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

Solicitation

NUMBER	PAGE
DJS010355	1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE
304-558-2544

VENDOR
RFQ COPY
TYPE NAME/ADDRESS HERE

SHIP TO
DIVISION OF JUVENILE SERVICES

VARIOUS LOCALES AS
INDICATED BY ORDER

DATE PRINTED
07/06/2012

BID OPENING DATE: 07/19/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
	SEE ATTACHED PAGES.					
				END OF ADDENDUM NO. 1		
0001	1	LS		961-48		
	DRUG TESTING SERVICES					
	****** THIS IS THE END OF RFQ DJS010355 ****** TOTAL:					

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: DJS010355
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as DJS010355 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

[x] Modify bid opening date and time

[ ] Modify specifications of product or service being sought

[x] Attachment of vendor questions and responses

[ ] Attachment of pre-bid sign-in sheet

[ ] Correction of error

[ ] Other

Description of Modification to Solicitation: Vendor questions and responses attached, revised bid form attached and bid opening has been rescheduled.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.

2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

DJS010355

QUESTIONS:

Q1: Does the Division require verification of non-negative results by an MRO?

A1: No, we do not.

Q2: It appears that lab results are reported directly to the Division without MRO review and that an MRO is needed to provide testimony only.

A2: The MRO would only be needed in cases of screens that were questioned, our current vendor does not review each result, but is available if expert witness is necessary.

Q3: Who is the Division's current provider of these services?

A3: Redwood Toxicology Laboratory

Q4: What does the Division currently pay for the services listed in the Bid Form (Items 1-5)?

A4: All that is on our current contract is the 11 panel urine at $7.50. See Attachment B.

Q5: Could you send copy of current contract, along with current pricing.

A5: See Attachment B.

Q6: Could you please give a narrative of the testing process all the way through results of positive and negative tests, and description of all devices and processes used?

A6: We currently only use "cup testing". Juvenile donates specimen in cup it's sealed mailed to the lab. Lab provides us email confirmation on both negative and positive results within 72 hours. We receive paper copy of results within 5-7 days.

Q7: What is the current positive rate for individuals currently being tested under this program?

A7: This data is not collected. Individual results are handled at the local level.

Q8: Which device is currently being used by DJS to perform drug screening?

A8: A urine cup - (not instant).

Q9: Does the current device being used by DJS include K2-integrated testing?

Q9: Does the current device being used by DJS include K2-integrated testing?

A9: Yes by special request. This is not on the current contract.

Q10: What is the name of the laboratory currently being used for this testing?

A10: Redwood Toxicology Laboratory.

Q11: Is a validity test configuration that includes pH, specific gravity, nitrates and oxidants acceptable under the RFQ specifications?

A11: No, it is our understanding that the Creatinin is more thorough than the nitrates and oxidants.

Q12: Can you please provide a copy of the current contract, with all vendors, subcontractors, labs and manufacturers, along with a copy of current pricing.

A12: See Attachment B.

Q13: Are all samples sent to the lab?

A13: Yes

Q14: Do any of the tests require confirmation?

A14: Yes, every test that is sent to the lab needs confirmation.

Q15: When you mention an 11 panel oral fluid test, it says K2 will be excluded so are you looking for the standard 10 panel?

A15: As long as there is a mechanism whether separate or combined to test for K-2 it can be a 10 panel screen.

Q16: Can you list the drugs you will be looking for?

A16: See the specifications.

Q17: Can you list the drugs you are looking for on the 11 panel urine cup?

A17: Those 11 listed on the specification sheet.

Q18: Would you be including K2 in this cup?

A18: No, we can exclude K2 and alcohol.

Q19: Can you list the drugs you are looking for in the 6 panel oral/urine test? (previously stated that oral fluid testing will exclude a test for K2)

A19: AMP-COC-OPI-THC-K2-Benzos

Q20: Who is the incumbent provider of these devices and lab services?

A20: Redwood Toxicology Laboratory.

Q21: What is the State currently paying for each of these devices/services?

A21: $7.50 per screen – See Attachment B.

Q22: Could you please tell us where we may locate/obtain a copy of the current contract?

