



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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**SIGNED BID TO:**

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



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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# Request for Quotation

RFQ NUMBER  
**DPS0704**

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**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BUYER 32**  
**304-558-0492**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

**WEST VIRGINIA STATE POLICE**  
  
**4124 KANAWHA TURNPIKE**  
**SOUTH CHARLESTON, WV**  
**25309 304-746-2141**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/14/2006				

BID OPENING DATE: **10/05/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED DURING THE TERM OF THE CONTRACT.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
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 Purchasing Division  
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<p>WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR THE SERVICES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR AWARD, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001            VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) 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</p> <p>( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-</p>						

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DATE PRINTED <b>09/14/2006</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				<p>QUARTERS 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</p> <p>( ) BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) 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;</p> <p>OR</p> <p>( ) 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 BIDDERS' AFFILIATE'S OR</p>		

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BID OPENING DATE: **10/05/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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.</p> <p style="text-align: right;">BIDDER: -----</p>						

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BID OPENING DATE: **10/05/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S)            IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE            ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMU            5% PREFERENCE FOR BOTH "A" AND "B".            (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF            THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: _____ RON PRICE-----</p> <p>RFQ. NO.: _____ DPS0704-----</p>						

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# Request for Quotation

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BID OPENING DATE: **10/05/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING DATE:				OCTOBER 5, 2006-----		
BID OPENING TIME:				1:30 PM-----		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
-----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
-----						
QUESTIONS: QUESTIONS WILL BE ACCEPTED THROUGH SEPTEMBER 29, 2006, 12:00 NOON; DIRECTED TO CAROLE WOODYARD AT (304) 746-2141						
***** THIS IS THE END OF RFQ DPS0704 ***** TOTAL: _____						

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DPS0704

## SPECIFICATIONS

### General Information

Currently, the West Virginia State Police utilizes a random drug testing program. The object of this program is to insure that critical Agency employees are not abusing controlled substances, thereby jeopardizing the safety of themselves, other Agency personnel, and the general public.

In essence, the program consists of the random collection and analysis of urine samples from one-third of the designated employee pool over the course of each year, with samples collected on a monthly basis. The designated employee pool consists of both sworn and civilian personnel located throughout West Virginia (see attached listing).

The Agency Head (hereafter "*Superintendent*") may also direct individual for cause tests to be conducted on an incidental basis.

### Agency Responsibilities

The Agency will provide the successful Vendor with a listing of all personnel who are to be included within the testing pool, along with their geographic location, and any other relevant personal identifiers.

All samples will be collected at Agency facilities, with the exception of any personnel within the Agency pool whose post of duty is within a reasonable driving distance of any Vendor facility where collections take place on a routine basis.

Employees chosen at random by the Vendor will be made available to Vendor personnel, during normal working hours at either their assigned work location or a Vendor facility.

### Vendor Responsibilities

The successful Vendor is responsible for the following:

1. Generating a random list of personnel to be tested on a monthly basis.
2. Collection of all samples, at Agency facilities throughout West Virginia, inclusive of any travel costs associated with the collection of these samples. (Any travel costs associated with sample collection are to be encompassed within the per test fee.)
3. Conducting sample collection activity during normal working hours. (Normal working hours for the purposes of this contract are 8:00 AM to 5:00 PM, Monday through Friday, excluding any state or federal holidays, or special holidays declared by the Governor.)

### SPECIFICATIONS

4. **Standard Testing:** Shall consist of analyzing samples collected to ascertain the presence or absence of the following SIX (6) substances in the concentrations specified:

- a) Concentrations of a drug at or above the following levels shall be considered a positive test regarding the initial immunoassay drug-screening test:

1- Cocaine Metabolite	300 ng/ml
2 - Marijuana Metabolite	50 ng/ml
3 - Opiate Metabolite	300 ng/ml
4 - Amphetamines	1000 ng/ml
5 - Benzodiazepines	300 ng/ml
6 - OxyContin	300 ng/ml

- b) Concentrations of a drug at or above the following levels shall be considered a positive test regarding the confirmatory gas chromatography/mass spectrometry (GC/MS) test:

1- Cocaine Metabolite	150 ng/ml
2 - Marijuana Metabolite	15 ng/ml
3 - Opiate Metabolite	300 ng/ml
4 - Amphetamines	500 ng/ml
5 - Benzodiazepines	300 ng/ml
6 - OxyContin	300 ng/ml

**Note:** The *COST per Test Administered* referred to at the end of this request for quotations refers to testing for the above listed six (6) substances only. Vendors are also required to provide pricing for additional OPTIONAL Testing for the substances listed within item number 5 below. This cost is to be quoted on a per substance, per test basis. It is estimated that this type of testing will not be required more than twenty times per year.

