



PURCHASE ORDER

11/30/23

CONTRACT BV2324-001

AGENCY BLANKET ORDER

B00094075

RELIANT DRUG TEST SOLUTIONS LLC
3400 TEAYS VALLEY ROAD, STE B
HURRICANE WV 25526

2001 UNION CARBIDE DRIVE
SOUTH CHARLESTON WV 25303

Table with 5 columns: Item ID, Description, Quantity, Unit Price, Total Price. Rows include 12-Panel Drug Test, 5+ Panel Drug Test, Background Check, and Bundled Drug Test/Background Check.

CONTRACT PERIOD: 01/01/2024 - 12/31/2024
RENEWAL PERIODS: 2

DISCOUNT: .00
ADDL CHARGES: .00
TOTAL TAXES: .00

OPEN-END

BANNER

FUND: VARIES
ORGN: VARIES
ACCT: VARIES
ACTV: N-A

OASIS

FUND/SUBFUND: VARIES
DEPT/UNIT: 0493/VARIES
APPR: 09900
OBJ/SUBOBJ: VARIES
ACTIVITY: N-A

Approved as to form this 7th day of

December, 2023

Patrick Morrissey, Attorney General

By: John S. Gray

Cathy Aquino, CFO
AUTHORIZED SIGNATURE

11/30/23
Date

***Please remit invoices by mail to:

BridgeValley Community & Technical College
Attn: Financial Affairs - Accounts Payable
2001 Union Carbide Drive
South Charleston, WV 25303

by email to: ap@bridgevalley.edu



Fee Schedule

Reliant Drug Test Solutions proposes the following fees for service:

Drug Testing using FDA approved 12-panel Forensic Testing Point of Collection Device

This device tests for 12 drugs and/or drug categories, including:

Amphetamines, including **Methamphetamines** and **MDMA (Ecstasy)**
Marijuana, **Benzodiazepines**, **Methadone**, **Barbiturates**, **Opiates**, including **Codeine**,
Morphine, and **Heroin** and **Hydrocodone/Hydromorphone**, **Opioids** including
Oxycodone/Oxymorphone, **Cocaine**, **Buprenorphine**, **Propoxyphene**

Price for this test	\$45
Cost for confirmation of any/all presumed positives	\$0
For non-Allied Health Students requiring a DOT drug test This is a DOT regulated 5+ panel expanded lab test.	\$45

Background Check – for Allied Health Students

Check of Consumer Records for the following searches: (See Background Check information on page 7 for details.)

Instant National Criminal Database:

County Records Database:

Federal Criminal Database:

I-MED Level III:

SSN + Alias Name Check + Address History Search:

Price for this background check	\$50
Background Check for non-Allied Health Students No I-MED Level III check	\$45
Package Price for Drug Test and Background Check combination - Allied Health Students	\$90
Non-Allied Health Students	\$85
On-site Fee – for our collectors to come onto campus Depending on class size, 2-5 collectors will be needed.	\$0

RFP COVERPAGE

The undersigned declares that he/she has read **BV2324-001** and that the following proposal is submitted as a good faith response. The undersigned declares that he/she has the authority to obligate the company and that all mandatory requirements were met.

MANDATORY SITE VISIT VERIFICATION

Attendee Name/Title N/A

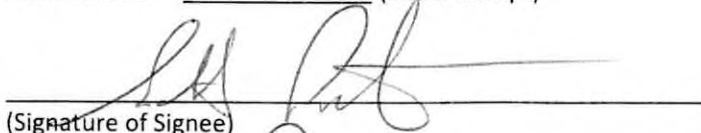
Attendee Name/Title N/A

The undersigned acknowledges receipt of the following addenda, if released. If no addenda are released, this section is to be left blank:

Addendum 1 8 (initial receipt)

Addendum 2 8 (initial receipt)

Addendum 3 _____ (initial receipt)


(Signature of Signee)

STEPHEN PATRICK
(Print Name of Signee)

Owner/President
(Title)

Reliant Drug Test Solutions
(Company Name)

3400 Teays Valley Rd Ste B
(Street Address)

Hurricane, WV 25524
(City, State, Zip)

304-397-0551
(Telephone Number)

Steve@reliantdrugtestsolutions.com
(E-mail)

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Letter of Transmittal

Understanding of Services

We want to confirm our intention to submit a bid for BridgeValley Community and Technical College's (BVCTC) BV2324-001 project, which concerns Student Drug Testing and Background Checks. BVCTC's requirement is to ensure that students entering various allied health fields and other programs, as necessary, undergo both drug testing and background checks aligned with their clinical placements. We also acknowledge the critical need for accurate and timely results delivery.

Reliant Drug Test Solutions is committed to our clients. We assure you that we will provide the required services in a timely manner while remaining adaptable to the evolving needs of your educational institution. Our history of providing drug testing services to BVCTC since May 2010 means we fully grasp these needs and have dedicated ourselves to delivering these services efficiently and effectively.

Throughout our 13-year partnership with BVCTC, we have consistently adapted to the institution's changing needs and the evolution of program directors and staff. We know the staff's needs and schedules. We understand that there are times when testing must be done outside of regular working hours, and we are committed to providing those services whenever needed. We have always responded promptly to address their unique requirements and schedules. As we move forward, our dedicated staff members will continue to provide the outstanding service that BVCTC and its staff have come to rely on.

We'd also like to emphasize that we are a West Virginia-based company, deeply rooted in the local community. Our proximity allows us to respond to your site within minutes, ensuring a rapid and efficient service that distinguishes us from others that might take hours or even days. Additionally, we take pride in employing local individuals, further reinforcing our commitment to supporting and engaging with the community we serve.

Meet Our Staff

Steve Patrick, the owner, and president of the company, boasts an impressive background with over 30 years of experience in the drug testing industry. A seasoned entrepreneur and consultant, he has played a pivotal role in shaping the landscape of drug testing practices. Steve is not only a dedicated professional but also an active community leader, having served as the past president of the Rotary Club and Chamber of Commerce. His commitment to community development is complemented by his role as a trainer and consultant in the drug test industry, sharing his wealth of knowledge to companies across the US and Canada. With a diverse career spanning service, retail, and healthcare industries, Steve is a dynamic leader who currently owns and manages two different companies. His multifaceted expertise and leadership continue to drive success and innovation within the organization.

Cathy Miller is a dedicated and experienced General Manager who has been an invaluable asset to our organization for nearly 12 years. With a deep understanding of every aspect of the drug testing and background check industry, she has consistently demonstrated exceptional leadership and a remarkable ability to navigate the complexities of our industry. Her extensive knowledge and unwavering commitment make her an essential part of our team, ensuring our

continued success and growth. She brings a wealth of knowledge to our company with over 21 years of experience in management and drug testing.

Sherry Barclay, our Customer Service Manager, has been a cornerstone of our team for over six years. Her extensive experience and commitment to delivering top-tier service have consistently elevated our customer satisfaction levels. Sherry's unwavering dedication and expertise in managing customer interactions make her an essential asset to our organization. She plays a crucial role in fostering strong client relationships and upholding our reputation for exceptional customer service.

Alex Miller, our Customer Communications Manager, has been a steadfast and invaluable member of our team for over six years. With a wealth of experience in managing and enhancing customer relationships, Alex has consistently demonstrated a deep understanding of our communication strategies. Her dedication and expertise have played a pivotal role in ensuring test results, invoicing and other communications effectively reaching our customer base. Alex's long-standing commitment to our organization continues to be instrumental in maintaining strong connections with our valued clientele.

