



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

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

Header # 12

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 238214	SO Doc Code: CRFQ
Procurement Type: Central Master Agreement	SO Dept: 0608
Vendor ID: VS0000010588	SO Doc ID: COR1700000001
Legal Name: Mergers Marketing Inc.	Published Date: 10/7/16
Alias/DBA:	Close Date: 10/20/16
Total Bid: \$221,045.00	Close Time: 13:30
Response Date: 10/18/2016	Status: Closed
Response Time: 17:06	Solicitation Description: ADDENDUM 5 DRUG TEST KITS- INMATES, PAROLEES,
Total of Header Attachments: 12	
Total of All Attachments: 12	



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 238214

Solicitation Description : ADDENDUM 5 DRUG TEST KITS- INMATES, PAROLEES, AND EMPLOYEE

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2016-10-20 13:30:00	SR 0608 ESR09071600000000947	1

VENDOR
VS0000010588 Mergers Marketing Inc.

Solicitation Number: CRFQ 0608 COR1700000001

Total Bid : \$221,045.00 **Response Date:** 2016-10-18 **Response Time:** 17:06:23

Comments:

FOR INFORMATION CONTACT THE BUYER
 Crystal Rink
 (304) 558-2402
 crystal.g.rink@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Narcotic test kits - Inmate and Parolees	2000.00000	EA	\$2.750000	\$5,500.00

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :	6-panel
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Comments: 6 Panel Cup FDA Approved and CLIA waived (Not iCup Brand)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Narcotic test kits - Inmate and Parolees	30000.00000	EA	\$3.500000	\$105,000.00

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :	10-panel
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Comments: 10 Panel Cup FDA Approved and CLIA waived (Not iCup Brand)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Narcotic test kits - Inmate and Parolees	13000.00000	EA	\$3.950000	\$51,350.00

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :	13-panel
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Comments: (Not iCup Brand) 13 Panel Cup FDA Approved and CLIA waived

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Manual swab test kits - Inmate and Parolees	5000.00000	EA	\$3.250000	\$16,250.00

Comm Code	Manufacturer	Specification	Model #
41112601			

Extended Description :	Manual swab test kits - Inmate and Parolees
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Comments: Not FDA Approved or CLIA waived

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Narcotic test kits - Employees	100.00000	EA	\$2.750000	\$275.00

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :	6-panel
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Comments: 6 Panel Cup FDA Approved and CLIA waived (Not iCup Brand)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Narcotic test kits - Employees	100.00000	EA	\$3.500000	\$350.00

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :	10-panel
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Comments: 10 Panel Cup FDA Approved and CLIA waived (Not iCup Brand)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Narcotic test kits - Employees	100.00000	EA	\$3.950000	\$395.00

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :	13-panel
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Comments: 13 Panel Cup FDA Approved and CLIA waived (Not iCup Brand)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Manual swab test kits - Employees	100.00000	EA	\$3.250000	\$325.00

Comm Code	Manufacturer	Specification	Model #
41112601			

Extended Description :	Manual swab test kits - Employees
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Comments: Not FDA Approved or CLIA waived

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Urinalysis laboratory services	100.00000	EA	\$30.000000	\$3,000.00

Comm Code	Manufacturer	Specification	Model #
85121805			

Extended Description :	6-panel confirmation testing
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Comments: The pricing is 30.00 per Drug positive

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Urinalysis laboratory services	100.00000	EA	\$30.000000	\$3,000.00

Comm Code	Manufacturer	Specification	Model #
85121805			

Extended Description :	10-panel confirmation testing
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Comments: The pricing is 30.00 per Drug positive

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Narcotic test kits - Inmate and Parolees	2000.00000	EA	\$2.750000	\$5,500.00

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :	6-panel
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Comments: 6 Panel Cup FDA Approved and CLIA waived (Not iCup Brand)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Training	1.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :	In person training course for DOC employees
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Comments: One in person visit at no cost and additional custom video tutorials at no additional cost. Additional in person training will need to be paid for.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Emergency Delivery Order	1.00000	EA	\$100.000000	\$100.00

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :	Emergency Delivery Order
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Comments: \$100.00 is per 4 Cases. Every 4 Cases (100 tests) with an emergency delivery will be an additional \$100.00.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Shipping Charge	1.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :	Shipping charge (less than 5 specimens per delivery)
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Comments: Shipping for confirmations are included in the pricing for Line 9 and Line 10.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	EtG and EtS Testing	1000.00000	EA	\$30.000000	\$30,000.00

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :	EtG and EtS Testing
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Comments: This cost is for Lab ETG testing.

SOLICITATION NUMBER: CRFQ – COR1700000001
Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as CRFQ COR1700000001 (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. Responses to vendor questions will be issued under separate addendum.
2. The bid opening has been extended from 10/06/2016 to 10/13/2016.

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.



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

State of West Virginia
 Request for Quotation
 23 – Laboratory

Proc Folder: 238214

Doc Description: ADDENDUM 3 DRUG TEST KITS- INMATES, PAROLEES, AND EMPLOYEE

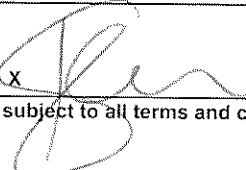
Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-09-30	2016-10-13 13:30:00	CRFQ 0608 COR1700000001	4

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:

FOR INFORMATION CONTACT THE BUYER
Crystal Rink (304) 558-2402 crystal.g.rink@wv.gov

Signature 	FEIN # 20-3050366	DATE 10/18/16
All offers subject to all terms and conditions contained in this solicitation		

ADDITIONAL INFORMATION:

Addendum No. 3 - to extend the bid opening from 10/06/2016 to 10/13/2016. Responses to vendor questions will be issued under separate addendum.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Narcotic test kits - Inmate and Parolees	2000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :

6-panel

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Narcotic test kits - Inmate and Parolees	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :

10-panel

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Narcotic test kits - Inmate and Parolees	13000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :
13-panel

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Manual swab test kits - Inmate and Parolees	5000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
41112601			

Extended Description :
Manual swab test kits - Inmate and Parolees

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Narcotic test kits - Employees	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :
6-panel

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Narcotic test kits - Employees	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :
10-panel

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Narcotic test kits - Employees	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :
13-panel

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Manual swab test kits - Employees	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
41112601			

Extended Description :
Manual swab test kits - Employees

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Urinalysis laboratory services	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121805			

Extended Description :
6-panel confirmation testing

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Urinalysis laboratory services	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121805			

Extended Description :
10-panel confirmation testing

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Narcotic test kits - Inmate and Parolees	2000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :
6-panel

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Training	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :
In person training course for DOC employees

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2016-08-29

COR1700000001	Document Phase Final	Document Description ADDENDUM 3 DRUG TEST KITS- INMATES, PAROLEES, AND EMPLOYEE	Page 7 of 7
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
 Request for Quotation
 23 — Laboratory

Proc Folder: 238214

Doc Description: ADDENDUM 4 DRUG TEST KITS- INMATES, PAROLEES, AND EMPLOYEE

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-10-06	2016-10-13 13:30:00	CRFQ 0608 COR1700000001	5

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:

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN # 20-30503666

DATE 10/18/16

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

ADDITIONAL INFORMATION:

Addendum No. 4 -

To provide answers to vendor questions

Bid opening remains 10/13/2016 at 1:30 PM EST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Narcotic test kits - Inmate and Parolees	2000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :

6-panel

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Narcotic test kits - Inmate and Parolees	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :

10-panel

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Narcotic test kits - Inmate and Parolees	13000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :
13-panel

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Manual swab test kits - Inmate and Parolees	5000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
41112601			

Extended Description :
Manual swab test kits - Inmate and Parolees

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Narcotic test kits - Employees	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :

6-panel

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Narcotic test kits - Employees	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :

10-panel

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Narcotic test kits - Employees	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :

13-panel

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Manual swab test kits - Employees	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
41112601			

Extended Description :
Manual swab test kits - Employees

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Urinalysis laboratory services	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121805			

Extended Description :
6-panel confirmation testing

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Urinalysis laboratory services	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121805			

Extended Description :

10-panel confirmation testing

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Narcotic test kits - Inmate and Parolees	2000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :

6-panel

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Training	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :

In person training course for DOC employees

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Emergency Delivery Order	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :
Emergency Delivery Order

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Shipping Charge	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :
Shipping charge (less than 5 specimens per delivery)

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	EiG and EtS Testing	1000.00000	EA		

<u>Comm Code</u>	<u>Manufacturer</u>	<u>Specification</u>	<u>Model #</u>
46151606			

Extended Description :
EtG and EtS Testing

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	VENDOR QUESTION DEADLINE	2016-08-29

COR1700000001	Document Phase Draft	Document Description ADDENDUM 4 DRUG TEST KITS- INMATES, PAROLEES, AND EMPLOYEE	Page 9 of 9
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ – COR1700000001

Addendum Number: 4

The purpose of this addendum is to modify the solicitation identified as CRFQ COR1700000001 (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To provide answers to vendor questions
2. To provide updated pricing page
3. To include chain of custody form

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

Terms and Conditions:

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

ATTACHMENT A

CRFQ COR1700000001

Addendum 4

Q1 On Page 33 Section 4.1.1.4.8, it shows that the saliva 6 panel test must be CLIA waived. Currently there are no saliva screens on the market that is CLIA waived. Will the State of West Virginia accept a Saliva Screen that is not CLIA waived and also not FDA approved?

A1 The State of West Virginia will remove the requirement for Saliva Screens to be CLIA waived and FDA approved. We will accept "For Forensic Use Only" products in this category.

Q2 Is the ICUP brand cup the only cup that will be accepted for CRFQ COR1700000001, or can other brands that meet the specifications be submitted?