5. **Optional Testing:** On certain occasions, the Agency may wish to test for other substances in addition to the five listed above. Optional Testing shall consist of analyzing samples collected to ascertain the presence or absence of the following substances in the concentrations specified:

- a.) Concentrations of a drug at or above the following levels shall be considered a positive test regarding the initial immunoassay drug-screening test:

Barbiturates	300 ng/ml
PCP	25 ng/ml
Steroids	to be specified at time of test (may be one or more)

## SPECIFICATIONS

b.) Concentrations of a drug at or above the following levels shall be considered a positive test regarding the confirmatory gas chromatography/mass spectrometry (GC/MS) test:

Barbiturates	300 ng/ml
PCP	25 ng/ml
Steroids	to be specified at time of test (may be one or more)

6. Providing a written report to the Superintendent or his designee, on a monthly basis, which details the results of all tests.

Note: All reports provided by the Vendor will be addressed as follows:

Office of the Superintendent  
West Virginia State Police  
725 Jefferson Road  
South Charleston, WV 25309-1698

The exterior of the package containing the report will be conspicuously marked "*CONFIDENTIAL*" in large red letters on both the front and rear surfaces.

7. Insuring the security, integrity, and confidentiality of the program.
8. Complying with the analytical standards established for this program (see below).
9. Providing any follow-up testing or analysis required to either confirm a policy violation or eliminate a false positive. (The cost of such follow-up work to be included within the per test fee quoted pursuant to this contract.)
10. Providing any necessary expert testimony required at any deposition, disciplinary or judicial proceeding which arises as a result of this program.
11. All labor, materials, transportation, blind samples, and any other costs associated with operation of the program are to be covered by the basic, per test fee, inclusive of any one time administrative fee associated with establishing the program. The only separate costs which will be honored are those associated with Expert Testimony when required.
12. BLANK

**SPECIFICATIONS**

13. The Vendor is to provide pricing which shall be inclusive of all necessary collection and identification supplies and sample transportation costs from the collection site to a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA), National Institute of Drug Abuse (NIDA).
14. The Vendor will conduct urine specimen collection under procedures issued by/through the U.S. Department of Transportation. This includes a 5-panel drug screen using current SAMHSA/NIDA acceptable laboratory methods. The split sample method of collection, handling and storage of the sample is to be utilized.
15. The Vendor will provide for a split specimen/challenge drug testing process (at a different SAMHSA/NIDA approved lab if instructed to do so) upon the employee's request within 72 hours of receiving the request. The employee is to be billed for these services and charges will not be the fiscal responsibility of the Agency. The vendor is authorized by the agency to demand payment in advance for this test.
16. The Vendor will retain positive specimens for one year by following the current SAMHSA/NIDA methodology, unless instructed otherwise by Agency.
17. The Vendor will not charge for specimen adulteration assays.
18. The Vendor will not charge for handling of rejected specimens or those otherwise unfit for testing.
19. BLANK
20. BLANK
21. The Vendor will provide the Superintendent or his designee with notification of negative drug test results within the time frames established by the U.S. Department of Transportation/Federal Highway Administration. In the event of a positive preliminary test (immunoassay drug screen), the following requirements/time limits apply:
  - The secondary test (gas chromatography/mass spectrometry GC/MS) will be conducted within 48 hours.
  - If the secondary test is also positive, the case will immediately be referred to the Vendor's Medical Review Officer.

### **SPECIFICATIONS**

If the Medical Review Officer determines the tests to be true positive (i.e. there is no acceptable medical explanation for the presence of the substance) the final written report of the Medical Review Officer must be in the hands of the Superintendent or his/her designee within 5 business days. In addition, the Medical Review officer will also report his findings verbally to the Superintendent or his designee within 24 hours. (the Agency will provide an emergency telephone number and procedure to facilitate the verbal report.)

**NOTE: IF THE INDIVIDUAL TESTED OPTS TO DEMAND THE SPLIT SPECIMEN/CHALLENGE TEST, SUCH DEMAND DOES NOT AFFECT OR DELAY THE VENDORS REPORTING OBLIGATIONS AS SET FORTH ABOVE.**

22. The Vendor will ensure that strict rules of confidentiality, issued by or through the U.S. Department of Transportation, will be maintained at all times. All test results and material acquired will become the property of the Agency. Any test results shall not be released without prior express written consent of the West Virginia State Police.
23. The Vendor is to identify their subcontractor(s) and the portions of the program they intend to sub-contract; or, for those Vendors not having identified their subcontractors at the time of submitting their bid, the Vendor must state their desire to subcontract specific portions of the Drug Testing Program.
24. The Vendor shall provide the Superintendent or his designee with a written recapitulation of the testing program results on a monthly basis.
25. The Vendor shall provide all blind samples as required by U.S. Department of Transportation regulations (at no additional cost to the Agency).
26. The Vendor shall not use or disclose at any time during or after the termination of this contract, any information discovered or developed in the course of the performance of this contract without the express written consent of the West Virginia State Police. Any and all reports related to this contract shall be submitted to the Superintendent or his designee.
27. Quantities listed in this request for quotations are approximations only and are based upon estimates of yearly usage. It is understood and agreed that the contract will cover the quantities actually ordered for delivery during the term of the contract, whether more or less than the quantities shown.
28. The Vendor shall not assign, transfer, or delegate any interest in the contract whether by assignment, delegation or novation, without the prior written consent of the Agency.

