



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

State of West Virginia Master Agreement

Order Date: 11-13-2024

CORRECT ORDER NUMBER MUST
 APPEAR ON ALL PACKAGES, INVOICES,
 AND SHIPPING PAPERS. QUESTIONS
 CONCERNING THIS ORDER SHOULD BE
 DIRECTED TO THE DEPARTMENT
 CONTACT.

Order Number:	CMA 0506 0506 HHR2300000002 4	Procurement Folder:	1110505
Document Name:	DRUG AND ALCOHOL TESTING	Reason for Modification:	Change Order 2 To Re-issue Contract
Document Description:	DRUG AND ALCOHOL TESTING		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-12-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2024-11-07

VENDOR				DEPARTMENT CONTACT	
Vendor Customer Code:	VS0000011071			Requestor Name:	Virginia L Fitzwater
LNK LLC				Requestor Phone:	(304) 558-5625
100 LEE ST W				Requestor Email:	ginny.l.fitzwater@wv.gov
CHARLESTON	WV	25302-2342		<div style="font-size: 2em; font-weight: bold;">2025</div> FILE LOCATION _____	
US					
Vendor Contact Phone:	304-344-8378	Extension:			
Discount Details:					
	Discount Allowed	Discount Percentage	Discount Days		
#1	No	0.0000	0		
#2	No				
#3	No				
#4	No				

INVOICE TO	SHIP TO
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF HUMAN RESOURCES MGMT ONE DAVIS SQUARE, STE 400 CHARLESTON WV 25301 US	BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES OFFICE OF HUMAN RESOURCES MGMT ONE DAVIS SQUARE, STE 400 CHARLESTON WV 25301 US

CR 11-18-24

Total Order Amount:	Open End
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Purchasing Division's File Copy

CH 11/13/24

PURCHASING DIVISION AUTHORIZATION
 DATE: *Tanaka 11/15/24*
 ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
 DATE: *John S. Gray*
 ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
Cody
 DATE: *11-21-24*
 ELECTRONIC SIGNATURE ON FILE

11/20/2024

Extended Description:

Change Order 2

Change Order No. 2 is issued for administrative purposes only and is intended to change the name of the vendor from LNK LLC (VS0000011071) to PHYSICAL EXAMS INC (000000109512). System limitations require that this contract be given a new number moving forward but the original contract, including all terms, conditions, prices, specifications, and change orders contained therein remain in full force and effect.

Effective date of change: November 8, 2024

New procurement folder: 1489293

No other changes.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	85121810			TEST	150.000000
	Service From	Service To			Service Contract Amount
					0.00

Commodity Line Description: Pre-Employment Drug Testing - Laboratory Screen

Extended Description:

Pre-Employment Drug Testing - Laboratory Screening - Section 1.1 A

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	85121810			TEST	60.000000
	Service From	Service To			Service Contract Amount
					0.00

Commodity Line Description: Pre-Employment Alcohol Testing

Extended Description:

Pre-Employment Alcohol Testing Section 1.1 B

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	85121810			TEST	50.000000
	Service From	Service To			Service Contract Amount
					0.00

Commodity Line Description: Reasonable Suspicion Drug Testing - On-Site Screen

Extended Description:

Reasonable Suspicion Drug Testing - On-Site Screen - Section 1.2 A

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	85121810			TEST	200.000000
	Service From	Service To			Service Contract Amount
					0.00

Commodity Line Description: Reasonable Suspicion Drug Testing - Laboratory Screen

Extended Description:

Reasonable Suspicion Drug Testing -Laboratory Screen - Section 1.2 B

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	85121810			TEST	70.000000
	Service From	Service To		Service Contract Amount	
					0.00

Commodity Line Description: Reasonable Suspicion Alcohol Testing

Extended Description:

Reasonable Suspicion Alcohol Testing - Section 1.2 C

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	85121810			TEST	50.000000
	Service From	Service To		Service Contract Amount	
					0.00

Commodity Line Description: Post-Accident Drug Testing - On-Site Screen

Extended Description:

Post-Accident Drug Testing - On-Site Screen Section 1.3.A

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	85121810			TEST	200.000000
	Service From	Service To		Service Contract Amount	
					0.00