A2 Alternative brands are acceptable.

Q3 When it states that the product being offered shall be customizable at any time at no additional cost, what does this mean? Does this mean that any time after being awarded that the drug panels can be changed on the cup at no additional cost?

A3 The Division of Corrections desires to have the ability to request differing combinations of drugs on the panels. Depending upon facility location, there may be varying narcotics in circulation that would require differing panel combinations. The ability to adjust specific drugs being screened on the panel is the intent of the Agency.

Q4 Can a Vendor bid on only the instant tests being requested and not on the lab confirmations needed? Or must all items be bid on to obtain this award?

A4 The Agency requests that the winning bidder offer both the tests, as well as a manner to obtain the lab confirmations. The confirmations may be necessary if an individual tests positive on the initial screen, but protests the results. By having lab confirmation as a part of this process, it enables a single contract to cover this possible need.

Q5 Will partial awards be granted in this big(sp)?

A5 The Agency desires to award a single contract. However, if it is apparent that there are multiple providers that can furnish portions of this contract at lower cost, the Agency would be willing to enter into multiple awards (i.e. tests for inmates/parolees v. tests for employment/employee).

Q6 Is the intent to award solicitation to a single vendor or will line item awards be permitted?

A6 The Agency desires to award a single contract. However, if it is apparent that there are multiple providers that can furnish portions of this contract at lower cost, the Agency would be willing to enter into multiple awards (i.e. tests for inmates/parolees v. tests for employment/employee).

CRFQ COR1700000001

Addendum 4

- Q7 Is a re-screen (re-test) of each specimen performed by the laboratory before confirmation?
- A7 Specimens sent to laboratory are only for confirmation.
- Q8 If a re-screen (re-test) of each specimen is performed by the laboratory, is lab confirmation of positive results only done by request or automatically?
- A8 Confirmations are only done by request.
- Q9 According to the FDA requirements, PPX (propoxyphene) was withdrawn from the market in 2010: should this drug still be considered for this RFQ?
- A9 This drug should still be considered for this RFQ.
- Q10 Which laboratory is currently performing the drug confirmations?
- A10 Alere is the current vendor being utilized. There is not a current contract for confirmation services.
- Q11 What is the current pricing for the confirmations per drug?
- A11 Agency does not have a current contract.
- Q12 How can we get a copy of the current contract?
- A12 Agency does not have a current contract.
- Q13 What is the current pricing for all ITEMS NO.1 through 12 listed in EXHIBIT A – CRFQ COR1700000001 Drug Testing Kits & Confirmation Services?
- A13 Agency does not have a current contract.
- Q14 To our knowledge, an FDA cleared Synthetic Cannabinoid test does not exist, please clarify or acknowledge.
- A14 The Agency acknowledges there is not an FDA cleared Synthetic Cannabinoid test.
- Q15 Is specimen pick up required at all Correction Facilities listed on Attachment A on a daily basis? If not daily, what is the protocol?
- A15 The Agency has traditionally shipped tests requiring confirmation services to the laboratory. Not all positive tests require lab confirmation if the individual admits use.
- Q16 Is specimen pick-up required on weekends?
- A16 Agency has traditionally shipped tests requiring confirmation services to the laboratory.

Addendum 4

Q17 How many times were MRO services required in 2015?

A17 None.

Q18 How many positive screens required confirmation in 2015?

A18 The Division of Corrections does not have accurate numbers. We had an estimated 1,500 test that were submitted for laboratory confirmation testing. For the current year, as a result of synthetic narcotics, confirmation testing is on the rise.

Q19 How many alcohol tests were there in 2015?

A19 The Division of Corrections does not have accurate numbers. We had approximately 3,000 alcohol tests.

Q20 May we receive a copy of the current chain of custody form?

A20 Current form is attached.

Q21 Are expert witnesses required to appear in court? If so, how many appearances were required in 2015?

A21 Expert witness testimony is a potential need, should a court case arise. The WV Division of Corrections did not require any appearances in 2015

Q22 Is the I Cup the current drug screening kit being used?

A22 The I Cup is the screening kit used predominantly by Agency facilities, and Parole Services. The intent of this RFQ is to establish a contract for the kits and confirmation services in order to comply with State Code in regards to purchasing requirements.

Q23 Section 10.1 Delivery Time: If vendor is required to deliver emergency supply orders within two (2) working days, will the vendor be allowed to charge for the expedited service?

A23 The Agency will allow a delivery charge should emergency orders require expedited delivery. A line item has been added to the Pricing Page.

Q24 As stated in the RFQ:

4.5.9 Vendor shall provide for each single donor cup a preprinted **chain of custody** with specimen ID not to exceed 15 characters and a self-adhesive peel off label with the matching specimen ID number.

4.5.12 Upon award, the successful laboratory confirmation services Vendor shall provide the following ancillary supplies to all Agency facilities listed on Attachment A:

Specimen collection containers/bottles

Addendum 4

Specimen baggies with absorbent material

Chain of Custody forms

Labels of various configurations

Security Seals

Pre-paid mailers

Overnight shipping service lab packs

Are duplicate or additional CHAIN OF CUSTODY FORMS being requested? Please clarify.

A24 This was a duplication of criteria. There is only a single Chain of Custody form required for each kit.

Q25 Would you take bid responses for just product and no lab services?

A25 Lab services are required should confirmation testing be needed. While the State does not send all tests out for confirmation testing, we do need to have this service available.

Q26 Can you be more specific about what is considered a correctional account when determining lab experience. Would large workplace/retail account also work as reference?

A26 A Correctional Account refers to a Correctional Institution. Large workplace/retail accounts would not work as a reference for this RFQ.

Q27 Can the bid response be mailed?

A27 Bid responses can be mailed. However, they must be received prior to bid opening time. See section 6 in the instructions to Vendors Submitting Bids

Q28 What other drugs and the cutoff level do you test for on the 13 panel?

A28 The 13 panel tests generally include:

Amphetamines	1000 ng/ml
Barbiturates	300 ng/ml
Buprenorphine	10 ng/ml
Benzodiazepines	300 ng/ml
Cocaine	300 ng/ml
Methamphetamines	1000 ng/ml
Methadone	300 ng/ml

Addendum 4

Opiates	2000 ng/ml
Oxycodone	100 ng/ml
Phencyclidine	25 ng/ml
Propoxyphene	300 ng/ml
Tricyclic Antidepressants	1000 ng/ml
Tetrahydrocannabinol/Marijuana	50 ng/ml

Q29 Can you list all cutoffs requested. SAMSHA has 2 cutoffs allowed for several drugs like: AMP (1000 or 500).

A29	Amphetamines	1000 ng/ml
	Barbiturates	300 ng/ml
	Buprenorphine	10 ng/ml
	Benzodiazepines	300 ng/ml
	Cocaine	300 ng/ml
	Methamphetamines	1000 ng/ml
	Ecstasy	120 ng/ml
	Methadone	300 ng/ml
	Opiates	2000 ng/ml
	Oxycodone	100 ng/ml
	Phencyclidine	25 ng/ml
	Propoxyphene	300 ng/ml
	Synthetic Cannabinoids	qualitative
	Tricyclic antidepressants	1000 ng/ml
	Tetrahydrocannabinol/Marijuana	50 ng/ml

Q30 Would a portal to record all results work vs photocopying them?

A30 Yes, a portal that provides access to reports would be acceptable.

Q31 For the 510K on saliva tests, it is our understanding that this limits the market to a sole participant. We feel the department to look further into this to provide the 510K has been received on the saliva test. OR can we bid without the 510K as again this limits the market.

A31 The State will waive the 510K notification for oral swab/saliva tests.

Q32 There are no SAMSHA or other cutoff levels specified for oral fluids. Please clarify them.

A31 Industry standards will suffice.

Addendum 4

- Q33 The 510K issue also touches on K2 and SynCannabinoids. To our knowledge no company has a 510K on K2 will you remove this spec?
- A33 The State removes the 510K notification for K2/SynCannabinoids.
- Q34 The bid has a minimum fill line requirement. Can you please clarify?
- A34 The minimum fill line refers to the minimum sample required for testing purposes.
- Q35 The bid seems to include SVT for saliva tests, too. Clarify?
- A35 The State removes the indication of specimen validity testing for saliva tests. These will be for forensic use only.
- Q36 Certain places in bid say 1 minute read time and then in another section a 5 minute read. Which is it?
- A36 The State will amend all references to results in under 1 minute to the 5 minute result timeframe.
- Q37 Unless something new has happened, I think their reference to CLIA cutoff levels is a misunderstanding of the data Redwood lists on it materials for cutoffs. As far as I know there are SAMSHA cutoff levels and CLIA waived tests. Can you please clarify what a CLIA cutoff is?
- A37 This was a misunderstanding of the State. The State acknowledges that there are no CLIA cutoff levels, however we are referring to the tests being CLIA waived.
- Q38 Will the State consider separating this bid into two sections – one for inmate testing and one for employee testing – and awarding these separately?
- A38 The State would consider separate vendors for inmate and employee testing. However, if separate vendors are awarded, each would need to provide laboratory confirmation testing.
- Q39 Will a vendor be disqualified for not bidding on all line items?
- A39 Vendors would not be disqualified for not bidding on all line items. The State is open to awarding to Vendors based upon inmate, or employee, testing population. Laboratory confirmation testing would be a requirement for each.
- Q40 Would the State allow vendors to subcontract the employee lab testing portion to a certified laboratory, as long as vendors indicate which laboratory and provide documentation of certification and/or reference?
- A40 The State will allow vendors to subcontract the lab testing. However, the vendor will be responsible for notifying the State if the laboratory fails to retain certification.

