



COMMONWEALTH OF VIRGINIA

County of Henrico

RFP No. 22-2269-1KMW

DEPARTMENT OF FINANCE
Oscar Knott, CPP, CPPO, VCO
Purchasing Director

January 12, 2022
Request for Proposal ("RFP")
Alcohol & Drug Testing Services

Your firm is invited to submit a proposal to provide Alcohol & Drug Testing Services in accordance with the enclosed Specifications and General Terms and Conditions. Pursuant to Section 2.2-4304 of the Code of Virginia, this procurement is a cooperative procurement being conducted on behalf of Henrico County and other public bodies.

Your firm's proposal submittal, **consisting of one (1) complete electronic copy and one (1) redacted electronic copy (if applicable) in a "pdf" format**, will be received no later than **February 9, 2022 at 2:00 p.m.** by submission through the Commonwealth of Virginia's electronic procurement platform [eVA](#).

Time is of the essence, and any offeror that attempts to submit a proposal after the appointed hour for submission, will be unable to, because eVA automatically closes the solicitation at the appointed time. The time of receipt shall be determined by the time clock in eVA. Offerors are responsible for ensuring that their proposals are submitted in eVA by the deadline indicated.

Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. On the contrary, all responsible offerors are encouraged to submit proposals. The County of Henrico reserves the right to accept or reject any or all proposals submitted.

Pursuant to Henrico County Code Section 16-43, the award will be made by the Purchasing Director.

This RFP and any addenda are available on the County of Henrico website at: <http://henrico.us/finance/divisions/purchasing>, and on eVA at <https://eva.virginia.gov/>.

Should you have any questions concerning this RFP, please contact Kennedy Williams at wil203@henrico.us by no later than **12:00 p.m. on January 21, 2022**.

Very truly yours,
Oscar Knott, CPP, CPPO, VCO
Purchasing Director

Kennedy Williams, VCA, VCO
Procurement Analyst III

I. INTRODUCTION

A. Purpose

The intent and purpose of this Request for Proposal (RFP), and the resulting contract, is to obtain services from a qualified firm to provide alcohol and drug testing services for participants involved in adult probation, treatment courts, and other similar programs in accordance with the Scope of Services section of the solicitation. The purpose of the alcohol and drug testing is to enhance supervision and help clients abstain from substance use. The alcohol and drug testing services must adhere to evidenced-based practices proven to help clients develop coping and refusal skills to avoiding new substance use events.

B. Background

The Henrico Community Corrections Program serves Henrico County by providing community-based supervision and related services in adult criminal cases as ordered by the court. Local Probation officers supervise offenders who are referred at the time of their trial or sentencing. Pretrial Officers provide bond investigations for the Court and provide structured supervision for eligible defendants awaiting trial. On average, Henrico Community Corrections actively supervises approximately 2800 clients annually. The program has been in existence since 1983.

Henrico County Drug Court called its first docket in January 2003. The population served by the program is the adult offender that has been returned to court of a Probation Violation Show Cause hearing due to their substance abuse addiction issues. These offenders are facing jail and/or penitentiary time because of their violation and the Drug Court program is offered as a sentencing alternative. The high risk/high need population of the Henrico Drug Court not only has barriers relating to their substance abuse addiction and felony record, but most also have a history of trauma, they have limited work experience and life skills as many have served lengthy sentences with the Virginia Department of Corrections. The population size of the program fluctuates, but on average 1000 specimens are collected each month from the Drug Court and Community Corrections participants combined.

The following is an estimated breakdown of the standard panels that are run yearly:

- Alcohol - 8,684
- Amphetamines – 10,320
- Benzodiazepines – 10,329
- Cocaine – 10,358
- Opiates – 10,358

The following amount was spent on this contract over the last three fiscal years:

- 2018-2019: \$77,226
- 2019- 2020: \$102,803
- 2020-2021: \$96,926

II. SCOPE OF SERVICES

The Successful Offeror shall provide all labor, supervision, materials, and equipment to provide the following:

A. Information Management System (IMS):

1. The Successful Offeror shall provide the County with access to a secure, web-based IMS, that at a minimum allows the County to:
 - a. Enroll clients in the alcohol and drug testing program;
 - b. Enter custom test panels specific to each donor;
 - c. Order unscheduled tests for an individual donor;
 - d. Enter excused test periods for an individual donor;
 - e. Inactivate or activate donors;
 - f. Track and review donor test history;
 - g. Enter specific donor co-pay amounts;
 - h. Designate vouchers for specific donors; and
 - i. Track applicable donor payments.
2. The IMS shall include a dashboard view specific to each case manager that:
 - a. Provides the supervising case manager quick access to each donor;
 - b. Provides a consolidated summary of all activity related to each donor;
 - c. Illustrates if a donor is scheduled to test;
 - d. Shows if a donor has called the donor notification system or not; and
 - e. Provides a summary of recent positives, no shows, and other non-negative test results.
3. The IMS shall generate a legally defensible electronic chain of custody that fully integrates donor demographic data (name, gender, age, case manager, etc.) and tracks the specimen during all phases of the testing process.
4. The IMS shall provide the County with program analytics that aid the County in data analysis and report generating functions. Reports shall be sortable by supervising officer and at a minimum shall include:
 - a. Detailed and summary results;
 - b. Individual test reports;
 - c. Donor test history;
 - d. Overview of all testing activities; and
 - e. Detailed views of historic and future testing calendars, among others.

