



ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VIRGINIA 22201

**RIDER AGREEMENT NO. 24-HRD-R-352**

<b>TO:</b> FORENSIC DRUG & ALCOHOL TESTING, LLC 14150 PARKEAST CIRCLE, SUITE 130 CHANTILLY, VA 20151	<b>DATE ISSUED:</b> 11/28/23
	<b>CONTRACT NO:</b> 24-HRD-R-352
	<b>CONTRACT TITLE:</b> DRUG AND ALCOHOL COLLECTION, TESTING, AND MRO SERVICES

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**THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

The contract documents consist of the terms and conditions of AGREEMENT No. 24-HRD-R-352 including any attachments or amendments thereto.

**EFFECTIVE DATE:** 11/28/23  
**EXPIRES:** 1/31/2025  
**RENEWALS:** TWO (2) ONE (1) YEAR RENEWALS REMAIN  
**LIVING WAGE:** N

**ATTACHMENTS:**  
AGREEMENT No. 24-HRD-R-352  
EXHIBIT A – PRINCE WILLIAM COUNTY PUBLIC SCHOOLS CONTRACT NO. R-SF-16038

**EMPLOYEES NOT TO BENEFIT:**  
**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.**

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<b><u>VENDOR CONTACT:</u></b> MICHAEL WROBEL	<b><u>VENDOR TEL. NO.:</u></b> (888) 228-3471
<b><u>EMAIL ADDRESS:</u></b> <a href="mailto:MICHAEL.WROBEL@FD-AT.COM">MICHAEL.WROBEL@FD-AT.COM</a>	
<b><u>COUNTY CONTACT:</u></b> ANGIE CORRY (HRD)	<b><u>COUNTY TEL. NO.:</u></b> (703) 228-3471
<b><u>COUNTY CONTACT EMAIL:</u></b> <a href="mailto:ACORRY@ARLINGTONVA.US">ACORRY@ARLINGTONVA.US</a>	

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**PURCHASING DIVISION AUTHORIZATION**

**Name:** ANTONINO MAUTINO **Title:** BUYER **Date:** 11/28/2023



**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VA 22201**

**RIDER AGREEMENT NO. 24-HRD-R-352**

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between **Forensic Drug & Alcohol Testing, LLC** ("Contractor"), a Virginia corporation with a place of business at 14150 Parkeast Circle, Suite 130, Chantilly, VA 20151, authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

**1. CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Exhibit A: Prince William County Public Schools, Contract No. R-SF-16038, together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by Prince William County Public Schools and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with Prince William County Public Schools. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

**2. CONTRACT TERM**

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County," and shall be completed no later than January 31, 2025 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if Prince William County Public Schools renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract terms for one (1) additional two (2) year from February 1, 2025 until January 31, 2027 ("Subsequent Contract Term"). However, if Prince William County Public Schools does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the contract expiration date, unless it is cancelled sooner.

### **3. PAYMENT**

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. All payments will be made from the County to the Contractor via ACH. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

### **4. SCOPE OF WORK**

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to provide full-Service Drug and Alcohol Collection, Testing, and MRO Services to PWCS.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

### **5. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

### **6. COUNTY PURCHASE ORDER REQUIREMENT**

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

### **7. NON-APPROPRIATION**

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

**8. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

**9. NOTICES**

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO THE CONTRACTOR:**

Michael Wrobel, President/CEO  
Forensic Drug & Alcohol Testing, LLC  
14150 Parkeast Circle, Suite 130  
Chantilly, VA 20151  
Phone: (888) 279-0727  
Email: [michael.wrobel@fd-at.com](mailto:michael.wrobel@fd-at.com)

**TO THE COUNTY:**

Angie Corry, Project Officer  
Arlington County, VA  
2100 Clarendon Blvd Suite 511  
Arlington VA 22201  
Phone: (703) 228-3471  
Email: [acorry@arlingtonva.us](mailto:acorry@arlingtonva.us)

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB  
Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201  
Phone: (703) 228-3294  
Email: [slewis1@arlingtonva.us](mailto:slewis1@arlingtonva.us)

**TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):**

Mark Schwartz, County Manager  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 318  
Arlington, Virginia 22201

**10. ARLINGTON COUNTY BUSINESS LICENSES**

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail [business@arlingtonva.us](mailto:business@arlingtonva.us).

**11. COUNTERPARTS**

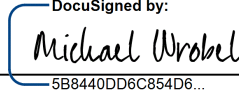
This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

FORENSIC DRUG & ALCOHOL TESTING, LLC

SIGNATURE:   
C89CE96AA36F4AD...

SIGNATURE:   
5B8440DD6C854D6...

NAME: Antonino Mautino

NAME: Michael wrobel

TITLE: Buyer

TITLE: President / CEO

DATE: 11/28/2023

DATE: 11/28/2023



## CONTRACT

### Drug and Alcohol Collection, Testing and Medical Review Officer (MRO) Services

**CONTRACT NUMBER: R-SF-16038**

This Contract entered into this 20th day of December, 2016 by FORENSIC DRUG & ALCOHOL TESTING, LLC, 4443 Brookfield Corporate Drive, Suite 115, Chantilly, VA 20151 hereinafter referred to as the "Contractor" and Prince William County School Board, P.O. Box 389, Manassas, VA 20108, hereinafter referred to as "Prince William County Public Schools", "Purchasing Agency" or "PWCS".

**WITNESSETH** that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1. **SCOPE OF CONTRACT:** Contractor shall provide any and all supervision, labor, materials, equipment, documentation, training, technical support and supplies necessary to provide full service Drug and Alcohol Collection, Testing and MRO Services to PWCS. Services shall include, but are not limited to, generating random schedules, performing breath alcohol tests, collecting urine specimens, transporting specimens to a certified laboratory, performing laboratory tests for the detection of controlled substances, complying with chain of custody requirements, reporting test results, providing MRO services, providing training to PWCS' employees, provide program management and consulting services, and providing expert witness services during court proceedings and disciplinary/dismissal hearings conducted by PWCS.
2. **CONTRACT DOCUMENTS:** The contract documents shall consist of the following:
  - 2.1. This signed form.
  - 2.2. PWCS Request for Proposals #R-SF-16038, dated July 13, 2016, Addendum Number 1, dated August 5, 2016, and Addendum Number 2, dated August 8, 2016;
  - 2.3. Contractor's Documents:
    - 2.3.1. Contractor's proposal response, dated August 18, 2016, and
    - 2.3.2. Interview Presentation, dated October 19, 2016
    - 2.3.3. BAFO, dated October 27, 2016
    - 2.3.4. Response e-mail confirmation of telephone conference for final negotiations, dated November 16, 2016
3. **CONTRACT TERM AND RENEWAL:**
  - 3.1. The initial term of this contract shall be from February 1, 2017 through January 31, 2019, with the option to renew for four (4) additional two (2) year renewal periods, upon mutual written consent of the parties to the contract. Pricing shall remain firm for the initial term of the contract. PWCS will send notice of renewal to the Contractor within sixty (60) days of contract expiration. The option to renew shall be exercised at the mutual agreement of the parties.
  - 3.2. For future contract renewal periods, price increases shall not exceed the percentage increase/decrease in the Consumer Price Index, Table 1 (<http://stats.bls.gov/news.release/cpi.t0.htm>), Medical Services (CPI-U), U. S. City Average, All Items, Unadjusted, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract period prior to the proposed contract period.
    - 3.2.1. At the time of the contract renewal, if costs to Prince William County Schools (PWCS) are restricted by the current percentage increase/decrease of the CPI-U for the latest twelve months, any unusual circumstances that could not have been foreseen by Contractor occur, and those circumstances significantly affect the Contractor's cost in providing the required

items or services, the Contractor may request adjustments to the costs to PWCS beyond the current CPI-U cap to reflect the circumstances. The circumstances must be beyond the control of the Contractor and fully documented.

3.2.1.1. Documentation for pricing increases above the CPI-U cap must be provided as follows:

3.2.1.1.1. For items, documentation supporting the increased costs must be provided by the manufacturer on their letterhead.

3.2.1.1.2. For services, the Contractor must provide documentation of the circumstances causing the increased costs, including substantial proof supporting the claims made, to warrant any price increases.

3.2.1.2. After reviewing the documentation provided, the Supervisor of Purchasing, may accept the increased costs or refuse them if they are considered to be excessive.

3.2.1.2.1. If the Supervisor of Purchasing does not accept the increased costs and PWCS originally awarded multiple contracts for these items/services, PWCS reserves the right to obtain prices for the affected items/services from the other vendors who were awarded a contract and, if the prices are considered to be fair and reasonable, award the items/services to the contractor(s) with the lowest price that meets the contract requirements.

3.2.1.2.2. Alternatively, at its own discretion, PWCS may revise the contract requirements and issue a new solicitation.

4. **CONTRACT ADMINISTRATOR/PROJECT MANAGER:** The following employees of PWCS are identified to use all powers under the contract to enforce its faithful performance:

4.1. **PWCS CONTRACT ADMINISTRATOR:** As the Contract Administrator, the following individual, or her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

Sheila Farmer, CPPB, Senior Buyer, Purchasing, 703-791-8737

4.2. **PWCS TECHNICAL POINT-OF-CONTACT:** The following individual, and/or designees shall work directly with the Contractor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract:

Julie Vuillemot, Supervisor, Classified Personnel, 703-791-8733

5. **SCOPE OF WORK:** The Scope of Work as outlined in the Minimum Requirements, Section 5 of the PWCS Request for Proposals #R-SF-16038, dated July 13, 2016, Addendum Number 1, dated August 5, 2016, and Addendum Number 2, dated August 8, 2016, the negotiation follow-up response, dated November 16, 2016.

5.1. **Minimum Requirements:**

5.1.1. Contractor shall comply with all federal, state, local and PWCS' rules and regulations that pertain to Drug and Alcohol Collection, Testing and MRO Services, to include, but not limited to the minimum requirements set forth in 49 CFR Part 40, "Procedures for Transportation Workplace Drug Testing Programs"; 49 CFR Part 382 "Controlled Substance and Alcohol Use and Testing"; and, the guidelines set forth in Federal Register Vol. 173, No. 228 "Mandatory Guidelines for Federal Workplace Testing Programs", including any amended notices.

5.1.2. Contractor shall comply with all federal, state and local laws governing and regulating the operations of clinical laboratories. Contractor shall provide proof of laboratory accreditation from the College of American Pathologists (CAP), Clinical Laboratory Accreditation and Education (COLA), or the Joint Commission on Accreditation of Healthcare Organization

(JCAHO) and proof of Clinical Laboratory Improvement Amendments (CLIA) Certificate of Compliance or a Certificate of Accreditation when requested by PWCS.

- 5.1.3. Contractor shall be certified by the U.S. Department of Health and Human Services (HHS) Substance Abuse and Mental Health Services Administration (SAMHSA) to meet the standards of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs". Contractor shall maintain said certification throughout the duration of the contract. Contractor shall provide copies of certification documents when requested by PWCS.
- 5.1.4. Contractor's laboratory shall be certified by HHS under the National Laboratory Certification Program (NLCP) for all testing required by 49 CFR Part 40 and Part 382. Contractor shall provide copies of certification documents to the Purchasing Office on/before February 1<sup>st</sup> of each year.
- 5.1.5. Contractor shall comply with all federal, state and local laws governing and regulating MRO services. Contractor shall provide proof/documentation that all medical review officer services shall be provided by a properly licensed and certified physician and shall comply with SAMHSA guidelines. Contractor shall provide copies of certification documents to the Purchasing Office on/before February 1<sup>st</sup> of each year.
- 5.1.6. Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) and all other county, state, federal and PWCS rules and regulations that pertain to the privacy and security of medical information. Contractor shall implement and maintain appropriate safeguards to ensure confidentiality of records by limiting access to authorized individuals.
- 5.1.7. Contractor shall communicate all test results via secure FAX, secure email, and/or secure web-site to the MRO and to the PWCS' Technical Point(s) of Contact, as appropriate. PWCS Technical Points of Contact shall be notified of positive drug test results within 24 hours after sample collection has occurred. PWCS Technical Points of Contact shall be notified of positive alcohol test results immediately upon confirmation of positive result. In addition, Contractor shall notify the PWCS' Technical Points of Contact should he/she suspect that an employee may have tampered with the provided specimen.
- 5.1.8. Contractor shall provide all information, records and data required to be maintained by PWCS relative to the drug and alcohol testing program as identified in 49 CFR Part 40.333.
- 5.1.9. Contractor shall have the capabilities to provide drug and alcohol collections and testing services twenty-four (24) hours per day, seven (7) days per week.
- 5.1.10. The current PWCS collection sites for PWCS Department of Transportation (DOT) specimen collection are noted below, and will expand to all PWCS locations as identified in Attachment D of the PWCS RFP issued July 13, 2016, and future PWCS locations, as determined.
  - 5.1.10.1. Brentsville Transportation Center, 12153 Hooe Road, Bristow, VA
  - 5.1.10.2. Central Transportation Center, 14855 Dumfries Road, Manassas, VA
  - 5.1.10.3. Independent Hill Transportation Center, 14800 Joplin Road, Manassas, VA
  - 5.1.10.4. McCuin Transportation Center, 7900 Piney Branch Lane, Bristow, VA
  - 5.1.10.5. Potomac Transportation Center, 3435 Panther Pride Drive, Dumfries, VA
- 5.1.11. Contractor shall also provide collection services outside of the local area, within eight (8) hours of notification by PWCS that collection services are needed. The local area is defined as a corridor fifty (50) miles either side of Interstate 95 between Baltimore, Maryland and Richmond, Virginia.
- 5.1.12. Collection services shall be completed within 45 minutes from the time the employee arrives for the testing.
- 5.1.13. In addition to day shift on-site random collections, Contractor shall be required to perform on-site random collections during the evening shift to accommodate evening shift personnel.