Addendum 4

Q41 Will the State allow vendors to charge a separate fee for shipping specimens back to lab if there are fewer than 5 specimens in a bag? Or must all shipping fees be included in the confirmation fee?

A41 The State will allow for a charge for shipping less than 5 specimens in a bag. Line item 14 has been added to capture pricing for shipping fees.

Q42 The State indicates that it requires an 18 month shelf life (p. 30 section 4.1.1.1.10, section 4.1.1.2.10, p. 31 section 4.1.1.3.10, OFD p. 33 section 4.1.1.4.7, p. 35 section 4.2.1.10, p. 4.2.4.7) – will a 12 month shelf life be acceptable to the state?

A42 The State will amend the shelf life from 18-month to a minimum of 12 month shelf life.

Q43 Regarding the State's reference to CLIA cut-off levels (p.30 section 4.1.1.1.11, p. 31 section 4.1.1.3.11, OFD p. 33 section 4.1.1.4.8), please note that CLIA does not have a specific mandated cut-off levels. Please outline which cutoff levels are required for inmate devices, or clarify that industry standard levels will be acceptable.

A43 The State acknowledges CLIA does not mandate cut off levels. Please see cutoff levels from A29.

Q44 Regarding the State's requirement that the vendor allow for custom cup configurations (p. 29 & 30), will the State agree to discuss their desired configuration and verify with vendor as to feasibility prior to ordering?

A44 The State will agree to the need to request customization prior to order. The Vendor should, if possible, provide a listing of all configurations readily available after contract award. However, no additional charges will be incurred for customization.

Q45 There appears to be a slight conflict in specifications regarding device result time – in one place, the bid indicates that a 5 minute result generation time is acceptable (p. 39 section 4.5.2) and in other it appears to be a 1 minute result generation time (p. 29 section 4.1.1.1.2). Please clarify which is required. Five minutes is industry standard.

A45 Please see response to A36.

Q46 Regarding the State's specification for devices to have 97% accuracy (p. 29 section 4.1.1.1.2, p. 30 section 4.1.1.2.2, p. 31 section 4.1.1.3.2, OFD p. 33 section 4.1.1.4.3, p. 34 section 4.2.1.2, p. 35 section 4.2.2.2, p. 37 section 4.2.3.2, p. 38 section 4.2.4.3): device accuracy varies based on drug configuration, with accuracy being specific to each drug strip. For some drugs, accuracy may be higher or lower than 97%, and can have accuracy rates that are higher or lower separately in respect to positive and negative results. Is the State looking for overall accuracy that averages 97% accuracy or higher? Will the State consider devices on a case-by-case basis that may vary slightly?

Addendum 4

- A46 The State will allow an overall accuracy that averages 97% or higher.
- Q47 Please confirm that the State is looking for oral fluid screening to be done via a device (as opposed to laboratory).
- A47 Correct, the State is seeking a device for oral fluid screening.
- Q48 On page 33 section 4.1.1.4.9 and on page 38 section 4.2.4.9, the State requires that the 6 Drug Saliva Test (oral fluid device) be FDA cleared. However only one FDA-cleared oral fluid device currently exists on the market, and it does not contain a test for Barbiturates (it has PCP instead). Will the State accept oral fluid devices that are not FDA-cleared (i.e. Forensic Use Only devices)? Or would the State like to modify the drugs required for the oral fluid device (i.e. removing BAR and adding PCP to the desired configuration)?
- A48 The State will accept oral fluid devices that are for "Forensic Use Only."
- Q49 Regarding the 6-drug Saliva Test required for employee testing, please note that there are no SAMSHA mandated cut-off levels for oral fluids. Please indicate if industry standard levels on oral fluid devices will be acceptable to the State.
- A49 Industry standard levels are acceptable.
- Q50 In section 4.5.11.2, the state indicates that cardboard shipping containers are required. Will the State allow the vendor to provide labpacks (not cardboard containers) for shipment of specimens overnight to the laboratory for confirmation? This packaging has been deemed acceptable by couriers such as FedEx for the transportation of urine and oral fluid specimens.
- A50 The State will allow labpacks rather than cardboard containers.
- Q51 We did not see EtG testing listed as a line item in this bid, although there is reference to EtG testing on page 41 in section 4.5.18 and 4.5.19. Does the State intend for these tests to be charged at the same rate as the laboratory confirmations line item and, therefore, to be considered part of this line item? Or will the State add a separate line item for EtG/EtS testing?
- A51 The State will add a separate line item for this testing. The pricing page has been updated to capture pricing.
- Q52 The State requires MRO services under section 4.6 of the bid. However, many laboratories will not provide MRO services directly as this poses a potential conflict of interest. Will the State consider removing this line item and contracting separately with an MRO for services? Laboratory vendors will still be able to send results to an MRO for review.
- A52 The State will require an MRO, if needed, for court testimony.

Addendum 4

Q53 If the State chooses to keep MRO services as part of this contract, would the State consider separating out MRO services as its own line item on a “per review” price basis? Or does this need to be lumped into the confirmation (employee) testing fee?

A53 The State will separate MRO services to its own line item on a “per review” price basis.

Q54 For the MRO or Lab Representative as Expert Witness (line item #11), would the State consider separating out these two line items – one for MRO testimony and one for lab representative testimony?

A54 The State will require either/or an MRO or Lab Representative. Per A 53, a separate line item will be added for bid purposes.

Q55 Regarding the State’s requirement for a minimum fill line (p. 29 section 4.1.1.1.8, p. 30 section 4.1.1.2.8, p. 31 section 4.1.1.3.8, p. 34 section 4.2.1.8, p. 36 section 4.2.2.8, p. 37 section 4.2.3.8), would the State consider a vendor offering devices without this line?

A55 For urine screening devices, the State requires indication of a minimum acceptable volume for testing be included with the testing kit.

Q56 Please advise as to whether vendors providing drug testing services – not on the grounds or in the buildings of the Capitol complex – will be required to provide employee fingerprint-based state & federal background inquiry through the state repository, as indicated in section 41 of the bid.

A56 Vendors will not be providing services on the grounds or in the buildings of the Capitol complex. This section of the General Terms and Conditions have no effect upon this contract.

Q57 Regarding the specification for 15-character limit on the chain of custody (p. 40 section 4.5.9): please clarify what the “specimen ID” field is. Is this in reference to the donor ID (i.e. name or unique ID), or the requisition number on the form (automatically preprinted)?

A57 The 15 character field on the chain of custody should be a preprinted requisition number.

Q58 Is the State flexible regarding the configurations required? For instance, we notice that the current devices utilized by the State do not match what is being requested in the bid. Would the State allow vendors to bid pricing for a 6-drug, 10-drug, and 13-drug cup that vary slightly in configuration from the configurations listed in the specifications?

A58 The State is requesting pricing for only configurations that are listed in the specifications

Q59 Please clarify what the State means by “flat fee” under section 7.2 for Payment on page 43 of the bid. Is this a flat fee per drug per specimen (per drug is the industry standard)? Do

CRFQ COR1700000001

Addendum 4

drugs include only standard drugs, but also specialty drugs (specialty drugs generally cost more and vary in pricing)? If specialty drugs are included, which ones?

A59 The State is referring to a "flat fee" per drug.

Q60 Similarly, please confirm that the Laboratory confirmation items (lines #9 and #10) are on a "per drug" unit basis, as opposed to a "per specimen" unit basis.

A60 Laboratory confirmation is also on a "per drug" basis.

Urine Drug Test

laboratory test requisition

REQ# 900967

Client ID: [REDACTED]

URINE TEST REQUISITION

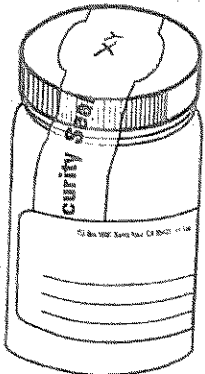
URINE DRUG SCREEN TYPE

- Pre-Employment Periodic Medical Random Other
 Post-Accident Reasonable Cause Baseline
- Chain of Custody: Yes No

Specimen temperature within range: Yes, 90°-100°F (32°-38°C) No, record specimen temperature here _____

LABELING AND TESTS ORDERED

Label usage example



1. Tighten cap.
2. Place security seal across lid as shown.
3. Place patient I.D. label around bottle as shown.

Security Seal

(Donor's Initials)

↓ PEEL OFF

R53 Screen 8.PCP 090 Oxycotin
 Other: _____ Collector: _____

GC/MS Confirm _____

Patient ID: _____ Collection Date: _____
 Req# 900967

↑ PEEL OFF ↑

DONOR CERTIFICATION (To be completed by donor)

I certify, that I provided my urine specimen to the collector and that I have not adulterated it in any manner. The specimen was sealed in my presence with a tamper-evident seal and the information provided on this form and on the label affixed to the specimen tube is correct. I authorize Redwood Toxicology Laboratory to perform the tests listed and to release the results of this test to: [REDACTED]

Donor's signature:

[REDACTED SIGNATURE]

Donor's name as listed above (please print):

[REDACTED NAME]

Donor's ID (SSN OR DL#):

[REDACTED ID]

COLLECTOR VERIFICATION (To be completed by collection station personnel)

I certify, that this specimen was collected from the above person following established protocols, and the specimen has been properly sealed and labeled.

