



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
BHS12112

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

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
03/01/2012				

BID OPENING DATE: **04/10/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				<p>THE STATE OF WEST VIRGINIA AND ITS AGENCY THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES (DHHR), BUREAU FOR BEHAVIORAL HEALTH AND HEALTH FACILITIES (BHFF), AND THE SEVEN STATE OWNED AND OPERATED HOSPITALS LISTED BELOW REQUEST A QUOTE TO ENGAGE THE SERVICES OF A VENDOR TO PROVIDE DRUG AND ALCOHOL TESTING FOR NEW EMPLOYEE HIRES AS WELL AS 24 HR/7 DAY PER WEEK AVAILABLE TESTING FOR REASONABLE SUSPICION OR CAUSE.</p> <p>THE STATE OWNED AND OPERATED HOSPITALS ARE:</p> <p>HOPEMONT HOSPITAL, HOPEMONT, WV LAKIN HOSPITAL, LAKIN, WV JOHN MANCHIN SENIOR HEALTH CARE HOSPITAL, FAIRMONT, WV JACKIE WITHROW HOSPITAL, BECKLEY, WV MILDRED MITCHELL-BATEMAN HOSPITAL, HUNTINGTON, WV WILLIAM R. SHARPE, JR. HOSPITAL, WESTON, WV WELCH COMMUNITY HOSPITAL, WELCH, WV</p> <p>*****MANDATORY PRE-BID MEETING*****</p> <p>A MANDATORY PRE-BID MEETING WILL BE HELD ON MARCH 20, 2012 AT 1:00 PM IN ROOM 350 AT THE DIAMOND BUILDING, 350 CAPITOL STREET, CHARLESTON, WV</p> <p>*****BID OPENING: APRIL 10, 2012***** AT 1:30 PM</p> <p>LOCATION: PURCHASING DIVISION, BUILDING #15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</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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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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **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.html 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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BID OPENING DATE: 04/10/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR		680-24		
CONTRACT FOR DRUG AND ALCOHOL TESTING SERVICES EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON 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. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. 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. 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						

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<p>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 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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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</p>						

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				ELECTRONIC MEDIUM SUCH AS CD-ROM. REV. 01/17/2012		
<p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH 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>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</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>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	SEALED BID					
	BUYER:		CONNIE HILL / 22			
	RFQ. NO.:		BHS12112			
	BID OPENING DATE:		APRIL 10, 2012			
	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):						

** A CONVENIENCE COPY OF YOUR BID WOULD BE APPRECIATED						
***** MANDATORY PRE-BID*****						
A MANDATORY PRE-BID WILL BE HELD MARCH 20, 2012; 1:00PM THE DIAMOND BLDG. RM 350,350 CAPITOL ST. CHARLESTON, WV INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT I DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.						
AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATOR						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 03/23/2012. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>CONNIE HILL DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX (304) 558-4115 E-MAIL: CONNIE.S.HILL@WV.GOV</p>						
***** THIS IS THE END OF RFQ BHS12112 ***** TOTAL:						_____

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WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
BUREAU FOR BEHAVIORAL HEALTH AND HEALTH FACILITIES
350 CAPITOL STREET, ROOM 350
CHARLESTON, WEST VIRGINIA 25301-3702
BHS12112

Request for Quotation
BHS12112
(Replacing BHS90102)

ADMINISTRATIVE AND CONTRACTUAL TERMS

Purpose:

To provide an open end contract to engage the services of a 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. These services will be made available to the Department of Health and Human Resources (DHHR), Bureau for Behavioral Health and Health Facilities (BBHFF) and the seven State owned and operated hospitals.