B. Automated Random Selection Calendar:

1. The Successful Offeror shall provide, support, and maintain a secure, HIPPA compliant automated random selection testing calendar that is configurable to County specified parameters and provides the ability to:
 - a. Create a unique default parameter that specify testing frequency and test panels, among other attributes;
 - b. Schedule donors on an individual or group basis;
 - c. Conduct testing services on any day of the year, including weekends and holidays;
 - d. View past and future testing events via the IMS; and
 - e. Manually order a one-time or unscheduled test for individual donors via the IMS.

C. Client Notifications:

1. The Successful Offeror shall provide, support, and maintain a donor notification system that notifies donors of the need to test. The donor notification system must:
 - a. Create a unique personal identification number (PIN) for each donor;
 - b. Record time, date, and phone number of when donors call;
 - c. At a minimum provide English and Spanish language options;
 - d. Calculate a call-in compliance score for each donor;
 - e. Report if a donor fails to contact the notification system;
 - f. Allow the supervising case manager to post custom text-to-speech messages for an individual donor or group of donors;
 - g. Provide capacity adequate to efficiently handle the number of calls received during peak call-in times; and
 - h. When the functionality is available, allow donors to select a text message option over a call-in option.

D. Specimen Collections:

The Successful Offeror shall:

1. Conduct same gender, directly observed urine collections, and provide oral fluid, hair, and blood specimen collection options, at the option of the County;
2. Develop a mutually acceptable time period with the County to implement specimen collection services;
3. Provide, maintain, and operate a Patience Service Center (PSC) for specimen collections, which will be located within County provided space;
4. Operate the PSC during mutually agreed upon hours on weekday testing days, weekend, and holiday testing days, and during regularly posted business hours on non-testing weekdays. The PSC will be closed on weekends and holidays if random testing is not scheduled. Currently, testing is done Monday through Friday from 4:30 p.m.to 7:00 p.m. If testing is done on the weekends, it will be from 9:00 a.m. to 11:00 a.m;

5. Staff the office with personnel that are vetted via a criminal background check and drug test, trained how to collect various specimens, and provided instruction regarding the confidentiality of alcohol and drug testing information;
6. Provide an incident report if a donor attempts to use a device, adulterate a sample, or substitute a sample;
7. Conduct brief orientation sessions when each new donor reports for an initial test and on an as needed basis. The orientation sessions will provide donors with the necessary information regarding the alcohol and drug testing process. For select donors, the orientation may include the explanation and execution of a County-approved Alcohol & Drug Testing agreement and the explanation and distribution of a list of acceptable over the counter medications for common symptoms;
8. Conduct a breath alcohol test on all donors (or as ordered);
9. Check samples for a valid temperature range; and
10. If applicable, collect donor payments prior to specimen collection. Participants may use acceptable forms of payment approved by the Successful Offeror.
11. Conduct specimen validity testing via creatinine testing on all samples and specific gravity, PH, oxidants when needed.

E. Supplies and Transportation:

The Successful Offeror shall provide all necessary sample collection and transportation supplies and courier pick-up within 24 hours of notification for specimens collected by the County.

F. Laboratory Testing:

The Successful Offeror shall:

1. Operate a laboratory that is certified by the Department of Health and Human Services (DHHS), Clinical Laboratory Improvements Act (CLIA) and the College of American Pathologists – Forensic Drug Testing (CAP-FDT);
2. Conduct a laboratory immunoassay screen on all samples (instant test devices are not permitted);
3. Run all positive immunoassay screens a second time with a new aliquot of the specimen prior to reporting the positive specimen;
4. Report the screen results by the completion of the next business day following specimen collection (e.g., screen results for samples collected and shipped on Monday shall be reported on Tuesday.) Rapid results are essential in Drug Court Programs; therefore, results should be reported as quickly as possible;
5. Conduct confirmation via GC/MS or LC-MS/MS as requested by the County;
6. Retain non-negative specimens for five (5) business days;
7. Store positive samples in secure, temperature appropriate storage facility for thirty (30) days; and
8. Test assays at the cut-off levels listed in Table 1 below.