A22: See Attachment B. You may contact Beverly Toler at Beverly.A.Toler@wv.gov for more information. The current contract number is DJS010269.

Q23: What is the estimated annual volume for the urine on-site devices?

A23: We will average 1-3 tests per day at 12 different sites. This data should be available to Redwood since they are current provider and can look at the historical data for the last two years.

Q24: What is the estimated volume for the laboratory-based oral fluids tests?

A24: Undetermined, we have not used oral fluid tests in the past, this will be utilized only as an exception in certain circumstances not common practice.

Q25: For the laboratory urine tests?

A25: Estimated 75 to 100 per week.

Q26: What are the State's current percent positive rates?

A26: We do not track this data. Individual results are handled at the local level.

Q27: Are the urine and oral laboratory tests to be merely screens via enzyme immunoassay (EIA)? If so, will the State be requesting/requiring confirmation via gas chromatography/mass spectrometry (GC/MS) and/or liquid chromatography/tandem mass spectrometry (LC/MS/MS) for presumptive positives? If so, we recommend a separate line for GC/MS and/or LC/MS/MS confirmation.

A27: For any instant test (oral or otherwise) that shows positive we will be requiring confirmation, in whatever manner the lab is able to accomplish this.

Q28: The State indicates that the vendor must be able to customize any panel containing the drugs listed. Does this mean the State anticipates using smaller lab panels and/or smaller configuration on-site devices? If so, for what number of drugs does the State need pricing?

A28: Yes - 4 AND 6 PANEL AMP-COC-OPI-THC-K2-OXY-BENSOZ

Q29: Some drugs—such as K2, Oxycodone, and Alcohol-- may increase the price of the on-site device or lab test more than other, more standard drugs will. Does the State have specific configurations in mind for these devices/panels so that we may present a more accurate price for each line item?

A29: We need the ability in whatever form or fashion to test for synthetics (k-2, spice, bath salts). We are not concerned about confirming alcohol as a part of these drug screens. We detect alcohol on site through our PBT Portable Breath Tests.

Q30: We believe the specification requiring K2 to be built into the urine instant on-site cup to be restrictive in the current drug testing marketplace, especially as instant on-site K2 testing has not yet been FDA cleared-to-market. Would the State consider an on-site cup without K2 testing, or with separate K2 testing? In general, will the State consider products that may have exceptions to the specifications, as long as we state them as such in the bid response?

A30: As long as in some fashion we can test for these drugs. This is probably the most important piece to keep in the bid due to the high volume of synthetic drug use state wide.

Q31: We would advise the State to remove alcohol from the list of drugs to be tested in an on-site cup device. The alcohol tests used in on-site cups have reduced shelf-lives, are extremely vulnerable to high temperature (i.e. may present false negatives if exposed to heat), and the levels for the alcohol test in the device actually have no correlation to blood alcohol levels. Instead, we advise that the State use either breath or saliva instant tests for more reliable results with some correlation to the blood level. Or, we advise that the State only test alcohol via the laboratory (urine or oral fluid). Would the State consider alcohol testing separate from the cup?

A31: We can remove the portion containing alcohol.

Q32: Similarly, if the State wishes for alcohol to be tested in urine, we advise that they also request a separate line item for Ethyl Glucuronide (EtG) testing. EtG is a direct metabolite of alcohol (ethanol); its presence in urine may be used to detect recent ethanol ingestion even after alcohol (ethanol) is no longer measurable. The presence of EtG in urine is an indicator that ethanol was ingested and can be detected in urine for up to 80 hours after ingestion; it is not produced as the result of fermentation. In contrast, ethanol can only be detected for 8 to 10 hours after ingestion and could be produced as a result of fermentation. Although EtG is not currently available as an on-site test, we feel that—for the juvenile population in particular—EtG testing would be a better indication of alcohol ingestion and would be worth the minor work involved with sending the specimen to the laboratory. Will the State consider a separate line for this service?

A32: No we will remove any parts concerning testing for alcohol, we can do that with our PBTs we already have on site.

Q33: Is the oral fluid testing to be laboratory-based tests, or tests via instant, on-site devices?

A33: It is to be instant on site tests that will show immediate results. We will then send in positive results for confirmation.

