



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
WWV12886

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
PAUL REYNOLDS 304-558-0468

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

WORKFORCE WEST VIRGINIA  
 OFFICE OF ADMIN. SUPPORT-5302  
 112 CALIFORNIA AVENUE  
 CHARLESTON, WV  
 25305-0112 304-558-2631

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/24/2012				

BID OPENING DATE: 06/07/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				ANSWER TO TECHNICAL QUESTIONS ATTACHED.		
				ADD: EXHIBIT 10		
				BID OPENING DATE CHANGED		
				FROM: 05/30/12 @ 1:30 P.M.		
				TO: 06/07/12 @ 1:30 P.M.		
0001		LS		961-48		
				MANDATORY DRUG SCREENING SERVICES		
				***** THIS IS THE END OF RFQ WWV12886 ***** 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**  
**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](http://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).

## ADDENDUM NO. 1

## RESPONSES TO TECHNICAL QUESTION

**Q 1:** The successful vendor shall provide the required testing at the vendor's facilities located throughout the State. Can we use Collection sites-Clinic's?

**A 1:** Yes, as long as the clinics meet the distance requirements specified in "S" of the RFQ

**Q 2:** The successful vendor will inform the participant of drug screen results via US Postal Service within 48 hours after collection of specimen for negative Tests. For positive results, the participant shall be informed within 48 hours after review of the results by MRO. Is the vendor to notify the donor of the results?

**A 2:** Yes

**Q 3:** The successful vendor will provide confidential access to designated WFWV employees to this database. Due to HIPPA laws, we suggest only one person access to database.

**A 3:** We will drastically limit WFWV employees with access. However, one may not be sufficient. The number will be decided after contract award.

**Q 4:** The successful vendor must maintain client records for 6 years following the expiration. Cancellation of any contract resulting from this RFQ. The Dot requirement is 5 years after testing if positive and 1 year if negative.

**A 4:** We understand DOT's requirement. This is based on WFWV's federally mandated document retention time.

**Q 5:** The successful vendor shall ensure complete integrity of each specimen tested and the respective test results. Receiving, transfer and handling of all specimens by laboratory personnel shall be full documented using chain of custody documentation compliant with DOT. Will a Substance Abuse Professional be used for positive test since you are following DOT guidelines?

**A 5:** No. The individuals to be tested are clients- not employees.

**Q 6:** The successful vendor must employ full-time, board certified, toxicologist of the American Board of Forensic Toxicology. We use Medtox Laboratories in St. Paul, MN. They have toxicologist on their staff. Is that what you are asking?

A 6: Yes. As long as they are employed by the vendor, it can.

Q 7: Who is the current vendor?

A 7: N/A....This is a new contract for WorkForce West Virginia.

Q 8: Please provide your current pricing for you current services, i.e. Urine Drug Screens, Collection of Specimen, and Medical Review Officer Services.

A 8: See response to question 7.

Q 10: Would the vendor be testing employees or clients? If clients, please explain?

A 10: Clients are individuals who are referred for training-level programs funded by WIA Title I National Emergency Grant Training, and WorkForce Investment Act Title I Adult, Dislocated Worker and Youth.

Q 11: Please define synthetic narcotics?

A 11: Hydrocodone/hydromorphone

Q 12: What is your positivity rate?

A 12: See response to question 7. There is nothing in place to determine the rate.

Q 13: How many times in 2011 did you require legal assistance?

A 13: See response to question 7.

Q 14: The bid did not include the Agreement Addendum (WV-96), attached hereto as Exhibit 2. Please send the document or indicate not required.

A 14: **NOT REQUIRED**

EXHIBIT 10

REQUISITION NO.: .....

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED  
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY  
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1 .....

NO. 2 .....

NO. 3 .....

NO. 4 .....

NO. 5 .....

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE  
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR  
MUST CLEARLY UNDERSTAND THAT ANY VERBAL  
REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY  
ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES  
AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE  
INFORMATION ISSUED IN WRITING AND ADDED TO THE  
SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
DATE