



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

# Request for Quotation

RFQ NUMBER
<b>BHS90102</b>

PAGE
<b>1</b>

ADDRESS CORRESPONDENCE TO ATTENTION OF:
<b>ROBERTA WAGNER 304-558-0067</b>

**RFQ COPY**  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

**HEALTH AND HUMAN RESOURCES  
 BBH/HF  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
<b>12/14/2008</b>				

BID OPENING DATE: **01/27/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR		680-24		
<b>OPEN-END BLANKET CONTRACT</b>  ***** <b>MANDATORY PRE-BID MEETING 1/6/2009 AT 10:30 AM AT 350            CAPITOL STREET, RM. CR354.</b> *****						
<b>CONTRACT FOR DRUG AND ALCOHOL TESTING SERVICES</b>						
<b>VENDORS MUST REPORT TO THE SECURITY WINDOW FOR            DIRECTIONS TO PRE-BID.            FAILURE TO ATTEND PRE-BID CONFERENCE WILL RESULT            IN BID REJECTION.</b>						
<b>VENDOR TO PROVIDE DRUG AND ALCOHOL TESTING SERVICES            OF EMPLOYEES OF THE DEPARTMENT OF HEALTH AND HUMAN            RESOURCES, BUREAU FOR BEHAVIORAL HEALTH AND HEALTH            FACILITIES, OFFICE OF HEALTH FACILITIES THAT CONSISTS            OF SEVEN STATE OWNED AND OPERATED HEALTH FACILITIES.</b>						
<b>SPECIFICATIONS ARE ATTACHED.</b>						
<b>EXHIBIT 3</b>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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## 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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
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 may be deemed null and void, and 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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 Department of Administration  
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BID OPENING DATE: **01/27/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <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</p>						

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12/14/2008				

BID OPENING DATE: **01/27/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, 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</p> <p>INQUIRIES:          WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 1/8/2009. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE N</p>						

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<p>VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115</p> <p>E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88            PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH</p>						

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RFQ COPY

SHIP TO

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BID OPENING DATE: <b>01/27/2009</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</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:-----RW/FILE 22-----</p> <p>RFQ. NO.:-----BHS90102-----</p> <p>BID OPENING DATE:-----1/27/2009-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>						

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12/14/2008				
BID OPENING DATE: 01/27/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
-----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
-----						
***** THIS IS THE END OF RFQ BHS90102 ***** TOTAL: _____						

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**WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN  
RESOURCES BUREAU FOR BEHAVIORAL HEALTH AND  
HEALTH FACILITIES OFFICE OF HEALTH FACILITIES 350  
CAPITOL STREET, ROOM 350 CHARLESTON, WEST  
VIRGINIA 25301-3702**

**Request for Quotation  
RFQ# BHS90102**

**ADMINISTRATIVE AND CONTRACTUAL TERMS**

**Purpose:**

The purpose of this Request for Quotation (RFQ) is to engage the services of a single vendor to provide drug and alcohol testing services for all new employee hires as well as for 24 hour / 7 day a week available testing for reasonable suspicion/cause. This service will be made available to the Department of Health and Human Resources (DHHR), Bureau for Behavioral Health and Health Facilities (BHBF), Office of Health Facilities' (OHF) seven State owned and operated hospitals.

**Background:**

The Office of Health Facilities within the Bureau for Behavioral Health and Health Facilities has a Policy titled Drug and Alcohol Testing Policy which requires the testing of all newly hired employees as well as the testing for any staff member who may be suspected of being under the influence of drugs or alcohol while on the job.

Location of State Facilities and Projected Number of Tests:

	Facility	Estimated Number of Yearly Tests	
		<u>Drug</u>	<u>Alcohol</u>
1.	Hopemont Hospital Hopemont, West Virginia 26764	40	40
2.	Lakin Hospital Lakin, West Virginia 25287	100	100
3.	John Manchin Senior Health Care Hospital Fairmont, West Virginia 26554	50	50



4.	Pinecrest Hospital Beckley, West Virginia 25801	120	120
5.	Mildred Mitchell-Bateman Hospital Huntington, West Virginia 25709	180	180
6.	William R. Sharpe, Jr. Hospital Weston, West Virginia 26452	175	175
7.	Welch Community Hospital Welch, West Virginia 24901	100	100
8.	Testing for reasonable suspicion/cause Any Facility	35	35

#### **Vendor Registration:**

Vendors participating in this process should complete and file a Vendor Registration and Disclosure Statement (Form WV-1) and remit the registration fee. Vendor is not required to be a registered vendor in order to submit a Quotation, but the successful vendor must register and pay the fee prior to the award of an actual purchase order/contract.