Q34: Regarding the "6 Panel Oral/Urine Synthetic Cannabinoid Test" on page 16:

Q34a: What are the 6 drugs required? Are these all synthetic cannabinoid parent drugs/metabolites, or are there other drug classes tested for this?

A34a: AMP-COC-OPI-THC-K2-Benzos They aren't all synthetic drugs.

Q34b: Is this a lab panel or an on-site device?

A34b: On site device

Q34c: We see this item listed on only one line on the Bid Form—does that mean the oral fluid and urine test would both be the same price? In the industry, urine and oral fluid tests generally have very disparate prices associated with them. Will the State consider separating this into two tests—one for urine and one for oral fluid?

A34c: Please see revised bid form attached.

Q35: Permitting the laboratory performing the drug testing to provide an MRO for its clients is a conflict of interest for any laboratory, as it impedes the objectivity of the MRO. Will the State consider procuring an MRO separately from this contract?

A35: We can probably take the part out regarding the MRO. I think as long as the company that is awarded the bid has the ability or willingness to send a lab rep to court as an expert witness if the validity of the testing methods is questioned.

CLARIFICATIONS:

1. To move the bid opening from 07/12/2012 to 07/19/2012. Bid opening time remains at 1:30 pm.

2. Revised bid form attached.

	DJS010355 - Drug Testing Services			
	Bid Form - Revised 7/6/2012			
Item #	Description	Yearly Estimated Quantity	Unit Price	Extended Amount
1	11 panel(C) Urine	3,500 ea	$	$
2	11 panel(C) Oral	1,500 ea	$	$
3	6 panel Oral Synthetic	500 ea	$	$
4	6 panel Urine Synthetic	500 ea	$	$
5	Onsite Training per the specifications -*travel, meals and training expenses must be all inclusive in the bid.*	1 day	$	$
6	MRO or Lab Rep as Expert Witness	5 hours	$	$
	Failure to use this form may result in disqualification		**GRAND TOTAL:**	$
	Bidder / Vendor Information:			
	Name:			
	Address:			
	Phone# :			
	Email Address:			
	Authorized Signature:			

6000009

ATTACHMENT B

Purchase Order

State of West Virginia
Department of Administration
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PURCHASE ORDER NO.	PAGE NO.
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CHANGE ORDER

09

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

FILE LOCATION 13443

INVOICE TO

DIVISION OF JUVENILE SERVICES
SECOND FLOOR

1200 QUARRIER STREET
CHARLESTON, WV
25301

VENDOR

*311145652 800-255-2159
REDWOOD TOXICOLOGY LABORATORY
3650 WESTWIND BOULEVARD

SANTA ROSA CA 95403

SHIP TO

DIVISION OF JUVENILE SERVICES

VARIOUS LOCALES AS
INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
05/19/2009	UPON REQUEST	680332937	
SHIP VIA	**F.O.B**	**FREIGHT TERMS**	**ACCOUNT NUMBER**
BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY / DELIVERY DATE	UOP / CAT.NO	VENDOR ITEM NO. / ITEM NUMBER	UNIT PRICE	AMOUNT
0001	06/01/2009		961-48		MAPS

DRUG TESTING SERVICES

Purchasing Division's File Copy

OPEN-END CONTRACT

OPEN-END CONTRACT TO PROVIDE DRUG TESTING SERVICES FOR THE WEST VIRGINIA DIVISION OF JUVENILE SERVICES, PER THE SPECIFICATIONS.

PRICING: $7.50 EACH TEST, PER THE SPECIFICATIONS, AND VENDOR'S SUBMITTED DOCUMENTATION.

EXHIBIT 3

LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 06/01/2009, 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

PURCHASING DIVISION CERTIFIED ENCUMBERED
MAY 26 2009
Beverly Toler

SCANNED

ENTERED

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE ☑ 5/21/09

APPROVED FOR ONE FISCAL YEAR
Dawn E. Warfield
APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

OPEN END

TOTAL

JOHN ABBOTT 304-558-2544

BY _____ 5/21/09
PURCHASING DIVISION AUTHORIZED SIGNATUR

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, 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."