- 5.1.14. Contractor shall provide supervisor training and employee educational materials as required by 49 CFR Part 382. Web-based/electronic training is preferred; however, live training is a consideration.
- 5.1.15. Contractor shall coordinate and supervise all professional aspects of the alcohol and drug testing program in cooperation with the appropriate PWCS' Technical Point of Contact or his/her designee.

5.2. MINIMUM REQUIREMENTS SPECIFIC TO DRUG AND ALCOHOL COLLECTION AND TESTING:

- 5.2.1. Contractor shall conduct random, pre-employment, post-accident, reasonable suspicion, return to work and follow up drug and alcohol collection and testing services in accordance with all federal, state, local laws and PWCS requirements, guidelines, regulations and procedures as identified in Section 5.1.1. through 5.1.15. above.
- 5.2.2. Contractor shall provide and manage a full-service drug and alcohol testing program. Said program shall include, at a minimum the following:
  - 5.2.2.1. Random selection by computer for the random testing program;
  - 5.2.2.2. Specimen collection, transportation, and retention/storage, including Chain-of-Custody (COC) and split specimen procedures;
  - 5.2.2.3. Specimen collection, transportation, and retention/storage, including Chain-of-Custody (COC) and split specimen procedures;
  - 5.2.2.4. Laboratory analysis by a National Laboratory Certification Program (NLCP) certified laboratory, including appropriate Quality Control procedures;
    - 5.2.2.4.1. DOT- National Institute on Drug Abuse (NIDA) 10 panel
    - 5.2.2.4.2. Non-DOT – Non - Institute on Drug Abuse (IDA) 10 panel
  - 5.2.2.5. Breath alcohol testing by certified Breath Alcohol Technicians (BAT) using approved equipment, including appropriate Quality Control procedures;
    - 5.2.2.5.1. DOT – Breath Alcohol Test, Confirmation
    - 5.2.2.5.2. Non-DOT – Breath Alcohol Test, Screening
  - 5.2.2.6. MRO services; and,
  - 5.2.2.7. Result reporting, records maintenance and statistical reports that comply with all federal, state and local regulations.
- 5.2.3. Split specimen testing will be performed at the discretion of PWCS and may be requested for either positive or negative initial findings. Should an employee request a split specimen test, the employee is responsible for the charges. Contractor shall provide plan details to distinguish and charge appropriately.
- 5.2.4. Contractor shall provide expert witness testimony, should the need arise. Personnel providing services under this contract must be available, if called upon, to testify in court or during PWCS' disciplinary/dismissal hearings as an expert witness. Expert witness testimony will be in person, in writing, telephonic or as determined by PWCS.

5.3. MINIMUM REQUIREMENTS SPECIFIC TO MEDICAL REVIEW OFFICER (MRO) SERVICES:

- 5.3.1. Contractor shall provide MRO services that are in accordance and comply with all federal, state, local, and PWCS requirements, guidelines and regulations identified in Section 5.1.1. through 5.1.15. above. MRO's responsibilities shall include, but are not limited to:

- 5.3.1.1. Review and interpretation of drug test results;
  - 5.3.1.2. Review of all adulterated, substituted, rejected for testing and invalid test results;
  - 5.3.1.3. Contacting and interviewing employees testing positive; and,
  - 5.3.1.4. Expert witness testimony, should the need arise. MRO must be available, if called upon, to testify in court as an expert witness during court proceedings or at disciplinary/dismissal hearings conducted by PWCS.
- 5.3.2. MRO shall be a licensed Doctor of Medicine (M.D.) or Doctor of Osteopathy (D.O.) and shall have successfully passed an examination administered by an approved nationally recognized entity that certifies MRO's or subspecialty board for physicians performing a review of Federal employee drug test results.

6. **TRANSITION, SCHEDULE OF IMPLEMENTATION and COMMUNICATION MEETINGS:** PWCS Technical Point of Contact will meet and communicate directly with Contractor on a monthly basis for the period February 1, 2017 through May 2017, and quarterly thereafter, and on an as-needed basis. The meetings will be conducted at the PWCS Kelley Leadership Building unless Contractor is notified in writing. The PWCS POC for scheduling is the Human Resources Supervisor for Classified Personnel, or designee.

7. **PWCS SITE VISIT to CONTRACTOR FACILITIES:** PWCS reserves the right to conduct random site visits to the Contractor's locations. Should the site visit reveal concerns on the part of PWCS, the Contractor will provide to PWCS, within three (3) business days of notification, a written follow-up to include corrective action to the concerns addressed in the site visit.

8. **SPECIAL TERMS AND CONDITIONS:**

8.1. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by PWCS, whichever is sooner. PWCS and its authorized agents shall have full access to and the right to examine any of said material during said period.

8.2. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that PWCS shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

8.3. **CERTIFICATE OF COMPLIANCE:** As a condition of this Contract, Contractor certifies, that neither the Contractor, any employee of the Contractor, nor any other person who will provide services under the Contract and will have direct contact with students on school property during regular school hours or school-sponsored activities, have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Contractor further acknowledges that such certification shall be binding on the Contractor throughout the term of any Contract, including renewals or extensions, thereof, and agrees to provide immediate notice to PWCS of any event which might render such certification untrue, including the arrest indictment, or investigation of any individual providing such services. Contractor acknowledges that, pursuant to the Code of Virginia §22.1-296.1 (A), any person making a materially false statement on this certification, shall be guilty of a Class 1 misdemeanor, and upon conviction, the fact of such conviction shall be grounds for revocation of the contract or purchase order.

8.4. **COMPLIANCE WITH PROCEDURES:** The Contractor shall comply with all procedural instructions that may be issued from time to time by PWCS. However, the terms and conditions of the contract will not change.

8.5. **CONFIDENTIALITY:** Contractor shall ensure the complete confidentiality of any and all information provided by PWCS, and gathered and developed by Contractor in the performance of this Contract. The material gathered, used and developed shall not be provided to any other party without the expressed written approval of the Supervisor of Purchasing.

- 8.6. INSURANCE: By signing and submitting this contract, the Contractor shall provide to the Supervisor of Purchasing a Certificate of Insurance indicating the coverage below prior to the start of any work under the contract. The Offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. The minimum insurance coverage shall be as indicated below:
- 8.6.1. Workers Compensation - Virginia Statutory Workers Compensation coverage including Virginia Benefits and Employers Liability with limits of \$100,000/100,000/500,000;
  - 8.6.2. Commercial General Liability - \$1,000,000 combined single limit coverage with \$3,000,000 general aggregate. Commercial General Liability is to include all premises and operations; and Personal Injury, Completed Operations, Contractual Liability, advertising injury, personal injury and, where applicable to the project (as determined by PWCS), Products and Independent Contractors. General liability insurance will be written as a claims basis as long as the professional liability policy is per on an occurrence basis. Prince William County School Board is to be named as an additional insured with respect to the services being provided.
  - 8.6.3. Comprehensive Automobile Liability: \$1,000,000 Combined Single Limits; Statutory Uninsured Motorist Coverage; and Hired, Owned, and Non-Owned Coverage.
  - 8.6.4. Professional Liability - \$2,200,000 per occurrence, \$4,300,000 aggregate. Limits increase each July 1 through fiscal year 2031 per Code of Virginia § 8.01-581.15.
  - 8.6.5. Excess/Umbrella - \$1,000,000.
  - 8.6.6. Coverage Provisions:
    - 8.6.6.1. The insurance certificate shall state contract number, R-SF-16038, and title, Drug/Alcohol Collection, Testing and Medical Review Officer.
    - 8.6.6.2. All deductibles shall appear on the certificate(s).
    - 8.6.6.3. PWCS, its officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This applies to the General Liability policy.
    - 8.6.6.4. The Contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by PWCS.
    - 8.6.6.5. Shall provide thirty (30) days written notice to PWCS before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
    - 8.6.6.6. All coverages for subcontractors of the Offeror shall be subject to all of the requirements stated herein.
    - 8.6.6.7. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by PWCS.
    - 8.6.6.8. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided PWCS, its officers/officials, agents, employees and volunteers.
    - 8.6.6.9. The insurer shall agree to waive all rights of subrogation against PWCS, its officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.

8.6.6.10. The Contractor shall furnish to PWCS Certificates of Insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf. If executed by a broker, a notarized copy of authorization to bind, or certify coverage must be attached.

8.6.6.11. All coverages designated herein shall be as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia. The "as broad" as the ISO is removed as long as the language of the coverage is not sufficiently different as to effectively negate the coverage required by this contract.

8.7. **METHOD OF ORDERING:** Prince William County Schools (PWCS) may use three (3) different methods of placing orders from the final contract: Delivery Orders (DO's), Purchase Orders (PC's, PD's and CT's), and approved PWCS procurement cards (encouraged). Procurement Card orders and payments may be made by the use of a Prince William County Schools "Procurement" and/or "Single Use" Card. The Procurement and/or Single Use Card is currently a Master Card. Contractors are encouraged to accept this method of order and payment.

8.8. **HIPAA COMPLIANCE:** The Contractor shall comply with all applicable legislative and regulatory requirements of privacy, security and electronic transaction components of the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

8.9. **INVOICE REQUIREMENTS:**

8.9.1. All invoices shall reference the PWCS' purchase order/contract number and shall include the following information for each employee/applicant for whom contracted services rendered are being invoiced:

8.9.2. Employee/Applicant's Name;

8.9.3. Name of department requesting the examination, evaluation or test;

8.9.4. Name of collection site;

8.9.5. Description/Type of service;

8.9.6. Date of service rendered; and,

8.9.7. Itemized cost for each examination, evaluation and test performed.

8.9.8. Contractor shall submit invoices for services rendered directly to the e-mail address shown below. *The billing address is for informational purposes.*

Prince William County Public Schools  
Department of Human Resources  
Classified Personnel Office  
14715 Bristow Road  
Manassas, VA 20112  
vullejt@pwcs.edu

8.9.9. Contractor will not include past due amounts on the monthly billing. Past due amounts will be sent as a separate billing for follow up with PWCS.

9. **PRIME CONTRATOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that they may utilize, using their best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees to be fully responsible for the acts and omissions of their subcontractors and of persons employed by them as they are for the acts and omissions of their own employees.