Commodity Line Description: Post-Accident Drug Testing - Laboratory Screen

Extended Description:

Post-Accident Drug Testing - Laboratory Screen Section 1.3 B

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	85121810			TEST	70.000000
	Service From	Service To		Service Contract Amount	
					0.00

Commodity Line Description: Post-Accident Alcohol Testing

Extended Description:

Post-Accident Alcohol Testing
Section 1.3 C

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	85121810			TEST	150.000000
	Service From	Service To		Service Contract Amount	
					0.00

Commodity Line Description: Return to Work Drug Testing -Laboratory Screen

Extended Description:

Return to Work Drug Testing - Laboratory Screen Section 1.4 A

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	85121810			TEST	60.000000
	Service From	Service To		Service Contract Amount	
					0.00

Commodity Line Description: Return to Work Alcohol Testing

Extended Description:

Return to Work Alcohol Testing
Section 1.4 B

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	85121810			HOUR	50.000000
	Service From	Service To			Service Contract Amount
					0.00

Commodity Line Description: Collection Expert Testimony

Extended Description:
Collection Expert Testimony
Section 4.1.1.17.1

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	85121810			HOUR	50.000000
	Service From	Service To			Service Contract Amount
					0.00

Commodity Line Description: Laboratory Expert Testimony

Extended Description:
Laboratory Expert Testimony
Section 4.1.1.17.2

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
13	85121810			HOUR	50.000000
	Service From	Service To			Service Contract Amount
					0.00

Commodity Line Description: MRO Expert Testimony

Extended Description:
MRO Expert Testimony
Section 4.1.1.17.3

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
14	85121810			HOUR	50.000000
	Service From	Service To			Service Contract Amount
					0.00

Commodity Line Description: Collection Expert Testimony at Deposition

Extended Description:
Collection Expert Testimony at Deposition Section 4.1.1.17.4

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
15	85121810			HOUR	50.000000
	Service From	Service To			Service Contract Amount
					0.00

Commodity Line Description: Laboratory Expert Testimony at Deposition

Extended Description:
Laboratory Expert Testimony at Deposition - Section 4.1.1.17.5

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
16	85121810			HOUR	50.000000
	Service From	Service To			Service Contract Amount
					0.00

Commodity Line Description: MRO Expert Testimony at Deposition

Extended Description:
MRO Expert Testimony at Deposition Section 4.1.1.17.6

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
17	85121810			TEST	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Blind Performance Tests (One per Quarter)

Extended Description:

Blind Performance Tests (One per Quarter) Section 4.1.2.8



100 Lee Street West
Charleston, WV 25302
Phone: (304) 344-8378 Fax: (304) 344-0069

Robert Price
Administrative Services Manager II
Office of Shared Administration

September 24, 2024

Reference Contract CMA 0506 0506 HHR2300000002

Change Order No. 2 is issued to assign the contract from LNK LLC (V/C account VS0000011071) to PHYSICAL EXAMS INC (V/C account 000000109512). System limitations require that this contract be given a new number moving forward but the original contract, including all terms, conditions, prices, specifications, and change orders contained therein remain in full force and effect. Effective date of change October 1, 2024.

New procurement folder: 1489293

No other changes.

Sincerely,

A handwritten signature in cursive script that reads 'Julia A. Barker'.

Julia A. Barker


LNK, LLC dba Drug Testing Centers of America

Handwritten text consisting of the word 'OK' at the top, followed by the initials 'All' and a signature that appears to be 'Dreerh'.

This contract identified as CMA 0506 0506 HHR2500000001 is created for administrative purposes only and is intended to assign contract no. CMA 0506 0506 HHR2300000002 from LNK LLC (V/C account VS0000011071) to PHYSICAL EXAMS INC (V/C account 000000109512). System limitations require that this contract be given a new number moving forward but the original contract, including all terms, conditions, prices, specifications, and change orders contained therein remain in full force and effect. Effective date of change October 2, 2024. Old procurement folder: 1110505 No other changes.