Table 1

Assay	Specimen	Screen Cut-off	Confirmation Cut-off
Amphetamines <i>Methamphetamines, Ecstasy, & MDMA</i>	Urine	300 ng/mL	250 ng/mL
Cannabinoids	Urine	20 ng/mL	10 ng/mL
Cocaine	Urine	300 ng/mL	50 ng/mL
Opiates <i>Codeine, Morphine, 6-MAM, Oxycodone, Hydrocodone, Hydromorphone</i>	Urine	300 ng/mL	100 ng/mL
PCP	Urine	25 ng/mL	25 ng/mL
Barbiturates	Urine	200 ng/mL	100 ng/mL
Benzodiazepines	Urine	200 ng/mL	100 ng/mL
Meperidine	Urine	200 ng/mL	100 ng/ml
Methadone	Urine	300 ng/mL	50 ng/mL
Methamphetamines	Urine	500 ng/mL	250 ng/mL
Ecstasy	Urine	500 ng/mL	100 ng/mL
Propoxyphene	Urine	300 ng/mL	50 ng/mL
EtG	Urine	500 ng/mL	300 ng/mL
ETS	Urine	N/A	100 ng/ml
Buprenorphine	Urine	5 ng/mL	50 ng/mL
Carisoprodol (SOMA)	Urine	100 ng/mL	200 ng/mL
Fentanyl	Urine	2 ng/mL	1 ng/mL
Heroin (6MAM)	Urine	10 ng/mL	10 ng/mL
Ketamine	Urine	100 ng/mL	100 ng/mL
LSD	Urine	0.5 ng/mL	200 pg.mL
Oxycodone	Urine	100 ng/mL	100 ng/mL
Tramadol	Urine	200 ng/mL	100 ng/mL
Zolpidem	Urine	20 ng/mL	10 ng/mL
Amphetamines <i>Methamphetamines & Ecstasy</i>	Hair	500 pg/mg	500 pg/mg

Cocaine	Hair	500 pg/mg	500 pg/mg
Opiates <i>Codeine, Morphine, 6-MAM, Oxycodone, Hydrocodone, Hydromorphone</i>	Hair	200 pg/mg	200 pg/mg
PCP	Hair	300pg/mg	300pg/mg
Cannabinoids	Hair	1pg/mg	0.1pg/mg
Amphetamines	Oral Fluid	50 ng/mL	20 ng/mL
Benzodiazepines	Oral Fluid	20 ng/mL	1 ng/mL
Buprenorphine	Oral Fluid	5 ng/mL	1 ng/mL
Cocaine	Oral Fluid	20 ng/mL	2 ng/mL
Cannabinoids	Oral Fluid	8 ng/mL	2 ng/mL
Opiates	Oral Fluid	40 ng/mL	1 ng/mL
Oxycodone	Oral Fluid	40 ng/mL	1 ng/mL
Methadone	Oral Fluid	50 ng/mL	5 ng/mL
Methamphetamines	Oral Fluid	50 ng/mL	20 ng/mL
PCP	Oral Fluid	10 ng/mL	1 ng/mL
Breath Alcohol Test	Breath	0.00	0.00

pg/mg = picogram per milligram of hair
ng/mL = nanogram per milliliter of urine

G. Results Reporting:

The Successful Offeror shall:

1. Report all test results and related information via the IMS;
2. Report test results for urine and oral fluid on the next business day;
3. Test results for hair and bloods specimens shall be reported within five business days;
4. Segment results and test data by supervising case manager;
5. Conduct data analysis on specimen results to discern new use from residual use;
6. Assist with results interpretation; and
7. Provide consultation and results interpretation in-person and/or via teleconference on an as needed basis.

H. Primary Contact:

The Successful Offeror will designate a primary contact, such contact may be changed from time to time as communicated by the Successful Offeror.

I. Expert Testimony:

The Successful Offeror shall provide legal affidavits and/or expert testimony upon request. The County will work with Successful Offeror to provide as much advance notice as possible for expert testimony needs.

J. Newsletter:

The Successful Offeror shall provide a free electronic newsletter, published monthly that covers topics in the criminal justice and public safety markets, including topics on emerging trends in the manufacturing and abuse of designer drugs and research and reporting on issues related to substance abuse.

K. Training and Orientation Sessions:

The Successful Offeror will conduct training and orientation sessions for judges, attorneys, and court staff with respect to alcohol and drug testing process. The Successful Offeror will work with the County to mutually schedule the training and orientation sessions.

L. Monthly Account Summary:

The Successful Offeror will track testing fees and donor co-pays to provide a monthly account summary and invoice within ten (10) calendar days following the end of the month.

M. Invoices:

Invoices for services shall be submitted to County of Henrico, Community Corrections Program P.O. Box 90775, Henrico VA 23273. For the Drug Treatment Court program participants, invoices should be sent to the attention of Sarah Perkins-Smith, Administrator, or designee and for the Community Corrections Program participants, invoices should be sent to Shelby P. Johnson, Director of Henrico Community Corrections, or designee. Invoices can also be emailed to Brian Whaley, Account Clerk, at wha35@henrico.us.

III. COUNTY RESPONSIBILITIES

The County will designate an individual to act as the County’s representative with respect to the work to be performed under this contract. Such individual shall have the authority to transmit instructions, receive information, and interpret and define the County’s policies and decisions with respect to the contract.