Collector's signature:

[REDACTED SIGNATURE]

Date and time of collection:

/ / : : AM
 PM

Collector's name as listed above (please print):

[REDACTED NAME]

Collection site phone:

[REDACTED PHONE]

RECEIVING (To be completed by laboratory):

Specimen received by:

[REDACTED]

Date received:

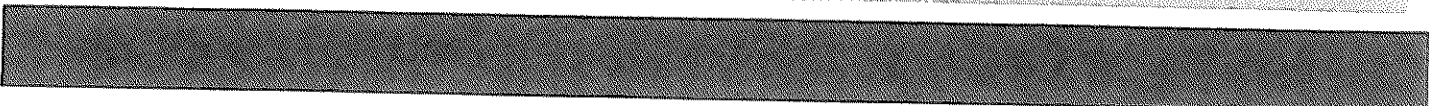
[REDACTED]

Seal intact?

Yes No

Labels match?

Yes No





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

State of West Virginia
 Request for Quotation
 23 — Laboratory

Proc Folder: 238214

Doc Description: ADDENDUM 5 DRUG TEST KITS- INMATES, PAROLEES, AND EMPLOYEE

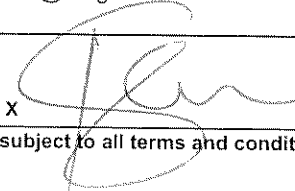
Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-10-07	2016-10-20 13:30:00	CRFQ 0608 COR1700000001	6

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:

FOR INFORMATION CONTACT THE BUYER
Crystal Rink (304) 558-2402 crystal.g.rink@wv.gov

Signature X 	FEIN # 20-3050366	DATE 10/18/16
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All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Addendum No. 5 -

To extend the bid opening date to 10/20/2016 at 1:30 PM EST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Narcotic test kits - Inmate and Parolees	2000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :

6-panel

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Narcotic test kits - Inmate and Parolees	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :

10-panel

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Narcotic test kits - Inmate and Parolees	13000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :
13-panel

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Manual swab test kits - Inmate and Parolees	5000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
41112601			

Extended Description :
Manual swab test kits - Inmate and Parolees

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Narcotic test kits - Employees	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :
6-panel

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Narcotic test kits - Employees	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :
10-panel

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Narcotic test kits - Employees	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :
13-panel

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Manual swab test kits - Employees	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
41112601			

Extended Description :
Manual swab test kits - Employees

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Urinalysis laboratory services	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121805			

Extended Description :
6-panel confirmation testing

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Urinalysis laboratory services	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121805			

Extended Description :
10-panel confirmation testing

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Narcotic test kits - Inmate and Parolees	2000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :
6-panel

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Training	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :
In person training course for DOC employees

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Emergency Delivery Order	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :
Emergency Delivery Order

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Shipping Charge	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :
Shipping charge (less than 5 specimens per delivery)

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	EtG and EtS Testing	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46151606			

Extended Description :
EtG and EtS Testing

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2016-08-29

COR1700000001	Document Phase Final	Document Description ADDENDUM 5 DRUG TEST KITS- INMATES, PAROLEES, AND EMPLOYEE	Page 8 of 8
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ COR170000001

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

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

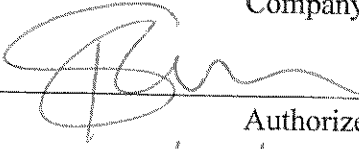
Addendum Numbers Received:

(Check the box next to each addendum received)

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

Mergers Marketing Inc.
Company


Authorized Signature

10/18/2016
Date

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

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: August 29, 2016 at 4:00 PM EST

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

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

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

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

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

SEALED BID:

BUYER: Crystal Rink
SOLICITATION NO.: CRFQ COR1700000001
BID OPENING DATE: September 15, 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 n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

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

Bid Opening Date and Time: September 15, 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.

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 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 _____ or more.

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

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

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

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

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

n/a

for n/a

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

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

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.

Kelly Johnson Government Contracts & Bids Account Manager
(Name, Title)
Michael Lotterstein President
(Printed Name and Title)
18344 Oxnard St. #101 Tarzana, CA 91356
(Address)
866-465-2855 / 866-400-7979
(Phone Number) / (Fax Number)
kelly@drug-tests-in-bulk.com
(email address)

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

Mergers Marketing Inc.

(Company)


(Authorized Signature) (Representative Name, Title)

Kelly Johnson Government Contract & Bid Account Manager
(Printed Name and Title of Authorized Representative)

9/13/16
(Date)

866-465-2855 x133 Fax: 866-400-7979
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ COR170000001

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

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

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

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

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

Mergers Marketing Inc.

Company



Authorized Signature

9/13/16

Date

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

**REQUEST FOR QUOTATION
CRFQ COR170000001
COR238214 Drug Test Kits and Supplies**

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Division of Corrections to establish a contract for I Cup Panel Drug Test kits (including standard and customizable), mouth swabs, other supplies and Confirmation Laboratory Services as specified in this RFQ.

Agency has over 5,000 inmates housed in multiple correctional sites throughout the State of West Virginia. The Agency has more than 2,500 parolee offenders located throughout the state.

In addition to drug testing of WVDOC inmates and parolee offenders, the specified drug testing kits and confirmation laboratory services may be utilized for civilian pre-employment drug testing as well as "for cause" testing on employees of the Agency.

Drug testing kits and associated supplies shall be shipped to the facilities listed on Attachment A. In addition, Vendor agrees to provide drug testing kits and associated supplies to all new facilities added by the Agency during the term of this agreement at the same contract price.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 "Contract Item" or "Contract Items" means the list of items identified in Section 3.1 below and on the Pricing Pages.
- 2.2 "Contract Services" means Laboratory confirmation testing as more fully described in these specifications.
- 2.3
- 2.4 "Pricing Pages" means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
- 2.5 "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 "ALL INCLUSIVE" means self-contained to prevent exposure to contamination.
- 2.7 "RFQ" means the official request for quotation published by the Purchasing Division and identified as COR238214.

**REQUEST FOR QUOTATION
CRFQ COR1700000001
COR238214 Drug Test Kits and Supplies**

- 2.8 “STATEWIDE” means that the vendor must provide services and commodities to all DOC facilities in the state in 55 counties.

The following acronyms will correspond with the type of drug being specified going further in this RFQ:

AMP – Amphetamines
BAR – Barbiturates
BUP - Buprenorphine
BZO – Benzodiazepines
COC – Cocaine
MAMP – Methamphetamines
MDMA - Ecstasy
MTD – Methadone
OPI – Opiates
OXY – Oxycodone
PCP – Phencyclidine
PPX – Propoxyphene
SynCANN – Synthetic Cannabinoids
TCA – Tricyclic antidepressants
THC – Tetrahydrocannabinol/Marijuana

- 2.9 “FDA 510 K” refers to the notification to FDA of vendors intent to market a medical device.

3. QUALIFICATIONS: Vendor shall have the following minimum qualifications.

- 3.1 For laboratory confirmation services, a minimum of five (5) years’ experience, to include state and/or county correctional facility. Inmate population must be a minimum of 5,000 inmates to qualify for consideration.
- 3.2 For laboratory confirmation services, Vendor shall provide a minimum of three (3) professional references which should include at least one state or county correctional facility. Vendor references should be submitted with bid.
- 3.3 For laboratory services, Vendor shall provide curriculum vitae of Laboratory Director with bid.
- 3.4 For laboratory services, Vendor shall be certified by the Substance Abuse & Mental Health Services Administration (SAMSHA) and the US Department of Health and Human Services (HHS) for employment and parole revocations for drug testing confirmations; Clinical Laboratory Improvement Amendments (CLIA) for inmate drug testing confirmations.

**REQUEST FOR QUOTATION
CRFQ COR170000001
COR238214 Drug Test Kits and Supplies**

Vendor shall provide proof of such certifications with its bid.

4. GENERAL REQUIREMENTS:

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

4.1.1 Inmate and Parolee drug testing kits

4.1.1.1 All Inclusive On Site Urine Screening Device- I Cup Instant Drug Test Kit 6 panel or equivalent

- 4.1.1.1.1** The Product shall be a 6 panel test including AMP, BARB, COC, MAMP, OPI, and THC.
- 4.1.1.1.2** The product shall render accurate results (rate of 97% or higher) in under a minute.
- 4.1.1.1.3** The product shall have built in adulteration detection to aid in the prevention of sample tampering.
- 4.1.1.1.4** The product shall be all inclusive without a separate testing device.
- 4.1.1.1.5** The product shall have easy to read results. Test result region shall have clear indication of drug indicated test, control line which indicates test is valid, and indication of presence of drug in sample
- 4.1.1.1.6** The product shall be able to detect drugs indicated on the panel simultaneously.
- 4.1.1.1.7** The product shall not leak during air/ground shipping.
- 4.1.1.1.8** The cup shall have a minimum fill line clearly displayed on the outside of the cup.
- 4.1.1.1.9** The Agency reserves the right to change the composition of drugs on the screens at no additional cost. Request for composition of drugs will be indicated at time of order.