10. PRICING SCHEDULE: Drug & Alcohol Collection, Testing & Medical Review Officer Services

<b>R-SF-16038: Drug &amp; Alcohol Collection, Testing &amp; Medical Review Officer Services</b>				
<b>Item #</b>	<b>Item</b>	<b>Collection Location</b>	<b>Unit</b>	<b>Unit Cost</b>
<b>DOT Testing:</b>				
1	DOT NIDA 5 Panel	On-site PWCS' Site	Each	\$ 38.50(1),(3)
2	DOT NIDA 5 Panel	Contractor's Site	Each	\$ 35.00
3	DOT Breath Alcohol Test, Confirmation	On-site PWCS' Site	Each	\$ 31.50(1),(3)
4	DOT Breath Alcohol Test, Confirmation	Contractor's Site	Each	\$ 28.00
<b>Non-DOT Testing:</b>				
5	Non-DOT 10 Panel	On-site PWCS' Site	Each	\$ 38.50(1),(3)
6	Non-DOT 10 Panel	Contractor's Location	Each	\$ 35.00
7	Non-DOT Breath Alcohol Test, Screening	On-site PWCS' Site	Each	\$ 31.50(1),(3)
8	Non-DOT Breath Alcohol Test, Screening	Contractor's Site	Each	\$ 28.00
<b>Other Collection/Testing Related Services:</b>				
9	Random Selection	N/A	Per Month/ Per Pool	\$ 50.00
10	Retest of Split Specimen, including MRO Review of Results (Distinguish between PWCS request and employee request for split specimen. Offeror shall furnish methodology for collection of feed should the employee request the split specimen)	N/A	Each	\$ 158.42(2)
11	Medical Examination of Employee Unable to Produce a Specimen, including MRO Review of Results	N/A	Each	\$ 316.83(2)
12	<p><b>Wait Time:</b></p> <p>i. Wait time is defined as time the collector is requested, by PWCS, to wait for a late employee, an employee that is having difficulty producing a specimen, etc.</p> <p>ii. All wait time must be pre-authorized by the PWCS' Technical Point of Contact.</p> <p>iii. In addition, wait time of less than one (1) hour shall be computed on a pro rata basis to the nearest quarter (.25) hour. Contractor shall not be compensated for unauthorized wait time charges.</p>	On-Site PWCS' Site	Each	\$ 40.00
13	Emergency/Reasonable Suspicion Testing or Specific Testing outside of a monthly, random selection.	On-Site PWCS' Site	Each	\$ 95.00
14	Litigation/Expert Witness Services	Detailed description of Litigation/Expert Witness services and cost noted below.		
15	Supervisor and Employee Training Services	Detailed description of Supervisor and Employee Training services and costs noted below.		
16	<p><b>Program Management/Consulting Services:</b></p> <p>i. Program Management will be included and must be approved in advance, in writing, by PWCS designated staff, as identified in contract.</p> <p>ii. Forensic has agreed to include seven (7) hours, annually, of Program Management as part of a contract with PWCS.</p> <p>iii. PWCS will be billed for Program Management after the seventh (7th) hour, and only if approved in advance by the PWCS designee.</p>	N/A	Hour	\$ 72.00

1. Minimum on-site collection requirement is 3 specimen collections, alcohol tests, or combination thereof.
2. MRO services billed at cost plus FD&AT G&A rate. No fee will be charged. Physician services will be billed at cost.
3. If a collection is cancelled after the Collector/BAT arrives at the collection site, PWCS will be charged a \$75 fee.

**Pricing and Detailed Description of Litigation/Expert Witness, Supervisor and Employee Training Services and Pricing Schedule**

**Litigation/Expert Witness Services:**

If requested of FD&AT the Litigation Package will consist of the following:

- a. Cover letter signed by Responsible Person (RP) of lab which indicates summary of test results, specimen ID#, and a statement that these are true certified copies.
- b. Chain of custody form and electronic report.
- c. Initial test data overview, chain of custody documents, confirmation test data and testing review checklist.
- d. Confirmation test data in order autotunes, calibrator(s), negative and positive controls.
- e. A list of licenses and certifications, CV's of RP's and applicable certifying scientist.

FD&AT's turnaround time for a Litigation Package request is between 7-14 days.

Expert Testimony is available from the Lab, MRO and Collectors.

The pricing for these services are:

Service	Unit	Unit Cost
Laboratory Litigation Package	Each	\$250.00
Laboratory Expert Witness Testimony	Hour/Day	\$125.00/\$1,000.00
MRO Expert Witness Testimony	Hour	\$250.00
Collector Expert Witness Testimony	Hour	\$125.00

**Supervisor's Reasonable Suspicion Training Program:**

Training is designed to help driver supervisors meet DOT requirements for at least "60 minutes of training on alcohol misuse and 60 minutes of training on controlled substance use," with video-based program.

The program, which can be used for DOT or Non-DOT supervisors; covers the physical, behavior, speech and performance symptoms of alcohol and controlled substance abuse. It zeros in on specific reactions that supervisors could encounter and helps them build the knowledge and confidence they'll need to respond appropriately.

The training includes an audiovisual presentation, handouts, workbook, quizzes, and numerous different educational materials that can be used as a reference whenever a reasonable suspicion situation occurs. A final examination will be taken and a certificate of completion will be provided for PWCS's records.

**Alcohol and Drug Testing: Employee Awareness Training Program:**

Training provides employees with an overview of DOT and/or Non-DOT's alcohol and drug testing requirements as well as PWCS Regulations. After completing the training, employees will have a clear understanding of the following:

- a. PWCS's drug and alcohol policies and requirements.
- b. What tests are required.
- c. When and why employees could be tested
- d. The consequences of violation.
- e. What a "safety sensitive" function is.
- f. What to expect before, during, and after alcohol and drug testing.

The training includes an audiovisual presentation, handouts, workbook, quizzes, and numerous different educational materials that can be used as a reference whenever they may have a question about drug and alcohol testing. A short test will be given at the end of training and a certificate of completion will be provided for the client's records.

Both the *Reasonable Suspicion and Employee Awareness Training* sessions can be executed by an on-site training course for up to 50 attendees, by a web based course, or by purchasing the manuals/handbooks and conducting the training with PWCS certified trainers. On-site training it allows for participation by all employees who can share real life scenarios as well as question and answer sessions. FD&AT trainer(s) can better confirm that the attendees fully understand the course information before the session is complete.

The pricing for these services are:

Training Package	Pricing
On-Site Training	\$300 per session up to 50 attendees + cost of manuals
Web Course	Development and pricing available upon request
Manuals/Handbooks	Supervisor: \$10.00 per Manual Employee: \$35.00 (Packs of 10)

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## 11. GENERAL TERMS AND CONDITIONS

(Revised 6/11/14)

These general terms, conditions and instructions apply to all purchases and are a part of each solicitation and every contract awarded by PWCS, unless otherwise specified in such solicitation or contract. The Purchasing Office is responsible for the purchasing activity of Prince William County Public Schools and its governing body, the Prince William County Public School Board. The term "PWCS" as used herein refers to the contracting entity which is the signatory on the contract and may be either PWCS, or the PWCS School Board, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/offeree's own risk.

These general terms, conditions and instructions are subject to all applicable Federal, State and local statutes, policies, resolutions, and regulations (collectively "laws"), and are to be interpreted so as to be consistent with such laws. In the case of irreducible conflict, these general terms and conditions are preempted by applicable laws.

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### AUTHORITY

1. The Supervisor of Purchasing has been delegated authority for issuance of invitations to bid, request for proposals, modifications, purchase orders and awards approved by and for PWCS. In the discharge of these responsibilities, the Supervisor of Purchasing may be assisted by delegating to Buyers and other Purchasing Office staff. Unless specifically delegated by the Supervisor of Purchasing, no other PWCS officer or employee is authorized to enter into purchase negotiations, change orders, contracts, or in any way obligate PWCS for indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void, and PWCS shall not be bound thereby.

### CONDITIONS OF BIDDING/OFFERING

2. **OPEN PRICING RECORDS:** The classification of line item prices and/or bid prices as proprietary information or trade secrets is not acceptable. All bid prices will be read aloud at the public bid opening and posted on the PWCS Purchasing website. Any bidder who designates bid prices as proprietary information or trade secrets will be given 48 hours to withdraw this designation. If it is not withdrawn, their bid will be rejected. See § 2.2-4301.3.b.3 of the Virginia Public Procurement Act.
3. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, PWCS will publicly post such notice on the Purchasing Web site, <http://purchasing.departments.pwcs.edu/> for a minimum of 10 calendar days except in emergencies.
4. **CLARIFICATION OF TERMS:** If any prospective Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror shall contact the Buyer whose name appears on the face of the solicitation no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by a written addendum issued by the Purchasing Office.
5. **DEBARMENT STATUS:** By submitting their bid/proposal, the Bidder/ Offeror certifies that he/she is not currently debarred by the Commonwealth of

Virginia or PWCS from submitting bids/proposals on contracts for the type of goods and/or services covered by this solicitation, nor is the Bidder/Offeror an agent of any person or entity that is currently so debarred.

6. **ERRORS IN BIDS:** When an error is made in extending total prices, the unit bid price times the number of units will govern. Erasures and changes in bids must be initialed by the bidder. Carelessness in quoting prices, omitting portions of the work from the calculations, or in preparation of the bid otherwise will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot otherwise be corrected except as provided in paragraph 16 below, and the bidder will be required to perform if his or her bid is accepted.
7. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bid/proposal, Bidders/Offerors certify that their bid/proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder/Offeror, supplier, manufacturer or subcontractor in connection with their bid/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.
8. **INCLEMENT WEATHER:** Due to inclement weather conditions, PWCS may elect to close schools and administration offices. The following is an explanation of the policy:  
**CODE GREEN:** All PWCS schools are closed. Administration offices are opened.  
**CODE RED:** All PWCS schools are closed. Administration offices are closed.  
8.1 In the event of a delay school opening, all times shall remain as stated in the Invitation for Bid/Request for Proposal.  
8.2 In the event that PWCS closes on a CODE GREEN, any optional/mandatory pre-



bid/proposal conference and all bid/proposal openings will be held as scheduled.

8.3 In the event that PWCS closes on a CODE RED, any optional/mandatory pre-bid proposal conference and all bid/proposal openings will be held on the next business day the PWCS experiences a normal opening, a delayed opening, or a school closing on a CODE GREEN, at the time previously scheduled. No exceptions will be made in this matter.

9. **LATE BIDS/PROPOSALS:** To be considered for selection, bids/proposals must be received by the PWCS Purchasing Office by the designated date and hour. The official time used in the receipt of bids/proposals is that time on the automatic time stamp machine in the Purchasing Office. Bids/proposals received in the Purchasing Office after the date and hour designated are non-responsive, automatically disqualified and will not be considered. PWCS is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-school mail system or delivery by any other means. It is the sole responsibility of the Bidder/Offeror to ensure that his/her bid/proposal reaches the Purchasing Office by the designated date and hour.

10. **MANDATORY USE OF PWCS FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official PWCS form provided for that purpose may be cause for rejection of the bid/proposal. Return of this complete solicitation document is required. Modification of or additions to the General and/or Special Terms and Conditions of this solicitation may be cause for rejection of the bid/proposal; however, the Supervisor of Purchasing reserves the right to decide, on a case by case basis, in his/her sole discretion, whether to reject such a bid/proposal as non-responsive. As a precondition to its acceptance, PWCS may, in its sole discretion, request that the Bidder/Offeror withdraw or modify non-responsive portions of a bid/proposal, which do not affect quality, quantity, price or delivery schedule.

11. **OFFICIAL NOT TO BENEFIT:**

11.1 Each Bidder/Offeror certifies by signing a bid/proposal that to the best of his/her knowledge no PWCS official or employee having official responsibility for the procurement transaction or member of his/her immediate family has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid/proposal or as soon thereafter, as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, recession of the contract, or recovery of the cost of the financial benefit from the contractor, recipient,

or both.

11.2 Whenever there is reason to believe that benefit of the sort described in the paragraph above has been or will be received in connection with the bid/proposal or contract and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, PWCS, as a prerequisite to payment pursuant to the Contractor, or at any time may require the contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

11.3 In the event the Bidder/Offeror has knowledge of benefits as outline above, this information should be submitted with the bid/proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract the Bidder/Offeror shall address the disclosure of such facts to: Supervisor of Purchasing, Prince William County Public Schools, P.O. Box 389, Manassas, VA 20108. The Invitation For Bid/Request for Proposal number shall be referenced in the disclosure.

12. **PRECEDENCE OF TERMS:** PWCS intends for the Contract Documents to be consistent and they shall be interpreted to be consistent if possible. If the Contract Documents conflict, however, the controlling provision will be the one which appears highest in the following list:

- The Notice of Award or Purchase Order/Contract (highest precedence),
- Addenda,
- Specifications and drawings,
- The signed bid/proposal submitted by the Contractor,
- Invitation for Bid/Request for Proposal,
- Any Special Terms and Conditions,
- These General Terms and Conditions (lowest precedence).

13. **QUALIFICATIONS OF BIDDERS/OFFERORS:** PWCS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to PWCS all such information and data for this purpose as may be requested. PWCS reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. PWCS further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Bidder/Offeror fails to satisfy PWCS that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated herein.

14. **TIE BID:** If all bids are for the same total amount or

unit price (including authorized discounts and delivery times), the PWCS Supervisor of Purchasing shall award the contract to the tie bidder providing goods produced in Virginia or goods, services or construction provided by Virginia persons, firms or corporations. If there are more than one such tie bid, then the PWCS Supervisor of Purchasing may, in his or her sole discretion, readvertise the solicitation, divide the contract among the bidders (if the solicitation provided for multiple awards), or award a contract by lot from among the responsive and responsible Virginia bidders. If there are no responsive and responsible Virginia bidders, then the PWCS Supervisor of Purchasing may, in his or her sole discretion, readvertise the solicitation, divide the contract among the bidders (if the solicitation provided for multiple awards), or award a contract by lot from among the responsive and responsible bidders. The decision of PWCS to make award to one or more such bidders shall be final.

15. **VENDOR REGISTRATION:** All vendors desiring to provide goods and/or services to PWCS shall register on-line at <http://purchasing.departments.pwcs.edu/>. Failure to register will result in the bid/proposal being non-responsive unless good cause is shown for the failure to register.
16. **WITHDRAWAL OF BIDS OR PROPOSALS:** A bid/proposal may be amended and/or withdrawn by a bidder or offeror if the request is received in writing before the due date and hour. The request must be signed by a person authorized to represent the vendor or firm that submitted the bid/proposal. Submission of a subsequent bid/proposal, unless specifically identified as an additional bid, shall constitute the withdrawal of any prior one submitted by the same bidder or offeror on the same Invitation for Bid/Request for Proposal.