IV. ANTICIPATED PROCUREMENT SCHEDULE

The following represents the timeline of the process currently anticipated by the County:

Request for Proposal Distributed	January 12, 2022
Questions Due	January 21, 2022 at 12:00 p.m.
Receive Written Proposals	February 9, 2022 at 2:00 p.m.
Conduct Oral Interviews with Offerors	March, 2022
Negotiations Completed	April, 2022
Award Contract	May 1, 2022

V. GENERAL CONTRACT TERMS AND CONDITIONS

A. Annual Appropriations

The contract resulting from this procurement (“Contract”) shall be subject to annual appropriations by the Henrico County Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The Successful Offeror (“Successful Offeror” or “Contractor”) shall not be entitled to seek redress from the County, or its elected officials, officers, agents, employees, or volunteers should the Board of Supervisors fail to make annual appropriations for the Contract.

B. Award of the Contract

1. The County reserves the right to reject any or all proposals and to waive any informalities.
2. The Successful Offeror must, within fifteen (15) calendar days after Contract documents are presented for signature, execute, and deliver to the Purchasing office the Contract documents and any other forms or bonds required by the RFP.
3. The Contract resulting from this RFP is not assignable
4. Notice of award or intent to award may also appear on the Purchasing Office website: <http://henrico.us/finance/divisions/purchasing/>.

C. Collusion

By submitting a proposal in response to this Request for Proposal, each Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. § 1 et seq.) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

D. Compensation

The Successful Offeror must submit a complete itemized invoice for services that are performed under the Contract. The County shall pay the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

E. Controlling Law and Venue

The Contract will be made, entered into, and shall be performed in the County and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflicts of law principles. Any dispute arising out of the Contract, its interpretations, or its performance shall be litigated only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

F. Default

1. If the Successful Offeror is wholly responsible for a failure to perform the Contract (including, but not limited to, failure deliver services, failure to complete implementation, or if the services fail to perform as specified herein), the County may consider the Successful Offeror to be in default. In the event of default, the County will provide the Successful Offeror with written notice of default, and the Successful Offeror shall provide a plan to correct the default within 20 calendar days of the County's notice of default.
2. If the Successful Offeror fails to cure the default within 20 days, the County, among other actions, may complete the Contract work through a third party, and the Successful Offeror shall be responsible for any amount in excess of the Contract price incurred by the County in completing the work to a capability equal to that specified in the Contract.

G. Drug-Free Workplace to be Maintained by the Contractor (VA. Code §2.2-4312)

1. During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
2. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

H. Employment Discrimination by Contractor Prohibited

1. Contractor certifies to the County of Henrico, Virginia that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the

accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E). During the performance of this Contract, the Contractor agrees as follows (Va. Code § 2.2-4311):

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c) Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor will include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

I. Employment of Unauthorized Aliens Prohibited

As required by Virginia Code §2.2-4311.1, the Contractor does not, and shall not during the performance of this agreement, in the County of Henrico, Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

J. Ethics in Public Contracting

Contractor certifies that its proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with its proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

K. Antitrust

By entering into a contract, the Successful Offeror conveys, sells, assigns, and transfers to the County of Henrico, Virginia all rights, title, and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services purchased or acquired by the County under the contract.

L. Testing and Inspection

The County reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications.

M. Assignment of Contract

A contract shall not be assignable by the Successful Offeror in whole or in part without the written consent of the County

N. Indemnification

The Successful Offeror agrees to indemnify, defend and hold harmless the County (including Henrico County Public Schools), and the County's officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the County's sole negligence.

O. Insurance Requirements

The Successful Offeror shall maintain insurance to protect itself and the County and the County's elected officials, officers, agents, volunteers and employees from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of services under the Contract, whether such services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. **(Attachment E).**

P. No Discrimination against Faith-Based Organizations

The County does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.

Q. Offeror's Performance

1. The Successful Offeror agrees and covenants that its agents and employees shall comply with all County, state and federal laws, rules, and regulations applicable to the business to be conducted under the Contract.
2. The Successful Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
3. The Successful Offeror shall cooperate with County officials in performing the Contract work so that interference with the County's normal operations will be held to a minimalized.
4. The Successful Offeror shall be an independent contractor and shall not be an employee of the County.

R. Ownership of Deliverable and Related Products

1. The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To

the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.

2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.
3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the County.

S. Record Retention and Audits

1. The Successful Offeror shall retain, during the performance of the Contract and for a period of five years from the completion of the Contract, all records pertaining to the Successful Offeror's proposal and any Contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the County on demand and without advance notice during the Successful Offeror's normal working hours.
2. County personnel may perform in-progress and post-audits of the Successful Offeror's records as a result of a Contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.

T. Severability

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

U. Minority-, Woman-, Service-Disabled Veteran-Owned, Small Businesses and Employment Services Organizations

It is the policy of the County to actively seek out and provide contracting opportunities to minority-, woman-, service-disabled veteran-owned, small businesses and employment services organizations in procurement transactions made by the County.

The County strongly encourages all suppliers to respond to Invitations for Bids and Request for Proposals and supports the use of minority, woman-, service-disabled veteran-owned, small businesses and employment services organizations for sub-contracting opportunities.