#### **Subcontracts Prohibited:**

The successful vendor will be solely responsible for all work performed under the contract. The vendor shall not enter into written subcontracts for performance or work under the contract without written permission of the Department.

#### **Compliance with Law and Regulations:**

The vendor shall pay any sales, use and personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the vendor.

The vendor must be governed by the laws of the State of West Virginia. The vendor shall comply with all related federal and state laws and regulations. The vendor shall comply with all applicable laws, rules, and regulations including, but not limited to those relating to hospital licensure, State and Federal labor laws and laws, rules and policies related to the Department of Health and Human Resources.

**Termination of the Contract:**

The contract may be terminated by the Director of the State Purchasing Division upon thirty (30) days prior notice.

**Schedule of Events:**

Release of the RFQ	12 /19/2008
Vendor's Written Questions Submission Deadline	1/ 8/ 2009
Mandatory Pre-bid Conference	1/ 6/ 2009
Addendum Issued	1/13/ 2009
Bid Opening Date	1/ 27/ 2009

**Mandatory Pre-bid Conference:**

A mandatory pre-bid conference shall be conducted on the date specified above at the Diamond Building, 350 Capitol Street, Charleston, WV 25301. Report to the Security window in the main lobby to obtain a visitor's pass and instructions on meeting location.

**Inquiries:**

Additional information inquiries regarding specifications of this RFQ must be submitted in writing to the State Buyer with the exception of questions regarding Quotation submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events (above). All inquiries of specification clarification must be addressed to:

FILE 22 / RW  
 Purchasing Division  
 2019 Washington Street, East  
 PO Box 50130  
 Charleston WV 25305-0130  
 Fax: (304)558-4115

**Bid Format:**

All bid submissions should be on the bid schedule provided with this RFQ format.

**Bid and Performance Bonds: NA****"No Debt Affidavit":**

West Virginia State Code 5A-3-1-a-(3)(d) requires that all vendors submit an affidavit of debt, which certifies that there are no outstanding obligations or debts owing the State of West Virginia. The Debt Affidavit is attached to this request for Quotation which

should be completed, signed, and returned with the vendor's Quotation. If bidding a joint Quotation, a Debt Affidavit should be completed for both vendors.

**Record Retention and Confidentiality:**

Vendor will maintain records pertaining to the contract for three (3) years following the termination of any litigation relating to the contract if the litigation has not terminated within the above three (3) year period.

**HIPAA Agreement:**

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 this agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CRP § 160.103) and will be disclosing Protected Health Information (45 CFR § 160.103) to the vendor.

**Invoices and Payments:**

The vendor shall submit monthly invoices, in arrears, to the Office of Health Facilities for all services provided pursuant to the terms of the contract. Each invoice will contain sufficient documentation to determine the dates, type of tests, and cost per test. The Department, OHF reserves the right to reject any or all invoices for which proper documentation has not been provided. The vendor will be notified within ten (10) working days of any invoice deficiencies.

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

**Terms of Contract and Renewals:**

This contract will be effective (date set upon awarded) and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period, the vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

## Procurement Specifications

### Required Experience/Qualifications:

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

### General Services:

1. The vendor will provide timely drug screening and alcohol testing for approximately 775 new employee hires at the seven State owned and operated facilities.
2. There will also be approximately 35 drug screens and alcohol tests required for reasonable suspicion/cause. These tests may be required at any facility on any day and at any time.
3. The vendor will be responsible for the timely collection, analysis, certification of results, and proper reporting of the results to the respective Human Resources Department of the facility.
4. The vendor will be required to provide expert witness testimony regarding the accuracy of specific employee test results should the results and subsequent actions be challenged by the employee.
5. US Department of Transportation collection protocols will be followed.

### Specific Services:

The Vendor shall be required to:

1. The vendor shall provide for testing of urine in compliance with 49 CFR Part 40 which is the U.S. Department of Transportation's Rule regarding procedures for conducting workplace drug and alcohol testing. This includes necessary collection and identification supplies and transportation costs from the collection site to a Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory. The split sample method of collection, handling, and storage is to be utilized. US Department of Transportation collections protocols will be followed unless specifically requested by the DHHR/BHMF. The vendor is to provide a confirmatory test on all positive drug screens using gas chromatography/mass spectrometry technology.
2. The vendor will provide for alcohol testing that is to be conducted using equipment approved by the US Department of Transportation and found on their Conforming Products List. US Department of Transportation collection