Withdrawal of bids/proposals after opening is governed by Code of Virginia § 2.2-4330. The bidder/offeror shall give notice in writing of his/her claim of right to withdraw his/her bid/proposal within two business days after the conclusion of the bid opening or receipt of proposals procedure, and shall submit original work papers with such notice.

## SPECIFICATIONS

17. **QUESTIONS CONCERNING SPECIFICATIONS:** Any information relative to interpretation of specifications and drawings shall be requested of PWCS in writing, in ample time before the opening of bids. No inquiries if received by PWCS on or after the fifth day before the date set for the opening of bids will be given any consideration. Any material interpretation of a specification, as determined by PWCS, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than 4:30 p.m. local time on the third day before the date set for receipt of bids. Oral

answers will not be authoritative.

18. **TESTING AND INSPECTION:** PWCS reserves the right to conduct any test or inspection it may deem advisable to ensure products/services conform to the specification.
19. **USE OF BRAND NAMES:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders/Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which PWCS in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, color and suitability for the purpose intended, shall be accepted. The Bidder/Offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable PWCS to determine if the product offered meets the requirements of the solicitation. **ONLY THE INFORMATION FURNISHED WITH THE BID/PROPOSAL WILL BE CONSIDERED IN THE EVALUATION. FAILURE TO FURNISH ADEQUATE DATA FOR EVALUATION PURPOSES MAY RESULT IN DECLARING A BID/PROPOSAL NON-RESPONSIVE.** Unless the Bidder/Offeror clearly indicates in its bid/proposal that the product offered is an "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

## CONTRACT PROVISIONS

20. **ANTI-DISCRIMINATION:** By submitting their bid/proposal, the Bidder/Offeror certifies to PWCS that he/she will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and the Code of Virginia §2.2-4311. In every contract over \$10,000 the provisions in 20.1 and 20.2 below apply:

During the performance of this contract, the Contractor agrees as follows:

- 20.1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any 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.

- 20.2 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.

20.3 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.

20.4 The Contractor will include the provisions of 20.1, 20.2 and 20.3 above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

21. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to PWCS 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 goods or services purchased or acquired by PWCS under said contract.

22. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, including but not limited to the Virginia Public Procurement Act, and any litigation with respect thereto shall be brought in the courts of Prince William County, Virginia, except to the extent that Federal Court is appropriate. The Contractor shall comply with applicable federal, state and local laws and regulations, and be legally authorized to do business in the Commonwealth of Virginia.

23. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of PWCS.

24. **CHANGES TO THE CONTRACT:** PWCS may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to things such as services to be performed, the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give PWCS a credit for any resulting savings. Additionally, an increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

25. **CONTRACT DOCUMENTS/PURCHASE ORDERS:** The Contract entered into by the parties shall consist of the Invitation For Bid/Request for Proposal, the signed bid/proposal submitted by the Contractor, the Notice of Award or Purchase Order/Contract, these

General Terms and Conditions and any Special Terms and Conditions, and the listed specifications and drawings, if any, including all modifications thereof, all of which shall be referred to collectively as the Contract Documents. All time limits stated in the Contract Documents are of the essence of the Contract unless stated otherwise. Orders against contracts will be placed with the Contractor on a Purchase Order or Procurement Card.

26. **COOPERATIVE PURCHASING:** PWCS may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or Invitation for Bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

26.1 It is the Contractors responsibility to notify the public body(s) of the availability of the contract.

26.2 Each public body has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

26.3 PWCS shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

27. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees as follows:

27.1 Provide a drug-free workplace for the Contractor's employees.

27.2 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.

27.3 State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.

27.4 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.

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 this section, 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.

28. **GUARANTEES & WARRANTIES:** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to PWCS before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

29. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bid/proposal, Bidders/Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

30. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless PWCS, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against PWCS in consequence of the granting of a contract or which may otherwise result therefrom, if the act was caused through the negligent error, omission, or reckless or intentional misconduct (or, in the case of intellectual property rights, by any act done without proper permission) of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against PWCS in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless

and defend PWCS as herein provided.

31. **MODIFICATION OF CONTRACT:** PWCS may, upon mutual agreement with the Contractor, issue written modifications to the scope of work/specifications of this contract, and within the general scope thereof, except that no modifications can be made which will result in an increase of the original contract price by a cumulative amount of more than \$50,000 or 25%, whichever is greater, without the advance written approval of the Prince William County School Board. In making any modification, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods as selected by the Supervisor of Purchasing:

The written modification shall stipulate the mutually-agreed price for the specific addition to or deletion from the scope of work/specifications which shall be added to or deducted from the contract amount.

The written modification shall stipulate the number of unit quantities added to or deleted from the contract and multiplied by the unit price which shall be added to or deducted from the contract amount.

The written modification shall direct the Contractor to proceed with the work and to keep, and present in such form as PWCS may direct, a correct account of the cost of the change together with all vouchers therefore. The cost shall include an allowance for overhead and profit to be mutually agreed upon by PWCS and the Contractor.

32. **NON-DISCRIMINATION OF CONTRACTORS:** Any potential Bidder/Offeror, or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations are also protected from discrimination on the basis of religious character as provided below.

32.1 Faith-based organizations may enter into contracts with PWCS on the same basis as any other nongovernmental source may do so without impairing the religious character of such organization and without diminishing the religious freedom of the beneficiaries of assistance provided under such contracts.

32.2 PWCS shall not impose conditions on contracts that restrict the religious character of the faith-based organization, except that money paid to the faith-based organization by or on behalf of PWCS will not be spent for religious worship, instruction, or proselytizing.

32.3 Any faith-based organization awarded a contract by PWCS 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 PWCS.

32.4 Faith-based organizations retain the right to employ persons of a particular religion to perform work connected with the carrying on by such organization of its activities.

32.5 If an award of contract is made to a faith-based organization, and an individual who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, PWCS shall offer the individual, within a reasonable period of time after the date of objection, access to equivalent goods, services, or disbursement from an alternative provider.

32.6 Any faith-based organization that is awarded a contract to provide goods, services, or disbursements to individuals shall also provide to such individuals a notice in bold face type that states: "Neither the public body's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider.

33. **PRICE REDUCTION:** If at any time after the date of the bid/proposal the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for

the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify PWCS of such reduction by letter. **FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT FOR CAUSE.** Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by PWCS.

34. **SMALL AND MINORITY BUSINESS ENTERPRISES:**

It is PWCS intent to undertake every effort to increase opportunity for utilization of small and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with the performance of this contract, the Contractor agrees to use their best effort to carry out this intent and ensure that Small and Minority Businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract. Contractors may rely on oral or written representation by subcontractors regarding their status as small and/or minority business enterprises in lieu of an independent investigation.

35. **TERMINATION FOR CAUSE/DEFAULT:** In case of failure to deliver goods or provide services in accordance with the contract terms and conditions, PWCS, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which PWCS may have. Specifically:

35.1 If, through any cause, the Contractor fails to fulfill in a timely and proper manner their obligations under the contract, or if the Contractor violates any of the covenants, agreements, or stipulations of the contract, PWCS shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall at the option of PWCS, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

35.2 Notwithstanding the above, the Contractor shall not be relieved of liability to PWCS for damages sustained by PWCS by virtue of any

breach of contract by the Contractor. PWCS may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to PWCS from the Contractor is determined.

36. **TERMINATION FOR CONVENIENCE:** PWCS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Supervisor of Purchasing determines that such a termination is in the best interest of PWCS. Any such termination shall be effected by delivery to the Contractor, at least ten (10) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the Contractor must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination 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 termination. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

37. **VIRGINIA FREEDOM OF INFORMATION ACT:** Except as provided herein, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Any inspection of procurement transaction records under this provision shall be subject to reasonable restrictions to ensure the security and integrity of the records.

37.1 Cost estimates relating to a proposed transaction prepared by or for a public body shall not be open to public inspection.

37.2 Any Bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening/receipt of all bids, but prior to award, except in the event that PWCS decides not to accept any of the bids and to re-solicit. Otherwise, bid records shall be open to public inspection only after award of the contract.

37.3 Bids and proposal records shall be open to the public only after award.

37.4 Any offeror who responds to an RFP shall be afforded the opportunity to inspect proposal records upon request within a reasonable time after the evaluation and negotiation of proposals are complete but prior to award, except in the event PWCS decides not to accept any of the proposals and to resolicit.

37.5 Trade secrets or proprietary information submitted by any bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application shall not be subject to public disclosure under the Virginia Freedom of Information Act if the bidder, offeror, or Contractor invokes the protection of Code of Virginia section 2.2-4342 F. in writing prior to or upon submission of the data or other materials, identifies the data or other materials to be protected, and states the reasons why protection is necessary.

37.6 Nothing contained in this section shall be construed to require PWCS to furnish a statement of the reason(s) why a particular bid/offer was not deemed to be the most advantageous to PWCS.

#### **DELIVERY/PAYMENT PROVISIONS**

38. **POINT OF DESTINATION:** All materials shipped to PWCS must be shipped FOB DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

39. **INVOICES:** Invoices for goods and/or services ordered, delivered and accepted shall be submitted in duplicate by the Contractor(s) directly to the payment address shown on the purchase order/contract. **All invoices shall reference said purchase order/contract number and shall be in the same legal name of the Contractor as indicated on the Contract.**

40. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by Section 1261 of Title 15 of the United States Code (U.S.C.), then the Bidder/Offeror, by submitting his/her bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the Bidder/Offeror does not violate any of the prohibitions of Title 15 of the U.S.C. or Section 1263.

41. **MATERIAL SAFETY DATA SHEETS:** Material and Safety Data Sheets shall be provided in English, and if available, Spanish within two (2) business days upon request for each chemical and/or compound offered. Failure on the part of the Contractor to submit such data sheets may be cause for declaring the Contractor in default.

42. **PAYMENT TERMS:** Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. However, this shall not affect offers of discounts for payment in less than 30 days.

**43. PAYMENT TO SUBCONTRACTORS:**

43.1 A Contractor awarded a contract under this solicitation is hereby obligated to:

43.1.1 Pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from PWCS for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

43.1.2 Notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason for such.

43.2 Unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent per month on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from PWCS except for amounts withheld as stated in the paragraph above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. This obligation to pay interest is not an obligation of PWCS, and no contract modification will be made for the purpose of providing reimbursement of the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

43.3 The provisions of 44.1 through 44.3 apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of PWCS or any participating jurisdiction.

44. **TAX EXEMPTION:** PWCS is exempt from the payment of federal excise or Virginia Sales and Use Tax. The bid/proposal price must be net, exclusive of taxes. When under established trade practice, any federal excise tax is included in the list price, the Bidder/Offeror may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by PWCS. PWCS Federal Excise Tax Exemption number is 54-6001533. A copy of PWCS Sales and Use Tax Certificate Exemption is posted on the PWCS Web site at <http://purchasing.departments.pwcs.edu/>.

45. **TRANSPORTATION AND PACKAGING:** By submitting their bids/proposals, all bidders/offers certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise

specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

**BIDDER/CONTRACTOR REMEDIES**

46. **ACCEPTANCE OF BIDS/OFFERS BINDING 90 DAYS:** Unless otherwise specified in the IFB or RFP, all formal bids/offers submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties. Additionally, PWCS may purchase additional quantities at the original firm fixed delivered unit prices for (90) ninety days after date of award.

47. **AWARD OR REJECTION OF BIDS/OFFERS:** The Supervisor of Purchasing shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of PWCS to accept it. Awards made in response to an RFP will be made to the highest qualified offeror whose proposal is determined in writing to be the most advantageous to PWCS taking into consideration the evaluation factors set forth in the RFP. The Supervisor of Purchasing reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of PWCS. Award may be made to as many bidders/ offerors as deemed necessary to fulfill the anticipated requirements of PWCS. The Supervisor of Purchasing also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;

- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of the conditions attached to the bid;
- j. Whether the bidder is in arrears to PWCS on debt or contract or is a defaulter on surety to PWCS or whether the bidder's PWC taxes or assessments are delinquent; and
- k. Such other information as may be secured by PWCS Supervisor of Purchasing having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the PWCS Supervisor of Purchasing shall so notify that bidder and shall have recorded the reasons in the contract file.

48. **CONTRACTUAL DISPUTES:** Any dispute concerning a question of act including claims for money or other relief as a result of a contract with PWCS which is not disposed of by agreement shall be declared by the Supervisor of Purchasing, who shall reduce a decision to writing and mail or otherwise forward a copy thereof to the Contractor within ten (10) days. The decision of the Supervisor of Purchasing shall be final and conclusive unless the Contractor appeals within ten (10) days of receipt of the written decision. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, as a condition precedent to consideration of the claim, the Contractor must give written notice of the intention to file such a claim at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment.