Purchase Order

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

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CHANGE ORDER

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

INVOICE TO

DIVISION OF JUVENILE SERVICES
SECOND FLOOR

1200 QUARRIER STREET
CHARLESTON, WV
25301

VENDOR

*311145652 800-255-2159
REDWOOD TOXICOLOGY LABORATORY
3650 WESTWIND BOULEVARD

SANTA ROSA CA 95403

SHIP TO

DIVISION OF JUVENILE SERVICES

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DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
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BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY / DELIVERY DATE	UOP / CAT.NO.	VENDOR ITEM NO. / ITEM NUMBER	UNIT PRICE	AMOUNT

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, THE TERMS, CONDITIONS AND PRICING SET 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 TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE ☐

TOTAL

JOHN ABBOTT 304-558-2544

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

BY _____
PURCHASING DIVISION AUTHORIZED SIGNATUR

Purchase Order

000013

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
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	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 TRANS-PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.) 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. 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.				

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE ☐

TOTAL

JOHN ABBOTT
304-558-2544

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

BY _____

PURCHASING DIVISION AUTHORIZED SIGNATUR

Purchase Order

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BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.

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.

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE ☐

TOTAL

JOHN ABBOTT
304-558-2544

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

BY _____
PURCHASING DIVISION AUTHORIZED SIGNATUR

DJS010269 - Addendum #01

1. Are there only 5 pick-up locations for specimens?

There are currently 5 DJS locations that we are requesting testing services for. But additional locations will be added as funding becomes available.

2. What are the addresses of the pick-up locations?

West Virginia Division of Juvenile Services
Youth Reporting Centers

Brooke / Hancock Youth Reporting Center
3551 ½ Main Street Weirton 26062

STARS Youth Reporting Center
900 Emmett Rousch Drive Martinsburg 25401

Cabell County Youth Reporting Center
Two O'Hanlon Place Barboursville 25504

Marion County Youth Reporting Center
1116 Fairmont Avenue Fairmont 26554

Kanawha County Youth Reporting Center
1039 Central Avenue Charleston 25302

3. Is the 11 drug panel for screen only testing or does the testing need to include confirmations by GC/MS on positive screens?

The confirmations by GC/MS are not required for the purposes of this contract.

4. What was the positive rate the past year (how many specimens screened positive)?

This is a new contract and there is no historical data available.

5. Is the estimated annual specimen total 2500 or is this per month?

This is an Annual Estimate.

6. Are pre-paid mailers currently used for shipping?

This is a new contract.

7. Is the validity test currently included on all specimens or when determined necessary by laboratory?
The validity test is required for every sample.

8. How long is this contract for?

The contract will be for one year.

9. Will this RFQ result in an award to a vendor or is this a preliminary process?

The RFQ will result in an award.

10. Who is the current vendor?

This is a new contract.

11. What is the current cost for services, i.e. 11 drug screen, confirmations (if required)?

This is a new contract.

12. Do each of the locations where specimens are picked-up have computers, web access and printers?

Yes each facility has web access and printers.

13. Would a web based program that provides detailed donor compliance information and allows you to print a chain of custody form at the point of collection be acceptable for the purposes of this RFQ?

A web based program would be acceptable but is not required for the purposes of this RFQ.

14. Who performs the specimen collections?

The specimen will be collected by the facility staff.

DJS010269 – Addendum #02

1. When is the deadline to submit questions?

   No additional questions will be accepted; effective 4/21/2009

2. Per addendum #01, this is a new contract. How have the drug testing services been performed up until now?

   This is a relatively new program and we have not had the service in the past

3. Per Addendum #01, there is no current cost due to this being a new contract. If you are currently performing these services, what are you paying for the Drug Testing?

   See Question #2 above

4. What lab certification is required CLIA, SAMHSA (the gold standard in drug testing)?

   Unaware of any certifications that are required

5. Are expert witnesses required to appear in court?

   Rarely if ever

6. Are pick-ups required on weekends?

   No

7. If the requirement for testing is a screen only test, with confirmations ordered separately upon request, will the State accept a positive or negative screen result without a semi-quantitative value on the screen test?

