



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
8311C0026

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUYER 33
304-558-2402

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/14/2011				
BID OPENING DATE: 01/18/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 5						
THIS ADDENDUM IS ISSUED TO ANSWER THE ATTACHED SUBMITTED TECHNICAL QUESTIONS						
*****END ADDENDUM NO. 5*****						
0001	1	HR		948-55		
DRUG & ALCOHOL TESTING SERVICES						
***** THIS IS THE END OF RFQ 8311C0026 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms 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.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
(a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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. **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. 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/noticeConfidentiality.pdf>.
16. **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 agency 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.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for 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. Vendor certifies that this purchase order or 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. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.

Addendum No. 1

Answers to technical questions.

1. What is the frequency of random selections (e.g. monthly or quarterly)?

Answer: Quarterly

2. What is the volume of urine drug tests and/or breath alcohol tests per event when the collector shows up at one of the mobile onsite locations?

Answer: The volume of testing could range between 10 and 15 at the County Headquarters locations. At the ten District Headquarters locations and Preston and Wood County Headquarters, the volume of testing could range between 30 and 50. Our agency most generally requests one collector per seventeen employees. However, if we have several employees being randomly tested for drug and/or alcohol, we request two collectors at those locations which would be the ten District Headquarters locations, including Preston and Wood County Headquarters.

3. Does the current provider charge mileage or wait time in addition to per test prices?

Answer: Our current vendor did not submit any charges for mileage or wait time in their last bid; however this could change with their future bid.

4. How many fixed collection sites/locations are currently used?

Answer: Our collection sites are located in all 55 counties in West Virginia. Within each of our ten districts, the collection sites are located at each of the ten District Headquarters locations and the County Headquarters. Additionally, collections are handled at our Division locations – Equipment Division in Buckhannon, WV, and Materials Control Division in Charleston, WV. Lastly, random collections are handled for our Parkways Authority, State Rail Authority, and Potomac Eagle Excursion. Parkways Authority handles most of their random collections in Beckley, WV; State Rail Authority at Moorefield, WV; and Potomac Eagle at Romney, WV. Potomac Eagle Excursion's random testing must generally be scheduled on a Saturday during May through October.

1. Who controls mobile scheduling for randoms; DOH or vendor?

Answer: The WV Division of Highways.

2. What are current positive rates for DOH tests?

Answer: Remains under 1%.

3. What are lab and MRO turnaround times for negatives?

Answer: Generally one day.

4. What are lab and MRO turnaround times for positives?

Answer: Dependent on donor contact. Currently generally two-three days.

5. What is the number of clinics being utilized by the current vendor for pre-employment and follow-up tests?

Answer: For close proximity to the donors, the current vendor is utilizing two clinics, one each in the northern and eastern panhandles; and utilizing WV DOH facilities for pre-employment and follow-up tests.

6. Are there any major operational changes since 2007 not reflected in the RFQ?

Answer: 1) Due to district and division managers now handling the site supervision during random testing, the scheduling of random testing is done by the managers based on their availability. 2) All return-to-duty and follow-up drug tests are now directly observed by the collectors in compliance with the rule change of Title 49 CFR Part 40. 3) With the exception of the northern and eastern panhandles, the current vendor has been utilizing WV DOH facilities for all pre-employment, follow-up, return-to-duty, reasonable suspicion, and post-accident testing. The Designated Employer Representative (DER) now notifies all the organizations to make them aware of all pre-employment testing at their locations. 4) The current vendor attaches the custody and control form and the alcohol testing form to the Medical Review Officer's report for each donor when received by the WV DOT.