49. **DELIVERY/SERVICE FAILURES:** Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by PWCS, or failure to make replacements or corrections of rejected articles or services when so requested, immediately or as directed by PWCS, shall constitute grounds for PWCS to "Cover" by purchasing in the open market articles or services of comparable grade or quality to replace the services or articles rejected or not delivered. On all such purchases, the Contractor shall reimburse PWCS, within a reasonable time

specified by PWCS, for any expense incurred in excess of contract prices, or, in PWCS's sole discretion, PWCS shall deduct the cost of Cover from any amounts due to Contractor. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, PWCS reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by PWCS.

50. **EXHAUSTION OF ADMINISTRATIVE REMEDIES:** No potential Bidder/Offeror or Contractor shall institute any legal action until all administrative remedies available under this solicitation and resulting contract have been exhausted and until all statutory requirements have been met.

51. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder may protest the award or decision to award a contract by submitting a protest in writing to the Bid Protest Officer no later than ten (10) calendar days after public notice of the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten (10) calendar days after posting or publication of the notice of such contract. The written protest shall include the basis for the protest and the relief sought. The Bid Protest Officer shall issue a decision in writing within ten (10) calendar days of the receipt of the protest stating the reasons for the action taken. Any offeror may protest the award or decision to award a contract by submitting a protest in writing to PWCS, or an official designated by PWCS, no later than ten (10) calendar days after the award or the announcement of the decision to award, whichever occurs first.

51.1 If prior to award it is determined that the decision to award is arbitrary or capricious then the sole relief shall be a finding to that effect. The Supervisor of Purchasing shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by PWCS. Where the award has been made and performance has begun, the Supervisor of Purchasing may declare the contract void upon a finding that this action is in the best interest of PWCS. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.



51.2 Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this paragraph shall not be affected by the fact that a protest or appeal has been filed.

51.3 An award need not be delayed for the period allowed a Bidder/Offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

52. **RESPONSIBILITY FOR SUPPLIES**

**TENDERED:** Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, PWCS may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

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**Drug and Alcohol Collection, Testing and Medical Review Officer (MRO) Services**  
**PWCS Contract # R-SF-16038**

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Prince William County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

*This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.*

**IN WITNESS THEREOF**, the parties have caused this Contract to be executed by the following duly authorized officials:

**CONTRACTOR:**

**PURCHASING AGENCY:**

  
\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Authorized Signature

Michael C. Wrobel

Jim Totty, CPPO, C.P.M.

Type Name

Type Name

Vice President

Supervisor of Purchasing

Title

Title

12-27-2016

12/27/16

Date

Date

michael.wrobel@fd-at.com

E-Mail

703-483-8929

Telephone



**ADDENDUM #1**

**Addendum Issue Date: August 5, 2016**

**REFERENCE: Request for Proposal Number: R-SF-16038**  
**Title: Drug & Alcohol Collection, Testing & Medical Review Officer Services**  
**RFP Issue Date: July 13, 2016**  
**Sealed Proposal Due Date: August 18, 2016**

*A signed acknowledgment of this addendum must be received by the Purchasing Office either prior to the Proposal due date and hour specified, or attached to the RFP. Signature on this addendum does not constitute the Offeror's signature on the original proposal document. The original proposal document shall also be signed.*

*All Offerors shall be advised of the following clarifications, changes/additions in the referenced solicitation.*

1. **REPLACE:** Page, 25, Attachment B, **Replace with Revised Pricing Evaluation, dated August 4, 2016, attached.** UNIT PRICING SHALL BE ALL INCLUSIVE. PROPOSED UNIT COSTS SHALL BE FOR PROVIDING COMPLETE SERVICES; INCLUDING COLLECTION, ANALYSIS, MRO SERVICES, RECORDS MAINTENANCE, TRAVEL/MILEAGE, HOURLY RATES, OVERHEAD, MISC. SUPPORT SERVICES, ETC. EXTRA CHARGES WILL NOT BE ALLOWED.

2. Question. "Section, Background, we would request that PWCS review the approximate numbers listed as we feel that the drug testing numbers may be too low."

*Answer: Page 4, Section 2. Background, last sentence states: "These numbers represent estimated usage and should not be considered guaranteed quantities."*

3. Question: "Section, 5.1.13; In order to keep the per specimen cost down would PWCS consider adding a line item for Program Management in order to meet the need for services outside the scope of collections/testing?"

*Answer: Yes, PWCS will consider. Offeror shall clearly identify and include any additional task (i.e. proposal pricing) to your proposal submittal in Tab 2, Section, 8.13.2.2. Project Methodology and Approach (Tab 2). Refer to RFP, page 11, item "h). Offeror shall include in the proposal a description of any significant task not listed in the Statement of Needs which they know to be necessary for services to be performed."*

4. Question. "Section, 5.2.2.3.1; HHS Mandatory Guidelines for Workplace Testing mandates a 5-panel for DOT regulated testing. Recommend changing this section to reflect correct panel as well as correcting the Price Evaluation."

*Answer: While this is a minimum requirement for DOT workplace testing, PWCS will establish a 10-panel test. Offerors may submit a 5 panel pricing in Section 8.13.2.2. Project Methodology and Approach (Tab 2). Refer to RFP, page 11, item "h). Offeror shall include in the proposal a description of any significant task not listed in the Statement of Needs which they know to be necessary for services to be performed."*

5. Question. Attachment J; Is Regulation 504-2 the most current policy being used by PWCS?

*Answer: Yes, this is the current Regulation. Regulation 504-2, Drug and Alcohol Testing. This regulation will be amended in the future, and the Contractor shall comply with all updated versions of applicable laws, county, state, federal and PWCS rules and regulations.*

**PURCHASING OFFICE**

Addendum #1

- 6. Question. Attachment B; When comparing the Current Master Agreement with the Price Evaluation we noticed that the Price Evaluation does not include a line item for Emergency Testing. Will PWCS consider adding a line item for Emergency Testing?

Answer: Yes, see Revised Pricing Evaluation form, Attachment B, dated August 4, 2016.

- 7. Question. Attachment B; Item 15 states Travel Time but references mileage. Are we to provide an hourly rate for the actual time to a collection site or should this read Travel Mileage to PWCS Sites?

Answer: Pricing Evaluation form has been replaced and travel time line item removed. New Pricing Evaluation form, Attachment B, dated August 4, 2016. A new line item has been included for Emergency/Reasonable Suspicion Testing or Specific Testing outside of a monthly, random selection. UNIT PRICING SHALL BE ALL INCLUSIVE. PROPOSED UNIT COSTS SHALL BE FOR PROVIDING COMPLETE SERVICES; INCLUDING COLLECTION, ANALYSIS, MRO SERVICES, RECORDS MAINTENANCE, TRAVEL/MILEAGE, HOURLY RATES, OVERHEAD, MISC. SUPPORT SERVICES, ETC. EXTRA CHARGES WILL NOT BE ALLOWED.

- 8. Question. Previous proposals have included the Metropolitan Washington Council of Governments Rider Clause however is not included as an attachment here. Is this an oversight or will the resulting contract not be eligible?

Answer: The cooperative procurement language is included in Attachment A, General Terms and Conditions, Item 26.

- 9. Question: Where should I include, as identified on the Pricing Evaluation form, Attachment B, the detailed description of Litigation/Expert Witness Services and Supervisor and Employee Training Services offered including proposed costs for said services:

Answer: Include the detailed description for the Litigation/Expert Witness Services and the Supervisor and Employee Training Services in Tab 2, Section, 8.13.2.2. Project Methodology and Approach. Refer to RFP, page 11, item h.

ALL OTHER SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED.

**A signed acknowledgment of this addendum must be received by the Purchasing Office either prior to the Proposal due date and hour specified, or attached to the RFP. Signature on this addendum does not constitute the Offeror's signature on the original proposal document. The original proposal document shall also be signed.**

Sheila D. Farmer, CPPB  
Senior Buyer



**ACKNOWLEDGMENT: RFP No. R-SF-16038, Addendum #1**

**Drug & Alcohol Collection, Testing & Medical Review Officer Services**

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
E-mail

ATTACHMENT: Pricing Evaluation – Attachment B (Revised)

**REVISED - PRICING EVALUATION (August 4, 2016)**

**ATTACHMENT B**

**PRICING EVALUATION** The Offeror shall submit proposed costs for the services being offered. Itemized costs shall be in the form of firm-fixed delivered unit prices. **No extra charges shall be allowed** in accordance with the Statement of Needs, General and Special Terms and Conditions identified herein.

**UNIT PRICING SHALL BE ALL INCLUSIVE. PROPOSED UNIT COSTS SHALL BE FOR PROVIDING COMPLETE SERVICES; INCLUDING COLLECTION, ANALYSIS, MRO SERVICES, RECORDS MAINTENANCE, TRAVEL/MILEAGE, HOURLY RATES, OVERHEAD, MISC. SUPPORT SERVICES, ETC. EXTRA CHARGES WILL NOT BE ALLOWED.**

<b>Proposed Costs R-SF-16038</b>				
<b>Item #</b>	<b>Item</b>	<b>Collection Location</b>	<b>Unit</b>	<b>Unit Cost</b>
<b>DOT Testing:</b>				
1	DOT NIDA 10 Panel	On-site PWCS' Site	Each	
2	DOT NIDA 10 Panel	Contractor's Site	Each	
3	DOT Breath Alcohol Test, Confirmation	On-site PWCS' Site	Each	
4	DOT Breath Alcohol Test, Confirmation	Contractor's Site	Each	
<b>Non-DOT Testing:</b>				
5	Non-NIDA 10 Panel	On-site PWCS' Site	Each	
6	Non-NIDA 10 Panel	Contractor's Location	Each	
7	Non-DOT Breath Alcohol Test, Screening	On-site PWCS' Site	Each	
8	Non-DOT Breath Alcohol Test, Screening	Contractor's Site	Each	
<b>Other Collection/Testing Related Services:</b>				
9	Random Selection	N/A	Per Month/ Per Pool	
10	Retest of Split Specimen, including MRO Review of Results (Distinguish between PWCS request and employee request for split specimen. Offeror shall furnish methodology for collection of feed should the employee request the split specimen)	N/A	Each	
11	Medical Examination of Employee Unable to Produce a Specimen, including MRO Review of Results	N/A	Each	
12	Wait Time**	On-Site PWCS' Site	Each	
13	Emergency/Reasonable Suspicion Testing or Specific Testing outside of a monthly, random selection.	On-Site PWCS' Site	Each	
14	Litigation/Expert Witness Services	Offeror shall submit a detailed description of Litigation/Expert Witness services offered, including proposed costs for said services.		
15	Supervisor and Employee Training Services	Offeror shall submit a detailed description of Supervisor and Employee Training services offered, including proposed costs for said services.		

\* PWCS' sites are identified in Section 5.1.10, and Attachment D.

\*\* Wait time is defined as time the collector is requested, by PWCS, to wait for a late employee, an employee that is having difficulty producing a specimen, etc. All wait time must be pre-authorized by the PWCS' Technical Point of Contact. In addition, wait time of less than one (1) hour shall be computed on a pro rata basis to the nearest quarter (.25) hour. Contractor shall not be compensated for unauthorized wait time charges.

I will accept single use credit card for payment: Yes  No

Printed Offeror/Company Name: \_\_\_\_\_



# Prince William County

PUBLIC SCHOOLS

Providing A World-Class Education

## ADDENDUM #2

Addendum Issue Date: August 8, 2016

**REFERENCE:** Request for Proposal Number: R-SF-16038  
**Title:** Drug & Alcohol Collection, Testing & Medical Review Officer Services  
**RFP Issue Date:** July 13, 2016  
**Sealed Proposal Due Date:** August 18, 2016

*A signed acknowledgment of this addendum must be received by the Purchasing Office either prior to the Proposal due date and hour specified, or attached to the RFP. Signature on this addendum does not constitute the Offeror's signature on the original proposal document. The original proposal document shall also be signed.*

*All Offerors shall be advised of the following clarifications, changes/additions in the referenced solicitation.*

1. **REPLACE:** Page, 25, Attachment B, **Replace with Revised Pricing Evaluation, dated August 8, 2016, attached.** UNIT PRICING SHALL BE ALL INCLUSIVE. PROPOSED UNIT COSTS SHALL BE FOR PROVIDING COMPLETE SERVICES; INCLUDING COLLECTION, ANALYSIS, MRO SERVICES, RECORDS MAINTENANCE, TRAVEL/MILEAGE, HOURLY RATES, OVERHEAD, MISC. SUPPORT SERVICES, ETC. EXTRA CHARGES WILL NOT BE ALLOWED.
  - a) Change to Pricing Evaluation: HHS Mandatory Guidelines for Workplace Testing mandates a 5-panel for DOT regulated testing. Change to line 1, 2, 5, and 6 of Pricing Evaluation form, see attached.