Stephanie Larson, our newest addition to the team in the role of Client Services Representative, has already made a notable impact within her brief time of less than a year with us. Her enthusiasm and dedication to delivering exceptional service to our clients are evident in her work. Stephanie's rapid integration into our team and her willingness to learn and adapt have been truly impressive. We look forward to witnessing her continued growth and contributions in enhancing our client relationships and service standards.

Company Overview

Company Information

Reliant Drug Test Solutions LLC
3400 Teays Valley Rd Ste B
Hurricane, WV
304-397-6551 (P)
304-397-6552 (F)
WV Vendor Code – 166643

Hours of Operation

Monday thru Thursday 8am to 5pm
Friday 8am to 1pm

- After hours and weekends are available for emergency call outs.

Contact Personnel

Cathy Miller is our General Manager and will be the main point of contact. Her direct phone number is 304-397-5364 and her email is Cathy@ReliantDrugTestSolutions.com. Most of your

staff most likely already have her personal cell phone number from our many years of servicing BridgeValley. However, it will be provided to all members of your leadership team upon award of this bid.

You can also reach out to anyone in our office by emailing info@ReliantDrugTestSolutions.com. That email goes to all Reliant personnel for immediate response. Her professional resume is attached.

Our Company History

Reliant Drug Test Solutions is in the heart of Hurricane, WV, owned and operated by Steve Patrick. After having been laid off as VP of Administration for WV Home Health Services due to an acquisition from an out-of-state company, Steve opened Reliant in 2010. His goal was to help business and schools maintain a drug-free atmosphere. Reliant was launched from a bedroom in his home, but after a short 6 months he put roots down in a brick and mortar in Hurricane. Growth was quick and steady and Reliant soon became the fastest growing drug and alcohol testing company in the West Virginia.

Coming from a healthcare administration background, Steve knew students in the healthcare field needed drug testing and background checks prior to their clinical training. He developed procedures and practices that would provide quick and accurate results to the administrative staff at local universities and technical schools. He knew that handing a student a drug test authorization to go off campus for specimen collection led to many issues. From student hardship getting to and from the collection site to the possibility of sample adulteration or substitution, to the school not getting tests completed and results reported in a timely manner.

So, by instituting an on-campus testing procedure, one that was fast and efficient to all parties (students, schools, and instructors), Steve was able to show the local educational facilities the best and most efficient way for testing. It was a win-win-win scenario. At the time, no one offered on-campus testing for students.

Reliant quickly outgrew his original space and took over the entire ground floor of the location in short order. Reliant now has 4 full-time staff members, most of whom have been on board for over 6 years. Our staff has over 65 years of drug testing and background check experience.

Our Mission Statement:

Our mission at Reliant Drug Test Solutions is to empower our clients with accurate and comprehensive information. Through affordable drug testing and background screening services, we aim to furnish individuals and businesses with the insights necessary to make informed decisions in both their professional and personal endeavors. By delivering reliable and cost-effective solutions, we are dedicated to contributing to the success and well-being of our clients, fostering a foundation of trust and integrity in every aspect of their lives.

Our Vision Statement:

Reliant Drug Test Solutions envisions a future where we stand as the foremost authority in delivering invaluable information through our products. We aspire to be not just a service provider but a respected and integral asset to the communities we serve. Our vision includes

cultivating a team of empowered individuals who embody leadership qualities and are actively engaged in community initiatives. We are committed to showcasing innovation in our products, technology, and ideas, ensuring that Reliant remains at the forefront of advancements in our field. Through these pillars, we aim to shape a future where Reliant is synonymous with excellence, trust, and positive societal impact.

Client Retention

Since our inception in 2010, Reliant Drug Test Solutions has fostered enduring client relationships, with many clients remaining active for over 13 years. BridgeValley is one of those long-term clients with over 12 years of a dedicated relationship.

Our commitment to customer relations and communication has been pivotal in maintaining these long-standing partnerships. At Reliant, we take pride in delivering a high level of service to each client, ensuring their satisfaction and trust in our services.

Services Offered at Reliant

Reliant Drug Test Solutions offers the following service to our clients.

- Forensic Drug and Alcohol Testing - representing approximately 52% of total sales
- Criminal Background Checks - representing approximately 25% of total sales
- DNA and Paternity Testing - representing approximately 5% of total sales
- Third Party Consortium Mgmt. - representing approximately 8% of total sales
- Specimen Collection Services - representing approximately 10% of total sales

Commitment to Excellence

Reliant Drug Test Solutions is committed to providing our clients with exceptional service. All our employees maintain certificates in both specimen collection and breath alcohol detection. While re-certification is required by federal regulations every 5 years to maintain certification Reliant provides bi-annual training to ensure compliance. In addition to internal training, our employees attend industry association seminars as needed as refresher.

As a note, several of the labs, as well as DOT regulators conduct "secret shopper" style audits of our services. We have continually scored 100% in these audits apart from one score of 98%. Because of this commitment, we have never failed an audit, nor have we been party to any legal proceedings.

List of References

Dr. Bren Stevens

Athletic Director
University of Charleston
2300 Maccorkle Ave SE
Charleston, WV 25304
304-357-4820
brenstevens@ucwv.edu

Kathy Frum

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300 Campus Drive
Parkersburg, WV 26104
304-424-8300
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Dr. Jason Hughes

Director of Wood County Schools
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1515 Blizzard Drive
Parkersburg, WV 26187
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Jehughes@k12.wv.edu

Kent Wilson

Dean of Nursing and Emergency Services
BridgeValley Community and Technical College
2001 Union Carbide Drive
South Charleston, WV 25303
304-205-6689
Kent.wilson@bridgevalley.edu

Why Reliant Drug Test Solutions?

Reliant Drug Test Solutions stands out among other companies in the drug testing industry, particularly through its distinctive focus on delivering unparalleled service. As a locally rooted business in West Virginia, our commitment extends beyond providing reliable drug testing solutions – it involves fostering a sense of community. Our team comprises friendly, outgoing, and local staff who are dedicated to exceptional customer service. What truly sets us apart is our unwavering dedication to establishing long-term relationships with our clients. We take pride in our effective communication skills, ensuring that clients are well-informed throughout the process.

Moreover, our commitment to prompt and efficient service is evident in our fast result reporting system. Being a local entity allows us to respond swiftly to any issues that may arise, showcasing our agility and personalized approach to meeting the unique needs of our clients in West Virginia.

Certifications and Accreditation

Our collectors all hold DOT urine collector's certification as well as DOT breath alcohol certifications, this is considered the gold standard and how our business is modeled.

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As a note, several of the labs, as well as DOT regulators conduct "secret shopper" style audits of our services. We have continually scored 100% in these audits apart from one score of 98%. Because of this commitment, we have never failed an audit, nor have we been party to any legal proceedings.

Compliance and Regulation

Our staff takes full advantage of web-based training provided by our partnering laboratories on the latest trends and updates in the drug testing world. We are active members of the National Drug and Alcohol Screening Association and take full advantage of the webinars and literature provided.

We are active with the FMCSA Department of Transportation best practice standards and refresh our skill often with the training provided.