**REQUEST FOR QUOTATION
CRFQ COR1700000001
COR238214 Drug Test Kits and Supplies**

- 4.1.1.1.10 The Product shall have a minimum 18 month shelf life.
- 4.1.1.1.11 The product shall include Clinical Laboratory Improvement Amendments (CLIA) cut off levels, and shall have the ability to be confirmed via laboratory confirmation testing.
- 4.1.1.1.12 The product shall be FDA approved for commercial distribution with an active 510K notification document.
- 4.1.1.1.13 Vendor shall provide, at their expense, the following samples upon request:
 - 4.1.1.1.13.1 Shipping Bag
 - 4.1.1.1.13.2 Shipping container that will hold a minimum of two (2) specimen cups
 - 4.1.1.1.13.3 Chain of custody form
- 4.1.1.1.14 Each sterile cup shall be provided in a sealed bag with lot number, expiration date, and drug cut-off levels.
- 4.1.1.2 All Inclusive On Site Urine Screening Device- I Cup Instant Drug Test Kit 10 panel or equivalent (2292)**
 - 4.1.1.2.1 The Product shall be a 10 panel test including AMP, BAR, BZO, COC, MAMP, MTD, OPI, TCA, and THC.
 - 4.1.1.2.2 The product shall render accurate results (rate of 97% or higher) in under a minute.
 - 4.1.1.2.3 The product shall have built in adulteration detection to aid in the prevention of sample tampering.
 - 4.1.1.2.4 The product shall be all inclusive without a separate testing device.
 - 4.1.1.2.5 The product shall have easy to read results. Test result region shall have clear indication of drug indicated test, control line which indicates test is valid, and indication of presence of drug in sample

**REQUEST FOR QUOTATION
CRFQ COR170000001
COR238214 Drug Test Kits and Supplies**

- 4.1.1.2.6 The product shall be able to detect drugs indicated on the panel simultaneously.
- 4.1.1.2.7 The product shall not leak during air/ground shipping.
- 4.1.1.2.8 The cup shall have a minimum fill line clearly displayed on the outside of the cup.
- 4.1.1.2.9 The Agency reserves the right to change the composition of drugs on the screens at no additional cost. Request for composition of drugs will be indicated at time of order.
- 4.1.1.2.10 The Product shall have a minimum 18 month shelf life.
- 4.1.1.2.11 The product shall include Clinical Laboratory Improvement Amendments (CLIA) cut off levels, and shall have the ability to be confirmed via laboratory confirmation testing.
- 4.1.1.2.12 The product shall be FDA approved for commercial distribution with an active 510K notification document.
- 4.1.1.2.13 Vendor shall provide, at their expense, the following samples upon request:
 - 4.1.1.2.13.1 Shipping Bag
 - 4.1.1.2.13.2 Shipping container that will hold a minimum of two (2) specimen cups
 - 4.1.1.2.13.3 Chain of custody form
- 4.1.1.2.14 Each sterile cup shall be provided in a sealed bag with lot number, expiration date, and drug cut-off levels.
- 4.1.1.3 **Customizable All Inclusive On Site Urine Screening Device- I Cup Instant Drug Test Kit 13 panel or equivalent**
 - 4.1.1.3.1 The Product shall be a 13 panel test including (at a minimum) AMP, BAR, BZO, COC, MAMP, MTD, OPI, TCA, and THC, and shall also be customizable at any time at no additional cost.

**REQUEST FOR QUOTATION
CRFQ COR170000001
COR238214 Drug Test Kits and Supplies**

- 4.1.1.3.2 The product shall render accurate results (rate of 97% or higher) in under a minute.
- 4.1.1.3.3 The product shall have built in adulteration detection to aid in the prevention of sample tampering.
- 4.1.1.3.4 The product shall be all inclusive without a separate testing device.
- 4.1.1.3.5 The product shall have easy to read results. Test result region shall have clear indication of drug indicated test, control line which indicates test is valid, and indication of presence of drug in sample
- 4.1.1.3.6 The product shall be able to detect drugs indicated on the panel simultaneously.
- 4.1.1.3.7 The product shall not leak during air/ground shipping.
- 4.1.1.3.8 The cup shall have a minimum fill line clearly displayed on the outside of the cup.
- 4.1.1.3.9 The Agency reserves the right to change the composition of drugs on the screens at no additional cost. Request for composition of drugs will be indicated at time of order.
- 4.1.1.3.10 The Product shall have a minimum 18 month shelf life.
- 4.1.1.3.11 The product shall include Clinical Laboratory Improvement Amendments (CLIA) cut off levels, and shall have the ability to be confirmed via laboratory confirmation testing.
- 4.1.1.3.12 The product shall be FDA approved for commercial distribution with an active 510K notification document.
- 4.1.1.3.13 Vendor shall provide, at their expense, the following samples upon request:
 - 4.1.1.3.13.1 Shipping Bag
 - 4.1.1.3.13.2 Shipping container that will hold a minimum of two (2) specimen cups

REQUEST FOR QUOTATION
CRFQ COR170000001
COR238214 Drug Test Kits and Supplies

- 4.1.1.3.13.3 Chain of custody form
- 4.1.1.3.14 Each sterile cup shall be provided in a sealed bag with lot number, expiration date, and drug cut-off levels.
- 4.1.1.4 Panel Saliva Test for oral fluids 6 panel**

 - 4.1.1.4.1 The product shall be a 6 panel test including AMP, BAR, COC, MAMP, OPI, and THC.
 - 4.1.1.4.2 Product shall be non-invasive, gender neutral collections with no exposure to specimen.
 - 4.1.1.4.3 The product shall render accurate results (rate of 97% or higher) in under a minute.
 - 4.1.1.4.4 The product shall be a packaged all-inclusive without a separate testing device, with the ability to detect multiple drugs.
 - 4.1.1.4.5 The product shall have easy to read results. Test result region shall have clear indication of drug indicated test, control line which indicates test is valid, and indication of presence of drug in sample
 - 4.1.1.4.6 The product shall be able to detect drugs indicated on the panel simultaneously.
 - 4.1.1.4.7 The Product shall have a minimum 18 month shelf life.
 - 4.1.1.4.8 The product shall include Clinical Laboratory Improvement Amendments (CLIA) cut off levels, and shall have the ability to be confirmed via laboratory confirmation testing.
 - 4.1.1.4.9 The product shall be FDA approved for commercial distribution with an active 510K notification document.
 - 4.1.1.4.10 Vendor shall provide, at their expense, the following samples upon request:

 - 4.1.1.4.10.1 Shipping Bag

**REQUEST FOR QUOTATION
CRFQ COR170000001
COR238214 Drug Test Kits and Supplies**

- 4.1.1.4.10.2 Shipping container that will hold a minimum of two (2) specimen cups
 - 4.1.1.4.10.3 Chain of custody form
 - 4.1.1.4.11 Each test shall be provided in a seal bag with lot number, expiration date, and drug cut-off levels.
 - 4.1.1.4.12 The product shall have fast turn-around time from receipt of specimen (48 hours 2 negative, 72 hours positive).
 - 4.1.1.4.13 Each oral swab kit shall be provided in a sealed bag with lot number, expiration date, and drug cut-off levels.
- 4.2 Employment/Employee drug testing kits**
- 4.2.1 All Inclusive On Site Urine Screening Device- I Cup Instant Drug Test Kit 6 panel or equivalent**
 - 4.2.1.1 The Product shall be a 6 panel test including AMP, BARB, COC, MAMP, OPI, and THC.
 - 4.2.1.2 The product shall render accurate results (rate of 97% or higher) in under a minute.
 - 4.2.1.3 The product shall have built in adulteration detection to aid in the prevention of sample tampering.
 - 4.2.1.4 The product shall be all inclusive without a separate testing device.
 - 4.2.1.5 The product shall have easy to read results. Test result region shall have clear indication of drug indicated test, control line which indicates test is valid, and indication of presence of drug in sample
 - 4.2.1.6 The product shall be able to detect drugs indicated on the panel simultaneously.
 - 4.2.1.7 The product shall not leak during air/ground shipping.
 - 4.2.1.8 The cup shall have a minimum fill line clearly displayed on the outside of the cup.

**REQUEST FOR QUOTATION
CRFQ COR1700000001
COR238214 Drug Test Kits and Supplies**

- 4.2.1.9 The Agency reserves the right to change the composition of drugs on the screens at no additional cost. Request for composition of drugs will be indicated at time of order.
- 4.2.1.10 The Product shall have a minimum 18 month shelf life.
- 4.2.1.11 The product shall include Substance Abuse & Mental Health Services Administration (SAMSHA) and the US Department of Health and Human Services (HHS) cut off levels, and shall have the ability to be confirmed via laboratory confirmation testing.
- 4.2.1.12 The product shall be FDA approved for commercial distribution with an active 510K notification document.
- 4.2.1.13 Vendor shall provide, at their expense, the following samples upon request:
 - 4.2.1.13.1 Shipping Bag
 - 4.2.1.13.2 Shipping container that will hold a minimum of two (2) specimen cups
 - 4.2.1.13.3 Chain of custody form
- 4.2.1.14 Each sterile cup shall be provided in a sealed bag with lot number, expiration date, and drug cut-off levels.
- 4.2.2 **All Inclusive On Site Urine Screening Device- I Cup Instant Drug Test Kit 10 panel or equivalent (2292)**
 - 4.2.2.1 The Product shall be a 10 panel test including AMP, BAR, BZO, COC, MAMP, MTD, OPI, TCA, and THC.
 - 4.2.2.2 The product shall render accurate results (rate of 97% or higher) in under a minute.
 - 4.2.2.3 The product shall have built in adulteration detection to aid in the prevention of sample tampering.
 - 4.2.2.4 The product shall be all inclusive without a separate testing device.
 - 4.2.2.5 The product shall have easy to read results. Test result region shall have clear indication of drug indicated test, control line which

**REQUEST FOR QUOTATION
CRFQ COR170000001
COR238214 Drug Test Kits and Supplies**

indicates test is valid, and indication of presence of drug in sample

- 4.2.2.6 The product shall be able to detect drugs indicated on the panel simultaneously.
- 4.2.2.7 The product shall not leak during air/ground shipping.
- 4.2.2.8 The cup shall have a minimum fill line clearly displayed on the outside of the cup.
- 4.2.2.9 The state reserves the right to change the composition of drugs on the screens at no additional cost. Request for composition of drugs will be indicated at time of order.
- 4.2.2.10 The Product shall have a minimum 18 month shelf life.
- 4.2.2.11 The product shall include Substance Abuse & Mental Health Services Administration (SAMSHA) and the US Department of Health and Human Services (HHS) cut off levels, and shall have the ability to be confirmed via laboratory confirmation testing..
- 4.2.2.12 The product shall be FDA approved for commercial distribution with an active 510K notification document.
- 4.2.2.13 Vendor shall provide, at their expense, the following samples upon request:
 - 4.2.2.13.1 Shipping Bag
 - 4.2.2.13.2 Shipping container that will hold a minimum of two (2) specimen cups
 - 4.2.2.13.3 Chain of custody form
- 4.2.2.14 Each sterile cup shall be provided in a sealed bag with lot number, expiration date, and drug cut-off levels.
- 4.2.3 **Customizable All Inclusive On Site Urine Screening Device- I Cup Instant Drug Test Kit 13 panel or equivalent**
 - 4.2.3.1 The Product shall be a 13 panel test including (at a minimum) AMP, BAR, BZO, COC, MAMP, MTD, OPI, TCA, and THC, and shall also be

**REQUEST FOR QUOTATION
CRFQ COR1700000001
COR238214 Drug Test Kits and Supplies**

customizable at any time at no additional cost.

