



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
WV12886

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
06/05/2012				

BID OPENING DATE: 06/14/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				ANSWER TO TECHNICAL QUESTIONS ATTACHED.		
				BID OPENING DATE CHANGED		
				FROM: 06/07/12 @ 1:30 P.M.		
				TO: 06/14/12 @ 1:30 P.M.		
				NO OTHER CHANGES		
0001		LS		961-48		
				MANDATORY DRUG SCREENING SERVICES		
				***** THIS IS THE END OF RFQ WV12886 ***** TOTAL:		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

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).

**RESPONSES TO TECHNICAL QUESTION RECEIVED FROM
WWV 12886
Addendum 2**

Q1. Are there peak times of utilization expected or will the anticipated 900 applicants be more evenly distributed?

A1. Based on 2011 figures, peak times are anticipated to be January and August. Utilization will be steady for the remainder of months, with the exception of June and April being the least.

Q2. With a requirement of a “walk-in, 8-5 site” the RFQ seems restricts this to brick and mortar providers such as clinics or hospitals. Is there a time frame and procedure for reporting results to insure timeliness to meet enrollment dates?

A2. Yes, as per (I)-“The successful vendor will inform the participant of drug screen results via US Postal Service within 48 hours after collection of specimen for negative results.” Internal guidelines instruct case managers as to how to refer the client and complete necessary paperwork to enroll the client on ITA/OJT contracts.

Q3. What are the requirement/expectations to keep this HIPAA covered information confidential given that internet databases frequently breached and/or hacked?

A3. WorkForce West Virginia is not a health care provider as it is not providing the actual drug testing for patient treatment, but for forensic purposes. WorkForce is also not a health plan or a healthcare clearinghouse. Because WorkForce is not a healthcare provider that bills electronically, is not a health plan and is not a healthcare clearinghouse, it is not covered by HIPAA. Additionally, WorkForce proposes to perform drug testing for its own reasons and is not doing it on behalf of a HIPAA covered entity, so it is not a HIPAA business associate.

Although WorkForce West Virginia is not a HIPAA covered entity, WorkForce does expect the successful vendor to maintain safeguards in compliance with all applicable federal and state regulations governing personally identifiable information (PII), including protected health information (PHI). As permitted in these regulations, the vendor will be liable for any breach of sensitive information.

Q4. How many times will the “select individuals” access an applicant’s information.

A4. As needed for reporting purposes

Q5. Is it possible to qualify with a full time toxicologist on contract, as opposed to an employee?

A5. Yes. As long as they are employed by the vendor, it can.

Q6. Will the cost per test need to include the cost for re-test for all challenged results?

A6. The initial test should include the costs for confirmatory tests should they be necessary. However, if tests are challenged, WFWV can be charged for a retest.

Q7. Will there be any provisions for referral to resources or assistance (ie. DOT, SAP) to resolve drug issues for those with a positive result? If not that appears fairly short sighted when looking at developing a solid workforce for WV.

A7. All clients will receive information on substance abuse counseling.

Q8. There is a very strict procedure for drug testing result records maintenance with-in most sections. The RFQ references DOT regulations at one point, but those regulations are obviously not incorporated into the scope of this RFQ.

A8. We understand DOT's requirement of five years retention however our request for six years is based on WFWV's federally mandated document retention time.

Q9. Regarding the test for synthetic narcotics; are there specific drugs you wish to target with a synthetic narcotics screen? There are a great number of synthetic narcotic medications that must be individually identified on the ordered drug testing panel, some of which will affect test cost.

A9 The definition for Synthetic Narcotics will encompass Hydrocodone/Hydromorphone as well as Oxycodone/Oxymorphone.

Q10. The RFQ states that "The successful vendor must be certified by the Substance Abuse and Mental Health Services Administration (SAMHSA)" and that "All facilities utilized by the successful vendor must be SAMHSA certified". SAMHSA only certifies laboratories, not administrators or collection facilities. Is the State asking that a Vendor's laboratory be SAMHSA certified?

A10. Yes

Q11. Page 9, subsection (g) states that "The successful vendor must adhere to the regulations put for the by the United States Department of Transportation". Many of the requirements as stated in the RFQ are contrary to USDOT regulations. Is it the State's intention to require adherence to USDOT regulations specifically pertaining to the specimen collection process only and not the administrative, test configuration and records retention procedures

A11. Yes

Q12. In the addendum addressing vendor question # 11 (Please define Synthetic Narcotics?) The answer provided stated: Hydrcondone/Hydromormphone. This excludes Oxycodone/Oxymorphone which are heavily abused substances in West Virginia. Is it the State's intention to exclude Oxycodone/Oxymorphone and only test for Hydrocodone and Hydromorphone?

A12. The definition for Synthetic Narcotics will encompass Hydrocodone/Hydromorphone as well as Oxycodone/Oxymorphone.

Q13. In several places in the RFQ the word “employ” is used in describing the relationship between the administrator, the laboratory and the MRO. As a third party administrator we contract with SAMHSA certified labs and forensic toxicologists who are indeed employed by those labs. Is this contractor relationship acceptable for the purposes of this RFQ?

A13. Yes

Q14. The Cutoff level of 2000 ng/ml for Synthetic Opiates as stated in the RFQ is much higher than accepted standards. This will cause many individuals who should test positive for synthetic opiates to produce a negative test. Is it the State’s intention to retain the cutoff level for synthetic opiates at the 2000 ng/ml level?

A14. Yes, we are using SAMHSA recommended cutoff levels, which was raised from 300 ng/mL to 2,000 ng/mL in 1998 in order to avoid false positives from poppy seeds.

Q15. Also, do you wish to test for substances such as K2, Spice, or Bath Salts? (synthetic Marijuana and Cocaine) These substances are in a separate class from synthetic narcotics and can affect test cost.

A15. No

Q16. The listed cutoff level for testing opiates and synthetic narcotics is 2000 ng/ml. SAMHSA-certified labs utilize DOT-recommended cutoff levels of 2000 ng/ml for Opiates. However, for synthetic narcotics the cutoff level is much lower. Is the lower cutoff level of 300 ng/ml for synthetic narcotics acceptable for this bid?

A16. Cutoff level on RQF will remain at 2000ng/ml. See response to Q 26.

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