   Yes, we do not require the quantitative value at this time

The Division of Juvenile Services is contracting for a vendor to provide Drug Testing Services for our Youth Reporting Facilities (5) across the state. We are requesting that the vendor also provide the collection materials, Chain of Custody Form and a postage paid envelope to submit samples to the laboratory.

Redwood Toxicology Laboratory, Inc. (RTL) is pleased to present this proposal for Drug Testing Services to the State of West Virginia Department of Juvenile Services. RTL, located in Santa Rosa, California, is a federally certified laboratory specializing in low-cost, rapid turnaround drug testing. RTL is the largest single-location toxicology laboratory in the nation and screens over 70,000 urine and oral fluid specimens per week. This experience provides an excellent foundation for understanding the purpose and objectives of the State.

RTL is licensed and accredited by the following federal and state agencies:

- Department of Health and Human Services (federal) CLIA '88 #
- California Department of Health Services Clinical Laboratory License #
- DEA License -Analytical Laboratory #
- Florida Clinical Laboratory License #
- Maryland Medical Laboratory Permit #
- Pennsylvania Clinical Laboratory Permit #

Copies of RTL's laboratory licenses are included in the Attachments section of the bid response binder under the Overview and Licensure tab.

RTL provides all necessary specimen collection and shipping supplies to its clients at no additional cost. For urine testing, these supplies include:

- Urine specimen collection containers: Depending on the agency's needs, RTL can supply any of the following collection containers: 60 mL bottles with lids, or 90mL bottles with lids
- Specimen baggies with absorbent material
- Preprinted Chain of Custody forms/labels
- Security seals
- Temperature strips
- Pre-paid FedEx / UPS lab packs (when sending five or more specimens) or pre-paid U.S. mailer boxes (when sending fewer than 5 specimens at a time)

REDWOOD TOXICOLOGY LABORATORY

The Division of Juvenile Services is requesting that the test be an II Panel Screen meeting the following guidelines:

11 Panel (C) Immunoassay screen/re-screen with semi-quantitative values reported on any positive drug result with specimen validity tests. The cutoff levels will be:

Alcohol	**02g%**
Amphetamines	**1000 ng/ml**
Barbiturates	**200 ng/ml**
Benzodiazepines	**200 ng/ml**
Cannabinoids	**50 ng/ml**
Cocaine	**300 ng/ml**
Opiates	**300ng/ml**
Methadone	**150ng/ml**
Oxycodone	**300 ng/ml**
PCP	**25ng/ml**
Propoxyphene	**150ng/ml**

Validity Test includes:

Creatinine	**>20mg/dl**
Specific Gravity	**>1.003**
pH	**3.1 - 10.9**

Per bid specifications, RTL will provide urine drug screening services to include all drugs listed above at the required cut off levels, as well as adulteration screening to include Creatinine, Specific Gravity and pH.

Specimens that yield an EIA response below the specified cut-off are reported as negative. Any specimen that shows an EIA response at or above the specified cut-off is considered "presumptive positive" for a particular drug or drug class. All presumptive positive specimens are subsequently confirmed by a second method prior to reporting positive results. Analytical methods of confirmation include thin layer chromatography (TLC), radioimmunoassay (RIA), gas chromatography (GC), or gas chromatography/ mass spectrometry (GC/MS). The subsequent confirmatory procedures are performed on a second independent portion of the original urine specimen. Please see the chart on the following page for cut off levels by drug and methodology.

REDWOOD TOXICOLOGY LABORATORY

Urine Drugs of Abuse Testing - Methodologies and Detection Times

Drug	EIA Screen	TLC Confirmation	RIA Confirmation	GC/MS Confirmation
Amphetamines				
Amphetamine	1000 ng/mL	425 ng/mL		200 ng/mL
Methamphetamine	1000 ng/mL	200 ng/mL		150 ng/mL
Barbiturates	200 ng/mL	400 ng/mL		100 ng/mL
Benzodiazepines	200 ng/mL		200 ng/mL	100 ng/mL
Cocaine-benzoylecgonine	300 ng/mL		150 ng/mL	50 ng/mL
Marijuana Metabolite (9-THC-COOH)	20 or 50 ng/mL*		25 ng/mL	5 ng/mL
Methadone	300 ng/mL	500 ng/mL		100 ng/mL
Opiates				
Total Morphine	300 ng/mL	410 ng/mL		150 ng/mL
Codeine	300 ng/mL	250 ng/mL		100 ng/mL
Hydrocodone		1000 ng/mL		100 ng/mL
Oxycodone		1000 ng/mL	250 ng/mL	100 ng/mL
PCP	25 ng/mL	500 ng/mL		5 ng/mL
Propoxyphene	300 ng/mL	500 ng/mL		300 ng/mL
Alcohol (GC-FID)	.04 gm/dL			.02 gm/dL

