

INSTRUCTIONS

1. Orders. Unless otherwise instructed by the Division of Purchases and Supply, all departments, institutions and agencies of the Commonwealth of Virginia will order items through eVA.
2. Purchase orders will be submitted to the Contractor via the Commonwealth of Virginia's electronic procurement system, also known as eVA. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in eVA executed by the contractor.
3. If this contract is authorized for use by localities, Virginia cities, counties, towns and political subdivisions, orders will be placed through eVA to the maximum extent possible.
4. The applicable contract number and item number (for itemized contracts) must be shown on each purchase order and copy, each facsimile transmission or given verbally when telephonic orders are placed.
5. Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency, Virginia city, county, town or political subdivision.
6. Complaints. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply for handling with the contractor. Preprinted forms (DGS-41-024), by which to facilitate the notification of the contractor and this office of complaints, are available from the Division of Purchases and Supply (804-225-4045).
7. Renewals. This contract may be renewed by the Commonwealth upon written agreement of both parties for three successive two-year periods. The decision as to whether to exercise the renewal option will be made by the contract officer approximately 90 days in advance of the expiration date of the current term.
8. Price Adjustments. During the current term of the contract, price escalation may be allowed every 365 days, if justified. The contract officer makes the decision to allow or deny a request for increase based upon the documentation submitted by the contractor. The contractor is required to pass on any price reductions immediately. **IMPORTANT!** All price increases must be approved by the contract officer. Contract users will be sent a Notice of Contract Change from this office as official notification of such changes, if approved.
9. Delivery Point: Except when otherwise specified herein, all items shall be F.O.B. Delivered to any point within the Commonwealth of Virginia as directed by ordering department, institution or agency of the Commonwealth or Public bodies of the Commonwealth as defined in Section 11-37 of the Virginia Public Procurement Act.

VENDORS NAME/ ADDRESS / CONTACT INFORMATION

Company

Alere Toxicology Services, Inc.
450 Southlake Boulevard
Richmond, VA 23236
Contact Person: Mr. Leo Barbisan

Phone & Fax

(800) 433-3823
(504) 361-8235 fax
e-mail; leo.barbisan@alere.com

ADDITIONAL TERMS AND CONDITIONS:

Availability of Funds: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

Cancellation of Contract: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

Price Escalation/De-escalation: Price adjustments may be permitted only for changes in the Contractor's cost of materials. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth. Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The Contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the Contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the Contractor by the Contractor's suppliers. The purchasing office will notify the using agencies and Contractor in writing of the effective date of any increase which it approves. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

ADDITIONAL USERS: This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The Contractor shall not honor an order citing the resulting contract until the Contractor has notified the DPS Contract Officer of a new user on the contract. The Contractor shall provide the specific agency added, the contact person at the agency, and the effective date.

This contract is currently being used by the following agencies/public bodies: Virginia Dept. of Behavioral Health and Development Services; Virginia Capitol Police; Virginia Department of State Police; Virginia Dept. of Corrections; Virginia Dept. Correctional Education; Virginia Dept. of Transportation; Virginia Dept. of Correctional Enterprises; Virginia Dept. of Juvenile Justice; Virginia Dept. of Aviation; Virginia Dept. of Forestry; Virginia Dept. of Forensic Science; Virginia Dept. of General Services; Virginia Veterans Care Center; Virginia Sitter Barefoot Veterans Care Center; Town of Blackstone; Brunswick County Schools; Town of Crewe; County of Greenville; Greenville Public Schools; Town of Lawrenceville; Nottoway County Public Schools; Richmond Public Schools; Frederick County Public Schools; District 19 Community Service Board; and Loudoun Water. Notification to the DPS Contractor Officer for these entities is not necessary.

ADDITIONAL CONTRACT INFORMATION:

Alere will assign an Account Manager and a back-up Account Manager with whom agencies will work. The primary Account Manager will notify the Commonwealth as instances occur when they will be out of the office so all are aware to contact the back-up person.

Alere will provide a toll-free phone number for after-hours situations and callers will reach someone immediately. The matter will be resolved in expedited time-frame, not to exceed one hour.

Alere has sufficient after-hours facilities on contract to comply with the requirements of the contract and to satisfy all users of the contract.

QED and Alco Screen .02 test kits may be "broken" upon request so that they can be shipped, when required, in multiples of 10 instead of full boxes. All no charge items may be ordered and be shipped on an each basis.

Credit will be issued for damaged or broken items if reported upon receipt.

Alere will accommodate unique agencies, such as Virginia Department of Corrections, by gearing services to meet their needs.

Alere will provide the Commonwealth, at no charge, training on the use of its reporting system via WebEx. Alere will provide login and passwords for the online reporting system to enable secure information collection and review for designated personnel at different levels of access.

Shipments will be made, via UPS Ground from the Portsmouth, VA distribution center thus for most locations, that would provide next-day delivery. All QED's and Alco Screen .02 will be billed shipping but no charge items will be shipped free of charge. Those items include but not limited to Chain of Custody Forms, DOT and non-DOT urine collection kits and Oral Fluid devices.