Problem Identification and Resolution

If an issue arises, Reliant's staff is committed to promptly addressing and resolving it. Every employee is authorized to resolve conflicts with the customer's optimal outcome in consideration, even if it entails additional costs for Reliant. In addition, we welcome any type of communication with our office from our clients. Our management team is available 24/7 to handle any issue that could arise. And because we are local, we can resolve most issues within a matter of minutes, not hours or days.

Data Security

Reliant has partnered with Netranom and utilizes multiple layers of security controls to protect its information systems. Firewalls with onboard intrusion detection systems (IDS) protect our edge perimeter while endpoint protection technologies monitor and protect our endpoint devices. Reliant's systems are also protected by an advanced managed detection and response (MDR) platform that provides real-time monitoring and ransomware canaries to detect, respond, and recover from potential cyber threats.

The MDR system is designed to prevent persistent footholds that result from the advanced threat tactics leveraged by threat actors. Reliant also utilizes an advanced email filtering system to augment the protection technology provided by Microsoft.

In addition, all our off-site platforms are contracted services, such as QuickBooks for our billing and accounting services; and TestChecks, for our results reporting and random sections processing. Each of these cloud-based companies carry data protection including redundant daily backups of data. For specifics we would need to contact each of these services independently.

No client data outside what public information is stored or kept at a local level on our equipment in Hurricane.

Questions Regarding Background Screening

Reliant has an open communication goal with our client and the students we serve; students are briefed at the time of testing and given instructions about what to expect to allow them to complete the background check in the time required.

Students are given written instructions on how and when to complete the background and to call our office and speak to a staff member. They may contact us via phone or email.

Turnaround Time

Typical turnaround time for Background Checks is 3 to 5 business days, this can vary by search ordered and county responses at the courthouse level. Results for background checks and drug screen results are available on our proprietary web-based software Test Checks.

Negative drug screen results are available within 24 hrs., confirmation of drug screen can be expected in 3 to 5 business days and will depend on the cooperation of the students.

Background Check Services by Reliant Drug Test Solutions

Reliant Drug Test Solutions has established a partnership with Intellishield as our trusted Consumer Reporting Agency (CRA). We have created exclusive software connections with Intellishield to offer the most comprehensive and secure background checks available in our region. We take pride in being one of the select few background reporting services accepted by the RN and LPN nursing boards in West Virginia. This recognition stems from West Virginia's exclusive authorization of a single company to conduct fingerprint-based background checks, often resulting in notable delays, occasionally stretching for weeks or even months in specific

regions. Despite numerous attempts to open this market to other vendors, including Reliant, our efforts have proven unsuccessful.

The Background Check workflow is meticulously designed with a focus on security, student convenience, and ease of use. To ensure the utmost confidentiality, students are responsible for entering their personal data directly into the system, eliminating the risk of their information being inadvertently exposed on paper.

Once a student initiates the process, they receive an email from our cloud-based system containing a secure link. Clicking this link directs them to complete the online background check application, known as the Quick App.

The Quick App serves a dual purpose. Firstly, it enables students to securely furnish us with essential personal information required for the background check, including their full name, Social Security Number, Driver's License details, and Date of Birth. Secondly, the Quick App provides students with all the necessary forms that outline the process and detail their rights under the Fair Credit Reporting Act.

The documents provided to the student include:

- FCRA Disclosure Regarding Background Investigation for Consumer Reports
- A Summary of Your Rights Under the Fair Credit Reporting Act
- Authorization For Background Check

Following the completion of the Background Check questionnaire, the system offers the student the option to either Print the Authorization and/or Print a Confirmation for their personal records.

Subsequently, the student receives an email expressing gratitude for their questionnaire submission, along with a unique file number for potential future reference.

The system immediately begins its search across multiple sources, including the following:

- Instant National Criminal Database: This search encompasses all court and county records, state criminal databases, corrections information, federal watch lists, and national sex offender registries. The results from this search are typically available in a matter of moments.
- County Records Database: This search involves delving into county court and records for the areas where the student has recently lived. The duration of this search varies and can take anywhere from 1 to 7 days, contingent upon the accessibility of the specific county in question. It's worth noting that some county searches may necessitate physical visits to county courthouses, although such instances are becoming increasingly rare.
- Federal Criminal Database: This comprehensive search scans all publicly available federal records for any instances of federal crimes, potentially including offenses like drug trafficking, money laundering, counterfeiting, and various other major crimes.
- I-MED Level III: Given that many healthcare organizations receive federal funding, it is crucial to conduct a thorough search of federal exclusion lists. The I-MED Level III background check sets the standard for exclusion screening, verification, and monitoring. This search scrutinizes results and potential matches from various federal data sources, including the OIG (Office of Inspector General), SAM (System for Award Management), FDA Disbarment, DEA (Drug Enforcement Administration), TRICARE, FBI, U.S. DOJ (Department of Justice), U.S. Treasury Department, and U.S. State Department.

- **SSN + Alias Name Check + Address History Search:** This multifaceted and detailed search serves several purposes. It validates the authenticity of the student's Social Security number, checks for any aliases, including maiden names, that the student might have used in the past, and provides a comprehensive address history, which contributes to the county records check.

The Background Check is usually completed in 1-5 days. About 97% of all background check questionnaires are completed accurately by the student and are immediately processed. In the event of errors, we are contacted within a few hours of the student's submission that there is an issue, including the most prevalent errors, incorrect Social Security number or Driver's Licenses numbers. In the event of input errors, we contact the student by email or text to correct the errors. In some cases, we have had to notify the instructor to program director to have the student contact us. This usually resolves any issues, and the process continues smoothly.

The background report is then made available to the instructor and program director immediately through the Client Portal of TestChecks, our proprietary results reporting platform.

Drug Testing Services by Reliant Drug Test Solutions

Our on-site campus drug testing programs are widely embraced across numerous school campuses in West Virginia, marking over a decade of successful partnerships with higher education programs. At Reliant, we take pride in delivering secure, reliable on-site testing services with a commitment to quick reporting and effective communication with our instructors.

From the moment we arrive on-site, our services are characterized by consistency, reliability, and efficiency. The drug testing process commences with meticulous on-site preparations, including securing a suitable location for testing, ensuring restroom availability, monitoring the collection process, maintaining the chain of custody, and reporting accurate results.

Upon arrival, our collectors initiate a thorough set-up process, securing restrooms designated for testing. Access to water is carefully regulated, either by shutting off the water supply or direct monitoring by our staff. To prevent potential tampering, toilet water is secured with bluing. Auto flush toilets are disabled during testing, and soap dispensers are secured or monitored, with chemicals removed for the collection process. Our collectors diligently oversee all restrooms and drug screen collections.

Reliant employs manual chains of custody, ensuring that each student provides initials on their sealed specimen cup and furnishes basic student information, accompanied by a wet signature releasing the chain of custody to our collectors. Each specimen is meticulously evaluated for temperature (90-100 degrees), color, odor, and quantity to meet the criteria for a valid specimen.

To support our commitment to quality service, Reliant provides all testing supplies, including cups and shipping materials, at no cost to our clients.

Reliant Drug Test Solutions offers versatile testing options, including direct observation, monitored collection, and split specimen testing. Faculty requests are accommodated at any time, with preplanning necessary for direct observation to maintain gender-to-gender collections, ensuring the integrity of our services and adherence to best practice standards.