All formal solicitations are posted on the Commonwealth of Virginia eVA and the County's internet site at <http://henrico.us/finance/divisions/purchasing/> and may be viewed under the Bids and Proposals link. Construction related solicitations are located on eVA and County internet sites and on ProcureWare at <https://henrico.procureware.com/home>.

V. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Successful Offeror desires to subcontract some part of the work specified in the contract, the Successful Offeror shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Successful Offeror shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

W. Taxes

1. The Successful Offeror shall pay all County, state, and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Such taxes shall not be in addition to the Contract price between the County and the Successful Offeror because the taxes shall be solely an obligation of the Successful Offeror and not the County, the County shall be held harmless for same by the Successful Offeror.
2. The County is exempt from the payment of federal excise taxes and the payment of state sales and use tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

X. Termination of Contract

1. The County reserves the right to terminate the Contract immediately in the event that the Successful Offeror discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
2. Failure of the Successful Offeror to comply with any section or part of the Contract will be considered grounds for immediate termination of the Contract by the County.
3. Notwithstanding anything to the contrary contained in the Contract between the County and the Successful Offeror, the County may, without prejudice to any other rights it may have, terminate the Contract for convenience and without cause, by giving 30 days' written notice to the Successful Offeror.
4. If the County terminates the Contract, the Successful Offeror will be paid by the County for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date.

Y. County License Requirement

If a business is located in the County, it is unlawful to conduct or engage in the business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your proposal submission. If your business is not located in the County, include a copy of your current business license with your proposal submission. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

Z. Environmental Management

The Successful Offeror must comply with all applicable federal, state, and local environmental regulations. The Successful Offeror is required to abide by the County's Environmental Policy Statement: http://henrico.us/pdfs/risk/env_policy.pdf which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation. Employees of the Successful Offeror must be properly trained and have any necessary certifications to carry out environmental responsibilities. The Successful Offeror must immediately communicate any environmental concerns or incidents to the assigned County Project Manager and the County Risk Manager.

AA. Safety

1. The Successful Offeror shall comply with and ensure that the Successful Offeror's personnel comply with all current applicable local, state, and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The Successful Offeror shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools, and material to safely accomplish the work specified and performed by the Successful Offeror.
2. Each job site must have a supervisor who is competent, qualified, or authorized on the worksite, who is familiar with policies, regulations, and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and is capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Offeror's personnel from the work site.
3. In the event the County determines any operations of the Successful Offeror to be hazardous, the Successful Offeror must immediately discontinue such operations upon receipt of either written or oral notice by the County to discontinue such practice.

BB. Authorization to Transact Business in the Commonwealth

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership or other business form must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.
2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must

include in its proposal the identification number issued to it by the State Corporation Commission (Attachment C). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law must include in its proposal a statement describing why the Offeror is not required to be so authorized.

3. An Offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a written waiver is granted by the Purchasing Director, his designee, or the County Manager.
4. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment by the County.
5. Any business entity described in subsection 1 that enters into a contract with a public body must not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.

CC. Payment Clauses Required by Va. Code §2.2-4354

Pursuant to Virginia Code § 2.2-4354:

1. The Successful Offeror shall take one of the two following actions within seven days after receipt of amounts paid to the Successful Offeror by the County for all or portions of the goods and/or services provided by a subcontractor: (a) pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or (b) notify the County and subcontractor, in writing, of the Successful Offeror's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. The Successful Offeror that is a proprietor, partnership, or corporation shall provide its federal employer identification number to the County. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror who is an individual contractor shall provide his/her social security numbers to the County.
3. The Successful Offeror shall pay interest to its subcontractors on all amounts owed by the Successful Offeror that remain unpaid after seven days following receipt by the Successful Offeror of payment from the County for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1. above.
4. Unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.
5. The Successful Offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
6. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of the County. A Contract modification shall not be made for the purpose of providing reimbursement for

the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

DD. Contact Period

1. The contract period shall be from May 1, 2022 to April 30, 2023. Contract prices shall remain firm for the contract period.
2. The contract may be renewed for four additional one-year periods upon the sole discretion of the County at a price not to exceed 3% above the previous year's prices.
3. The resulting contract should require the Successful Offeror to give at least a ninety (90) day written notice if it does not intend to renew the contract at any annual renewal.
4. The contract shall not exceed a maximum of 5 years.

EE. Occupational Safety & Health Policy Statement

The Successful Offeror must comply with all applicable federal, state, and local occupational safety and health standards. The Successful Offeror is required to abide by the County's Occupational Safety & Health Policy Statement: https://henrico.us/pdfs/risk/h_safety_policy.pdf which emphasizes maintaining a safe and healthy work environment for all employees, volunteers, and contractors who access County property and locations. The Successful Offeror must be properly trained and have any necessary certifications to carry out occupational safety and health policy responsibilities. The Successful Offeror must immediately communicate any concerns or incidents to the assigned County Project Manager and the County Risk Manager.

