bureau for Behavioral Health And Health Facilities	A. Drug	B. Alcohol
Facility		
Hopemont Hospital Hopemont, West Virginia 26764	40	40
Lakin Hospital Lakin, West Virginia 25287	100	100

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John Manchin Senior Health Care Hospital Fairmont, West Virginia 26554	50	50
Jackie Withrow Hospital Beckley, West Virginia 25801	120	120
Mildred Mitchell-Bateman Hospital Huntington, West Virginia 25709	180	180
William R. Sharpe, Jr. Hospital Weston, West Virginia 26452	175	175
Welch Community Hospital Welch, West Virginia 24901	100	100

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

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Any County Office Listed Below

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

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Drug and Alcohol Testing Services**

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

DHHR County Offices

Beckley, WV 25801	Moundsville, WV 26041
Berkeley Springs, WV 25411	New Martinsville, WV 26155
Buckhannon, WV 26201	Oak Hill, WV 25901
Charles Town, WV 25414	Parkersburg, WV 26102
Charleston, WV 25313	Parsons, WV 26287
Clarksburg, WV 26302	Petersburg, WV 26847
Clay, WV 25043	Phillipi, WV 26416
Elizabeth, WV 26143	Pineville, WV 24874
Elkins, WV 26241	Princeton, WV 27439
Foster, WV 25081	Pt. Pleasant, WV 25550
Franklin, WV 26807	Ripley, WV 25271
Glenville, WV 26351	Romney, WV 26757
Grafton, WV 26354	Smithburg, WV 26436
Grantsville, WV 26147	Spencer, WV 25276
Hamlin, WV 25523	St. Marys, WV 26170
Harrisville, WV 26362	Summersville, WV 26651
Hinton, WV 25951	Sutton, WV 26601
Huntington, WV 35704	Union, WV 24983
Keyser, WV 26762	Wayne, WV 25570
Kingwood, WV 26537	Webster Springs, WV 26288
Lewisburg, WV 24901	Weirton, WV 26062
Logan, WV 25601	Welch, WV 24801
Marlinton, WV 24954	Weston, WV 26452
Martinsburg, WV 25404	Wheeling, WV 26003
Middlebourne, WV 26149	White Hall, WV 26554
Moorefield, WV 26836	Williamson, WV 25661
Morgantown, WV 26507	Winfield, WV 25213

1.3 Post-Accident/Incident

Drug

Alcohol

Anywhere in the state

2

2

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

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Drug and Alcohol Testing Services

- 2.1 “Contract Services”** means the drug and alcohol testing services identified on the Pricing Pages as more fully described in these specifications.
- 2.2 “Medical Review Officer (MRO)”** means a person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer’s drug testing program and evaluating medical explanations for certain drug test results.
- 2.3 “Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
- 2.4 “SAMHSA”** means the Substance Abuse and Mental Health Services Administration, an agency of the United States Department of Health and Human Services.
- 2.5 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.6 “Testing Locations”** means the locations where on-site testing/collections will be performed as identified in Items 1.1, 1.2, and 1.3.
- 2.7 “Title 49 CFR Part 40”** means the United States Department of Transportation Workplace Drug and Alcohol Testing Program Policy available at: http://www.dot.gov/odapc/NEW_DOCS/part40.html.
- 3. QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
- 3.1.** Vendor must be a qualified drug and alcohol testing vendor as required by Title 49 CFR Part 40, with demonstrated expertise including five (5) years’ experience in drug and alcohol testing.
- 3.2.** Vendor must identify at least three (3) clients who are comparable in both size (over 6000 employees) and geographic diversity (over 60 locations state-wide). The number of employees and the number of locations must clearly be stated in the bid. Failure to identify similar clients may result in vendor disqualification.

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

- 3.3.** If any portions of the program may be subcontracted, Vendor must identify any subcontractors it intends to use and the portions of the program to be assigned to each.

REQUEST FOR QUOTATION
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Drug and Alcohol Testing Services

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

4.1 Vendor Mandatory Contract Services Requirements and Deliverables:

4.1.1 General Requirements

- 4.1.1.1 Vendor must provide scheduled service Monday through Friday, between 7:00 am and 5:00 pm.
- 4.1.1.2 Vendor must provide 24-hour un-scheduled specimen collection for reasonable suspicion/for cause testing on an as-needed basis.
- 4.1.1.3 Vendor must arrive on location and be ready to conduct reasonable suspicion/for cause testing within two (2) hours of the request for testing.
- 4.1.1.4 Vendor must provide for an account manager (or designee) to be available during normal business hours (Monday through Friday between 7:00 am and 5:00 pm) to answer questions and resolve problems.
- 4.1.1.5 Vendor must supply an emergency telephone number to be used by each testing location to provide specimen collection services after regular office hours.
- 4.1.1.6 Vendor must ensure that strict rules of confidentiality are maintained at all times. All test results and material acquired shall become the property of DHHR and the State of West Virginia. Information must not be released without prior expressed written consent of DHHR.
- 4.1.1.7 Vendor must maintain records, documents and other files directly related to the performance of work under this agreement in accordance with 49 CFR Part 40 and accepted professional practice and appropriate accounting procedures.

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Drug and Alcohol Testing Services**

- 4.1.1.8** Vendor shall maintain records pertaining to the contract for five (5) years following the end of the contract period. Should there be any litigation or issues related to the contract vendor shall maintain the records for five (5) years following the termination of any litigation that has not terminated within the above five (5) year period.
- 4.1.1.9** Vendor must provide all records produced or held in execution of this agreement within 10 days of written notice by DHHR's Director of the Office of Human Resources Management or his/her designee.
- 4.1.1.10** Vendor must provide computer software or a secured internet-based result reporting system at no cost to DHHR for tracking, management, and record maintenance of the DHHR program. The software or internet-based result reporting utilized must contain all necessary components to permit the MRO's report to be submitted and contained in the database. Vendor must provide DHHR with inquiry access to the software or internet-based result reporting from a DHHR personal computer located in the Office of Human Resources Management (OHRM) or other designated location.
- 4.1.1.10.1** Vendor may be required to demonstrate in person at no cost to DHHR all functions relative to program tracking, management, and record maintenance in OHRM. DHHR reserves the right to determine acceptability based on the security of transmission along with the limit of access to any transmission, storage, or retrieval systems and to approve or reject software or internet-based result reporting.
- 4.1.1.10.2** Vendor is required to name the software or internet-based result reporting system proposed for use under this contract on the Pricing Pages. Failure to submit the name of the proposed software in the bid may result in rejection of the bid.