ALL OTHER SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED.

**A signed acknowledgment of this addendum must be received by the Purchasing Office either prior to the Proposal due date and hour specified, or attached to the RFP. Signature on this addendum does not constitute the Offeror's signature on the original proposal document. The original proposal document shall also be signed.**

Sheila D. Farmer, CPPB  
Senior Buyer

.....  
**ACKNOWLEDGMENT: RFP No. R-SF-16038, Addendum #2**

**Drug & Alcohol Collection, Testing & Medical Review Officer Services**

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
E-mail

ATTACHMENT: Pricing Evaluation – Attachment B (Revised)

**PURCHASING OFFICE**

**REVISED - PRICING EVALUATION (August 8, 2016)**

**ATTACHMENT B**

**PRICING EVALUATION** The Offeror shall submit proposed costs for the services being offered. Itemized costs shall be in the form of firm-fixed delivered unit prices. **No extra charges shall be allowed** in accordance with the Statement of Needs, General and Special Terms and Conditions identified herein.

**UNIT PRICING SHALL BE ALL INCLUSIVE. PROPOSED UNIT COSTS SHALL BE FOR PROVIDING COMPLETE SERVICES; INCLUDING COLLECTION, ANALYSIS, MRO SERVICES, RECORDS MAINTENANCE, TRAVEL/MILEAGE, HOURLY RATES, OVERHEAD, MISC. SUPPORT SERVICES, ETC. EXTRA CHARGES WILL NOT BE ALLOWED.**

<b>Proposed Costs R-SF-16038 (Addendum No. 2, dated August 8, 2016)</b>				
<b>Item #</b>	<b>Item</b>	<b>Collection Location</b>	<b>Unit</b>	<b>Unit Cost</b>
<b>DOT Testing:</b>				
1	DOT NIDA 5 Panel	On-site PWCS' Site	Each	
2	DOT NIDA 5 Panel	Contractor's Site	Each	
3	DOT Breath Alcohol Test, Confirmation	On-site PWCS' Site	Each	
4	DOT Breath Alcohol Test, Confirmation	Contractor's Site	Each	
<b>Non-DOT Testing:</b>				
5	Non-DOT 10 Panel	On-site PWCS' Site	Each	
6	Non-DOT 10 Panel	Contractor's Location	Each	
7	Non-DOT Breath Alcohol Test, Screening	On-site PWCS' Site	Each	
8	Non-DOT Breath Alcohol Test, Screening	Contractor's Site	Each	
<b>Other Collection/Testing Related Services:</b>				
9	Random Selection	N/A	Per Month/ Per Pool	
10	Retest of Split Specimen, including MRO Review of Results (Distinguish between PWCS request and employee request for split specimen. Offeror shall furnish methodology for collection of feed should the employee request the split specimen)	N/A	Each	
11	Medical Examination of Employee Unable to Produce a Specimen, including MRO Review of Results	N/A	Each	
12	Wait Time**	On-Site PWCS' Site	Each	
13	Emergency/Reasonable Suspicion Testing or Specific Testing outside of a monthly, random selection.	On-Site PWCS' Site	Each	
14	Litigation/Expert Witness Services	Offeror shall submit a detailed description of Litigation/Expert Witness services offered, including proposed costs for said services.		
15	Supervisor and Employee Training Services	Offeror shall submit a detailed description of Supervisor and Employee Training services offered, including proposed costs for said services.		

\* PWCS' sites are identified in Section 5.1.10, and Attachment D.

\*\* Wait time is defined as time the collector is requested, by PWCS, to wait for a late employee, an employee that is having difficulty producing a specimen, etc. All wait time must be pre-authorized by the PWCS' Technical Point of Contact. In addition, wait time of less than one (1) hour shall be computed on a pro rata basis to the nearest quarter (.25) hour. Contractor shall not be compensated for unauthorized wait time charges.

I will accept single use credit card for payment: Yes , No

Printed Offeror/Company Name: \_\_\_\_\_



**REQUEST FOR PROPOSAL**

**ISSUE DATE: July 13, 2016**

**RFP #: R-SF-16038**

**TITLE: Drug & Alcohol Collection, Testing & Medical Review Officer Services**

Sealed proposals must be received and time stamped in **prior to 2:00 PM, August 18, 2016**. Offerors are responsible for ensuring that the Purchasing Office receives their proposal submission by the deadline indicated. The time a proposal is received shall be determined by the time stamped by the time clock in the Purchasing Office. **Proposals received after the stated due date and time shall not be considered.**

**A Pre-proposal Conference** will **NOT** be held for this procurement.

**All questions/requests for information must be submitted in writing, addressed to:** Prince William County Schools Purchasing Office, ATTN: RFP No. R-SF-16038, 14715 Bristow Road, Manassas, VA 20112 and to be assured consideration, must be received prior to **4:00 PM, July 21, 2016**. Questions may be submitted by fax to (703) 791-8610, or email to **Sheila D. Farmer, CPPB, Senior Buyer** (farmersd@pwcs.edu). After reviewing any questions/requests submitted, the PWCS Purchasing Office will issue an addendum to respond to items it deems necessary. Changes to this RFP will be made only by written addendum issued by the PWCS Purchasing Office.

**PROPOSALS MAILED SHALL BE SENT DIRECTLY TO:**

Prince William County Public Schools  
 Attn: Purchasing Office  
 Financial Services/Purchasing Room #1500  
 RFP #R-SF-16038  
 P.O. Box 389  
 Manassas, VA 20108

**PROPOSALS HAND DELIVERED AND/OR EXPRESS COURIER SERVICES SHALL BE DELIVERED TO:**

Prince William County Public Schools  
 Attn: Purchasing Office  
 RFP #R-SF-16038  
 14715 Bristow Road  
 Manassas, VA 20112  
 Attn: Financial Services/Purchasing Room #1500

Addendum No. \_\_\_ Date: \_\_\_\_\_ Addendum No. \_\_\_ Date: \_\_\_\_\_ Addendum No. \_\_\_ Date: \_\_\_\_\_

**Information the Offerors deems proprietary is to be included in the proposal in the separate section of the proposal identified and included in (TAB 7) of the proposal response. See Proposal Submission Requirements, Section 8.11, in this RFP for additional information.**

**Proprietary Information Enclosed: \_\_\_\_\_ YES \_\_\_\_\_ NO**

**All proposed exceptions to this RFP, and any proposed changes to the contract documents or terms and conditions, are to be included in (TAB 8) of the proposal response. See Proposal Submission Requirements Section 8.12, in this RFP for additional information.**

**Proposed Exceptions to the RFP: \_\_\_\_\_ YES \_\_\_\_\_ NO**



**REQUEST FOR PROPOSALS TITLE PAGE - TWO**

In compliance with this RFP and all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this RFP. Sign in blue ink and type or print requested information.

My signature certifies that this firm or individual has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to PWCS, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to PWCS, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with PWCS. **My signature confirms that I have read and understand the General Terms and Conditions are a part of any negotiated contract.**

**STATE CORPORATION COMMISSION (SCC) IDENTIFICATION NUMBER**

Under paragraph 18 of the General Terms and Conditions, the Offeror agrees, if this proposal is accepted by PWCS, for such services and/or items, that the Offeror has met the requirements of the Virginia Public Procurement Act (VPPA) § 2.2-4311.2. Any falsification or misrepresentation contained in the statement submitted by Offeror pursuant to Title 13.1 or Title 50 may be cause for debarment by PWCS.

Offeror shall complete the following by checking the appropriate line that applies and provide the required information. Offerors failing to provide the required information indicated below will result in having their proposal not considered for evaluation.

- 1. \_\_\_\_ Offeror is a Virginia business entity organized and authorized to transact business in the Commonwealth of Virginia by the State Corporation Commission (SCC). The Offeror’s current valid identification number issued by the SCC is \_\_\_\_\_. ***(The SCC number is NOT your federal tax identification number). -OR-***
- 2. \_\_\_\_ Offeror is a sole proprietor and no SCC number is required. **-OR-**
- 3. \_\_\_\_ Offeror 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. This does not account for any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts. It also, does not account for any incidental presence of the Offeror 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 the Offeror’s out-of-state location. **Offeror is required to include with this proposal documentation from their legal counsel which accurately and completely states why the Offeror is not required to be so authorized within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. -OR-**
- 4. \_\_\_\_ Offeror currently has pending before the SCC **an application that was submitted prior to the due date and time of this solicitation** for authority to transact business in the Commonwealth of Virginia and seeks consideration for a waiver to allow the submission of the SCC identification number after the due date for proposals (*PWCS reserves the right to determine in its sole discretion whether to allow such waiver.*)

**THIS PROPOSAL IS SUBMITTED BY:**

Full Legal Name of Offeror: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remittance Address (If Different): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Tax Identification (FIN/SSN#): \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Person signing must be authorized to bind the Offeror in contractual matters)

Date: \_\_\_\_\_

**INCLUDE PAGES 1 AND 2 OF THIS RFP AS THE FIRST 2 PAGES OF YOUR PROPOSAL RESPONSE**

**TITLE: Drug & Alcohol Collection, Testing & Medical Review Officer Services**

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**TITLE: Drug & Alcohol Collection, Testing & Medical Review Officer Services**

1. **PURPOSE:**

The Purpose and Intent of this Request for Proposal (RFP) is to solicit sealed proposals from licensed, qualified source(s) to establish a firm fixed contract through competitive negotiations to provide, on-site, to PWCS locations, as needed, employment related, full service Drug and Alcohol Collection, Testing and Medical Review Officer Services (MRO) to PWCS, in accordance with the statement of needs, terms and conditions stated herein.

2. **BACKGROUND**

Prince William County Public Schools is located 35 miles southwest of Washington D.C. and 80 miles north of Richmond, Virginia. The county encompasses 348 square miles and stretches from the Potomac River to the Bull Run Mountains.

PWCS enrollment on September 30, 2015 was 87,253 pupils, making it the second largest of 138 school divisions in the Commonwealth of Virginia. The school division is growing at a rate of more than 1,000 students per year. There are currently 59 elementary schools, 16 middle schools, 12 high schools, 3 special education schools, 2 alternative education schools and 3 combined schools.

PWCS currently has approximately 10,000 employees. Drug and alcohol testing program will include, but is not limited to, pre-employment, post-accident, reasonable suspicion, random, return to work and follow-up testing. Based upon historical requirements, the approximate number of drug and alcohol tests conducted annually by PWCS are:

- a. Alcohol Tests @ PWCS' Site – 95
- b. Drug Tests @ PWCS' Site - 175
- c. Alcohol Tests @ Contractor's Site – 0
- d. Drug Tests @ Contractor's Site - 0
- e. Split Specimen Retest – 3
- f. Reasonable Suspicion Tests @ PWCS' Site - 6

These numbers represent estimated usage and should not be considered guaranteed quantities

3. **SCOPE OF THE CONTRACT:** This is a “**Requirements**” contract to provide a ready source to provide on-site employment related, full service Drug and Alcohol Collection, Testing and MRO Services on an “as needed” basis for PWCS.

4. **CONTRACT ADMINISTRATORS/TECHNICAL POINTS OF CONTACT:**

The following employees of PWCS are identified to use all powers under the contract to enforce its faithful performance:

4.1. **CONTRACT ADMINISTRATOR:** As the Contract Administrator, the following individual, or his designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

Mrs. Sheila D. Farmer, CPPB, Senior Buyer, 703.791.8888, farmersd@pwcs.edu

4.2. **TECHNICAL POINTS OF CONTACT:** The following individual, or his/her designee, shall work directly with the Contractor in scheduling, coordinating work, and providing general direction under the resulting contract:

Julie Vuillemot, Coordinator Classified Personnel, 703.791.8733  
Patricia Vance, Coordinator of Safety and Training, Transportation Services, 571.402.3863

5. **STATEMENT OF NEEDS:** The successful Contractor(s) shall provide any and all supervision, labor, materials, equipment, documentation, training, technical support and supplies necessary to provide full service Drug and Alcohol Collection, Testing and MRO Services to PWCS. Services shall include, but are not limited to, generating random schedules, performing breath alcohol tests, collecting urine specimens, transporting specimens to a certified laboratory, performing laboratory tests for the detection of controlled substances, complying with chain of custody requirements, reporting test results, providing MRO services, providing training to PWCS' employees, and providing expert witness services during court proceedings and disciplinary/dismissal hearings conducted by PWCS.

Services to be provided on an "as needed basis" in accordance with the following minimum specifications, performance requirements, and all the terms and conditions herein. The Offeror is required to meet each of the recommended requirements listed below.