FF. Service Accessibility

Pursuant to the award of the contract and as soon as practicable but not later than September 1, 2019, the Successful Offeror shall confirm that all online content and/or web-based functionality provided is accessible to individuals with disabilities except where doing so would impose a fundamental alteration or undue burden. Accessibility will be measured according to the W3C's Web Content Accessibility Guidelines (WCAO) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 techniques for web content, which are incorporated by reference.

GG. Cooperative Procurement

This procurement is being conducted by the County in accordance with the provisions of Section 2.2-4304 of the Code of Virginia. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this Contract. The Contractor shall deal directly with any public body it authorizes to use the Contract. The County, its officials, and its employees are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public body, and in no event shall the County, its officials, or its employees be responsible for any costs, damages or injury resulting to any party from another public body's cooperative use of a County contract. The County assumes no responsibility for

any notification of the availability of the Contract for use by other public bodies, but the Contractor may conduct such notification.

VI. PROPOSAL SUBMISSION REQUIREMENTS

- A. The Purchasing Division will not accept oral proposals, nor proposals received by telephone, FAX machine, email, or hard copy submissions. Proposals will only be accepted through eVA.
- B. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.
- C. The Proposal Signature Sheet (**Attachment A**) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Division requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
- D. Reserved.
- E. The time proposals are received shall be determined by the time clock in eVA. Offerors are responsible for insuring that their proposals are submitted in eVA by the deadline indicated.
- F. By submitting a proposal in response to this Request for Proposal, the Offeror represents it has read and understands the Scope of Services and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the Contract work.
- G. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the Contract.
- H. Subject to the limitations of Va. Code § 2.2-4342(F), trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342(F)). (**Attachment D**)

- I. A proposal may be modified or withdrawn by the Offeror anytime prior to the time and date set for the receipt of proposals. The Offeror shall follow the process in eVA. No proposal can be withdrawn after the time set for the receipt of proposals and for one-hundred twenty (120) days thereafter.
- J. The County welcomes comments regarding how the proposal documents and scope of services may be improved. **Offerors requesting clarification, interpretation of, or improvements to the Request for Proposal's general terms, conditions, and scope of services shall submit technical questions concerning the Request for Proposal no later than noon on January 21, 2022 in writing.** Any changes to this Request for Proposals shall be in the form of a written addendum issued by the Purchasing Division and it shall be signed by the Purchasing Director or a duly authorized representative. **Each Offeror is responsible for determining that it has received all addenda issued by the Purchasing Division before submitting a proposal.**
- K. All proposals received on time shall be accepted for consideration. Proposals shall be open to public inspection only after award of the Contract.

VII. PROPOSAL RESPONSE FORMAT

- A. Offerors shall submit a written proposal that present the Offeror's qualifications and understanding of the work to be performed. Offerors must address each evaluation criterion and be specific in presenting their qualifications. The proposal should provide all the information considered pertinent to the Offeror's qualifications for this project.
- B. The Offeror should include in its proposal the following:
 - 1. Table of Contents
All pages are to be numbered.
 - 2. Tab 1 – Introduction and Signed Forms
In this tab, the following items should be provided:
 - a. Cover Letter – On company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal.
 - b. Proposal Signature Sheet – **Attachment A**
 - c. Business Classification Form – **Attachment B**
 - d. Virginia State Corporation Commission Registration Information – **Attachment C**
 - e. Proprietary/Confidential Information – **Attachment D**
 - 3. Tab 2 – Statement of the Scope.
In this tab, Offerors, in concise terms, shall state their understanding of the Scope of Services requested by this RFP in Section II.

4. Tab 3 – Offerors Qualifications, Experience and Resumes.
In this tab, offerors should demonstrate the Offeror’s and their staff’s qualifications and experience in providing the services as requested in this Request for Proposal (RFP). Offerors should provide, at a minimum, documentation demonstrating that their firm is a firm regularly engaged in providing services solicited in this RFP. If subconsultants are to be utilized provide similar documentation to what has been requested of the offeror in this section. Provide appropriate documentation to support:
 - a. Resumes of any staff members that will be providing service to the County.
In addition, resumes of direct staff supervisors and administrators shall also be provided along with any licensure verification of said staff; and
 - b. Evidence of certification from DHHS, CLIA & CAP-FDT.

5. Tab 4- References
In this tab, offerors should provide a minimum of three (3) references, who could attest to the Offeror’s past performance to provide services similar to those outlined in this RFP. The information provided should include contact person’s name, position, up-to-date telephone number and email address, the company for which the contact person worked, and the time period of the services performed. Offerors may not use Henrico County as one of their references.

6. Tab 5- Service Approach/Implementation of Services
In this tab, offerors should provide, in detail, their approach to fulfilling the scope of services being solicited in this Request for Proposal and demonstrate their compliance with the requirements of the Scope of Services. If subconsultants are to be utilized, describe the services they will be providing. Offerors shall provide a link or sand box demo for the proposed Information Management System (IMS) for evaluation purposes. Offerors shall provide information regarding training for Henrico County employees including the number of hours, participants and if training is onsite or virtual.