- 4.2.3.2 The product shall render accurate results (rate of 97% or higher) in under a minute.
- 4.2.3.3 The product shall have built in adulteration detection to aid in the prevention of sample tampering.
- 4.2.3.4 The product shall be all inclusive without a separate testing device.
- 4.2.3.5 The product shall have easy to read results. Test result region shall have clear indication of drug indicated test, control line which indicates test is valid, and indication of presence of drug in sample
- 4.2.3.6 The product shall be able to detect drugs indicated on the panel simultaneously.
- 4.2.3.7 The product shall not leak during air/ground shipping.
- 4.2.3.8 The cup shall have a minimum fill line clearly displayed on the outside of the cup.
- 4.2.3.9 The state reserves the right to change the composition of drugs on the screens at no additional cost. Request for composition of drugs will be indicated at time of order.
- 4.2.3.10 The Product shall have a minimum 18 month shelf life.
- 4.2.3.11 The product shall include Substance Abuse & Mental Health Services Administration (SAMSHA) and the US Department of Health and Human Services (HHS) cut off levels, and shall have the ability to be confirmed via laboratory confirmation testing.
- 4.2.3.12 The product shall be FDA approved for commercial distribution with an active 510K notification document.
- 4.2.3.13 Vendor shall provide, at their expense, the following samples upon request:
 - 4.2.3.13.1 Shipping Bag
 - 4.2.3.13.2 Shipping container that will hold a minimum of two (2) specimen cups

**REQUEST FOR QUOTATION
CRFQ COR1700000001
COR238214 Drug Test Kits and Supplies**

4.2.3.13.3 Chain of custody form

4.2.3.14 Each sterile cup shall be provided in a sealed bag with lot number, expiration date, and drug cut-off levels.

4.2.4 Panel Saliva Test for oral fluids 6 panel

4.2.4.1 The Product shall be a 6 panel test including AMP, BAR, COC, MAMP, OPI, and THC.

4.2.4.2 Product shall be non-invasive, gender neutral collections with no exposure to specimen.

4.2.4.3 The product shall render accurate results (rate of 97% or higher) in under a minute.

4.2.4.4 The product shall be a packaged all-inclusive without a separate testing device, with the ability to detect multiple drugs.

4.2.4.5 The product shall have easy to read results. Test result region shall have clear indication of drug indicated test, control line which indicates test is valid, and indication of presence of drug in sample

4.2.4.6 The product shall be able to detect drugs indicated on the panel simultaneously.

4.2.4.7 The Product shall have a minimum 18 month shelf life.

4.2.4.8 The product shall include Substance Abuse & Mental Health Services Administration (SAMSHA) and the US Department of Health and Human Services (HHS) cut off levels, and shall have the ability to be confirmed via laboratory confirmation testing.

4.2.4.9 The product shall be FDA approved for commercial distribution with an active 510K notification document.

4.2.4.10 Vendor shall provide, at their expense, the following samples upon request:

4.2.4.10.1 Shipping Bag

4.2.4.10.2 Shipping container that will hold a minimum of two (2) specimen cups

**REQUEST FOR QUOTATION
CRFQ COR1700000001
COR238214 Drug Test Kits and Supplies**

- 4.2.4.11 Chain of custody form
- 4.2.4.12 Each test shall be provided in a seal bag with lot number, expiration date, and drug cut-off levels.
- 4.2.4.13 The product shall have fast turn-around time from receipt of specimen (48 hours 2 negative, 72 hours positive).
- 4.2.4.14 Each oral swab kit shall be provided in a sealed bag with lot number, expiration date, and drug cut-off levels.
- 4.3 Vendor shall provide initial in-person training course(s) at no additional cost to the Agency to ensure that the Agency performs effective drug screens in a manner consistent with manufacturer recommendations. In addition, vendor will provide in-depth and interactive training procedures for additional staff training. Vendor will provide additional training should changes in product warrant such supplemental training. Vendor will provide a certification process in which, train the trainers are able to certify other users and provide a "certificate" upon successful completion of the competency.
- 4.4 The kits shall have a built-in specimen validity testing for three or more of the following: Oxidants, Specific Gravity, pH, Nitrite, Glutaraldehyde, and Creatinine.
- 4.5 Urinalysis screening drug testing kit shall be convenient and ready to use at any location.
 - 4.5.1 Drug testing kits shall not require any mixing of reagents or pretreatments/special handling of urine samples.
 - 4.5.2 Drug testing kits shall be capable of producing results within five (5) minutes and results shall be stable for a minimum of one hour.
 - 4.5.3 Vendor shall provide kits that are easy to determine the result clearly and concisely.
 - 4.5.4 Drug testing kit shall not require refrigeration.
 - 4.5.5 Drug testing kit must utilize colloidal gold technology.
 - 4.5.6 Drug testing kit shall have a built-in temperature strip to indicate validity of specimen.
 - 4.5.7 Vendor shall provide a drug testing kit wherein the screening results can be photocopied as a permanent record.

REQUEST FOR QUOTATION
CRFQ COR1700000001
COR238214 Drug Test Kits and Supplies

- 4.5.8 Drug testing kits shall include a built-in procedural control that confirms sufficient specimen volume, adequate membrane wicking, and correct procedural technique.
- 4.5.9 Vendor shall provide for each single donor cup a preprinted chain of custody with specimen ID not to exceed 15 characters and a self-adhesive peel off label with matching specimen ID number.
- 4.5.10 The label shall provide a place to enter collection time, date, and client initials.
- 4.5.11 Packaging
- 4.5.11.1 The Drug Test Kits shall be provided in a seal bag with lot number, expiration date, drugs cut- off levels.
- 4.5.11.2 Vendor shall to supply clear sealable shipping bags and sturdy cardboard shipping containers for shipping positive results for lab confirmation.
- 4.5.11.3 The name and location of each Division of Corrections facility is listed in Exhibit A. The Vendor shall provide the contract items, at contract price, to any additional DOC facility(s) that may open, or require equipment and supplies during the course of the contract.
- 4.5.12 Upon award, the successful laboratory confirmation services Vendor shall provide the following ancillary supplies to all Agency facilities listed on Attachment A:
- Specimen collection containers/bottles
 - Specimen baggies with absorbent material
 - Chain of Custody forms
 - Labels of various configurations
 - Security Seals
 - Pre-paid mailers
 - Overnight shipping service lab packs
- 4.5.13 Gas Chromatography/Mass Spectrometry (GC/MS) and/or Liquid Chromatography/Tandem Mass Spectrometry (LC/MS/MS) shall be the testing confirmation method.
- 4.5.14 The confirmation laboratory shall be currently certified and maintain certification by the US Department of Health and Human Services (HHS) for all confirmations; Clinical Laboratory Improvement Amendments (CLIA) for inmate confirmations, and Substance Abuse Mental Health Administration (SAMSHA), to meet the standards for federal workplace drug testing programs for employment and parolee offender

REQUEST FOR QUOTATION
CRFQ COR170000001
COR238214 Drug Test Kits and Supplies

revocations. A copy of the certification should be provided with the bid.

- 4.5.15 The confirmation laboratory may, for inmate testing, be performed by certified Clinical Laboratory Improvement Amendments (CLIA) licensed laboratories; however, the Agency retains the requirement for SAMSHA lab testing for employee and pre-employment screenings. In addition, Agency will utilize SAMSHA lab testing for all parole revocations.
- 4.5.16 If the SAMSHA, and/or CLIA certification of the confirmation laboratory is suspended or revoked, Vendor shall notify Agency within ten (10) business days.
- 4.5.17 Vendor shall provide GC/MS confirmation testing of all positive screens or specimens that Agency requests to be confirmed. The methodology must 1) apply a theory or technique that can be, and has been, tested; 2) the theory or technique must have been subjected to peer review and publication; 3) it must have a known, or potential, error rate; 4) there must be an existence and maintenance of standards controlling its operation.; and 5) it must have attracted widespread acceptance within a relevant scientific community. See *Daubert v. Merrell Dow Pharmaceuticals, Inc.* 509 US 579 (1993).

Inmates and Parolee Offenders: The purpose of this testing is for criminal justice purposes and the Agency does not use administrative cutoffs for workplace testing. As such, the Agency requires that the confirmation lab test to limit of detection (LOD), which are consistent with the methodology specified above. The LOD shall reflect the concentrations at which the specific drug can be detected to a reasonable degree of scientific certainty and upon which admissible opinion testimony can be given therefrom for both institutional discipline and probation revocation proceeding.