5.1. Minimum Requirements:

- 5.1.1. Contractor shall comply with all federal, state, local and PWCS' rules and regulations that pertain to Drug and Alcohol Collection, Testing and MRO Services, to include, but not limited to the minimum requirements set forth in 49 CFR Part 40, "Procedures for Transportation Workplace Drug Testing Programs"; 49 CFR Part 382 "Controlled Substance and Alcohol Use and Testing": and, the guidelines set forth in Federal Register Vol. 173, No. 228 "Mandatory Guidelines for Federal Workplace Testing Programs", including any amended notices. Offeror shall provide detailed information describing the policies and procedures the offeror employs to meet the aforementioned rules, regulations, procedures, etc. PWCS regulation 504-2, Drug and Alcohol Testing is attached, ATTACHMENT J.
- 5.1.2. Contractor shall comply with all federal, state and local laws governing and regulating the operations of clinical laboratories. **Offeror shall provided proof of laboratory accreditation from the College of American Pathologists (CAP), Clinical Laboratory Accreditation and Education (COLA), or the Joint Commission on Accreditation of Healthcare Organization (JCAHO) and proof of Clinical Laboratory Improvement Amendments (CLIA) Certificate of Compliance or a Certificate of Accreditation with the proposal.**
- 5.1.3. Contractor shall be certified by the U.S. Department of Health and Human Services (HHS) Substance Abuse and Mental Health Services Administration (SAMHSA) to meet the standards of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs". Contractor shall maintain said certification throughout the duration of the contract. **Offeror shall provide copies of certification documents with the proposal.**
- 5.1.4. Contractor's laboratory shall be certified by HHS under the National Laboratory Certification Program (NLCP) for all testing required by 49 CFR Part 40 and Part 382. **Offeror shall provide copies of certification documents with the proposal.**
- 5.1.5. Contractor shall comply with all federal, state and local laws governing and regulating MRO services. **Offeror shall provide proof/documentation that all medical review officer services shall be provided by a properly licensed and certified physician and shall comply with SAMHSA guidelines.**

**IMPORTANT: For one company to provide all services, the company must be able to show a clear separation between the MRO and the collection and laboratory services.**

- 5.1.6. Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) and all other county, state, federal and PWCS rules and regulations that pertain to the privacy and security of medical information. Contractor shall implement and maintain appropriate safeguards to ensure confidentiality of records by limiting access to authorized individuals.

- 5.1.7. Contractor shall communicate all test results via secure FAX, secure email, and/or secure web-site to the MRO and to the PWCS' Technical Points of Contact, as appropriate. PWCS Technical Points of Contact shall be notified of positive drug test results within 24 hours after sample collection has occurred. PWCS Technical Points of Contact shall be notified of positive alcohol test results immediately upon confirmation of positive result. In addition, Contractor shall notify the PWCS' Technical Points of Contact should he/she suspect that an employee may have tampered with the provided specimen.
- 5.1.8. Contractor shall provide all information, records and data required to be maintained by PWCS relative to the drug and alcohol testing program as identified in 49 CFR Part 40.333.
- 5.1.9. Contractor shall have the capabilities to provide drug and alcohol collections and testing services twenty-four (24) hours per day, seven (7) days per week.
- 5.1.10. PWCS currently has 5 collection sites for PWCS Department of Transportation (DOT) specimen collection and desires to expand to all PWCS locations as identified in Attachment D, and future PWCS locations. The current locations are noted below.
1. Brentsville Transportation Center, 12153 Hooe Road, Bristow, VA
  2. Central Transportation Center, 14855 Dumfries Road, Manassas, VA
  3. Independent Hill Transportation Center, 14800 Joplin Road, Manassas, VA
  4. McCuin Transportation Center, 7900 Piney Branch Lane, Bristow, VA
  5. Potomac Transportation Center, 3435 Panther Pride Drive, Dumfries, VA
- 5.1.10.1. In addition, Contractor shall also provide collection services outside of the local area, within eight (8) hours of notification by PWCS that collection services are needed. The local area is defined as a corridor fifty (50) miles either side of Interstate 95 between Baltimore, Maryland and Richmond, Virginia.
- 5.1.10.2. Collection services shall be completed within 45 minutes from the time the employee arrives for the testing.
- 5.1.11. In addition to day shift on-site random collections, Contractor shall be required to perform on-site random collections during the evening shift to accommodate evening shift personnel. **Offeror shall indicate in the proposal any "minimum number of collections" requirements for each on-site random collection session. If there is no "minimum number of collections" required, Offeror shall indicate such in the proposal response.**
- 5.1.12. Contractor shall provide supervisor training and employee educational materials as required by 49 CFR Part 382. **Web-based/electronic training is preferred; however, live training will be considered.**
- 5.1.13. Contractor shall coordinate and supervise all professional aspects of the alcohol and drug testing program in cooperation with the appropriate PWCS' Technical Point of Contact or his/her designee.
- 5.1.14. **Explain if you are able to provide web-based reporting and/or training. If yes, Offeror's proposing web-based reporting and/or training services shall submit a completed Application Service Provider (ASP) Form (ATTACHMENT G) with his/her proposal.**

5.2. MINIMUM REQUIREMENTS SPECIFIC TO DRUG AND ALCOHOL COLLECTION AND TESTING:

- 5.2.1. Contractor shall conduct random, pre-employment, post-accident, reasonable suspicion, return to work and follow up drug and alcohol collection and testing services in accordance with all federal, state, local laws and PWCS requirements, guidelines, regulations and procedures as identified in Section 5.1.1. through 5.1.14. above.

- 5.2.2. Contractor shall provide and manage a full-service drug and alcohol testing program. Said program shall include, but is not limited to:
  - 5.2.2.1. Random selection by computer for the random testing program;
  - 5.2.2.2. Specimen collection, transportation, and retention/storage, including Chain-of-Custody (COC) and split specimen procedures;
  - 5.2.2.3. Laboratory analysis by a National Laboratory Certification Program (NLCP) certified laboratory, including appropriate Quality Control procedures;
    - 5.2.2.3.1. DOT- National Institute on Drug Abuse (NIDA) 10 panel
    - 5.2.2.3.2. Non-DOT – Non - Institute on Drug Abuse (IDA) 10 panel
  - 5.2.2.4. Breath alcohol testing by certified Breath Alcohol Technicians (BAT) using approved equipment, including appropriate Quality Control procedures;
    - 5.2.2.4.1. DOT – Breath Alcohol Test, Confirmation
    - 5.2.2.4.2. Non-DOT – Breath Alcohol Test, Screening
  - 5.2.2.5. MRO services; and,
  - 5.2.2.6. Result reporting, records maintenance and statistical reports that comply with all federal, state and local regulations.
- 5.2.3. Split specimen testing will be performed at the discretion of PWCS and may be requested for either positive or negative initial findings. Should an employee request a split specimen test, the employee is responsible for the charges. Contractor shall provide plan details to distinguish and charge appropriately.
- 5.2.4. Contractor shall provide expert witness testimony, should the need arise. Personnel providing services under any resulting contract must be available, if called upon, to testify in court or during PWCS' disciplinary/dismissal hearings as an expert witness. Expert witness testimony will be in person, in writing, telephonic or as determined by PWCS.

5.3. MINIMUM REQUIREMENTS SPECIFIC TO MEDICAL REVIEW OFFICER (MRO) SERVICES:

- 5.3.1. Contractor shall provide MRO services that are in accordance and comply with all federal, state, local, and PWCS requirements, guidelines and regulations identified in Section 5.1.1. through 5.1.14. above. MRO's responsibilities shall include, but are not limited to:
  - 5.3.1.1. Review and interpretation of drug test results;
  - 5.3.1.2. Review of all adulterated, substituted, rejected for testing and invalid test results;
  - 5.3.1.3. Contacting and interviewing employees testing positive; and,
  - 5.3.1.4. Expert witness testimony, should the need arise. MRO must be available, if called upon, to testify in court as an expert witness during court proceedings or at disciplinary/dismissal hearings conducted by PWCS.
- 5.3.2. MRO shall be a licensed Doctor of Medicine (M.D.) or Doctor of Osteopathy (D.O.) and shall have successfully passed an examination administered by an approved nationally recognized entity that certifies

MRO's or subspecialty board for physicians performing a review of Federal employee drug test results. **Offeror shall submit a copy of the MRO's license and MRO certification in their proposal.**

**IMPORTANT: For one company to provide all services, the company must be able to show a clear separation between the MRO and the collection and laboratory services.**

6. **INVOICE REQUIREMENTS:**

6.1. Invoices for services rendered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall reference said purchase order/contract number and include the following:

6.1.1. Employee Name;

6.1.2. Name of department requesting services;

6.1.3. Name of Collection Site;

6.1.4. Description of Service;

6.1.5. Date of Service: and,

6.1.6. Itemized cost for service.

6.2. Invoices containing multiple employee/test result charges shall be organized in a manner to best facilitate reconciliation of the charges by PWCS, e.g. charges sorted alphabetically by last name, sorted by collection date, and as identified by PWCS. PWCS shall receive the list of charges in an electronic format that can be sorted. **Offeror shall provide a sample invoice containing multiple charges with the proposal.**

6.3. Offerors are highly encouraged to include in their proposal a description of any significant task not listed in the Scope of Services which they know to be necessary under the proposed contract.

7. **PROPOSED SCHEDULE OF IMPLEMENTATION (Dates are subject to change)**

<u>Date</u>	<u>Schedule of Items</u>
July 13, 2016	Issue Request for Proposal
July 21, 2016	Questions/Inquiries Must Be Submitted By 4:00 PM
August 18, 2016	Proposals Due Prior to 2:00 PM (No change, unless addendum is issued)
September 12-23, 2016	Discussions with Selected Offerors
October, 2016	Award Recommendation
October, 2016	Award of Contract
January 31, 2017	Contract Effective Date

8. **PROPOSAL SUBMISSION REQUIREMENTS**

8.1. **One (1) complete original proposal** (hardcopy, marked as "**Original**").

8.2. **One (1) copy** of the complete proposal (**PDF format**) on **CD-ROM** or **USB Flash Drive**.

8.3. **One (1) "REDACTED COPY" (PDF format) on CD-ROM** that reflects the removal of all proprietary items. Said PDF document shall be **clearly marked as "REDACTED COPY."**

- 8.4. **One (1) hard copy** that reflects the **removal of all proprietary items**. Said copy shall be **clearly marked as “REDACTED COPY.”**
- 8.5. **Six (6) copies** of the complete proposal (**hardcopy**).
- 8.6. If there is no proprietary information in the proposal, Offeror must check on page one of the coversheets and the submission of “REDACTED COPIES” is not required.
- 8.7. Submit proposals in sealed envelopes or sealed boxes, and label as indicated below. Offerors are responsible for having their proposal stamped by Purchasing Office staff before the deadline for receipt of proposals. PWCS will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, PWCS will notify the Offerors of the deficiency and request that the appropriate number of copies be delivered by the end of the next two business days. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for PWCS to reject such proposals. Electronic or facsimile submission of proposals is not acceptable and any such proposals will not be considered. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit proposals.

8.7.1. Identification of Proposal Envelope/Package: The signed proposal should be returned in a sealed envelope or package, sealed, addressed as directed on the Cover Page, and identified as follows:

From:

Name of Offeror	Due Date	Due Time
Street or Box Number	RFP Number	<u>R-SF-16038</u> RFP Title
City	State, Zip Code	Name of Contract Administrator

- 8.8. Proposals having any erasures or corrections must be initialed by the Offeror in ink.
- 8.9. PWCS will not be responsible for any expense incurred by any Offeror in preparing and submitting a proposal.
- 8.10. Use of Information and Documents  
PWCS and its officials, employees and agents will copy and use the response of the Offeror and documents included with the response for various purposes related to analysis, evaluation, and decision to award a contract. Proposals shall be the property of PWCS. Following award PWCS may be required to allow inspection and copying of documents, and may also use the Offeror’s documents in connection with any resulting contracts with that Offeror. The Offeror is responsible for obtaining any necessary authorizations for all such use of the documents and information, and for assuring that such copying and use is in conformance with laws related to trademarks and copyrights. Any documents or information for which the Offeror has not obtained such authorization, or for which such copying and use is not authorized, shall not be submitted. The undersigned Offeror agrees to indemnify, defend and hold PWCS, its officials, employees and agents harmless from any claims of any nature, including claims arising from trademark or copyright laws, related to use of information and documents submitted with the Offeror’s response.

- 8.11. Submission of Proprietary Information  
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 these protections upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary.



[Virginia Code Section 2.2-4342(F)]. **Offerors shall submit, in a separate section of the proposal, any information considered by the Offeror to be trade secrets or proprietary information, shall clearly identify the information as trade secrets or proprietary information and shall state the reason why protection is necessary. Offerors may not declare the entire proposal proprietary nor may they declare proposed pricing to be proprietary.** References may be made within the body of the proposal to proprietary or trade secret information (TAB 6); however all information contained within the body of the proposal not in the separate section labeled proprietary shall be public information.