7. Tab 6- Sample Reports
In this tab, offerors shall provide the following sample reports or documents:
 - a. Sample invoice;
 - b. Individual participant testing report;
 - c. Incident report;
 - d. Statistic testing summary report and;
 - e. Sample newsletter.

8. Tab 6 – Pricing / Cost Proposal
In this tab, offerors shall submit a completed pricing proposal for service fees (**Attachment F**). The price shall include all cost associated with providing the service outlined in the Scope of Services (Section II. A through II.M) of this RFP. The price will be evaluated based on the scenario included with **Attachment F**.

9. (if needed) Tab 7 – Exceptions
In this tab, Offerors shall list any exceptions taken to the Scope of Services and General Terms and Conditions of this Request for Proposals. The County intends to make the RFP and the Successful Offeror’s proposal a part of the contract between the parties, so Offerors should list any exceptions for purposes of negotiating the contract.

10. (if needed) Tab 8 – Assumptions
In this tab, offerors shall list any assumptions made when responding to this Request for Proposals.

11. (if needed) Tab 9 – Appendices
Optional for Offerors who wish to submit additional material that will clarify their response.

VIII. PROPOSAL EVALUATION/SELECTION PROCESS

- A. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

Evaluation Criteria	Weight
Functional Requirements <i>(In accordance with Section VII, Item B (3) and B (9), this criterion considers the extent to which the Offeror’s proposal satisfies the services as specified in Section II of this RFP.)</i>	30
Implementation of Services <i>(In accordance with Section VII, Item B (6) and B (7), this criterion considers the Offeror’s project approach to implement the services specified in Section II of this RFP.)</i>	20
Experience and Qualifications <i>(In accordance with Section VII, Item B (4) and B (5), this criterion considers the Offeror’s, their individual proposed assigned staff, and their subconsultants qualifications & experiences with working on projects or contracts of similar size and scope as specified in Section II of this RFP.)</i>	25
Price <i>(In accordance with Section VII, Item B (8), this criterion considers the Offeror’s pricing for completing the services as specified in Section II of this RFP.)</i>	20
Quality of Proposal Submission / Oral Presentations <i>(This criterion considers the overall quality of the Offeror’s proposal submitted and any oral presentations required.)</i>	5
Total	100

- B. For goods, nonprofessional services, and insurance, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. In the case of a proposal for information technology, as defined in Va. Code § 2.2-2006, the County shall not require an Offeror to state in a proposal any exception to any liability provisions contained in the Request for Proposal. Negotiations shall then be conducted with each of the Offerors so selected. The Offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered but need not be the sole or primary determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that Offeror. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

ATTACHMENT A PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal (“RFP”) No. 22-2269-1KMW- Alcohol & Drug Testing Services.

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
ADDRESS:
FEDERAL ID NO:
SIGNATURE:
NAME OF PERSON SIGNING (PRINT):
TITLE:
TELEPHONE:
FAX:
EMAIL ADDRESS:
DATE:

ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: _____

This form completed by: Signature: _____ Title: _____

Date: _____

PLEASE SPECIFY YOUR **BUSINESS CATEGORY** BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

- SMALL BUSINESS
- WOMEN-OWNED BUSINESS
- MINORITY-OWNED BUSINESS
- SERVICE-DISABLED VETERAN
- EMPLOYMENT SERVICES ORGANIZATION
- NON-SWaM (Not Small, Women-owned or Minority-owned)

SUPPLIER REGISTRATION – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia’s electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? Yes No

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.

_____ NUMBER

_____ DATE

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 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 who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "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.
2. "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 Islands, 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.
3. "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.
4. "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.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Employment services organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror:

is a corporation or other business entity with the following SCC identification number:

_____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids:

ATTACHMENT D PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR: _____

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342(F) in writing, either before or at the time the data or other materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line-item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

ATTACHMENT E
COUNTY OF HENRICO
INSURANCE SPECIFICATIONS

The following insurance coverages and limits are required in order to provide goods, services, construction, professional and non-professional services to Henrico County general government agencies and Henrico County Public Schools. These requirements are specific to this procurement and may or may not be the same for future requests.

Please be sure and review the Additional Requirements Section

The Successful Bidder/Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder/Offeror, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia and that is representative of the insurance policies. The Certificate shall show that the policy has been endorsed to add the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. **The certificate must not show in the description of operations section that it is issued specific to any bid, job, or contract.** The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Best or a rating acceptable to the County. In addition, the Successful Bidder/Offeror shall agree to give the County a minimum of 30 days prior notice of any cancellation or material reduction in coverage.