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- 4.1.1.11** Vendor must provide each Facility / Bureau / Office (as appropriate) with a written recapitulation of the testing program activity on a monthly basis and provide a comprehensive listing to each respective Human Resources Director.
- 4.1.1.12** Vendor must follow the US Department of Transportation collection protocols provided in 49 CFR Part 40 with respect to conducting workplace drug and alcohol testing, for collecting and storing urine specimens, testing for drugs and alcohol, and ensuring confidentiality.
- 4.1.1.13** Vendor must use on-site collection facilities, providing all conditions of privacy, confidentiality and chain of custody.
- 4.1.1.14** Vendor must comply with all applicable medical standards; federal, state and local government safety codes, laws and regulations relating to drug and alcohol testing.
- 4.1.1.15** Vendor must ensure that collection site personnel will be trained in compliance with Title 49 CFR Part 40 and shall be regularly engaged in the business of providing the required drug and alcohol testing.
- 4.1.1.16** Vendor must provide all forms, collection kits and miscellaneous supplies for the collection, transportation and analyses of specimens.
- 4.1.1.17** Vendor must provide, upon request, expert witness testimony regarding the accuracy of specific employee testing should the results and subsequent actions be challenged by the employee.
 - 4.1.1.17.1** Expert witness testimony includes a collection expert to testify in court to the procedures followed in collecting the employee's specimen(s).

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4.1.1.17.2 Expert witness testimony includes a laboratory expert to testify in court to the procedures followed in testing the employee's specimen(s).

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

4.1.1.17.4 Expert testimony includes that provided by a collection expert at deposition.

4.1.1.17.5 Expert testimony includes that provided by a laboratory expert at deposition.

4.1.1.17.6 Expert testimony includes that provided by a MRO at deposition.

4.1.2 Testing Requirements

4.1.2.1 Vendor must provide for alcohol testing on-site using equipment approved by the US Department Transportation and found on its Conforming Products List available at: <http://www.gpo.gov/fdsys/pkg/FR-2012-06-14/pdf/2012-14582.pdf> using the collection protocols found in 49 CFR Part 40.

4.1.2.2 Vendor must provide for a confirmatory alcohol test on all breath concentrations in excess of .01.

4.1.2.3 If necessary, Vendor must provide for collection of blood specimens for alcohol analysis.

4.1.2.4 Vendor must provide for collection of urine on-site in compliance with Title 49 CFR Part 40.

4.1.2.5 Vendor must utilize a SAMHSA-certified laboratory. The laboratory shall test and store specimens (primary and split

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specimens) and have in place equipment that meets applicable regulations. Additionally, the laboratory shall have a quality control program in place that complies with 49 CFR Part 40.

- 4.1.2.6 Vendor must provide for transportation for all specimens to the appropriate testing laboratory in accordance with 49 CFR Part 40.
- 4.1.2.7 The split sample method of collection, handling, and storage is to be utilized.
- 4.1.2.8 Vendor must submit blind performance test specimens to the laboratory in accordance with 49 CFR Part 40.
- 4.1.2.9 At minimum, Vendor must perform chemical analyses of urine specimens to determine whether the person from whom the specimen was taken has been using any of the ten drugs listed:

- A. Amphetamines
- B. Cannabinoids (THC)
- C. Cocaine
- D. Opiates
- E. Phencyclidines (PCP)
- F. Barbiturates
- G. Benzodiazepines
- H. Methadone
- I. Propoxyphen
- J. Methaqualone

- 4.1.2.10 Vendor must provide a confirmatory test on all positive drug screens using gas chromatography / mass spectrometry technology.
- 4.1.2.11 If necessary, Vendor must provide for collection of blood specimens for drug analysis.

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4.1.2.12 Vendor must provide, as part of its services, a Certified Medical Review Officer (MRO), certified in accordance with 49 CFR Part 40.

4.1.2.13 Vendor must provide confirmed test results to DHHR's Director of the Office of Human Resources Management or his/her designee via confidential means, immediately upon confirmation by the MRO, but not later than 4:00 p.m. on the third business day following the date of a test. If not reported timely, DHHR will not be charged for the test. Vendor may not reschedule a test for the purposes of meeting this requirement. For the purposes of this requirement, business days are Monday through Friday.

4.1.2.14 Vendor must report results as "Negative," "Positive," "Abnormal," or "Safety Concern."

4.1.2.14.1 An "abnormal" result is used when the results of chemical analysis indicate that the properties of the sample are inconsistent with normal human values or that the sample is otherwise invalid.

4.1.2.14.2 A "safety concern" result is used when the employee has a valid prescription for the medication but the levels present indicate it is not being taken as prescribed or the effects of the medication may pose a safety risk due to the nature of the employee's work.

4.2 DHHR Mandatory Contract Services Requirements and Deliverables:

4.2.1 Upon contract award, DHHR's Director of the Office of Human Resources Management will provide a comprehensive list of individuals from each Facility / Bureau / Office authorized to request testing and receive results.

4.2.2 DHHR will not reimburse the vendor for initial set-up fee or for any renewal fees if the contract is renewed.

4.2.3 DHHR will not reimburse vendor for specimen adulteration assays.

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- We need form for our evaluation*
- 4.2.4 DHHR will not reimburse vendor for handling of rejected specimens or those otherwise unfit for testing.
 - 4.2.5 DHHR will not reimburse vendor for collection time. A collection is complete only after every employee has met his/her testing obligations.
 - 4.2.6 DHHR will reimburse the vendor a “no show” fee of the amount equal to the scheduled procedure in the event that vendor is called to a location for a scheduled pre-employment or for reasonable suspicion/for cause collection/testing procedure and the applicant or employee fails to appear for the collection/testing procedure after a reasonable waiting period of at least forty-five (45) minutes, provided that Vendor acquires written documentation of the circumstances of the “no show” from the authorized individual at the Facility/Bureau/Office or his/her designee prior to departing.

5. CONTRACT AWARD:

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

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

Line 1 through Line 4 All costs are to be based upon an all-inclusive **per-test** collection rate as seen through the entire process of analysis, culminating with the certification of results and proper reporting of such results to appropriate DHHR personnel.

- Line 1: Pre-Employment Drug Screening
- Line 2: Reasonable Suspicion Drug Screening
- Line 3: Pre-Employment Alcohol Screening
- Line 4: Reasonable Suspicion Alcohol Screening

Line 5 through Line 10 All costs are to be based upon an all-inclusive hourly rate including travel and preparation time.