* Agency has the ability to choose cut off level

3650 Westwind Blvd. // Santa Rosa, CA 95403 // www.redwoodtoxicology.com
Laboratory Services: 800-255-2159 // Screening Devices: 877-444-0049 // Local: 707-577-7959 // Fax: 707-577-8102

Results will be reporting options which will include the following options:

A. E-Mail notification that results are available for viewing online to an Email address or addresses (to meet HIPA requirements)

B. E-Mail notification of actual results to a secure E-Mail address or addresses.

Results reporting options include:

- Results available *securely* over the internet at http://www.webtoxicology.com
- Results communicated by fax (for agencies that do not require HIPAA compliance)
- Daily summary of multiple specimen results on one page
- Hard copies of reports sent by mail as requested

Internet reporting is available through RTL's proprietary and secure web-based internet reporting website: www.webtoxicology.com. This reporting option is easy to use and fully supported by RTL's Information Technology (IT) Department. Internet access may be arranged at time of account set-up or at any time during the life of the contract. Please see our Webtoxicology Manual under the Reporting Options tab.

RTL's Webtoxicology site includes the following features:

- Print management enhancements
  - Keep track of printed and unprinted results
  - Works like web e-mail; new results are now shown in bold
- User management control
  - Create new users / modify, activate and inactivate existing users
  - Change password
  - Automatic password retrieval
- Improved specimen search feature
  - Search by requisition number, accession, collector, identification, agency, collection date range, report date range, overall result (positive, negative, dilute)
- Improved reporting options
  - Additional report parameters
  - Export reports to Adobe Acrobat (PDF) and Microsoft Excel formats

Further, instant e-mail notification of available lab results is offered. The sign-up process is fast, easy and provides a convenient reminder when results are ready for review.

Results for urine specimen that screen 'negative' will be reported by RTL to the State within twenty-four (24) hours after receipt of the specimen at the lab. Results that screen a presumptive positive and are subsequently tested by RIA or TLC will be reported to the State within twenty-four (24) to forty eight (48) hours after receipt of specimen at the lab. RTL will provide GC/MS confirmation services on positive specimens at the State's request. Confirmed positive results via GC/MS for urine specimens will be reported to authorized personnel within forty-eight (48) hours after receiving the request. Results for EtG tests will be reported within thirty-six (36) to seventy-two (72) hours after receipt of specimen at the lab. Toxicology results will be reported to authorized State personnel only.

REDWOOD TOXICOLOGY LABORATORY

The Division of Juvenile Services will be testing at multiple locations around the state and will be submitting on average 1 - 3 tests per site per day. The cost of the shipping must be included in the price of the test. Vendor will provide all collection supplies, shipping envelopes, and pay all shipping costs for the quoted price.

At the time of contract award, RTL will work closely with purchasing and/or each facility to determine what supplies best meet the State's needs. The first shipment will then be sent out. After that, supply fulfillment is available through three mediums: call RTL toll free, use our on-line supply form, or send us an email. It's that easy. Below is the contact information for RTL's supply department:

Phone:	(800) 255-2159 ext. 4324 or 4327
On-line order form:	www.redwoodtoxicology.com/supply_form
Email requests:	supplies@redwoodtoxicology.com.

It is RTL's standard policy to provide a three-month supply of specimen collection and shipping materials. Standing orders are also available. In such a case, RTL will provide a three month supply automatically based on the client's average monthly use. For example, if an average of 200 specimens are tested each month, RTL will automatically supply enough collection supplies for three months. This would translate into a shipment of 600 supply kits. If the State cannot accommodate a large number of supplies at one time due to storage constraints, RTL will arrange for smaller bi-monthly or once monthly shipments. This is easily arranged at any time during the life of the account.