Background:

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	
	Drug	Alcohol
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. Jackie Withrow Hospital Beckley, West Virginia 25801	120	120
5. Mildred Mitchell-Bateman Hospital Huntington, West Virginia 25709	180	180

**WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
BUREAU FOR BEHAVIORAL HEALTH AND HEALTH FACILITIES
350 CAPITOL STREET, ROOM 350
CHARLESTON, WEST VIRGINIA 25301-3702
BHS12112**

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

Subcontracts Prohibited:

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

Schedule of Events:

Release of the RFQ	<u>03/02/2012</u>
Mandatory Pre-bid Conference	<u>03/20/2012</u>
Vendor's Written Questions Submission Deadline	<u>03/23/2012</u>
Bid Opening Date	<u>04/10/2012</u>

Mandatory Pre-bid Conference:

A mandatory pre-bid conference shall be conducted on the date specified above at the following location:

Diamond Building, Room 350
350 Capitol Street,
Charleston, WV 25301

Potential vendors should report to the Security window in the main lobby to obtain a visitor's pass and instructions on meeting location.

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
BUREAU FOR BEHAVIORAL HEALTH AND HEALTH FACILITIES
350 CAPITOL STREET, ROOM 350
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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:

Connie Hill, Senior Buyer
Purchasing Division
2019 Washington Street, East
PO Box 50130
Charleston WV 25305-0130
Fax: (304)558-4115

Record Retention and Confidentiality:

Vendor shall maintain records pertaining to the contract for five (5) years following the end of the contract period. Should there be any litigation or issues related to the contract vendor shall maintain the records for five (5) years following the termination of any litigation that has not terminated within the above five (5) year period.

HIPAA Agreement:

The West Virginia State Government Health Insurance Portability and Accountability Act (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 CFR § 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 BBHFF 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 BBHFF 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.

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
BUREAU FOR BEHAVIORAL HEALTH AND HEALTH FACILITIES
350 CAPITOL STREET, ROOM 350
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Procurement Specifications

Required Experience/Qualifications:

The selected vendor shall be a qualified drug and alcohol testing vendor with demonstrated expertise including 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.

The selected vendor must also be able to comply with all applicable medical standards, federal, state and local government safety codes, laws and regulations, relating to drug and alcohol testing.

The selected vendor should provide documented proof they have sufficient staff and capabilities to handle testing for the entire Bureau of approximately 1700 employees. The vendor shall provide at least three (3) references and/or clients who have a similar staff volume, listing telephone numbers, and contact person that can verify the documentation.

The selected vendor must follow US Department of Transportation collection protocols. Please refer to the following link http://www.dot.gov/odapc/NEW_DOCS/part40.html.

Mandatory Requirements:

1. Vendor shall provide all forms, collections kits and miscellaneous supplies for the collection, transportation, and analyses of specimens.
2. Vendor shall provide for the collection of specimens to meet the requirements in 49 CFR Part 40, which is the U.S. Department of Transportation's Rule regarding procedures for conducting workplace drug and alcohol testing for collecting and storing urine specimens and testing for drugs and alcohol and ensuring confidentiality. The vendor may use a mobile collection vehicle, off-site or on-site collection facilities as long as all conditions of the facilities and privacy, confidentiality and chain of custody are met.
3. Vendor shall provide scheduled service Monday through Friday, between 7:00 AM and 5:00 p.m. The vendor shall also provide a 24-hour specimen collection for reasonable suspicion testing on an as-needed basis. The vendor shall supply an emergency telephone number for each collection facility to provide specimen collection services after regular office hours.

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4. Vendor shall ensure that collection site personnel shall be trained in compliance with 49 CFR Part 40 and shall be regularly engaged in the business of providing the required controlled substances and alcohol testing.
5. Vendor shall provide for transportation for all specimens in accordance with applicable Federal regulations to the appropriate testing laboratory.
6. Vendor shall provide for testing of urine in compliance with 49 CFR Part 40. 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.
7. Vendor shall utilize a laboratory that is certified by DHHS/SAMHSA (Department of Health and Human Services). The laboratory shall test and store specimens (primary and split specimens) and have in place equipment that meets applicable regulations. Additionally, the laboratory shall have a quality control program in place that is in accordance with 49 CFR Part 40.
8. Vendor shall perform chemical analyses of urine specimens to determine whether the person from whom the specimen was taken has been using any of the ten drugs listed:
 - A. Amphetamines
 - B. Cannabinoids (THC)
 - C. Cocaine
 - D. Opiates
 - E. Phencyclidines (PCP)
 - F. Barbiturates
 - G. Benzodiazepines
 - H. Methadone
 - I. Propoxyphene
 - J. Methaqualone
9. Vendor shall submit blind performance test specimens to the laboratory in accordance with Federal regulations.
10. Vendor shall 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 using the collection protocols, found in 49CFR Part 40.