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- Line 5: Collection Expert Witness Testimony
- Line 6: Laboratory Expert Witness Testimony
- Line 7: MRO Expert Witness Testimony
- Line 8: Collection Expert Witness Testimony at Deposition
- Line 9: Laboratory Expert Witness Testimony at Deposition
- Line 10: MRO Expert Witness Testimony at Deposition

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

Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

If responding with a paper bid, vendors should use the assembled CRFQ form (of the latest version), provided either with a mailed or faxed copy of the solicitation, or by downloading/printing from the Vendor Self Service (VSS) portal of wvOASIS, and insert the Unit Prices as instructed above. Then, they should multiply the Unit Price for each line by the provided Quantity (Qty) to calculate and enter a Total Price for each line. Vendors should not enter Total Prices without corresponding Unit Prices.

If responding electronically through VSS, the Total Price is calculated by the system automatically; vendors should only need to enter a Unit Price for each line.

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

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

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

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

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

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

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

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

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

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

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

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

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10. VENDOR DEFAULT:

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

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

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

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

10.1.4. Failure to remedy deficient performance upon request.

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

10.2.1. Immediate cancellation of the Contract.

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

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

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

Contract Manager: Linda Boggs
Telephone Number: 304-345-1396
Fax Number: 304-345-8907
Email Address: l.boggs@suddenlinkmail.com

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

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

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

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

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

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

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

2. Permitted Uses and Disclosures.


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

3. Obligations of Associate.

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

f. **Support of Individual Rights.**

- i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:
 - the date of disclosure;
 - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
 - a brief description of the PHI disclosed; and
 - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

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

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

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

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

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

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

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

4. Addendum Administration.

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

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

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

5. General Provisions/Ownership of PHI.

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

AGREED:

WV Department of Health
and Human Resources

Name of Agency: _____

Name of Associate: Joe Boggs & Associates, Inc.

Signature: _____

Signature: 


Title: _____

Title: President

Date: _____

Date: 9-30-16

Form - WVBA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF Sept 2017

Patrick Morrisey
Attorney General

Appendix A

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

Name of Associate: Joe Boggs & Associates, Inc.

WV Department of Health and Human Resources

Name of Agency: _____

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

All types of PHI in electronic, verbal, or any other form, including but not limited to:

- Names
- Geographic data
- All elements of dates
- Telephone numbers
- FAX numbers
- Email addresses
- Social Security numbers
- Medical record numbers
- Health plan beneficiary numbers
- Account numbers
- Certificate/license numbers
- Vehicle identifiers and serial numbers including license plates
- Device identifiers and serial numbers
- Web URLs
- Internet protocol addresses
- Biometric identifiers (i.e. retinal scan, fingerprints)
- Full face photos and comparable images
- Any unique identifying number, characteristic or code

To the minimum extent necessary, the services contained within this agreement involve the transmission of protected health information required for the appropriate oversight and administration of health care services and may include, but is not limited to, data and information related to: treatment data, beneficiary eligibility, medical records, and/or billing information, in paper, electronic, or any other form.

ATTACHMENT 1

Provisions Required for Federally Funded Procurements

1. **Federal Funds:** This purchase is being funded in whole or in part with Federal Funds and is subject to the requirements established in 2 CFR § 200. Pursuant to 2 CFR § 200.317 the provisions of 2 CFR §§ 200.322 and 200.326 are expressly included in this solicitation below and incorporated into any contract resulting from this solicitation by reference.
2. **2 CFR §200.322 Procurement of recovered materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
3. **§200.326 Contract provisions:** Pursuant to the requirements contained in 2 CFR §§ 200.317 and 200.326, the following provisions are included any contract resulting from this solicitation, to the extent that the provisions are applicable.

(A) At a minimum, the administrative, contractual, or legal remedies contained in W. Va. CSR § 148-1-5 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract resulting from this solicitation in instances where contractors violate or breach contract terms for contracts for more than the simplified acquisition threshold currently set at \$150,000 (which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908).

West Virginia Code of State Rules § 148-1-5 states:

§ 148-1-5. Remedies.

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.a. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.a.4. The existence of an organizational conflict of interest is identified;

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.c. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.d. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.d.1. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.d.2. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.a. The Director may suspend, for a period not to exceed one (1) year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.a.1. The vendor has exhibited a pattern of submitting bids and then requesting that its bid be withdrawn after bids have been publicly opened. For purposes of this provision, a pattern is two or more instances in any 12 month period.

5.4.a.2. The vendor has exhibited a pattern of poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to, two or more instances of any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; and failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.a.3. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.a.4. The vendor's actions have given rise to one or more of the grounds for debarment listed in section 5A-3-33d.

5.4.b. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.b.1. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.b.2. A notice of suspension must inform the vendor:

5.4.b.2.A. Of the grounds for the suspension;

5.4.b.2.B. Of the duration of the suspension;

5.4.b.2.C. Of the right to request a hearing contesting the suspension;

5.4.b.2.D. That a request for a hearing must be served on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension;

5.4.b.2.E. That the vendor's failure to request a hearing no later than five (5) working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.b.2.F. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.b.3. A vendor's failure to serve a request for hearing on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.
5.4.b.4. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.b.5. Within five (5) working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.b.6. The hearing will be recorded and an official record prepared. Within ten (10) working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.c. A vendor may appeal a decision of the Director to the Secretary of Administration. The appeal must be in writing and served on the Secretary no later than five (5) working days of receipt of the Director's decision.

5.4.d. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within ten (10) working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.e. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in West Virginia Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.a. Debarment proceedings shall be conducted in accordance with West Virginia Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.b. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.c. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor,

including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated. 5.5.d. Pursuant to West Virginia Code section 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.e. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.6. Damages.

5.6.a. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.b. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.c. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

(B) At a minimum, the termination for cause and for convenience provisions contained in W. Va. CSR § 148-1-5.2 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract in excess of \$10,000 resulting from this solicitation.

West Virginia Code of State Rules § 148-1-5.2 states:

5.2. Contract Cancellation.

5.2.a. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.a.4. The existence of an organizational conflict of interest is identified;

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.c. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

41 CFR § 60-1.3 defines "Federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Accordingly, to the extent that this contract meets the definition of a "federally assisted construction contract" under 41 CFR Part 60-1.3, the following clause is included:

41 CFR 60-1.4 - Equal opportunity clause. (b) Federally assisted construction contracts.

In accordance with the requirements of described above, and except as otherwise provided in the applicable regulations, the following language is hereby incorporated into any contract resulting from this solicitation involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may

request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(D) Davis-Bacon Act, as amended (40 U.S.C.3141–3148). Any construction contract resulting from this solicitation hereby requires compliance with the Davis-Bacon Act (40 U.S.C.3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor

Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week.