Civilian Pre-employment and Staff "For Cause" Drug Testing: The confirmation testing for this category shall be conducted in compliance with the Guidelines for Federal Workplace Drug Testing Programs. These Guidelines can be located at: <https://www.federalregister.gov/articles/2016/06/30/2016-15469/mandatory-guidelines-for-federal-workplace-drug-testing-programs>

- 4.5.18 Ethyl glucuronide (EtG) tests shall be used for alcohol (ethanol) screens. In addition to EtG, Ethyl Sulfate (EtS) shall be used as secondary testing for specific metabolite or biomarker of ethanol. Vendor must test and report EtS, in conjunction with EtG, to confirm recent ethanol ingestion.
- 4.5.19 The cutoff level for use in the EtG/EtS testing shall be 100 ng/mL. Any EtG level over 100 ng/mL must indicate exposure to ethanol.

REQUEST FOR QUOTATION
CRFQ COR1700000001
COR238214 Drug Test Kits and Supplies

- 4.5.20** The successful Vendor for laboratory confirmation services shall provide overnight delivery services to its laboratory for all samples and specimens for both drug and alcohol testing. All alcohol specimens and all positive drug specimens may be shipped to the laboratory for confirmation services.
- 4.5.21** All urine specimens that test positive for drugs, alcohol, and/or metabolites shall be stored at a secure warehouse for a minimum of six (6) months. Negative alcohol specimens will be stored for two (2) days. Additionally, chain of custody records, documentation, and analytical records shall be securely stored for a minimum of three (3) years.
- 4.6** Vendor shall provide services of a Medical Review Officer (MRO) on an as needed basis. Said MRO shall review, analyze, and report on confirmed positive test results. When required, MRO shall conduct medical interviews with the donor for any confirmed positive, adulterated, substituted, invalid test results, and if necessary, review donor's medical history. Agency may request expert testimony from MRO in court or grievance proceedings regarding verified positive findings. This must be a per hour bid to include any travel.
- 4.7** Vendor must provide the agency with the most up to date version of each drug testing kit

5. CONTRACT AWARD:

- 5.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 5.2 Pricing Pages:** Vendor should complete the Pricing Pages by indicating unit price, and extended price. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.
- 5.2.1** The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.
- 5.2.2** Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address:
Crystal.G.Rink@wv.gov.

**REQUEST FOR QUOTATION
CRFQ COR1700000001
COR238214 Drug Test Kits and Supplies**

- 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.
- 7. ORDERING AND PAYMENT:**
- 7.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 7.2 Payment:** Agency shall pay flat fee for confirmation services, and 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.
- 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.

**REQUEST FOR QUOTATION
CRFQ COR170000001
COR238214 Drug Test Kits and Supplies**

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

10. DELIVERY AND RETURN:

10.1 **Delivery Time:** Vendor shall deliver standard orders within five (5) working days after orders are received. Vendor shall deliver emergency orders within two (2) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

10.2 **Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

10.3 **Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

10.4 **Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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

**REQUEST FOR QUOTATION
CRFQ COR1700000001
COR238214 Drug Test Kits and Supplies**

11. VENDOR DEFAULT:

- 11.1 The following shall be considered a vendor default under this Contract.
- 11.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
 - 11.1.2 Failure to comply with other specifications and requirements contained herein.
 - 11.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 11.1.4 Failure to remedy deficient performance upon request.

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

- 11.2.1 Immediate cancellation of the Contract.
- 11.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 11.2.3 Any other remedies available in law or equity.

12. MISCELLANEOUS:

- 12.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 12.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

REQUEST FOR QUOTATION
CRFQ COR170000001
COR238214 Drug Test Kits and Supplies

- 12.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 12.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Kelly Johnson
Telephone Number: 866-465-2855
Fax Number: 866-400-7979
Email Address: Kelly@drugtestsinbulk.com

Attachment A
COR238214 Drug Test Kits

Facilities

Anthony Correctional
313 Anthony Center Drive
White Sulphur Springs, WV 24986

Beckley Correctional
111 S. Eisenhower Drive
Beckley, WV 25801

Charleston Correctional
1356 Hansford Street
Charleston, WV 25301

Denmar Correctional
4319 Denmar Road
Hillsboro, WV 24946

Huntington Work Release
1236 Fifth Avenue
Huntington, WV 25701

Huttonsville Correctional
PO Box 1
Huttonsville, WV 26273

Lakin Correctional
11264 Ohio River Road
West Columbia, WV 25287

Martinsburg Correctional
38 Grapevine Road
Martinsburg, WV 25401

Mt. Olive Correctional
1 Mountainside Way
Mt. Olive, WV 25185

Northern Correctional
112 Northern Regional Correctional Dr.
Moundsville, WV 26041

Ohio County Correctional
1501 Eoff Street
Wheeling, WV 26003

Parkersburg Correctional
225 Holiday Hills Drive
Parkersburg, WV 26104

Pruntytown Correctional
PO Box 159
Grafton, WV 26354

St. Marys Correctional
2880 N. Pleasants Highway
St. Marys, WV 26170

Salem Correctional
7 Industrial Blvd.
Salem, WV 26426

Parole Offices

Beckley Parole Office
3225 Robert C. Byrd Drive
Beckley, WV 25801

Charleston Parole Office
1339 Plaza East
Charleston, WV 25301

Clarksburg Parole Office
215 West Main Street
Clarksburg, WV 26301

Elkins Parole Office
1513 Harrison Avenue, Unit 27
Elkins, WV 26241

Huntington Parole Office
801 Madison Avenue
Huntington, WV 25704

Keyser Parole Office
102 North Main Street
Keyser, WV 26726

Lewisburg Parole Office
913 Washington St. W Ste 1
Lewisburg, WV 24901

Logan Parole Office
229 Stratton Street, Rm 306
Logan, WV 25601

Martinsburg Parole Office
1520 Winchester Avenue
Martinsburg, WV 25405

Parkersburg Parole Office
225 Holiday Hills Drive, Ste 1
Parkersburg, WV 26104

Princeton Parole Office
159 Davis Street
Princeton, WV 24739

Ripley Parole Office
117 North Court Street
Ripley, WV 25271

Welch Parole Office
110 Park Avenue Suite 111
Welch, WV 24801

Wheeling Parole Office
1025 Main Street
Wheeling, WV 26003

Administrative

Central Office
1409 Greenbrier Street
Charleston, WV 25311

WV Corrections Academy
PO Box 850
Glenville, WV 26351

Moundsville Training Center
818 Jefferson Avenue
Moundsville, WV 26041

WV Oasis

Transaction Number: 20160927105329

Status: CompletedOk

Amount: \$125.00

Company Name: Mergers Marketing Inc.

Name: Kelly Johnson

Address: 18344 Oxnard Street

Suite 101

Tarzana CA 91356

Phone: 866-465-2855

e-Mail: kelly@drugtestsinbulk.com

Card Holder: Liran Reingold

Card Type: American Express

Card: xxxxxxxxxxx1014

*Your bank statement will show WV Treasury for this transaction

RFQ No. 0608-COR1700000001

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Mergers Marketing Inc.
Authorized Signature: [Signature] Date: 9/16/16

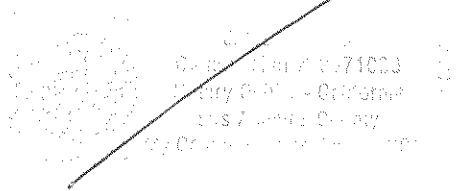
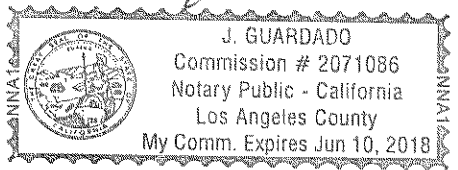
State of CALIFORNIA
County of Los Angeles, to-wit:

Taken, subscribed, and sworn to before me this 16 day of September, 2016
My Commission expires June 10, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC

Purchasing Affidavit (Revised 07/01/2012)





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

State of West Virginia
 Request for Quotation
 23 - Laboratory

Proc Folder: 238214

Doc Description: ADDENDUM 1 DRUG TEST KITS- INMATES, PAROLEES, AND EMPLOYEES

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-09-01	2016-09-22 13:30:00	CRFQ 0608 COR1700000001	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:

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN #

20-3050366

DATE

9/27/16

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

ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF CORRECTIONS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT TO PROVIDE DRUG TESTING KITS AND LABORATORY SERVICES FOR INMATES, PAROLEES, AND EMPLOYEES PER THE ATTACHED DOCUMENTATION.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Narcotic test kits - Inmate and Parolees	2000.00000	EA	\$2.75	\$5,500.00

Comm Code	Manufacturer	Specification	Model #
46151606	Healgen	PreScreen CLIA	PSC-DOA-9165

Extended Description :
6-panel

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Narcotic test kits - Inmate and Parolees	30000.00000	EA	\$ 3.50	\$ 105,000

Comm Code	Manufacturer	Specification	Model #
46151606	Healgen	PreScreen CLIA	PSC-DOA-9106

Extended Description :
10-panel

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Narcotic test kits - Inmate and Parolees	13000.00000	EA	\$3.95	\$51,350

Comm Code	Manufacturer	Specification	Model #
46151606	Healgen	PreScreen CLIA	PSC-D0A-9135

Extended Description :
13-panel

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Manual swab test kits - Inmate and Parolees	5000.00000	EA	\$3.25	\$16,250

Comm Code	Manufacturer	Specification	Model #
41112601	Healgen	instacube (Non-FDA)	100-9105

Extended Description :
Manual swab test kits - Inmate and Parolees

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Narcotic test kits - Employees	100.00000	EA	\$2.75	\$275.00

Comm Code	Manufacturer	Specification	Model #
46151606	Healgen	PreScreen CLIA	PSC-D0A-9165

Extended Description :
6-panel

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Narcotic test kits - Employees	100.00000	EA	\$3.50	\$350.00