Michael Ferguson
President
Physical Exams, Inc.
412-302-7828

OK


BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and entered into as of November 8, 2024 (the "Effective Date"), by and between LNK, LLC, a West Virginia limited liability company d/b/a Drug Testing Centers of America ("Assignor"), and PHYSICAL EXAMS, INC., a West Virginia corporation ("Assignee"). All capitalized terms used in this Assignment, without being otherwise defined, shall have the meanings ascribed to them in that Asset Purchase Agreement, dated as of September 17, 2024, by and between Assignor and Assignee (the "Purchase Agreement").

WHEREAS, pursuant to the terms of the Purchase Agreement, (i) Assignor agreed to assign all of Assignor's right, title and interest in and to the Assets (as defined in the Purchase Agreement and set forth on Exhibit A) to Assignee, and (ii) Assignee agreed to accept such assignment and assume the Assumed Liabilities (as defined in the Purchase Agreement and set forth on Exhibit B) from Assignor.

NOW, THEREFORE, in consideration of the premises and mutual promises herein made, and in consideration of the representations, warranties and covenants set forth in the Purchase Agreement and herein contained, the parties agree as follows:

1. Transfer of Assets. As of the Effective Date, Assignor hereby assigns, transfers, sets over, sells and conveys unto Assignee all of Assignor's right, title and interest in and to the Assets, and Assignee hereby accepts all of Assignor's right, title and interest in and to the Assets. For the avoidance of doubt, Assignor shall retain the Excluded Assets and are expressly excluded from being assumed by Assignee under this Assignment.

2. Assumption of Assumed Liabilities. As of the Effective Date, Assignee hereby assumes, acquires, accepts and agrees to pay, perform and discharge the Assumed Liabilities, including the Assumed Contracts. For the avoidance of doubt, Assignor shall retain the Excluded Liabilities, which are expressly excluded from the obligations being assumed by Assignee under this Assignment.

3. Further Assurances. Assignor hereby covenants that it will, from time to time, at the request of Assignee, execute and deliver such further documents of transfer and assignment and take such other action as Assignee may request and as may be reasonable and necessary in order to vest in Assignee title to all of the Assets.

4. Construction. This Assignment is being delivered and is intended to be performed in the State of West Virginia and shall be construed and enforced in accordance with the laws thereof.

5. Entire Agreement: Binding Effect. This Assignment constitutes the entire agreement among the parties and supersedes any prior understandings, agreements or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof. The parties hereto agree that the covenants and warranties contained herein shall be binding upon their respective successors and assigns. This Assignment may be

executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same document.

6. Severability. Any term or provision of this Assignment that is invalid or unenforceable in any situation shall not affect the validity or enforceability of the remaining terms or provisions hereof.

7. Modification. This Assignment may be modified or supplemented only by written agreement of the parties hereto.

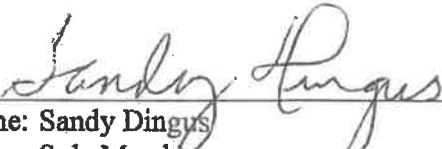
8. Counterparts and Facsimile Signatures. This Assignment may be executed in one or more counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be constructed together and shall constitute one agreement. Facsimile signatures on this Assignment shall be deemed to be original signatures for all purposes.

[Signature page follows this page.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.


ASSIGNOR:

LNK, LLC

By: 
Name: Sandy Dingus
Title: Sole Member

ASSIGNEE:

PHYSICAL EXAMS, INC.

By: 
Name: Michael S. Ferguson
Title: President

COMPLIANCE VERIFICATION CHECKLIST FOR REQUISITION SUBMISSION

<i>Purchasing Division Use:</i> Buyer: <u>Crystal Husted</u> Date: <u>9/25/24</u>	Agency: OSA
Solicitation No. <u>CMA HHR23*00</u>	Procurement Officer Submitting Requisition: Althea Greenhowe
	Requisition No. CMA 0506 HHR23*2
	PF No.: 1110505

This checklist **MUST** be completed by a state agency's designated procurement officer and submitted with the Purchase Requisition to the Purchasing Division. The purpose of the checklist is to verify that an agency procurement officer has obtained and included required documentation necessary for the Purchasing Division to process the requisition without future processing disruptions. At the agency's preference, the agency **MUST** either submit the checklist by attaching it to the requisition's Header **OR** by placing it in the requisition's Procurement Folder.