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BUREAU FOR BEHAVIORAL HEALTH AND HEALTH FACILITIES
350 CAPITOL STREET, ROOM 350
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11. Vendor shall provide, as part of their services, a Certified Medical Review Officer (MRO). The MRO shall be a licensed physician with knowledge of substance abuse disorders and have appropriate medical training necessary to interpret and evaluate controlled substances test results. The MRO shall be certified in accordance with 49 CFR Part 40.
12. Vendor shall provide confirmed test results to the facility administrator or designee, via confidential means, immediately upon confirmation by the MRO (please refer to the link listed above), but not later than 72 hours after receipt of the specimen by the laboratory. The vendor must inform the state agency contact if turnaround time for positive test result confirmation will exceed 72 hours.
13. Vendor shall ensure that all laboratory records are maintained for the appropriate period of time to comply with 49 CFR Part 40, and that those records are provided to the BBHFF upon written request.
14. Vendor shall provide for an account manager (or designee) to be available to the facilities during normal business hours, (Monday through Friday, between 7:00 AM and 5:00 PM) to answer questions and resolve problems.
15. Vendor shall provide each facility with a written recapitulation of the testing program activity on a monthly basis and provide a comprehensive listing to the BBHFF Human Resources Director.
16. Vendor shall, upon request, prepare a litigation package to include copies of all chain of custody documents, batch specimen review sheets, data review files (graphic charts), resumes and credentials of all technicians involved in testing of specimens, laboratory testing reports to include the initial immunoassay screen and the conformation gas chromatography/mass spectrometry test.
17. Vendor shall provide, upon request, expert witness testimony regarding the accuracy of specific employee test results should the results and subsequent actions be challenged by the employee.
18. Vendor shall maintain records, documents and other files directly related to the performance of work under this agreement in accordance with 49 CFR Part 40 and accepted professional practice and appropriate accounting procedures.
19. Vendor, as an independent contractor, shall be solely liable for the acts and omissions of its employees and agents. Vendor shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of vendor, its agents and employees in the following amounts:

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
BUREAU FOR BEHAVIORAL HEALTH AND HEALTH FACILITIES
350 CAPITOL STREET, ROOM 350
CHARLESTON, WEST VIRGINIA 25301-3702
BHS12112

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For bodily injury (including death): Minimum of \$1,000,000 per occurrence.
For property damage: Minimum of \$1,000,000 (one million dollars) per occurrence.

Professional liability: Minimum of \$1,000,000 (one million dollars) per occurrence.

The State of West Virginia must be named the Certificate Holder.

20. Vendor shall provide any or all records produced or held in execution of this agreement within 10 days of written notice by the BBHFF or its designee.

Bureau for Behavioral Health & Health Facilities Requirements:

1. BBHFF will not reimburse the vendor for initial set-up fee or for any renewal fees if the contract is renewed.
2. BBHFF will not reimburse vendor for specimen adulteration assays.
3. BBHFF will not reimburse vendor for handling of rejected specimens or those otherwise unfit for testing.
4. BBHFF will not reimburse vendor for collection time. A collection is complete only after every employee has met his/her testing obligations.
5. BBHFF 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.
6. BBHFF 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.

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
 BUREAU FOR BEHAVIORAL HEALTH AND HEALTH FACILITIES
 350 CAPITOL STREET, ROOM 350
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Bid Schedule

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

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

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

	Usage	Cost	Extension
1. Drug Screening	765 tests	_____	_____
After Hours	35 tests	_____	_____
2. Alcohol Testing	765 tests	_____	_____
After Hours	35 tests	_____	_____
3. Expert Witness Testimony	5 hrs.	_____	_____
4. Collector Testimony	5 hrs.	_____	_____
5. Deposition	5 hrs.	_____	_____
		Total	_____

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

The State does reserve the right to 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.

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
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Vendor Name

Vendor Signature

Vendor Phone number

Vendor Fax number

Vendor Email address

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.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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 owed 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 exceed 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.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____