Any construction contract resulting from this solicitation hereby requires compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, any contract resulting from this solicitation in excess of \$100,000 that involve the employment of mechanics or laborers hereby requires compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended— Any contract resulting from this solicitation in excess of \$150,000 hereby requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)— Any contract resulting from this solicitation will not be awarded to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension."

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)— Any contract resulting from this solicitation requires compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
4. **Application is made for 5% vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Joe Boggs & Associates, Inc

Signed: 

Date: 9-30-16

Title: President

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

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: Joe Bobow & Associates Inc

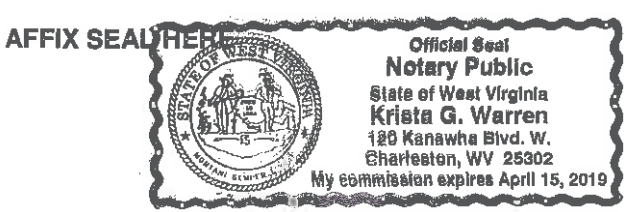
Authorized Signature: [Signature] Date: 9/20/16

State of WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 28th day of September, 2016

My Commission expires 4/15/19, 20 .



NOTARY PUBLIC Krista G. Warren
Purchasing Affidavit (Revised 08/01/2015)

**QUOTATION OF SERVICES
DRUG & ALCOHOL TESTING**

**FOR: WEST VIRGINIA HEALTH AND HUMAN
RESOURCES DHHR BUREAU FOR
BEHAVIORAL HEALTH & HEALTH
FACILITIES**

RFQ# CRFQ 0506 HHR1700000003
BUYER April Battle
BID OPENING 10-13-2016
LOCATION State of West Virginia
Purchasing Division
2019 Washington Street, East
Charleston, WV 25305-0130

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Appendix A- Medical Review Officer Certification

Appendix B- Laboratories Certification

Appendix C- Laboratories Certification

Appendix D- Medtox Certification

INTRODUCTION

We at Joe Boggs & Associates, Inc. are pleased to present this quotation for drug and alcohol testing to the WV DHHR/BHMF. As an experienced Third Party Administrator with years of experience in both regulated and non-regulated drug and alcohol testing our program will provide excellent service in the most flexible and non-disruptive manner available.

Joe Boggs & Associates, Inc. offers access to the most technically sound and legally defensible drug and alcohol services available. Our program utilizes fully trained collectors, certified Medical Review Officers, and SAMSHA certified laboratories. This quotation offers a comprehensive program to fulfill the requirements of the US DOT and the same time keeps costs and interference in the day-to-day activities of the operating agencies to a minimum.

As a company that is truly locally owned and operated, Joe Boggs & Associates, Inc. is not a subsidiary or franchise of any other entity and must stand on our own merit. In today's competitive marketplace our success has come from delivering quality services while maintaining personal customer relations with clients whether large or small. Delivering these services in a state with such diverse geography, varying population densities, different client needs, and changing regulations often requires us to think outside the box. We are committed to making drug and alcohol testing as efficient and free of problems as possible.

Joe Boggs is founder of Joe Boggs & Associates, Inc and Ritchie Boggs is President.

Procurement Specifications

Required Experience/Qualifications:

The selected vendor shall be a drug and alcohol testing vendor with demonstrated expertise with five (5) years experience in drug and alcohol testing. The vendor must have no successful claims against their professional liability insurance within the last two (2) years.

General Services:

1. Joe Boggs & Associates, Inc. agrees to provide timely drug screening and alcohol testing for approximately 765 new employee hires at the seven State owned and operated facilities.
2. Joe Boggs & Associates, Inc. could have 185 drug screens and alcohol tests required for reasonable suspicion/cause. These tests may be required at any facility on any day and at any time.
3. Joe Boggs & Associates, Inc. is responsible for the timely collection, analysis, certification of results, and proper reporting of the results to the respective Human Resources Department of the facility.
4. Joe Boggs & Associates, Inc. can and will provide expert witness testimony regarding the accuracy of specific employee test results should the results and subsequent actions be challenged by the employee.
5. Joe Boggs & Associates, Inc. will follow all US Department of Transportation collection protocols.

Specific Services:

The Vendor shall be required to:

1. Joe Boggs & Associates, Inc. uses Medtox Laboratories in St Paul MN for testing of urine in compliance with 49 CFR Part 40 which is the U.S. Department of Transportation's Rule regarding procedures for conducting workplace drug and alcohol testing. This includes necessary collection and identification supplies and transportation costs for the collection site to a Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory. The split sample method of collection, handling, and storage is to be utilized. US Department of Transportation collections protocols will be followed unless specifically requested by the DHHR/BHMF. The vendor is to provide a confirmatory test on all positive drug screens using gas chromatography/mass spectrometry technology.
2. The vendor provide each collector with a RBT-IV alcohol tester that confirms to all requests from DHHR/BHMF.
3. Joe Boggs & Associate, Inc. will not charge for specimen adulteration assays.
4. Joe Boggs & Associates, Inc. will not charge DHHR/BHMF for rejected specimen.
5. Joe Boggs & Associates, Inc. have a in-house MRO and the costs are included.
6. Joe Boggs & Associates, Inc. will provide mobile testing for regular hours and after hours for reasonable suspicion.
7. Joe Boggs & Associates, Inc. can provide for blood specimens.
8. Joe Boggs & Associates, Inc. will provide for blind samples as required.

9. Joe Boggs & Associates, Inc. will provide other services as required (including MRO testimony, laboratory litigation, package and etc. at no charge.
10. Joe Boggs & Associate, Inc. will provide written recapitulation of the test program activity on a monthly basis.
11. Joe Boggs & Associates, Inc. uses approved software from DrugPak that meets all record keeping for DHHR/BHMF.
12. Joe Boggs & Associates, Inc. understands DHHR/BHMF will not pay for waiting time.
13. Joe Boggs & Associates, Inc. understands the reimburse fee for no show and the 45 minutes waiting time.
14. Joe Boggs & Associates, Inc. does not charge for set up fee if contract is renewed.
15. Joe Boggs & Associates, Inc. is covered by Acord and The Hartford for amount DHHR/BHMF requires.
16. Joe Boggs & Associates, Inc. does have sufficient staff to provide services for 1600 to 1700 employees or more. We have been providing them to DHHR/BHMF for the past year. See list of employees and list of companies.