In instances of challenges such as shy bladders or insufficient quantity during the collection process, affected students are requested to remain in the testing area or, if necessary, consult directly with the instructor. To facilitate the process, students are offered up to 40oz of water over a 30-minute period, with a requirement to provide a specimen within the allocated 3-hour timeframe. Decisions regarding students unable to provide a specimen are at the discretion of the school or instructor.

We offer a diverse range of tests, accommodating any specific requirements your programs may have. Reliant recommends the split key 12-panel instant test for fast and accurate results.

Negative results are available within 24 hours of testing, and most results are accessible on the same day. Non-negative results undergo confirmation testing at our laboratory, a process taking 3 to 5 days depending on student cooperation with the Medical Review Officer. All results are conveniently available in TestChecks, with email confirmations sent to instructors upon posting.

In addition to program testing, Reliant offers random selections, with program instructors enjoying the flexibility to call or email to schedule collections for their students. Our commitment to accommodating the unique needs of each program remains unwavering.

**WEST VIRGINIA
STATE TAX DEPARTMENT
BUSINESS REGISTRATION
CERTIFICATE**

ISSUED TO:
**RELIANT DRUG TEST SOLUTIONS LLC
3400B TEAYS VALLEY RD
HURRICANE, WV 25526-9321**

BUSINESS REGISTRATION ACCOUNT NUMBER: 2234-7157

This certificate is issued on: 11/17/2010

*This certificate is issued by
the West Virginia State Tax Commissioner
in accordance with Chapter 11, Article 12, of the West Virginia Code*

*The person or organization identified on this certificate is registered
to conduct business in the State of West Virginia at the location above.*

This certificate is not transferrable and must be displayed at the location for which issued,
This certificate shall be permanent until cessation of the business for which the certificate of registration
was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new
certificate shall be required.

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of
this certificate displayed at every job site within West Virginia.

atL006 v.4
L1152622336

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Stephen R. Patrick	
2 Business name/disregarded entity name, if different from above Reliant Drug Test Solutions, LLC	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3). Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 3400 Teays Valley Rd Suite B	Requester's name and address (optional) BridgeValley Comm. and Tech College 2001 Union Carbide Dr South Charleston, WV 25303
6 City, state, and ZIP code Hurricane, WV 25526	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
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Employer identification number											
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2	7	-	1	7	6	0	6	4	0		

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 10/17/23
------------------	----------------------------	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

STATE OF WEST VIRGINIA - PURCHASING DIVISION

**VENDOR REGISTRATION AND DISCLOSURE STATEMENT
AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS
CERTIFICATION APPLICATION**

Before a vendor is eligible to sell goods and/or services to the State of West Virginia, the *West Virginia Code* §5A-3-12 requires all vendors to have on file with the West Virginia Purchasing Division a completed Vendor Registration and Disclosure Statement. All vendors wishing to participate in the competitive bid process and receive purchase orders from the State of West Virginia exceeding \$5,000 in aggregate across all state agencies are required to complete the Vendor Registration and Disclosure Statement (WV-1 form) and pay a **\$125.00** annual fee. Payment of the annual fee includes email notifications on bid opportunities based on the commodities and services selected upon registering in the Vendor Self-Service (VSS) portal at wvOASIS.gov. Please complete this form in its **ENTIRETY** and return it with a check or money order made payable to the **STATE OF WEST VIRGINIA** in the amount of **\$125.00**. Incomplete forms may not be processed and may be returned to the vendor. Please send completed form and payment to:

**Purchasing Division - Vendor Registration
2019 Washington Street East
Charleston, WV 25305-0130**

Whenever a change occurs in the information submitted, such change shall be reported immediately in the same manner as required in the original disclosure statement (*West Virginia Code* §5A-3-12). Vendors doing business with the State of West Virginia are expected to abide by the **Vendor Code of Conduct** available online at www.state.wv.us/admin/purchase/vrc/vendorconduct.pdf.

Privacy Notice: The Purchasing Division is required to collect certain information as stated in *West Virginia Code* §5A-3-12, other applicable sections of the *West Virginia Code*, the Vendor Registration and Disclosure Statement forms, and other documents to facilitate the state bidding and contract administration processes. This information is stored in a secure environment, but unless specifically protected under state law, any information provided may be inspected by or disclosed to the public.

Vendors are also required to 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, West Virginia Insurance Commission, or other state agencies or political subdivisions. Failure to do so may result in delay of or disqualification from a contract award pursuant to *West Virginia Code of State Rules* §148-1-6.1.7.

Should you need additional information relating to vendor registration, please visit www.state.wv.us/admin/purchase/VendorReg.html. Questions concerning this Vendor Registration and Disclosure Statement may be directed to the Purchasing Division at (304) 558-2311.

VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

1. Legal Name of Company/Individual Reliant Drug Test Solutions, LLC

Ordering Address 3400 Teays Valley Rd, Suite B Hurricane, WV 25523

(Please provide a physical address, not a post office box.)

Payment Address 3400 Teays Valley Rd
Suite B

City, State, Zip Hurricane, WV 25526

Telephone Number 304-397-6551 Fax Number 304-397-6552

Principle Contact Person Cathy Miller E-mail Cathy@ReliantDrugTestSolutions.com

Contact's Telephone Number 304-397-6551 Contact's Fax Number 304-397-6552

DBA, if any N/A

Ordering Address _____

Payment Address _____

City, State, Zip _____

Telephone Number _____ Fax Number _____

Principle Contact Person _____ E-mail _____

Contact's Telephone Number _____ Contact's Fax Number _____

2. Vendor Tax Classification:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Individual | <input type="checkbox"/> Government |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Medical Corporation |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Attorney Corporation |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Non-Profit Organization |
| <input type="checkbox"/> Board Member | <input type="checkbox"/> Payroll |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Employee |
| <input type="checkbox"/> Estate | |

VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

3. **Taxpayer Identification Number (TIN):** If you have an Identification Number, enter it below. All partnerships, corporations, or companies with employees must have an EIN.

2 7 1 7 6 0 6 4 0 EIN

If you do not have a EIN, please enter Social Security number (SSN), Individual Taxpayer Identification Number (ITIN) or Adoptive Identification Number (ATIN) and check the correct below.

- (SSN , ITIN , ATIN)

4. (A) **Small, Women-Owned, Minority-Owned Businesses**

West Virginia Code §5A-3-59 establishes a procurement certification program in West Virginia for small, women-, and minority-owned businesses. Requirements related to the certification program are provided in the **West Virginia Code of State Rules** §148-2-1 et seq. Note that this certification provides nonresident vendors preference that is equivalent to competing resident (West Virginia) vendors that have applied for resident vendor preference, in accordance with **West Virginia Code** §5A-3-37. This certification may assist resident small, women-, and minority-owned businesses when soliciting business in other states. If you are renewing your two-year SWAM business certification status, please indicate the appropriate designation below.

Certification of Status (Check all those which apply)

- Minority-owned Business** [1] means a business concern that is at least fifty-one percent owned by one or more minority individuals or in the case of a corporation, partnership, or limited liability company or other entity, at least fifty-one percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.
 - A "minority individual" means an individual who is a citizen of the United States or a noncitizen who is in full compliance with United States immigration law and who satisfies one or more of the following definitions:
 - **African American** means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
 - **Asian American** means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands, including, but not limited to, Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
 - **Hispanic American** means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
 - **Native American** means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

- Small Business** [2] means a business, independently owned or operated by one or more persons who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, which, together with affiliates, has two hundred fifty or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.
- Women-owned Business** [3] means a business concern that is at least fifty-one percent owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least fifty-one percent of the equity ownership interest is owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law.