Comm Code	Manufacturer	Specification	Model #
46151606	Healgen	PreScreen Clia	PSC-DDA-9106

Extended Description :
10-panel

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Narcotic test kits - Employees	100.00000	EA	\$ 3.95	\$ 395.00

Comm Code	Manufacturer	Specification	Model #
46151606	Healgen	PreScreen Clia	PSC-DDA-9135

Extended Description :
13-panel

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Manual swab test kits - Employees	100.00000	EA	\$ 3.25	\$ 325.00

Comm Code	Manufacturer	Specification	Model #
41112601	Healgen	instacube oral	100-9165

Extended Description :
Manual swab test kits - Employees

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Urinalysis laboratory services	100.00000	EA	\$ 35 per drug (+)	\$3,500.00

Comm Code	Manufacturer	Specification	Model #
85121805		Lab per drug positive	

Extended Description :
6-panel confirmation testing

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Urinalysis laboratory services	100.00000	EA	\$ 35 per drug	\$ 3,500.00

Comm Code	Manufacturer	Specification	Model #
85121805		Lab per drug positive	

Extended Description :
10-panel confirmation testing

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Narcotic test kits - Inmate and Parolees	2000.00000	EA	\$ 2.75	\$5,500.00

Comm Code	Manufacturer	Specification	Model #
46151606	Healgen	PreScreen Clia	PSC-DOA-965

Extended Description :
6-panel

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Training	1.00000	EA	\$0.00	\$0.00

Comm Code	Manufacturer	Specification	Model #
46151606		one Free in person visit	

Extended Description :
In person training course for DOC employees

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2016-08-29

COR170000001	Document Phase Draft	Document Description ADDENDUM 1 DRUG TEST KITS- INMATES, PAROLEES, AND EMPLOYEES	Page 7 of 7
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ COR1700000001
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:

1. To extend bid opening date to September 22, 2016 at 1:30 PM EST

No other changes at this time

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

Terms and Conditions:

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

ATTACHMENT A



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

State of West Virginia
 Request for Quotation
 23 - Laboratory

Proc Folder: 238214

Doc Description: ADDENDUM 2 DRUG TEST KITS- INMATES, PAROLEES, AND EMPLOYEES

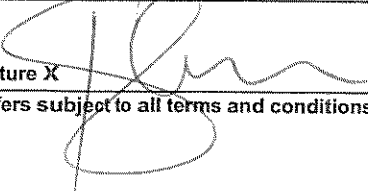
Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-09-14	2016-10-06 13:30:00	GRFQ 0608 COR1700000001	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:

FOR INFORMATION CONTACT THE BUYER
 Crystal Rink
 (304) 558-2402
 crystal.g.rink@wv.gov

Signature X  FEIN # 20-3050366 DATE 9/27/2016
 All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Narcotic test kits - Inmate and Parolees	13000.00000	EA	\$3.95	\$51,350

Comm Code	Manufacturer	Specification	Model #
46151606	Healgen	PreScreenClia	PSC-DOA-9135

Extended Description :
13-panel

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Manual swab test kits - Inmate and Parolees	5000.00000	EA	\$3.25	\$16,250

Comm Code	Manufacturer	Specification	Model #
41112601	Healgen	instacube (Non FDA)	100-965

Extended Description :
Manual swab test kits - Inmate and Parolees

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Narcotic test kits - Employees	100.00000	EA	\$2.75	\$275.00

Comm Code	Manufacturer	Specification	Model #
46151606	Healgen	PreScreenClia	PSC-DOA-965

Extended Description :
6-panel

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
No City WV99999	No City WV 99999
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Narcotic test kits - Employees	100.00000	EA	\$3.50	\$350.00

Comm Code	Manufacturer	Specification	Model #
46151606	Healgen	Prescreen Clia	PSC-DOA-9106

Extended Description :
10-panel

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
No City WV99999	No City WV 99999
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Narcotic test kits - Employees	100.00000	EA	\$3.95	\$395.00

Comm Code	Manufacturer	Specification	Model #
46151606	Healgen	Prescreen Clia	PSC-DOA-9135

Extended Description :
13-panel

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
No City WV99999	No City WV 99999
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Manual swab test kits - Employees	100.00000	EA	\$3.25	\$325.00

Comm Code	Manufacturer	Specification	Model #
41112601	<i>Healgen</i>	<i>instacube oral</i>	<i>100-9165</i>

Extended Description :

Manual swab test kits - Employees

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Urinalysis laboratory services	100.00000	EA	<i>\$35 per drug (+)</i>	<i>\$3,500.00</i>

Comm Code	Manufacturer	Specification	Model #
85121805	—	<i>Lab test per drug (+)</i>	—

Extended Description :

6-panel confirmation testing

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Urinalysis laboratory services	100.00000	EA	<i>\$35 per drug</i>	<i>\$3,500.00</i>

Comm Code	Manufacturer	Specification	Model #
85121805	—	<i>Lab test PER drug (+)</i>	—

Extended Description :

10-panel confirmation testing

SOLICITATION NUMBER: CRFQ COR1700000001
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:

1. To extend the bid opening date to October 6, 2016 at 1:30 PM EST

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

Terms and Conditions:

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

ATTACHMENT A

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: COR170000001

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

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

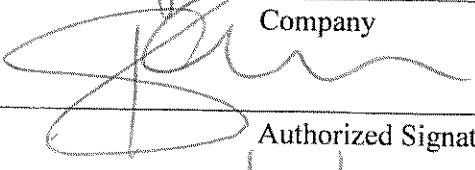
Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Mergers Marketing

Company


Authorized Signature
9/27/2016

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Mergers Marketing Inc.
Authorized Signature: *Michael J. G...* Date: 9/16/16

State of CALIFORNIA

County of Los Angeles, to-wit:

Taken, subscribed, and sworn to before me this 16 day of September, 2016.
My Commission expires June 10, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC

Purchasing Affidavit (Revised 07/01/2012)

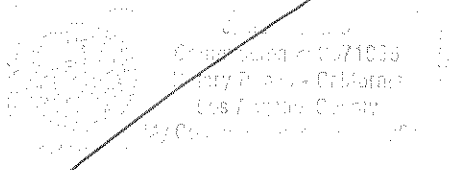
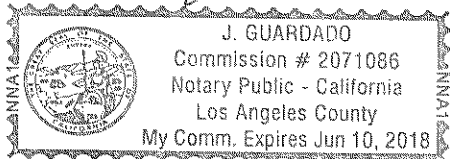



Exhibit A	CRFQ COR170000001
COR238214 - Drug Testing Kits & Confirmation Services	

Item No.	Description	Estimated Quantity	Unit Price	Extended Price
1	6-Panel Urine Test Kit (Inmate/Parolee)	2000	\$2.75	\$ 5,500.00
2	10-Panel Urine Test Kit (Inmate/Parolee)	30000	\$ 3.50	\$ 105,000.00
3	13-Panel Urine Test Kit (Inmate/Parolee)	13000	\$ 3.95	\$ 51,350.00
4	Oral Swab Test Kit (Inmate/Parolee)	5000	\$ 3.25	\$ 16,250.00
5	6-Panel Urine Test Kit (Employee)	100	\$ 2.75	\$ 275.00
6	10-Panel Urine Test Kit (Employee)	100	\$ 3.50	\$ 350.00
7	13-Panel Urine Test Kit (Employee)	100	\$ 3.95	\$ 395.00
8	Oral Swab Test Kit (Employee)	100	\$ 3.25	\$ 325.00
9	Laboratory confirmation (Inmate/Parolee)	100	\$ 35 per drug	\$ 3,500.00
10	Laboratory confirmation (Employee)	100	\$ 35 per drug	\$ 3,500.00
11	MRO, or Lab Representative, as Expert Witness	100	\$ 350.00 per hour	\$ 35,000.00
12	Training	1	\$ 0	\$ 0.00
			Total Bid Amount	\$

Bidder/Vendor Information

Name	Margaux Marketing Inc.
Address	18344 Oxnard St suite 101
Phone Number	(806) 465-2855
Fax Number	(806) 400-7979
Email	kelly@drugtestsinbulk.com
Authorized Signature	

Tarzana, CA 91356

Actual Quantities ordered may be more or less than noted on bid form Exhibit A

State of West Virginia VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bidder: _____ Signed: _____

Date: _____ Title: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Mergers Marketing Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ C
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶

C Corporation S Corporation Partnership Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
18344 Oxnard Street Suite 101

6 City, state, and ZIP code
Tarzana, California 91356

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
2	0	-	3	0	5	0	3	6	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Michael Goltstein* Date ▶ *2-18-16*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

MERGERS MARKETING, INC.

FILE NUMBER: C2387986
FORMATION DATE: 01/10/2002
TYPE: DOMESTIC CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of June 03, 2016.

A handwritten signature in black ink, appearing to read "Alex Padilla". The signature is fluid and cursive, written over a white background.

ALEX PADILLA
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/14/2015

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

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

PRODUCER Arash Feyzjou Insurance Agency, Inc. 7120 Hayvenhurst Ave., Suite 411 Van Nuys, CA. 91405	CONTACT NAME: Arash Feyzjou PHONE (A/C No. Ext): 818 785-9495 FAX (A/C. No): 800 909-8574 E-MAIL ADDRESS: AFeyzjou@Farmersagent.com														
INSURED Mergers Marketing, Inc. 18334 Oxnard Street #101 Tarzana, CA. 91356	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Nautilus Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nautilus Insurance Company		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES **CERTIFICATE NUMBER: 1** **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	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/> X <input type="checkbox"/> N	NN544279	06/29/2015	06/29/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					
	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 OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A			WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Arash Feyzjou
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