## SPECIFICATIONS

29. The Vendor will submit detailed, itemized invoices to the Accounting Section, West Virginia State Police, on a monthly basis and will be reimbursed pursuant to Standard State accounting procedures (in arrears). The invoice is to reflect all testing conducted during the respective calendar month. State law forbids payment of such invoices in advance of the services being rendered.
30. The successful Vendor will be required to provide proof of liability insurance in the minimum amount of one million dollars (\$1,000,000) combined single limit per occurrence.
31. The following parameters apply with regard to the rates quoted within the Vendor price Quotation section below:
  - a) The Vendor is responsible for providing Blind Specimens on an as needed basis in accordance with testing levels established pursuant to the above specifications.
  - b) Waiting Time will apply when collection at an Agency site is delayed from the originally scheduled start time or when a delay occurs during the course of a scheduled collection and the delay is not attributable to the Vendor. Waiting time will accrue in 15-minute intervals.
  - c) All sample collection will occur between 8:00 a.m. and 5:00 p.m., Monday through Friday, State and Federal holidays excluded.
32. The Vendor will be paid for all "No Shows", which are defined as:
  - a) A donor arrives at a Vendor facility without appropriate identification, causing service not to take place.
  - b) A donor fails to appear for a scheduled collection without 24 hour advance cancellation notice.
  - c) Incomplete service due to the either of the following:
    - Donor is unable to void within three (3) hours
    - Donor refuses to provide urine specimen

## SPECIFICATIONS

33. The Superintendent may direct that for cause testing of an individual or individuals be conducted on an incidental basis. In the event this occurs, the prices quoted herein for random testing shall apply. In the case of for cause testing, the date, time and location of sample collection shall be agreed upon by the Agency and the Vendor on a case-by-case basis.
34. The Primary selection criteria will be price, computed according to the attached bid form.

Prior to award, the apparent successful Vendor will be required to provide the following information which is subject to verification by the Agency and the Purchasing Division. This information will be required in order to verify the Vendor's ability to perform under the terms and conditions of the contract.

- Proof of Liability Insurance(per the bid specifications)
- Proof of certification for the Laboratory Facility (i.e. that meets the standards established in the bid specification)
- The Credentials of the designated Medical Review Officer and a synopsis of his/her experience with a program(s) of this nature and scope (inclusive of testimony arising from litigation associated with such programs).
- A synopsis of the Vendor's experience with programs of this nature and scope (inclusive of testimony arising from litigation associated with such programs), to include:
  - Five (5) references (preferably current) for whom similar services are or have been performed.
  - The methodology for generating the random list of personnel to be tested.
  - The logistics, mechanism, and resources which will be utilized in order to collect samples on a statewide basis.

**Drug Testing Costs (Estimated Pool Size: 750 to 825 employees):**  
Prospective Bidders must utilize the attached bid form.

**Notes:** Other travel costs (meals, mileage, lodging) related to expert testimony will be reimbursed based upon actual expenditures, not to exceed the rates in effect pursuant to the current State of West Virginia Travel Regulations. Receipts for meals and lodging will be required.

The Agency recognizes that there are a multitude of steroid substances which are subject to abuse, and that an individual/specific test is required to positively identify each one which may have been abused. The price quotation requested above is the cost to test for one specific steroid (i.e. if the Agency requests that the Vendor test a sample for three steroids, the total cost will be three times the cost quoted above).

<b>DPS0704 - OPEN-END CONTRACT FOR RANDOM DRUG TESTING - BID OPENING DATE: 10/5/2006, 1:30 PM</b>					
<b>Item#</b>	<b>Description</b>	<b>Per Test / Hour</b>	<b>Cost Per Test / Hour</b>	<b>Estimated Usage</b>	<b>Extended Bid Price</b>
1	Standard Test (Agency Facility)	Test	\$	240	\$
2	Standard Test (Vendor's Facility)	Test	\$	40	\$
3	Barbiturates	Test	\$	10	\$
4	PCP	Test	\$	10	\$
5	Steroids	Test	\$	20	\$
6	Waiting Time	Hour	\$	4	\$
7	Collector Testimony	Hour	\$	4	\$
8	Lab Personnel Testimony	Hour	\$	4	\$
9	Third Party Administrator Testimony	Hour	\$	4	\$
10	Medical Review Officer Testimony	Hour	\$	4	\$
11	Collector Deposition	Hour	\$	4	\$
12	Lab Personnel Deposition	Hour	\$	4	\$
13	Third Party Administrator Deposition	Hour	\$	4	\$
14	Medical Review Officer Deposition	Hour	\$	4	\$
15	Collector Travel	Hour	\$	4	\$
16	Lab Personnel Travel	Hour	\$	4	\$
17	Third Party Administrator Travel	Hour	\$	4	\$
18	Medical Review Officer Travel	Hour	\$	4	\$
				<b>Total</b>	\$

**Bidder Information:**

Name: \_\_\_\_\_

Company name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone# : \_\_\_\_\_

Fax# : \_\_\_\_\_

Email Address: \_\_\_\_\_



# A F F I D A V I T

## West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

## DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

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

## EXCEPTION:

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

## LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

## CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_