FOR ALL SOLICITATION TYPES:

	Compliance Check Type	Required	Provided, if Required	Not Required	Purch. Div. Confirmation
1	Specifications and Pricing Page included	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Use of correct specification template	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Use of correct requisition type [CRQS → CCT or CPO] or [CRQM → CMA]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Use of most current terms and conditions www.state.wv.us/admin/purchase/TCP.pdf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Maximum budgeted amount in wvOASIS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Suggested vendors in wvOASIS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Capitol Building Commission pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Financing (Governor's Office) pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Fleet Management Division pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Compliance Check Type	Required	Provided, if Required	Not Required	Purch. Div. Confirmation
10	Insurance requirements				
	Commercial General Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Automobile Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Workers' Compensation/Employer's Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Cyber Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Builder's Risk/Installation Floater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Professional Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Other (specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Office of Technology CIO pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Treasurer's Office (banking) pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

FOR CHANGE ORDERS/RENEWALS:

1	Two-party agreement	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Standard change order language	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Office of Technology CIO approval	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Justification for price increases/backdating/other	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5	Bond Rider (Construction)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	Secretary of State Verification	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
7	State debarment verification	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
8	Federal debarment verification	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

**The items pre-checked are required before a Purchase Requisition may be submitted to the Purchasing Division. Failure to complete and verify this documentation may result in rejection of the requisition back to the agency. It is up to the agency procurement officer to determine if pre-approvals, insurance, or other documentation is needed for the purchase. The referenced information below may be used to make this determination.*

For Purchasing Division Use Only:

I have reviewed the requisition identified above and find that it is sufficient to advertise publicly to the vendor community. My review does not preclude the possibility that the vendor community, or some other entity, will identify an area of concern; however, should such issues or concerns arise, they will be reviewed and addressed as may be appropriate.

Signature: Christine Husted


Keyword Search

For more information on how to use our keyword search, visit our help guide

Simple Search

Search Editor

Any Words 

All Words 

Exact Phrase 

e.g. 123456789, Smith Corp

"lnk llc" 

Entity 

Location 

Status 

Active

Inactive

Reset 



No matches found

Your search did not return any results for active records.

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Search inactive

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Business and Licensing

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Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

LNK, LLC

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
LLC Limited Liability Company	10/27/2016		10/27/2016	Domestic	Profit			

Organization Information			
Business Purpose	5419 - Professional, Scientific and Technical Servies - Professional, Scientific and Technical Servies - Other Professional/Scientific/Technical Services (marketing research, public opinion polling, photographic, translation & interpretation, veterinary services)		Capital Stock
Charter County	Kanawha		Control Number
Charter State	WV		Excess Acres
At Will Term	A		Member Managed MBR
At Will Term Years			Par Value

Authorized Shares	Young Entrepreneur	Not Specified
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Addresses	
Type	Address
Designated Office Address	100 LEE STREET W CHARLESTON, WV, 25302
Mailing Address	100 LEE STREET W CHARLESTON, WV, 25302 USA
Notice of Process Address	SANDY DINGUS 100 LEE STREET W CHARLESTON, WV, 25302
Principal Office Address	100 LEE STREET W CHARLESTON, WV, 25302 USA
Type	Address

Officers	
Type	Name/Address
Member	SANDY DINGUS 100 LEE STREET W CHARLESTON, WV, 25302
Organizer	SANDY DINGUS 100 LEE STREET W CHARLESTON, WV, 25302
Type	Name/Address

DBA			
DBA Name	Description	Effective Date	Termination Date
DRUG TESTING CENTERS OF AMERICA	TRADENAME	10/27/2016	
DBA Name	Description	Effective Date	Termination Date

Name Changes	
Date	Old Name

10/27/2016	L & K DRUG TESTING CENTERS OF AMERICA LLC
Date	Old Name

10/27/2016	NAME CHANGE: FROM L & K DRUG TESTING CENTERS OF AMERICA LLC
Date	Amendment

Annual Reports
Filed For
2024
2023
2022
2021
2020
2019
2018
2017
Date filed

For more information, please contact the Secretary of State's Office at 304-558-8000.

Thursday, September 26, 2024 — 9:14 AM

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