CONFIDENTIALITY

If awarded this contract Joe Boggs & Associates, Inc. agrees not to use or disclose at any time during or after the termination of the contract any information discovered or developed in the course of performance of the contract without the express written consent of the DHHR/BHMF except as required by 49 CFR Part 40.331. Any and all reports related to this contract will be submitted to the DHHR/BHMF through the Program Coordinator of each respective Agency.

OWNERSHIP OF MATERIAL DEVELOPED

Joe Boggs & Associates, Inc. agrees that if awarded this contract any materials and communication developed by the vendor in the course of performance of this contract shall be the property of the DHHR/BHMF. It is further agreed that the DHHR/BHMF shall be free to use such materials and communications as it sees fit.

IMPLEMENTATION

Joe Boggs & Associates, Inc. will begin implementation of the contract upon award. Testing can begin within 10 business days of contract.

EVALUATION CRITERIA

PROPOSED METHOD OF PERFORMANCE

Joe Boggs & Associates, Inc. plans to implement the DHHR/BHMF's Drug and Alcohol Testing Programs by communicating with the Program Managers identified by the Agency. Coordination of activities in a manner that protects the sensitive information developed in this type employee program is essential to the method of performance our organization can provide. We anticipate communicating daily with the DHHR/BHMF and are prepared to direct the necessary company resources to manage the Agency's Programs in a cost-effective manner. Joe Boggs & Associates, Inc. (Vendor) will implement the DHHR/BHMF's Drug and alcohol Testing programs for safety-sensitive employees in the following ways as defined by this RFQ:

- **Method of Collection:** Vendor will collect all breath and/or urine samples in compliance with 49 CFR Part 40 protocols. Collections will be conducted at the specific State hospitals unless noted. The split sample method of urine collection will be followed as described in the aforementioned regulation. Non-regulated breath and/or urine collections (if required by the DHHR/BHMF) will be conducted using the same protocols to ensure program consistency unless the Vendor is directed to deviate from these protocols by the Agency.
- **Equipment to be Used:** All breath alcohol testing will be performed with an evidential breath test (EBT) device. Specifically Joe Boggs & Associates, Inc. uses the Alco-Sensor IV manufactured by Intoximeters, Inc. of St. Louis, MO. This device is included in the National Highway Traffic Safety Administration's "List of Conforming Products" alcohol testing. Each EBT is connected to an Intoximeter RBT IV which is a battery powered unit that provides a printout of each test in accordance to 49 CFR 40.231(b). Joe Boggs & Associates, Inc. currently has 10 Alco-Sensor IV/RBT IV combinations in use. Joe Boggs & Associates, Inc. uses no other types of alcohol screening devices such as a saliva testing device since non-EBT's cannot be used for confirmation tests. Non-regulated alcohol tests are performed in an identical manner except the alcohol testing form specifically identifies the test as Non-DOT.

Urine collection will be conducted using standard test kits and Control and Custody Forms approved by the US DOT in 49 CFR part 40 (and Part 382 or 219 as applicable) for all regulated collections.

VENDOR REQUIREMENTS

Foundation Coal Company 1466 employees
Deborah Gresh/Human Resources Director
724/852-5878 phone
724/366-1397 cell

WV Highways 1676 drug test 612 alcohol test
Department of Transportation
Jeff Black/Human Resources Director
304/558-3111 phone

Bureau for Behavioral Health & Health Facilities
Ginny L Fitzwater/ Human Resources Director
304/558-5625

We are currently doing the test for the BBHH at all locations in West Virginia. Our Company performs over 7000 drug tests and over 2400 alcohol tests in 2015. If you need more references, let me know.

ORGANIZATION QUALIFICATIONS

The following is a list of personnel that will collect, certify and administer the drug and alcohol testing program at Joe Boggs & Associates, Inc. Collector certifications are found in Appendix A. MRO certifications are in Appendix B. MRO Resumes are in Appendix C. Breath Alcohol Technician certifications are in Appendix D.

Collectors and Breath Alcohol Technicians (all listed collectors have completed the new training requirements of 49 CFR Part 40.33):

Ritchie Boggs

Joseph Boggs

Glen Thaxton

Robert J Turner, Sr

Thomas DeVault

Archie Walker

Random Selection

Ritchie Boggs

Collection Scheduling

Linda Boggs

Medical Review Officers

Dr Glen Wright, MD (primary) In-house

Dr Dennis M Demby, MD (back-up)

Dr James F Byers, MD (back-up)

Assistant Medical Review Officer

Ritchie Boggs

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/28/2016

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 BB&T Insurance Services, Inc. 110 Dixie Street Carrollton, GA 30117 770 214-1991	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: CertificatesGA@bbandt.com		FAX (A/C, No): 877-657-1559
	INSURER(S) AFFORDING COVERAGE		
INSURED Joe Boggs & Associates Inc PO Box 771 Charleston, WV 25323	INSURER A: Homeland Insurance Co of NY	NAIC # 34452	
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional			MFL0048590316	03/19/2016	03/19/2017	\$1,000,000 Each Claim \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability-Professional Services: Medial Review Officer Services, Drug and Alcohol Testing Services, Training/Consulting on Drug Testing, Fingerprinting and Ordering Background and MVR Checks And DNA Testing, HIV Testing & TB Testing; Claims Made; Retro Date: 03/19/12; Deductible: \$0 Each Claim (Con't)Purchasing Division

CERTIFICATE HOLDER State of West Virginia Department of Administration; (Con't) 2019 Washington St E Charleston, WV 25305	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 



CERTIFICATE OF LIABILITY INSURANCE

SKY
R045DATE (MM/DD/YYYY)
9/27/2016

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 have ADDITIONAL INSURED provisions or 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		CONTACT NAME:	
BB&T INS SVCS INC/CARROLLTON/PHS		PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No): (888) 443-6112
267416 P: (866) 467-8730 F: (888) 443-6112		E-MAIL ADDRESS:	
PO BOX 29611		INSURER(S) AFFORDING COVERAGE	
CHARLOTTE NC 28229		INSURER A: Sentinel Ins Co LTD	
INSURED		NAIC#	
JOE BOGGS & ASSOCIATES INC		11000	
PO BOX 771		INSURER B:	
CHARLESTON WV 25323		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDE INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			20 SBA NU2681	03/09/2016	03/09/2017	EACH OCCURRENCE \$2,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	General Liab						MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$2,000,000
	POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$4,000,000
	AUTOMOBILE LIABILITY						\$
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	OWNED AUTOS ONLY <input type="checkbox"/>						BODILY INJURY (Per person) \$
	HIRE AUTOS ONLY <input type="checkbox"/>						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/>						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						\$
	EXCESS LIAB						EACH OCCURRENCE \$
	DED RETENTION \$						AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						PER STATUTE OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