(B) Other Federal Designations

Additionally, by providing the following information, I represent that this enterprise is a small business as defined by the **Code of Federal Regulations**, Title 13, Part 121, as appended - which contains detailed industry definitions and related procedures - and/or the characteristics of the enterprise's control, operation and/or ownership are accurately reflected in the information provided. *Check all that apply.*

- Disabled Small Business Ownership [4]
- Veteran Small Business Ownership [5]

5. Commodity Codes: You may register for commodity codes for the products and services that you offer, which will provide you with bid opportunity alerts and notifications should you become a paid registered vendor. To perform this function, visit the Vendor Self-Service (VSS) Portal at wvOASIS.gov.

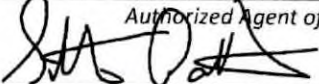
6. What is the latest Dun & Bradstreet number and rating on the vendor? _____
059757065

7. Is the vendor acting as an agent for some other individual, firm or corporation? If yes, attach statement of the principal authorizing such representation. No Yes

By signing below and submitting this form, the vendor certifies and acknowledges that: 1) it has obtained all licenses, certifications, and authorizations necessary to lawfully conduct business in the state of West Virginia; and 2) that the assertions made by completing this form and delivering it to the Purchasing Division are accurate and true in accordance with the applicable law and rules. As authorized agent of the vendor named herein, I do solemnly swear that the above information is true and complete, in accordance with **West Virginia Code §5A-3-12(e)**.

In the event that the vendor is applying for certification as a small, women-, or minority-owned business, the vendor's signature below further certifies that: 1) the state in which the vendor has its headquarters or principal place of business does not deny a like certification to a West Virginia based small, women-owned, or minority-owned business; 2) the state in which the vendor has its headquarters or principal place of business does not provide a preference to small, women-owned, or minority-owned firms that is unavailable to West Virginia based businesses; and, 3) that it has read and understands this form, along with the law and rules governing certification as a small, women-owned, or minority-owned business.

Stephen Patrick

Authorized Agent of Vendor (Print Name)


Authorized Agent (Signature)

Owner/President

Title

11/10/2023

Date

PURCHASING DIVISION USE ONLY	
Vendor ID:	_____
Check No. :	_____
Memo No. :	_____
Date:	_____
Entered by:	_____

**STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"): BridgeValley Community and Technical College

Vendor: Reliant Drug Test Solutions LLC

Contract/Lease Number ("Contract"): BV2324-001

Commodity/Service: Background_Drug Screening Services

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.
Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.
Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.
Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.
Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strike through~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: BridgeValley Comm & Tech College

By: Cathy Aquino

Printed Name: Cathy Aquino

Title: Chief Financial Officer

Date: 11/27/23

Vendor: Peliant Drug Test Solutions

By: Steve Patrick

Printed Name: Steve Patrick

Title: Owner

Date: 11-10-23

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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 exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Pelican Drug Test Solutions

Authorized Signature: [Signature] Date: 11-13-23

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 13th day of November, 2023.

My Commission expires October 28th, 2025.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



Purchasing Affidavit (Revised 08/01/2015)



REQUEST FOR PROPOSAL
BV2324-001
BACKGROUND AND DRUG SCREENING SERVICES

Table of Contents

General Information and Standard Terms and Conditions	Section 1
Eligibility Requirements	Section 2
Background Information	Section 3
Scope of Services	Section 4
Evaluation Criteria	Section 5
Additional Information	Section 6

Exhibits:

Exhibit A	Cover Page
Exhibit B	Agreement Addendum, WV96
Exhibit C	Purchasing Affidavit
Exhibit D	W-9 Taxpayer Identification Information
Exhibit E	Respondent Registration and Licensing

QUESTIONS WILL BE RECEIVED THROUGH OCTOBER 18TH - MIDNIGHT

PROPOSALS WILL BE RECEIVED UNTIL NOVEMBER 1ST, 12:00 pm EST¹

¹ PROPOSALS RECEIVED AFTER THE DATE AND TIME PROVIDED ABOVE WILL NOT BE CONSIDERED. IT IS THE RESPONDENT'S SOLE RESPONSIBILITY TO ENSURE TIMELY DELIVERY OF THE PROPOSAL.

SECTION 1 GENERAL INFORMATION AND STANDARD TERMS AND CONDITIONS

1.1. OVERVIEW

BridgeValley Community and Technical College (BridgeValley), invites the submission of proposals from vendors (Respondents) that wish to provide background and on-site drug screening services. Respondents to this solicitation should have the capability of providing the services as outlined in Section 4 of the RFP. BridgeValley is looking for a Respondent that can begin providing services the 1st of January, 2024.

1.2. SCHEDULE OF EVENTS

10/09/2023	Release bid to public. Bid will be released to public repository's, advertised in local media, by direct mailing, and wvOASIS Legal Notices.
10/18/2023	Questions and inquiries regarding any aspect of the solicitation is due by 12 o'clock, midnight.
10/20/2023	Responses to questions and inquiries received will be issued as an Addendum.
11/14/2023 12:00 p.m. EST	BIDS DUE
11/14/2023 1:00 p.m. EST (promptly)	Bids publicly opened and read aloud.
12/04/2023	Anticipated Contract Award

1.3. Respondent Point of Contact

The Respondent, or anyone on the Respondent's behalf, is not permitted to make any contact whatsoever with any member of the Board of Governors or College personnel as it relates to the requested services, terms and conditions as set forth in this solicitation. Violation of this clause may result in a rejection of the bid. The individual(s) named as "Buyer" is the sole contact for any and all inquiries after the solicitation has been released for bid.

All requests for clarification, inquiries or questions regarding the specifications or proposal submission must be received in writing by 12 o'clock, midnight, the 18th of October, 2023 to: Angela Bradshaw, angela.bradshaw@bridgevalley.edu. Please reference **RFP BV2324-001** in the subject line of all communications.

Changes or revisions to this solicitation will be made by an official addendum issued by the College. The Respondent should acknowledge receipt of all addenda issued with this solicitation though acknowledgement on the Cover Page (Exhibit A). Failure to acknowledge addenda may result in bid disqualification.

1.4. Posting of Information

The solicitation and any subsequent issued addendums will be available by accessing the following URL: <https://www.bridgevalley.edu/purchasing-information>.

1.5. Proposal Submission

In accordance with West Virginia Code §5A-3-11, proposals must be received by the College's Office of Fiscal Affairs prior to the date and time of the due date as specified in above Section 1.2, Schedule of Events. Failure to deliver or the non-receipt of a bid by the date and time specified shall result in its rejection from the solicitation process.

Respondents to this solicitation shall submit exhibits annotated REQUIRED.

An ORIGINAL plus three copies by mail by 10:00 a.m., (EST), on the 1st of November, 2023 to:

BridgeValley Community & Technical College
Office of Fiscal Affairs
2001 Union Carbide Drive
South Charleston, WV 25303

The outside of the envelope or package(s) should be clearly marked:

Buyer: Aquino/Bradshaw
Proposal: RFP BV2324-001
Opening Date: 11/01/2023
Opening Time: 1:00 p.m. EST (Promptly)

SEALED WRITTEN BIDS WILL ONLY BE ACCEPTED. VERBAL QUOTES OR BIDS SUBMITTED VIA FAX, EMAIL OR ANY OTHER MEANS WILL NOT BE ACCEPTED, UNLESS OTHERWISE NOTED.