- protocols, found in 49CFR Part 40, will be followed unless specifically requested by the DHHR/BHMF. The vendor will provide for a confirmatory alcohol test on all breath concentrations in excess of 0.02.
3. The vendor will not charge DHHR-BHMF for specimen adulteration assays.
  4. The vendor will not charge DHHR/BHMF for handling of rejected specimens or those otherwise unfit for testing.
  5. The vendor must include the cost of a qualified Medical Review Officer (MRO) in their per test cost. Due to the size and needs of the West Virginia Department of Health and Human Resources, the Medical Review Officer must be a full-time MRO.
  6. The vendor shall provide mobile testing and testing services from 7:00 a.m. until 5:00 p.m. After hours services (including Saturday and Sunday collections, if necessary) shall be required in reasonable suspicion/cause.
  7. If necessary, the vendor shall provide for the collection of blood specimens.
  8. The vendor shall provide for the submission of blind samples as required by Federal regulation.
  9. The vendor shall provide information and costs for any other services they provide relevant to drug and alcohol testing service, such as expert testimony (including MRO testimony), laboratory litigation packages, etc.
  10. The vendor shall provide the BHMF HR Division with a written recapitulation of the testing program activity on a monthly basis.
  11. The vendor will use approved software for the transmission of MRO results and laboratory sample receipt. Software features should include personnel information management, management reports, regulatory reports, and test recordkeeping.
  12. The DHHR-BHMF will not pay the selected vendor for waiting time. A collection is complete only after every employee has met his/her testing obligations.
  13. The DHHR-BHMF will reimburse the vendor a "no show" fee of the amount equal to the scheduled procedure in the event that vendor is called to the hospital for a scheduled pre-employment or an on-call reasonable suspicion/for cause collection/testing procedure and the new employee hire or employee fails to appear for the collection/testing procedure after a reasonable waiting period of at least forty-five (45) minutes.
  14. The DHHR-BHMF will not pay the selected vendor for initial set-up fee or for any renewal fees if the contract is renewed.

15. The bidder must carry commercial general liability insurance at a minimum of \$1,000,000. The successful bidder must provide the certificate of insurance at the time of award.
16. The vendor should provide documented proof they have sufficient staff to handle testing for 1600 to 1700 employees. Vendors should provide at least three (3) references and/or clients who have a similar staff volume, listing telephone numbers, and contact person that can verify their documentation.
17. The DHHR-BHMF reserves the right to seek clarifications of vendor submissions. Nothing may be submitted after the bid opening date and time to alter the vendor's proposal.
18. With approval of the Purchasing Division, the DHHR-BHMF reserves the right to reject any and/or all bids and to select the bid that is low bid meeting all terms and conditions of this Request for Quotations. A vendor shall be disqualified if all requirements are not met at the time of evaluation.

**Bid Schedule**

Any anticipated travel must be incorporated into the vendor's fee. No travel will be reimbursed by the State and is the sole responsibility of the vendor. The vendor's quotation must include bids for the following information as outlined:

	Usage	Cost	Extension
1. Drug Screening After Hours	775 tests	_____	_____
	35 tests	_____	_____
2. Alcohol Testing After Hours	775 tests	_____	_____
	35 tests	_____	_____
3. Expert Witness Testimony	5 hrs	_____	_____
4. Collector Testimony	5 hrs.	_____	_____
5. Deposition	5 hrs.	_____	_____
<b>Total</b>			_____

THIS SHALL BE A PROGRESSIVE AWARD AND WILL BE MADE ACCORDING TO EACH VENDOR'S BID RESPONSE AND LOWEST COSTS. LOW BID WILL BE DESIGNATED AS BHS90102A, NEXT LOWEST BID WILL BE BHS90102B, AND SO ON. AGENCY WILL CONTACT VENDOR "A" FIRST TO PROVIDE THEIR NEEDS. IF VENDOR "A" CANNOT PROVIDE SERVICES, AGENCY WILL GO TO VENDOR "B" AND SO ON.

If applicable, sign and submit the attached Resident Vendor Preference Certificate with the Quotation.

The State does reserve the right or accept or reject any or all of the Quotations, in whole or in part, without prejudice if to do so is felt to be in the best interest of the State. Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. The State reserves the right if necessary to ask vendors for additional information to clarify their Quotations. Nothing may be added to alter the written solution or method contained in the original Quotation after the bid opening.

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

### VENDOR OWING A DEBT TO THE STATE:

**West Virginia Code** §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

### PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

**West Virginia Code** §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

### ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

### LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

### 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 is in compliance with the requirements as stated.

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

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



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 Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident 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% resident 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% resident 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% resident 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% resident 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% resident 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.

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: \_\_\_\_\_

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