State of West Virginia
Department of Administration
Purchasing Division
2019 WASHINGTON ST E
CHARLESTON, WV 25305

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

Joe Taylor

Medical Review Officer Certification Council

836 Arlington Heights Road, #327, Elk Grove Village, IL 60007*847-631-0599*FAX 847-483-1282*mrocc@mrocc.org

VERIFICATION OF CERTIFICATION

The Physician Named Below is Certified through the
Medical Review Officer Certification Council:



Verification of Certification for: Glen Wright, M.D.

Certification Number: 13-10216

Expiration Date: 10/21/2018

This notice serves as verification that the above referenced physician is a certified Medical Review Officer (MRO) through the Medical Review Officer Certification Council (MROCC).

MROCC certifies, through an eligibility process and written examination, licensed physicians who have had appropriate CME training and experience in performing the essential duties of the MRO. Certification is intended to ensure the public of quality services and the maintenance of ethical conduct by qualified physicians involved in drug and alcohol testing review.

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

The referenced physician is listed in the MROCC registry of Certified MROs located on the MROCC website on the Internet. A listing of all currently-certified MROs may be viewed and their verification letters printed from the web site.

Elizabeth E. Gresch, MD
Chairman of the Board

Michael G. Holland, MD
Secretary-Treasurer

Brian L. Compney
Executive Director

MROCC | Promoting and Preserving the Highest Quality of Standards Among Medical Review Officers
<http://www.mrocc.org>

MEDICAL REVIEW OFFICER CERTIFICATION COUNCIL

October 22, 2013

Glen Wright, M.D.
WVU Dept. of Behavioral Medicine
3200 MacCorkle Avenue, SE
Charleston Division, Fifth Floor
Charleston WV 25304

Dear Dr. Wright:

We are very pleased to confirm that you have successfully passed the MROCC certification examination. Your CME training plus the passing of this examination qualifies you for certification by the Medical Review Officer Certification Council as a Certified MRO.

Enclosed is your verification of certification letter containing your certificate number and expiration date. And, within the next several weeks you will be able to find your listing on the MROCC web site - we recommend you view your listing for accuracy. You may also want to purchase a professionally-printed MROCC certificate - appropriate for framing - and we have included an order form for you to complete and return to us if you would like to take advantage of this option.

And, for a nominal fee, MROCC also offers currently-certified MROs an opportunity to create a professional webpage that details your MRO and professional services. See details at www.mrocc.org/ExpandedStart.htm

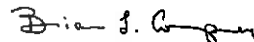
You may view your listing and make changes to it at the MROCC website at www.mrocc.org/portal2.htm. And, remember to please keep us updated with any address changes you have throughout your five years of MROCC certification.

Again, our warmest congratulations!

Sincerely,



Elizabeth E. Gresch, M.D.
Chairman, Board of Directors



Brian L. Compney
Executive Director

**CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS**

CERTIFICATE OF ACCREDITATION

LABORATORY NAME AND ADDRESS
MEDTOX LABORATORIES
402 W COUNTY RD D
SAINT PAUL, MN 55112-3522

CLIA ID NUMBER
24D0665278

LABORATORY DIRECTOR

EFFECTIVE DATE

06/03/2015

EXPIRATION DATE

08/02/2017

DR MARK CATLIN

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.



Karen W. Dyer
 Karen W. Dyer, Acting Director
 Division of Laboratory Services
 Survey and Certification Group
 Center for Clinical Standards and Quality

101 CMS_010716

If you currently hold a Certificate of Compliance or Certificate of Accreditation, below is a list of the laboratory specialties/subspecialties you are certified to perform and their effective date:

<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>	<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>
BACTERIOLOGY (110)	06/13/2006	HISTOPATHOLOGY (610)	06/13/2006
MYCOLOGY (120)	06/13/2006	ORAL PATHOLOGY (620)	06/13/2006
PARASITOLOGY (130)	06/13/2006	CYTOLOGY (630)	06/13/2006
VIROLOGY (140)	06/13/2006		
SYPHILIS SEROLOGY (210)	08/03/1999		
GENERAL IMMUNOLOGY (220)	10/13/2006		
ROUTINE CHEMISTRY (310)	06/03/1999		
URINALYSIS (320)	06/03/1999		
ENDOCRINOLOGY (330)	06/03/1999		
TOXICOLOGY (340)	04/03/2003		
HEMATOLOGY (400)	08/03/1999		
ABO & RH GROUP (510)	09/23/2010		
ANTIBODY NON-TRANSFUSION (530)	08/21/2010		

B

FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT WWW.CMS.GOV/CLIA
 OR CONTACT YOUR LOCAL STATE AGENCY. PLEASE SEE THE REVERSE FOR
 YOUR STATE AGENCY'S ADDRESS AND PHONE NUMBER.
 PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.



Advancing Excellence

**Accredited
Laboratory**



The College of American Pathologists

certifies that the laboratory named below

MEDTOX Laboratories, Inc

Saint Paul, Minnesota

Jennifer Collins, PhD

Mark G. Catlin, MD

CAP Number: 3039202

AU-ID: 1192042

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 February 4, 2017 to maintain accreditation.

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

RMSearles

Chair, Commission on Laboratory Accreditation

Amber...

President, College of American Pathologists

Certificate of Accreditation



The Substance Abuse and Mental Health
Services Administration
certifies that

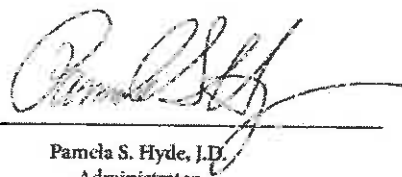
MedTox Laboratories, Inc.