1.6. Rejection of Proposals

The College shall select the best value solution according to the criteria considered for contract award. However, the CPO reserves the right to accept or reject any or all proposals, in part or in whole at his/her discretion. The CPO reserves the right to withdraw this solicitation at any time and for any reason. Submission of, or receipt by the CPO confers no rights upon the Respondent nor obligates the College in any manner.

1.7. Conflict of Interest

By signing the bid, the Respondent affirms that it and its' officers, members and employees have no actual or potential conflict of interest, beyond any conflicts disclosed within the submitted bid. Respondent will not acquire any interest, direct or indirect, that would conflict or compromise in any manner or degree with the performance of its services under this contract. If any potential conflict is later discovered or if one arises, the Respondent must disclose it to the College promptly.

1.8. Independent Proposal

A bid will not be considered for award if the commission/price was not arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to such commission/prices with any other offer or with any competitor. The commission/price quoted in the Respondent's bid will not be subject to any decrease/increase and will be considered firm for the life of the contract unless specific provisions for adjustment have been provided for in the original contract.

1.9. Economy of Preparation

Bids should be prepared simply and economically, providing a straightforward, concise description of Respondent's abilities to satisfy the requirements of the solicitation. Emphasis should be placed on completeness and clarity of content.

1.10. Verbal Communications

Discussions and/or interviews may be held with a Respondent(s) under final consideration prior to selection for award; however, an award may be issued without such discussions or interviews.

1.11. Oral Statements and Commitments

Respondent must clearly understand that any verbal representations made or assumed to be made during any oral discussions held between Respondent's representatives and any College personnel **are not** binding. Only the information issued in writing and added to the solicitation specifications filed by an official written addendum are binding.

1.12. Incurring Costs

Neither the College nor any of its employees or officers shall be held liable for any expenses incurred by any Respondent responding to this solicitation for expenses to prepare, deliver the proposal, or to attend any mandatory or non-mandatory pre-bid meeting or oral presentations.

1.13. Disclosure

All documents submitted in response to this solicitation and any documents created as a result of this solicitation are considered public record. All bids, proposals or offers submitted shall become public information and will be available for inspection during normal business hours at the College. The only exception for public record is disclosure information as provided in WV Code § 29B-1-4. Primarily, only trade secrets are considered exempt from public disclosure.

1.14. Bid Opening and Evaluation Process

At the date and time specified, each bid will be opened and read aloud. Once opened, each bid will be reviewed by the CFO/CPO to make any determination, if applicable, of the Resident Respondent and/or Small, Women-Owned, or Minority-Owned Preference; such preference is an evaluation method only and applies only to the cost in accordance with West Virginia State Code.

Evaluation: Preference

Resident Respondent

Respondent Preference may only be granted upon written request and only in accordance with the West Virginia Code §5A-3-37 and the West Virginia Code of State Rules. Respondent's failure to submit the Respondent Preference Certificate form, when applicable, with its bid will result in denial of Respondent Preference. Respondent Preference does not apply to construction projects.

Small, Women-Owned, or Minority-Owned Respondent (SWM)

For any solicitation publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR §148-22-9, any non-resident Respondent certified as a small, women-owned, or minority-owned business under W. Va. CSR §148-22-9 shall be provided the same preference made available to any resident Respondent. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing by submitting Form WV-1 "Respondent Registration & Disclosure Statement and Small-, Women-, & Minority-Owned

Business Certification” with its bid, and must be properly certified under W. Va. CSR §148-22-9 prior to contract award to receive the preferences made available to resident Respondents.

Applicable preference forms can be obtained from the State of WV Purchasing website <http://www.state.wv.us/admin/purchase/forms.html>.

1.15. Contract

The CFO/CPO will perform a final review and award based upon the overall services, qualifications, Respondent preference, if applicable and cost. ***Any contract resulting in an award from this solicitation is not valid until properly approved and executed by the CFO/CPO of the College and approved as to form, if required, by the Attorney General.***

The issued contract, by order of precedence, is the Cover Page, a Schedule of Fees, the solicitation and any addendum, and the Respondent’s bid along with all required exhibits in response to the solicitation.

1.16. Term of Contract & Renewals

The contract shall be effective beginning the 1st day of January 2024 for a twelve-month period; and, may be renewed on an annual basis for no more than two (2) periods by mutual consent.

1.17. Contract Changes

Any changes to the original contract will be made via a Change Order issued by the College. No change is official until a signed Change Order is issued and received by the Respondent.

1.18. Contract Termination for Unavailability of Funds

If funds are not appropriated or allocated for the services provided under the contract, the College may terminate the contract at the end of the affected current fiscal period without charge or penalty. The College shall give the Respondent written notice of such non-appropriation or non-allocation of funds as soon as possible after the College receives notice.

1.19. Contract Termination for Failure to Perform

The College may terminate the contract resulting from this solicitation immediately at any time the Respondent fails to meet the terms of the contract.

1.20. Invoices

Invoices will be submitted in arrears. Payment against invoices prior to receipt of services and an assessment of interest or late fees for late payments is prohibited by State law. Invoices properly prepared and submitted in accordance with the terms and conditions of the contract are typically paid within a thirty (30) day timeframe.

1.21. Governing Law

The contract shall be governed by the laws of the State of West Virginia.

SECTION 2 ELIGIBILITY REQUIREMENTS

2.1. Respondent Registration [WV Code § 5A-3-12]

The West Virginia Code requires that all Respondents be registered (Exhibit E) with the WV Department of Administration, Purchasing Division, prior to receiving a purchase order for competitive products and/or services exceeding \$25,000.

Additional Respondent registration information can be obtained at:
<http://www.state.wv.us/admin/purchase/RespondentReg.html>

2.2. Debarment [WV Code §5A-3-33 through §5A-3-33F]

Respondents that have been debarred by the federal government are not eligible to offer on or receive contracts to supply goods or services to the state and its subdivision for a specified period of time.

2.3. West Virginia Secretary of State

The Respondent must comply with the requirements of the West Virginia Secretary of State, and should provide a copy of their business license with the proposal. For more information, contact the WV Secretary of State or visit <https://sos.wv.gov/Pages/default.aspx>.

2.4. Taxpayer Identification Information

The Internal Revenue Service (IRS) requires the College to request a taxpayer identification number (TIN) for tax reporting purposes. IRS Form W9 (Exhibit D) is used to obtain this information.

2.5. WV Agreement Addendum (WV-96)

The WV-96 is attached to demonstrate the State law and guidelines which must be adhered to in any contracts presented to the College for execution (Exhibit B). A copy of additional terms and conditions that a firm wishes to offer for consideration should be enclosed with the proposal. The West Virginia Attorney General's Office must accept or reject proposed modifications to the WV-96.

2.6. Purchasing Affidavit [WV State Code §5A-3-10a]

WV State Code requires all Respondents to submit an affidavit regarding any debt owed to the State. The Affidavit (Exhibit C) should be completed, signed, and returned with the Respondent's proposal.

2.7. Cover Page

The Cover Page (Exhibit A) includes the RFP Number, Addenda Received check boxes, name(s) of site visit attendee(s), the Respondent's business name, business address and telephone number, a contact name and e-mail address. It also includes a signature line and date for the individual authorized to obligate the business.