As stated previously, RTL provides all necessary specimen collection and shipping supplies to its clients at no additional cost. For urine testing, these supplies include:

- Urine specimen collection containers: Depending on the agency's needs, RTL can supply any of the following collection containers: 60 mL bottles with lids, or 90mL bottles with lids
- Specimen baggies with absorbent material
- Preprinted Chain of Custody forms/labels
- Security seals
- Temperature strips
- Pre-paid FedEx lab packs (when sending five or more specimens) or pre-paid U.S. mailer boxes (when sending fewer than five specimens at a time)

RTL will provide these supplies at no additional charge for ground service delivery.

Next day air service is included in the quoted price when five (5) or more specimens are sent to the laboratory via FedEx or UPS at any one time. Fewer than five (5) specimens sent via FecEx or UPS overnight service will incur a $7.00 shipping and handling charge. Prepaid U.S. Postal Service mailers are provided to Department agencies for shipment of fewer than five (5) specimens to the laboratory.

$7.50 per specimen

Additionally, RTL offers the Department GC/MS confirmation service for $15.00 per drug. This service is available upon request by the Department.

CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS

CERTIFICATE OF COMPLIANCE

LABORATORY NAME AND ADDRESS

REDWOOD TOXICOLOGY LABORATORY,INC
3650 WESTWIND BLVD
SANTA ROSA, CA 95403

CLIA ID NUMBER

EFFECTIVE DATE

10/14/2008

LABORATORY DIRECTOR

MARK DE MEO

EXPIRATION DATE

10/13/2010

Pursuant to Section 353 of the Public Health Service Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments of 1988, the above-named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.

Judith A. Yost, Director
Division of Laboratory Services
Survey and Certification Group
Center for Medicaid and State Operations

CMS
CENTERS FOR MEDICARE & MEDICAID SERVICES

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State of California Department of Public Health
Clinical Laboratory License

In accordance with the provisions of Chapter 3, Division 2, of the Business and Professions Code, the persons named below are hereby issued a license authorizing operation of a clinical laboratory at the indicated address or other site(s) on file with the department.

REDWOOD TOXICOLOGY LABORATORY, INC.
3650 WESTWIND BOULEVARD
SANTA ROSA, CA 95403

OWNER(S):

REDWOOD TOXICOLOGY LABORATORY, INC.
RTL HOLDINGS, INC
IVERNESS MEDICAL INNOVATIONS, INC.
ROBERT MOUNT
ALBERT BERGER
JOHN BRIGDEN

DIRECTOR(S):

MARK J DE MEO MD
RICHARD R WILBER MD

CLIA Number:
Lab ID Number:
Effective Date: FEBRUARY 26, 2009
Valid Until: FEBRUARY 25, 2010

Karen L Nickel

Karen L. Nickel, Chief
Laboratory Field Services

000024

AMERICAN ASSOCIATION OF BIOANALYSTS

PROFICIENCY TESTING SERVICE

2009

CERTIFICATE OF PARTICIPATION

This certifies that

Redwood Toxicology Laboratory

is a participant in a continuous program
of quality control for laboratory testing.

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
	04-30-2009	FEE PAID

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
1,2,2N, 3,3N,4,5,	ANALYTICAL LAB	03-12-2008

REDWOOD TOXICOLOGY LAB, INC
3650 WESTWIND BOULEVARD
SANTA ROSA, CA 95403-0000

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
	04-30-2009	FEE PAID

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REDWOOD TOXICOLOGY LAB, INC
3650 WESTWIND BOULEVARD
SANTA ROSA, CA 95403-0000

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

Form DEA-223 (4-07)

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

CC0027

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 1

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

[ ] Addendum No. 1	[ ] Addendum No. 6
[ ] Addendum No. 2	[ ] Addendum No. 7
[ ] Addendum No. 3	[ ] Addendum No. 8
[ ] Addendum No. 4	[ ] Addendum No. 9
[ ] Addendum No. 5	[ ] Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

_____
Company

_____
Authorized Signature

_____
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012