St. Paul, MN

NLCP Laboratory Number: 0094

has successfully completed the requirements
of the National Laboratory Certification Program for urine laboratories in accordance
with the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

Effective December 7, 1988



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



Frances M. Harding
Director
Center for Substance Abuse Prevention

D

Bid Schedule

Any anticipated travel must be incorporated into the vendor's fee. No travel will be reimbursed by the State and is the sole responsibility of the vendor.

Vendor must include the cost of a certified Medical Review Officer (MRO) in the per test cost.

The vendor's quotation must include bids for the following information as outlined:

Service	Qty	Unit	Cost	Extension
1.1 A Pre-employment Drug Screening	765	tests	<u>92.00</u>	<u>70,380.00</u>
1.1 B Reasonable Suspicion Drug Screening	185	tests	<u>100.00</u>	<u>18,500.00</u>
1.2 A Pre-employment Alcohol Testing	765	tests	<u>7.00</u>	<u>5,355.00</u>
1.2 B Reasonable Suspicion Alcohol Testing	185	tests	<u>8.00</u>	<u>3,330.00</u>
4.1.1.17.1 Collection Expert Testimony	10	hours	<u>10.00</u>	<u>100.00</u>
4.1.1.17.2 Laboratory Expert Testimony	10	hours	<u>10.00</u>	<u>100.00</u>
4.1.1.17.3 MRO Expert Testimony	10	hours	<u>35.00</u>	<u>350.00</u>
4.1.1.17.4 Collection Expert Testimony at Deposition	10	hours	<u>10.00</u>	<u>100.00</u>
4.1.1.17.5 Laboratory Expert Testimony at Deposition	10	hours	<u>35.00</u>	<u>350.00</u>
4.1.1.17.6 MRO Expert Testimony at Deposition	10	hours	<u>35.00</u>	<u>350.00</u>
Total Bid				<u><u>98,915.00</u></u>

CONTACT INFORMATION

Vendor Name: Joe Boggs & Associates, Inc

Vendor Address: 1703 Woodvale Drive
Charleston, WV 25314

Vendor Contact Name: Linda Boggs

Vendor Phone Number: 304-345-1396

Vendor Fax Number: 304-345-8907

Vendor Email Address: l.boggs@suddenlinkmail.com

24-Hr Phone Number for Callback Services: 304-345-1396

Signature of Authorized Vendor Agent:



Date: 9-30-2016

Bid Schedule

Any anticipated travel must be incorporated into the vendor's fee. No travel will be reimbursed by the State and is the sole responsibility of the vendor.

Vendor must include the cost of a certified Medical Review Officer (MRO) in the per test cost.

The vendor's quotation must include bids for the following information as outlined:

Service	Qty	Unit	Cost	Extension
1.1 A Pre-employment Drug Screening	765	tests	92.00	70,380.00
1.1 B Reasonable Suspicion Drug Screening	185	tests	100.00	18,500.00
1.2 A Pre-employment Alcohol Testing	765	tests	3.00	2,295.00
1.2 B Reasonable Suspicion Alcohol Testing	185	tests	4.00	740.00
4.1.1.17.1 Collection Expert Testimony	10	hours	10.00	100.00
4.1.1.17.2 Laboratory Expert Testimony	10	hours	10.00	100.00
4.1.1.17.3 MRO Expert Testimony	10	hours	35.00	350.00
4.1.1.17.4 Collection Expert Testimony at Deposition	10	hours	10.00	100.00
4.1.1.17.5 Laboratory Expert Testimony at Deposition	10	hours	35.00	350.00
4.1.1.17.6 MRO Expert Testimony at Deposition	10	hours	35.00	350.00
Total Bid				93,265.00

CONTACT INFORMATION

Vendor Name: Joe Boggs & Associates, Inc

Vendor Address: 1703 Woodvale Drive
Charleston, WV 25314


Vendor Contact Name: Linda Boggs

Vendor Phone Number: 304-345-1396

Vendor Fax Number: 304-345-8907

Vendor Email Address: l.boggs@suddenlinkmail.com

24-Hr Phone Number for Callback Services: 304-345-1396

Signature of Authorized Vendor Agent:  Date: 9-30-2016



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

State of West Virginia
 Request for Quotation
 26 - Medical

Proc Folder: 253807

Doc Description: ADDENDUM #1 DRUG AND ALCOHOL TESTING SERVICES

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-10-11	2016-10-20 13:30:00	CRFQ 0506 HHR1700000003	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Joe Boggs & Associates, Inc
 1703 Woodvale Drive
 Charleston, WV 25314
 304-345-1396

FOR INFORMATION CONTACT THE BUYER

April Battle
 (304) 558-0067
 april.e.battle@wv.gov

Signature X 

FEIN # 55-066-4639

DATE 10-19-16

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

ADDITIONAL INFORMATION:

ADDENDUM #1 - TO EXTEND THE BID OPENING DATE FROM OCTOBER 13, 2016, AT 1:30 PM EST TO OCTOBER 20, 2016, AT 1:30 PM EST.

NO OTHER CHANGES.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Pre-Employment Drug Testing	765.00000	TEST	92.00	70,380.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Pre-Employment Drug Screening - Section 1.1 A - estimated 765 tests per year

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Reasonable Suspicion Drug Screening	185.00000	TEST	100.00	18,500.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Reasonable Suspicion Drug Screening - Section 1.1 B - estimated 185 tests per year

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Pre-Employment Alcohol testing	765.00000	TEST	3.00	2,295.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :
 Pre-Employment Alcohol Testing Section 1.2 A - estimated 765 tests per year

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Reasonable Suspicion Alcohol Testing	185.00000	TEST	4.00	740.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :
 Reasonable Suspicion Alcohol Testing - Section 1.2 B - estimated 185 tests per year.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Collection Expert Witness Testimony	10.00000	HOUR	10.00	100.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Collection Expert Witness Testimony - Section 4.1.1.17.1 - estimated 10 hours per year

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Laboratory Expert Witness Testimony	10.00000	HOUR	10.00	100.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Laboratory Expert Witness Testimony - Section 4.1.1.17.2 - estimated 10 hours per year

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	MRO Expert Witness Testimony	10.00000	HOUR	35.00	350.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

MRO Expert Witness Testimony - Section 4.1.1.17.3 - estimated 10 hours per year

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Collection Expert Testimony at Deposition	10.00000	EA	10.00	100.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :
Collectin Expert Testimony at Deposition - Section 4.1.1.17.4 - estimated 10 depositionsper year

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Laboratory Expert Testimony at Deposition	10.00000	EA	35.00	350.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :
Laboratory Expert Testimony at Deposition - Section 4.1.1.17.5 - estimated 10 depositions per year.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	MRO Expert Testimony at Deposition	10.00000	EA	35.00	350.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

MRO Expert Testimony at Deposition - Section 4.1.1.17.6 - estimated 10 depositions per year.