SECTION 3 Background Information

3.1. Location

The College is located at:

BridgeValley Community & Technical College
2001 Union Carbide Drive
South Charleston, WV 25303

Operating Hours: Monday – Friday, 8:00 a.m. – 5:00 p.m.

3.2. About the College

BridgeValley assists students in achieving their educational goals. BridgeValley meets the higher education, workforce development, and training needs for industries ranging from healthcare to manufacturing.

Mission Statement

BridgeValley Community and Technical College promotes student success, prepares a skilled workforce, and builds tomorrow's leaders by providing access to quality education.

Vision Statement

BridgeValley Community and Technical College will be the college of opportunity for a diverse learner population, offering leading-edge technology, innovative ideas, and dynamic service to our students and our communities.

Value Statements

Faculty, staff, and administrators share a common set of values that guides the College in fulfilling its mission. These values influence our actions, guide our decisions, mold our policies, and determine our strategic planning.

1. Excellence in Education. We are dedicated to excellence in education and will develop and retain innovative and supportive faculty and staff; maintain facilities equipped with current technology; and deliver a variety of impactful academic and occupational programs based on tolerance of diverse cultural backgrounds and appreciation of divergent points of view.
2. Foster and Promote Achievement and Accessibility. We are committed to providing the skills and resources students need to achieve their educational, career and/or personal goals, and we are committed to open access and affordability of higher education for all of our students.
3. Respect for Diversity. We are dedicated to fostering a learning community in which all individuals are valued and supported; promoting a culture of respect that honors the dignity of every individual; and allowing zero tolerance for disrespect. We believe that everyone should have the opportunity to learn and succeed in the classroom, in the workplace, and in the community.
4. Practice Accountability. We are committed to efficient and effective management of human and financial resources that will maintain public trust through professional integrity and fiscal responsibility.
5. Quality of Work and Learning Environment. As a college fostering and promoting the dignity of each person, BridgeValley strives to provide an environment that is free of harassment. We make a commitment to treat all members of our communities with mutual respect and nurture relationships within the college and community that allow us to grow our knowledge, aid personal progress, expand our reach, and strengthen our impact on those we serve. We believe that our community members are accountable for their actions and should be held to high standards.

6. Contribution to Community and Economic Development. We are committed to serving the academic, occupational, and enrichment needs of our communities; enhancing quality of life; and supporting economic development through effective business, government, community, and industry partnerships and collaborations.
7. Commitment to Supporting Our Local Communities. We strive to be a positive and transformative force in the places we call home by providing resources and programs that enable our neighbors to rejuvenate and reimagine our neighborhoods, interact with and understand our natural and built environments, and participate in and develop our local economy. Championing the arts, cultivating an entrepreneurial spirit, and collaborating with the new and existing industries, the college will be the primary convener and facilitator necessary to support a creative and enduring community.

SECTION 4 SCOPE OF SERVICES

4.1. Project

As a safeguard to the College, the College requires that all students admitted to majors/programs that include or may include, at a future date, a clinical component receive a background and/or drug screening. More specialized tests are performed for students in the College's Allied Health programs. Services should be packaged based upon academic requirements; and, for on-site drug screening.

4.2. Bid Requirements

Respondents to this solicitation shall include, where applicable to the services proposed, responses to the following:

- **COMPANY OVERVIEW**
 - Provide name and contact information.
 - Provide a brief history of the company.
 - Provide the hours of operations.
 - Provide an outline of the proposed account management team, their functional role and professional resumes.
 - Provide an overview of client-retention for the past five (5) years.
 - List all lines of business and the percentage dedicated to background and drug screening services?
 - Provide three current references of higher education clients, preferably in West Virginia.
 - Briefly defend the company's uniqueness from other competitors.
 - Provide a listing of any accreditation and/or certifications; and, use of professional development to keep up-to-date on current practices.
 - Briefly disclose steps implemented, maintained and regularly reviewed to ensure compliancy with all applicable regulations.
 - Disclose, if applicable, any instances where the company may have been party to a lawsuit related to background check noncompliance or alleged negligence. If applicable, please state the name of the case, the court where the case was filed, and the outcome of the case (settlement, liability, judgment, etc.)
 - Describe problem identification handling and resolution.
 - Provide an overview related to data security, FERPA, HIPAA, data breaches, etc.
 - Describe the tools used to provide answers to common questions about background screening.
 - Provide the turnaround time for background and drug screening results. Are the results available online to authorized College personnel through granted access to the respective databases? If not, disclose whether the results can be received within a minimum of five (5) business days.

- **BACKGROUND SERVICES**
 - Describe the background check workflow process. Is the solution web-based? Is it automated?
 - Which databases, registries, and exclusion lists are included in the searches conducted?
 - Describe each service provided by the company and how the information is obtained (including the frequency of downloading information from sources / frequency) in as much detail as possible.

- How many attempts are made to retrieve information?
 - What is the average time to complete criminal background checks?
 - What percentage of background checks do you complete on a first attempt?
 - Are county searches conducted physically at the county courthouse or through an electronic database?
 - Please disclose whether fingerprinting is included in the background screening process or whether such services can be provided to the College a la carte.
 - Do you work with a third-party provider to deliver background services? If so, how is the quality of work done by the provider?
- DRUG SCREENING
 - List the major steps in processing a drug test result.
 - Provide responses to the following in regards to collection personnel and relevant training:
 - * Preparation and securing on-site collection area – a technician should be present to monitor sample collection.
 - * Completing and submitting a Chain of Custody form – is it manual or web-based;
 - * Collection kits and shipping materials;
 - * Preliminary steps in collections;
 - * Checking specimens;
 - * Collection role (directly observed, monitored and split specimen);
 - * Participant refusal and/or inability to provide specimen; and,
 - * Knowledge base for collector errors in tests, their effects and means of correction.
 - Provide a listing of all available screenings; can screenings be bundled based upon departmental standard need? i.e. Nursing.
 - Provide the timeframe for delivery of on-site test results whether negative or positive.
 - Will supplies be provided as part of cost or with the College be responsible for providing supplies?
 - How do you facilitate random and scheduled screenings?

4.3. Special Terms and Conditions

4.3.1. Insurance Requirements

The Respondent, as an independent Respondent, shall be solely liable for the acts and omissions of its employees and agents. The successful Respondent 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 the Respondent, its agents and employees. Insurance policy **must** remain in effect for the term of the contract.

BridgeValley Community and Technical College shall be named as an additional insured on all policies. A Statement of Insurability at the following levels:

- | | |
|--|---|
| a) Worker's Compensation | Statutory Limit |
| b) Employer's Liability | \$ 1,000,000 |
| c) Comprehensive, General Liability, Bodily Injury and Property Damage | \$ 2,000,000 <small>each occurrence</small> |

Contractual liability coverage including the indemnification provisions of these conditions must be fully insured under this policy for the liability limits set forth above.

- d) Fire insurance and extended coverage, actual cash value with reasonable deductible.

Cyber and privacy liability coverage shall be maintained with limits of not less than \$1,000,000 to address liability for a data breach which may result in the compromise of personal data pertaining to college employees, students, administrators, staff, visitors and guests. The Policy shall cover a variety of expenses associated with data breaches, including, but not limited to: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft.