Workers' Compensation

Statutory Virginia Limits

Employers' Liability Insurance - \$100,000 for each Accident by employee
\$100,000 for each Disease by employee
\$500,000 policy limit by Disease

Commercial General Liability

\$1,000,000 each occurrence including contractual liability for specified agreement
\$2,000,000 General Aggregate (other than Products/Completed Operations)
\$2,000,000 General Liability-Products/Completed Operations
\$1,000,000 Personal and Advertising injury
\$ 100,000 Fire Damage Legal Liability

Business Automobile Liability – including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

Umbrella Liability

\$2,000,000 Per Occurrence and in the aggregate

Additional Requirements

In addition to the requirements above, the Successful Bidder/Offeror shall thoroughly review the scope of work that is included and if any of the following are included in the services that will be provided, the following additional insurance will be required, if required:

- Professional Liability - \$2,000,000 Per Occurrence (or limit in accordance with Statute for Medical Professional)**
Required if the Scope includes providing advice or consultation including but not limited to; lawyers, bankers, physicians, programming, design (including construction design), architects & engineers and others who require extensive education and/or licensing to perform their duties.
- Cyber Liability - \$2,000,000 Per Occurrence**
Required if the Scope includes the collection and electronic transmittal of Personal Health Insurance (PHI), or any other demographic data on individuals including but not limited to Name, Address, Social Security Numbers or any other sort of personally identifying information.
- Abuse and Molestation Coverage - \$1,000,000 Per Occurrence**
Required if the scope of work includes the offering of professional or non-professional services to any child or student where one on one contact or consultation is to be provided.
- Pollution Liability - \$1,000,000 Per Occurrence**
Required if the scope of work involves the use (other than in a motor vehicle) or removal of a substance or energy introduced into the environment that potentially has an undesired effect or affects the usefulness of a resource. These include, but are not limited to Asbestos, PCB's, Lead, Mold, and Fuels.
- Explosion, Collapse & Underground Coverage (XCU)**
Required of a Contractor in limits equal to the General Liability Limit when the Scope includes any operations involving Blasting, any work underground level including but not limited to wires, conduit, pipes, mains, sewers, tanks, tunnels, or any excavation, drilling, or similar work.
- Builders Risk Coverage**
Required if the scope of work includes the ground up construction of a structure. Limit of insurance shall be 100% of the completed value of the structure. For projects for the renovation of an existing structure, The County shall insure the Builder's Risk with the Contractor being responsible for the first \$10,000 of any claim.
- Other as Specified Below**

NOTE 1: The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The County makes no representation or warranty as to how the Bidder/Offeror's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Bidder/Offeror's responsibilities outlined in the contract documents.

NOTE 2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. This insurance shall apply as primary insurance and non-contributory with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

NOTE 3: Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

NOTE 4: The Certificate Holder Box shall read as follows:
County of Henrico
Risk Management
PO Box 90775
Henrico, VA 23273

**Attachment F
Pricing Proposal**

Service	Price per Unit of Service
Standard Panel with ETG comprised of any of five (5) of the following assays plus ETG: Amphetamines (amphetamines, ecstasy, methamphetamines), barbiturates, benzodiazepines, cannabinoids (THC), cocaine, ecstasy, methadone, methamphetamine, opiates (morphine, heroin, hydrocodone, hydromorphone, oxycodone, oxymorphone), PCP, and propoxyphene	No Sample Collection \$_____ per specimen Option: Sample Collection in County Facility \$_____ per specimen Option: Sample Collection in Provider Facility \$_____ per specimen
Standard Drug Add-on List: Amphetamines (amphetamines, ecstasy, methamphetamines), barbiturates, benzodiazepines, cannabinoids (THC), cocaine, ecstasy, methadone, methamphetamine, opiates (morphine, heroin, hydrocodone, hydromorphone, oxycodone, oxymorphone), PCP, and propoxyphene	\$_____ per test
Specialty Drug Add-on List: Buprenorphine, Carisoprodol, ETG, Fentanyl, Gabapentin, Heroin, Ketamine, LSD, Meperidine, Tramadol, or Zolpidem	\$_____ per test
Synthetic Cannabinoids Urine Analysis	\$_____ per test
Synthetic Stimulants Urine Analysis (Bath Salts)	\$_____ per test
Standard Oral Fluid Panel (Benz, Coc, Meth, Opiates, & THC)	\$_____ per panel
Oral Fluid Add-ons (buprenorphine, methadone, oxycodone, and tramadol)	\$_____ per panel
BAC Only	\$_____ per test
Hair Test	\$_____ per panel
Transdermal	\$_____ per panel
Standard Confirmation Test	\$_____ per test
Expert Witness Testimony	\$_____
Litigation Packet	\$_____ per packet
Case Management System	\$_____
Random Selection	\$_____
Client Notification System	\$_____
Video Testimony	\$_____
Training & Consultation Sessions	\$_____ per session
Participation in Court Staffing Sessions	\$_____ per session

Pricing Scenario

Please provide pricing from above into the following scenario. This will be used for evaluation purposes only.

1. Standard Panel with ETG _____ x 850 Panels = _____

2. Specialty Drug Add-on _____ x 50 Panels = _____

3. Total of Items 1 & 2 = _____ x 12 = _____

4. Case Management System (Yearly Cost) = _____

Grand Total of Line 3 & 4 = _____