SCHEDULE OF EVENTS		
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<u>Line</u>	<u>Event</u>	<u>Event Date</u>
3	Questions Due	2016-09-30

HHR1700000003	Document Phase Draft	Document Description ADDENDUM #1 DRUG AND ALCOHOL TESTING SERVICES	Page 7 of 7
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ 0506 HHR1700000003
Addendum Number: #1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation: To change the bid open date from: 10/13/2016 to 10/20/16

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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

Addendum Numbers Received:


(Check the box next to each addendum received)

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

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



Company



Authorized Signature

10/17/16

Date

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



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

State of West Virginia
 Request for Quotation
 26 - Medical

Addendum 2

Proc Folder: 253807

Doc Description: ADDENDUM #2 DRUG AND ALCOHOL TESTING SERVICES

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-10-13	2016-10-20 13:30:00	CRFQ 0506 HHR1700000003	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:

Joe Boggs & Associates, Inc
 1703 Woodvale Drive
 Charleston, WV 25314
 304-345-1396

FOR INFORMATION CONTACT THE BUYER

April Battle
 (304) 558-0067
 april.e.battle@wv.gov

Signature X

FEIN # 55-066-4639

DATE 10-19-16

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

ADDITIONAL INFORMATION:

ADDENDUM #2 - TO RESPOND TO VENDOR QUESTIONS PER THE ATTACHED.
 NO OTHER CHANGES.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Pre-Employment Drug Testing	765.00000	TEST	92.00	70,380.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :
 Pre-Employment Drug Screening - Section 1.1 A - estimated 765 tests per year

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Reasonable Suspicion Drug Screening	185.00000	TEST	100.00	18,500.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :
 Reasonable Suspicion Drug Screening - Section 1.1 B - estimated 185 tests per year

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Pre-Employment Alcohol testing	765.00000	TEST	3.00	2,295.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :
 Pre-Employment Alcohol Testing Section 1.2 A - estimated 765 tests per year

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Reasonable Suspicion Alcohol Testing	185.00000	TEST	4.00	740.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :
 Reasonable Suspicion Alcohol Testing - Section 1.2 B - estimated 185 tests per year.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Collection Expert Witness Testimony	10.00000	HOUR	10.00	100.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :
 Collection Expert Witness Testimony - Section 4.1.1.17.1 - estimated 10 hours per year

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Laboratory Expert Witness Testimony	10.00000	HOUR	10.00	100.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Laboratory Expert Witness Testimony - Section 4.1.1.17.2 - estimated 10 hours per year

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	MRO Expert Witness Testimony	10.00000	HOUR	35.00	350.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

MRO Expert Witness Testimony - Section 4.1.1.17.3 - estimated 10 hours per year

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Collection Expert Testimony at Deposition	10.00000	EA	10.00	100.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Collectin Expert Testimony at Deposition - Section 4.1.1.17.4 - estimated 10 depositions per year

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Laboratory Expert Testimony at Deposition	10.00000	EA	35.00	350.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

Laboratory Expert Testimony at Deposition - Section 4.1.1.17.5 - estimated 10 depositions per year.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	MRO Expert Testimony at Deposition	10.00000	EA	35.00	350.00

Comm Code	Manufacturer	Specification	Model #
85121810			

Extended Description :

MRO Expert Testimony at Deposition - Section 4.1.1.17.6 - estimated 10 depositions per year.

SCHEDULE OF EVENTS

Line	Event	Event Date
3	Questions Due	2016-09-30

HHR170000003	Document Phase Draft	Document Description ADDENDUM #2 DRUG AND ALCOHOL TESTING SERVICES	Page 6 of 6
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ 0506 HHR1700000003

Addendum Number: #2

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 respond to vendor questions per the attached.

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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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 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 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.

Joe Boggs + Assoc Inc
Company

[Signature]

Authorized Signature

10/17/16
Date

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

Addendum #2 CRFQ 0506 HHR1700000003

To respond to vendor questions as follows:

1. What Laboratory are you currently working with?

RESPONSE: DHHR's current alcohol and drug-testing vendor is Joe Boggs & Assocs. in Charleston.

2. Who is your current Third Party Administrator?

RESPONSE: Clinical Reference Laboratory in Lenexa, KS for laboratory services and Dr. Glen Wright of Charleston for the MRO.

3. What is your current pricing?

RESPONSE:

Pre-Employment Alcohol Test	\$10.00/test
Pre-Employment Drug Test	\$90.00/test
Reasonable Suspicion Alcohol Test	\$20.00/test
Reasonable Suspicion Drug Test	\$98.00/test
Collection Expert Witness Testimony	\$10.00/hour (at trial or deposition)
Lab/MRO Expert Witness Testimony	\$35.00/hour (at trial or deposition)

4. Please list your current collection sites.

RESPONSE: Testing has not yet been rolled out to the entire Department. Collection sites have been limited to the seven (7) medical facilities listed under Section 1.1 of the Specifications. Once fully implemented, the selected vendor should anticipate needing to cover all locations listed in Sections 1.1 and 1.2 of the Specifications, if requested. In addition, the vendor should be prepared to reach anywhere in the State to collect samples at the scene of a motor vehicle accident, if necessary. Specific addresses will be provided at the time of request.

5. How many bids do you require?

RESPONSE: As many vendors that bid are acceptable. The State attempts to have obtain at least three bid responses. However, they will award a contract to the lowest bid meeting specs. regardless of the number of bid responses received.

6. On your drug panel you have "opiates" listed. Which one do you require? See below. The first one is just the normal opiates and the second one is the expanded opiates with includes the first & second one.

<u>Opiates</u>	<u>Opiates (SemiSynthetic)</u>
<u>Codeine</u>	<u>Hydromorphone</u>
<u>Morphine</u>	<u>Hydrocodone</u>
	<u>6-Acetylmorphine (reflex)</u>

or

RESPONSE: Current vendor screens for Codeine, Morphine, Oxycodone and Oxymorphone.

7. What is the number of Reasonable Suspicion Test that were conducted in the past year?

RESPONSE: From November 1, 2015 to October 1, 2016, the seven (7) locations currently utilizing the contract, requested 24 alcohol and drug reasonable suspicion tests.

NO OTHER CHANGES AS THIS TIME.