The College reserves the rights to modify, delete, alter, or change these requirements.

The College shall not be liable for the loss or damage to any of the Respondent's goods, merchandise, furniture, or any other property. The Respondent shall be responsible for any and all damages to the premises resulting from the negligent or willful acts of the Respondent's agents or employees.

4.3.2. Subcontracts/Joint Ventures

The Respondent is solely responsible for all work performed under the contract and shall assume prime Respondent responsibility for all services offered and products to be delivered under the terms of this contract. The College will consider the Respondent to be the sole point of contact with regard to all contractual matters. The Respondent may, with the prior written consent of the College, enter into written subcontracts for performance of work under this contract; however, the Respondent is totally responsible for payment of the sub Respondent.

4.3.3. Record Retention

Respondent shall comply with applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Respondent. The Respondent shall maintain such records a minimum of five (5) years and make such records to the College personnel at Respondent's location during normal business hours upon written request by the College within ten (10) days after receipt of the request.

SECTION 5 RESPONDENT RESPONSES AND EVALUATION CRITERIA

5.1. Cover Page

As provided in Section 2 of this RFP as an eligibility requirement, the Cover Page includes the solicitation number, addenda acknowledgement(s), name(s) of site visit attendee(s) – if applicable, the Respondent's business name, business address and telephone number, a contact name and e-mail address. It also includes a signature line and date for the individual authorized to obligate the business.

5.2. Table of Contents

Clearly identify the material by sections and page number(s).

5.3. Letter of Transmittal

Limit to one or two pages.

- Briefly state the Respondent's understanding of the scope of services to be provided and the commitment to provide sought services effectively and efficiently.
- Provide a list of team member names that will be authorized to make representations for the Respondent, their respective titles and contact information.

5.4. Experience and Qualifications

- Disclosure of all items as set forth in Section 4.2 "BID REQUIREMENTS" by sub-category: "Company Overview", "Background Services", "Drug Screening"
- Respondent must be able to provide information on services similar in nature and scope as provided in Section 4, Scope of Services for any educational institution (preferably in West Virginia).
- References must include the name, title, street address, city, state, zip code, telephone number and email address.

5.5. Pricing

Pricing information is to be provided in a separate sealed envelope and labeled as "Fee Schedule". The proposal must identify and detail any and all pricing structures, cost or fees. Pricing is to be fully inclusive of all services and expenses (including travel to on-site collection areas). Respondents need to provide cost estimates for bundled and a la carte pricing.

5.3. Evaluation Process

Proposals will be evaluated and scored by a committee of College stakeholders and the CFO/CPO. Evaluations will be scored on overall services, qualifications, and costs/commission with a maximum scoring of 100 points total. The recommendation of the successful Respondent will be made to the President by a consensus of the Evaluation Committee and the CFO/CPO. The criteria and the assigned weight factors are provided in Part 5, Section 5.4 and Section 5.5 of this solicitation.

5.4. Evaluation Criteria

The following are the factor and point values:

Company Overview	25 Points Possible
Experience and Qualifications	35 Points Possible
Price	<u>40 Points Possible</u>
Total	100 Points Possible

Each cost/commission proposal will be evaluated by use of the following formula:

$$\frac{\text{Lowest Cost Proposal}}{\text{Price of Proposal being Evaluated}} \times 40 = \text{Price Score}$$

5.5. Minimum Acceptable Score

Respondents must score a minimum of 80% (48 points) of the total technical (Company Overview, Experience and Qualifications) points possible in order to be eligible for further consideration and to continue in the evaluation process. All Respondents not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.

The College may select the successful Respondent's proposal based on best value purchasing which is not necessarily the lowest price submitted by a Respondent. Cost/Commission is considered, but is not the sole determining factor for award; discussions or interviews may be held to promote understanding of the College's requirements and the offerors' proposals, and to facilitate arriving at a contract that will be most advantageous to the College. The College does reserve the right to accept or reject any or all of these proposals, in whole or in part, if to do so is in the best interests of the College.

Respondent's failure to provide complete and accurate information may be considered grounds for disqualification. The College reserves the right to ask Respondents for additional information to clarify their proposals. Nothing may be added to alter the written solution or method contained in the original proposal after bid opening. Presentations may be requested, at the discretion of the Evaluation Committee.

SECTION 6 ADDITIONAL INFORMATION

- 6.1. By submitting a proposal in response to this RFP, the Respondent shall be deemed to have accepted all the terms, conditions, and requirements set forth herein unless otherwise clearly noted and explained in writing. Any exception(s) or additional terms and conditions a Respondent wishes to offer for consideration must be clearly itemized and explained. Otherwise, the RFP in total shall be incorporated into the contract by reference. The College may accept or reject the Respondent's proposed exceptions as it deems appropriate and in the best interests of the College.

ADDENDUM #1

ISSUED: October 20, 2023

PURPOSE: To provide response to submitted vendor questions for content clarification and/or additional information to understand scope of service as well as providing an updated timeline of events.

Q. On the RFP COVERPAGE, there is a section titled MANDATORY SITE VISIT VERIFICATION, however, I do not see anything in the RFP that mentions a Mandatory Site Visit. Please explain what needs to go into this area of the COVERPAGE.

A. The "COVERPAGE" as presented is a broad template for any solicitation issued by BridgeValley Community and Technical College which may require a "MANDATORY SITE VISIT". Please leave this section blank or mark as "N/A" as it is not applicable to this solicitation.

Q. On Page 3 under section 1.5 of the RFP, it states – "Respondents to this solicitation shall submit exhibits annotated REQUIRED. An ORIGINAL plus three copies by mail by 10:00 a.m., (EST) on the 1st of November, 2023." Can this be submitted by hand? And if so, is there a specific person to whom we should deliver this?

A. Yes, the proposals may be hand-delivered to the Office of Financial Affairs located on the 3rd Floor of the College's South Charleston campus building. The address is provided in the content of Section 1.5 of the RFP. However, the timeline for submission and anticipated award has been extended due to unforeseen circumstance. Provided below is the updated "Schedule of Events".

10/09/2023 Release bid to public. Bid will be released to public repository's, advertised in local media, by direct mailing, and wvOASIS Legal Notices.

10/18/2023 Questions and inquiries regarding any aspect of the solicitation is due by 12 o'clock, midnight.

10/20/2023 Responses to questions and inquiries received will be issued as an Addendum.

11/14/2023
12:00 p.m. EST **BIDS DUE**

11/14/2023
1:00 p.m. EST (promptly) Bids publicly opened and read aloud.

12/04/2023 Anticipated Contract Award



REQUEST FOR QUOTATION
BV2324-001
BACKGROUND AND DRUG SCREENING SERVICES

- Q. Could you please confirm your approximate volume of students that will require those screenings per month/year?
- A. Based upon the prior year spend and a calculated average for a combined drug/background screening, the College requested an approximate 843 drug/background screenings.



REQUEST FOR QUOTATION
BV2324-001
BACKGROUND AND DRUG SCREENING SERVICES

ADDENDUM #2

ISSUED: October 30, 2023

PURPOSE: The RFP Content Page listed an Exhibit E and Exhibit F. Exhibit E is applicable and attached. Exhibit F, for this solicitation, is not applicable and omitted. Additionally, the URL provided in the RFP under Section 2.2 has been updated. The updated URL is <https://www.state.wv.us/admin/purchase/vendorreg.html>.