Accidental billing of employee rather than testing agency should not happen. If so that will be corrected immediately.

Items will be billed when shipped.

No credits will be issued for expired items.

Alere's reporting response time for tests: Negative results of urine and oral fluid screening within 24 hours from the time the specimen is received. Results of those that require confirmation analysis within 48 to 72 hours.

Alere accepts all major credit cards for purchase of products like the QED, other alcohol swabs, Intercept oral fluid collection devices and other billable supplies. Alere does NOT accept payment by credit card for lab analysis.

CONTRACT #95207-12 PRICING SCHEDULE:

Quote per item cost for each service/test offered under in this proposal including the following. Refer to Section III (Statement of Needs) for complete description.

	Service/Test		Type or Site	Cost
1.	Urine DOT/Non-DOT Drug Screening. <i>Est. Previous usage information: DOT 873tests Non-DOT—4,615 tests</i>	1.1	Bundle pricing for a 5 panel urine drug screening with GCMS confirmation by a SAMSHA Certified Laboratory, including the Contractor’s administration/MRO fee collected at the Contractor’s own clinic site or collected at a physician/hospital network-approved site.	\$34.00
		1.2	Separate per item fees for the test specified in 1.1 to include: <ul style="list-style-type: none"> • Lab fee – • Collection fee – • MRO fee (Positives Only) – • Contractor’s administrative fee - 	\$11.00 \$20.00 \$15.00 Incl.
		1.3	Bundle pricing for the test specified in 1.1 without the collection fee.	\$15.50
		1.4	Optional cost for testing oxycontin.	\$3.00
		1.5	Split testing fee for positive test per employee request.	\$12.00
		1.6	Emergency test set up fee.	\$5.00
		1.7	After hours testing fee.	\$190.50
		1.8	Out of network fee.	Incl.
		1.9	Collection on-site for several employees. State minimum number for group rate: 5	\$175.00 ea.
		2.	Oral fluid testing for Non-DOT drug screening. <i>Est. DOT-3,485 tests Non-DOT-3001 tests</i>	2.1
2.2	Separate per item fees for the test specified in 1.1 to include: <ul style="list-style-type: none"> • Lab fee – • Collection fee – • MRO fee (Positives Only) – • Contractor’s administrative fee - 			\$19.00 (5-6) \$22.00 (9) N/A \$15.00 Incl.
	QED or AlcoScreen02 alcohol testing kits.	3.1	Kit cost with contractor’s administration fee to be collected by Participating Agency’s staff.	QED \$4.75 I-5SA \$2.25

	Service/Test		Type or Site	Cost
	<i>No previous usage information available.</i>	3.2	Separate item fees for the various components of item 3.1. Please list components and prices:	All Incl.
4.	Breath Alcohol Testing. Est. Previous usage information: DOT –304 tests Non-DOT – 195 tests	4.1	Bundled price for EBT alcohol testing including confirmation, MRO service, contractor’s administration fee, and collection at the Contractor’s own clinic site.	\$35.00
		4.2	Bundled price for a DOT certified EBT alcohol testing including confirmation, collection at a physician/hospital on the provider list site, contractor’s administration fee, and MRO service.	\$35.00
		4.3	Separate item fees for the various components of item 4.1. Please list components and prices:	\$32.00 EBT \$3.00 MRO Incl. Admin. Fee
		4.4	Collection on-site for several employees including confirmation, MRO service, and the Contractor’s administration fee. State minimum number for group rate: <u> 5 </u>	\$190.50
5.	Random Testing.	5.1	Initial set-up fee.	Incl.
		5.2	Random selections pull.	Incl.
6.	Training.	6.1	Supervisor training course including manuals and certificates (to meet the DOT two-hour instruction requirement) at the Contractor’s location.	No Charge
		6.2	Supervisor training course including manuals and certificates (to meet the DOT two-hour instruction requirement) at the Participating Agency’s site.	No Charge
		6.3	Employee training course (30-45 minutes) on drug and alcohol abuse awareness and regulation.	\$125.00
		6.4	Collectors training course including manuals with certificates for oral fluid collections.	No Charge
7.	Expert Testimony of the MRO	7.1	By Deposition of witness.	\$65.00/hr.
		7.2	By Telecommunication with MRO	\$65.00/hr.

	Service/Test		Type or Site	Cost
		7.3	By Direct Testimony, in person	\$165.00/hr.
8.	Provide or arrange to provide Collector/Test/Laboratory Testimony.	8.1	By Deposition of witness.	\$65.00/hr.
		8.2	By Telecommunication with witness.	\$65.00/hr.
		8.3	By Direct Testimony, in person.	\$165.00/hr.
		8.4	By obtaining Laboratory "Litigation Package" or Expert Toxicology testimony when requested by the Participating Agency.	\$100.00
9.	Policy Review	9.1	Initial review of the drug and alcohol testing policy of any ordering agency.	Incl.
10.	Opiates-Tests for 9-panel OP14, Oxy/HYDO, MDMA	9.2	Supplies include Chain of Custody forms, air bill and lap pack for shipping	\$16.50
In addition to the above costs, please quote any additional charges for after-hours collections.				See Items 1.7 and 4.4