#### 8.12. Submission of Proposed Exceptions

PWCS proposed contract documents and this Request for Proposals contain terms and conditions PWCS favors and intends to use for the resultant contract. **If the Offeror wishes PWCS to consider any changes to these documents, such changes must be submitted as part of the Offeror's proposal.** Any contractor receiving a contract award shall be required to execute a contract in substantial compliance with PWCS standard contract and will be required to furnish all other required contract documents including tax identification or social security number within ten (10) days after receipt of notification that the contract is ready for signature; otherwise, PWCS may award the contract to another Offeror. See Section 8.13, Format and Content of Proposal, for specific instructions regarding the submission and identification of proposed exceptions.

#### 8.13. Format and Content of Proposal

8.13.1. The proposal should address the items included in the Statement of Needs and in the Criteria for Proposal Evaluation. Proposals should provide straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Each copy of the proposal should be tabbed and submitted in a three ring binder with all documentation in a single volume, if practical. Any material on CD's should be in Microsoft Office format. Failure to do so will result in a lowered evaluation. Incomplete proposals may be determined nonresponsive.

8.13.2. Offerors should organize their proposals using the following TABBED-SECTION format:

##### 8.13.2.1. Title Sheet and Addendum(s), if applicable (TAB 1)

Furnish the information requested on the **REQUEST FOR PROPOSALS TITLE PAGES (Pages 1. and 2.)** of this solicitation and include it as the first two pages of your proposal. Please note page 2, the SCC is a **mandatory requirement**. If you do not complete the form and submit the SCC as part of your proposal submission, your firm will not be considered for proposal evaluation. The name stated on the Title Sheet, page 2 must be the full legal name of the Offeror and the address must be that of the office which will have the responsibility for the goods provided.

**Offerors must specify on the introductory cover sheet if proposal contains trade secrets or proprietary information and if the proposal contains any exceptions to the content and requirements of the RFP.**

**All addenda acknowledgements, if any, signed and filled out as required.**

##### 8.13.2.2. Project Methodology and Approach (TAB 2)

Offeror shall respond to the Statement of Needs (Section 5). The Offeror should clearly distinguish tasks that the Offeror will undertake as distinguished from those which are the responsibility of PWCS. Absence of this distinction will mean the Offeror is fully assuming responsibility for all tasks. **Offeror should reference each sub-numerical as indicated in Section 5.**

- a) Explain in depth how the Offeror plans to meet each of the requirements outlined in the "Statement of Needs" (Section 5) of this RFP. Sufficient detail shall be provided to demonstrate the Offeror's understanding, ability and/or willingness to satisfy all specified requirements.
- b) Provide the required staffing plan which describes the Offeror's proposed staff distribution to accomplish the services described in this RFP.
- c) Explain customer service, and explain how the Offeror will provide this to PWCS.
- d) Explain your capabilities to provide all collection services to all PWCS locations as identified in Section 5.1.10 and on Attachment D for urine collection, drug testing and breath alcohol testing.
- e) Offeror shall provide a detailed description and explanation of products and services offered in response to each requirement listed in the Statement of Needs, Section 5.
- f) Offeror shall provide a detailed outline and a step-by-step process of what is required of PWCS. Include example forms, if applicable, that are to be considered as part of this process.
- g) Information regarding innovative breakthroughs and any one-of-a-kind programs offered related to this service is encouraged.
- h) Offeror shall include in the proposal a description of any significant task not listed in the Statement of Needs which they know to be necessary for services to be performed.
- i) For one company to provide all services, the company must be able to show a clear separation between the MRO and the collection and laboratory services.

8.13.2.3. Experience of the Offeror and the Project Team (TAB 3)

- a) Offeror must describe their organization, qualifications and staff experience and provide resumes of proposed full-time and part-time staff who would be assigned to provide the services as requested in the Statement of Needs. Resumes provided must indicate education, background, and relevant experience with the subject matter of this RFP.
- b) Describe any special strengths, insight or innovativeness, which may be applicable to your firm but not requested herein.
- c) Include other relevant information the Offeror deems necessary to describe its qualifications to provide the goods/services needed to successfully complete work described in the Statement of Needs or which the Offeror deems are relevant to its selection.

8.13.2.4. References (TAB 4)

The Offeror shall complete the Contractor Data Sheet, Attachment C, to include three (3) organizations for which the Offeror has provided these types of services of the same or greater scope within the past three (3) years and can attest to the Offeror's qualifications and ability to perform the services described in the Statement of Needs. Prince William County Public School **can't** be used as a

reference. School System references are preferred along with Government Agencies and Business/Firms.

It is the Offeror's responsibility to provide accurate contact information on Attachment C.

Include the date(s) when product was provided, the business name, address, and name, telephone number, fax number and e-mail address of the contract administrator.

8.13.2.5. Proposed Costs (TAB 5)

8.13.2.5.1. The Offeror shall submit proposed costs for the services being offered (Attachment B). Itemized costs shall be in the form of firm-fixed unit prices. (Option 1) **No extra charges shall be allowed.**

8.13.2.6. Proprietary Information (TAB 6)

Any such information must be submitted under this tab. See Section 8.11. for additional information.

8.13.2.7. Exceptions (TAB 7)

Any exceptions being taken to the RFP must be listed under this tab. See Section 8.12. for additional information.

8.13.2.8. Other Information (TAB 9)

8.13.2.8.1. Include other relevant information the Offeror deems necessary to describe its qualifications to provide the services needed to successfully complete work described in the Statement of Needs or which the Offeror deems are relevant to its selection.

8.13.2.8.2. Based on the information provided in this Request for Proposals, the Offeror should identify all materials and services expected from PWCS in addition to general assistance.

8.13.2.9 Attachments (TAB 10)

8.13.2.9.1 Attachment A – General Terms and Conditions

8.13.2.9.2 Attachment B – Proposed Costs (**Return with Proposal**)

8.13.2.9.3 Attachment C – Completed Contractor Data Sheet (**Return with Proposal**)

8.13.2.9.4 Attachment D – PWCS School Directory

8.13.2.9.5 Attachment E - Completed Vendor Information Form (**Return with Proposal**)

8.13.2.9.6 Attachment F – Certificate of Compliance (**Return with Proposal**)

8.13.2.9.7 Attachment G – Application Service Provider Form (**This will be a requirement should there be an electronic Information Security Component. Return this form with Proposal Submission, if applicable.**)

8.13.2.9.8 Attachment H – Sample Contract Form

8.13.2.9.9 Attachment J – Regulation 504-2, Drug and Alcohol Testing

8.14. Oral Presentations/Product Demonstrations: Offerors who submit a proposal in response to this RFP and are ranked among the top, may be required to give an oral presentation/product demonstration of their proposal to PWCS. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Contract

Administrator will schedule the time and location of these presentations. Oral presentations/product demonstrations are an option of PWCS and may or may not be conducted.

- 8.15. Withdrawal of Proposals: No proposal can be withdrawn after it is filed unless the Offeror makes a request in writing to the PWCS Supervisor of Purchasing prior to the time set for the opening of proposals or unless PWCS fails to award or issue a notice of intent to award the contract within one hundred twenty (120) days after the date fixed for opening proposals.

9. **CRITERIA FOR PROPOSAL EVALUATION**

<u>Evaluation Criteria</u>	<u>Assigned Weight</u>
9.1 Project Methodology and Approach	40%
9.2 Experience/Qualifications	35%
9.3 Favorable References	5%
9.4 Proposed Costs	20%

10. **CONTRACT TERM & RENEWAL**

10.1 The initial term of this contract shall be from **February 1, 2017 to January 30, 2019**, with the option to renew for four (4) additional two-year periods, upon mutual written consent of the parties to the contract. **Proposed prices shall remain firm for the initial term of the contract.** PWCS will send notice of renewal to the Contractor(s) within sixty (60) days of contract expiration.

10.2. For future contract renewal periods, price increases shall not exceed the percentage increase/decrease in the Consumer Price Index, Table 1 (<http://stats.bls.gov/news.release/cpi.t01.htm>), Urban Consumers (CPI-U), U. S. City Average, “Services” Unadjusted, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract period prior to the proposed contract period.

10.2.1. At the time of the contract renewal, if costs to Prince William County Schools (PWCS) are restricted by the current percentage increase/decrease of the CPI-U for the latest twelve months, any unusual circumstances that could not have been foreseen by Contractor occur, and those circumstances significantly affect the Contractor’s cost in providing the required items or services, the Contractor may request adjustments to the costs to PWCS beyond the current CPI-U cap to reflect the circumstances. The circumstances must be beyond the control of the Contractor and fully documented.

10.2.1.1. Documentation for pricing increases above the CPI-U cap must be provided as follows:

10.2.1.1.1. For items, documentation supporting the increased costs must be provided by the manufacturer on their letterhead.

10.2.1.1.2. For services, the Contractor must provide documentation of the circumstances causing the increased costs, including substantial proof supporting the claims made, to warrant any price increases.

10.2.2 After reviewing the documentation provided, the Supervisor of Purchasing may accept the increased costs or refuse them if they are considered to be excessive.

10.2.2.1. If the Supervisor of Purchasing does not accept the increased costs and PWCS originally awarded multiple contracts for these items/services, PWCS reserves the

right to obtain prices for the affected items/services from the other vendors who were awarded a contract and, if the prices are considered to be fair and reasonable, award the items/services to the contractor(s) with the lowest price that meets the contract requirements.

10.2.2.2. Alternatively, at its own discretion, PWCS may revise the contract requirements and issue a new solicitation.

## **11. METHOD OF AWARD**

Following evaluation of the written proposals as submitted, 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 evaluation factors included in the Request for Proposals, including price if, so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, PWCS shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. PWCS may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should PWCS 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. The award document will be a contract incorporating by reference to all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

Proposed Costs will be evaluated on the Firm-Fixed Unit Price Grand Total Amount as indicated in the Pricing Evaluation, Attachment B.

## **12. SPECIAL TERMS AND CONDITIONS**

12.1. Audit: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by PWCS, whichever is sooner. PWCS and its authorized agents shall have full access to and the right to examine any of said material during said period.

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

12.3. Certificate of Compliance: As a condition of any Contract awarded and prior to Notice of Award, the Offeror/Contractor must certify, by executing Attachment F, that neither the Contractor, any employee of the Contractor, nor any other person who will provide services under the Contract and will have direct contact with students on school property during regular school hours or school-sponsored activities, have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Offeror further acknowledges that such certification shall be binding on the Offeror/Contractor throughout the term of any Contract, including renewals or extensions, thereof, and agrees to provide immediate notice to PWCS of any event which might render such certification untrue, including the arrest indictment, or investigation of any individual providing such services.

Offeror/Contractor acknowledges that, pursuant to the Code of Virginia §22.1-296.1 (A), any person making a materially false statement on this certification, shall be guilty of a Class 1 misdemeanor, and upon conviction, the fact of such conviction shall be grounds for revocation of the contract or purchase order.

12.4. Compliance with Procedures: The Contractor shall comply with all procedural instructions that may be issued from time to time by PWCS. However, the terms and conditions of the contract will not change.

12.5. Confidentiality: Contractor shall ensure the complete confidentiality of any and all information provided by PWCS, and gathered and developed by Contractor in the performance of this Contract. The material

gathered, used and developed shall not be provided to any other party without the expressed written approval of the Supervisor of Purchasing.

- 12.6. Coordination of Services: The Contractor shall plan and coordinate the delivery of services with the individual school.
- 12.7. Delivery: All freight and insurance charges related to the delivery of all material to and from the school are to be borne by the Contractor, and included in the firm, fixed delivered unit price.
- 12.8. Extra Charges Not Allowed: The proposed prices shall be for the complete delivery ready for PWCS use, and shall include all applicable freight charges; extra charges will not be allowed for delivery to multiple locations.
- 12.9. General Insurance Requirements:
  - 12.9.1 The Contractor shall provide to the Supervisor of Purchasing a Certificate of Insurance indicating the coverage below prior to the start of any work under the contract and agrees to maintain such insurance until the completion of the contract. The minimum insurance coverage shall be:
    - 12.9.2. Workers Compensation - Virginia Statutory Workers Compensation coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000;
    - 12.9.3. Commercial General Liability - \$1,000,000, per occurrence, combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability and, where applicable to the project (as determined by PWCS), Products and Independent Contractors. The general aggregate limit shall apply to this project.
    - 12.9.4. Prince William County School Board should be named as **additional insured** on the CONTRACTOR's commercial general liability insurance policies and any excess liability or umbrella excess policies (if applicable). A forty-five (45) day notice of cancellation or non-renewal in writing shall be furnished by the Contractor's insurance carrier(s) or insurance agent(s) to PWCS' Purchasing Agent. The insurance certificate shall state contract number, R-SF-16038, Drug & Alcohol Collection, Testing and Medical Review Officer Services.
    - 12.9.5. Automobile Liability \$1,000,000, per occurrence, (owned, non-owned, etc.)
    - 12.9.6. Professional Liability/Medical Malpractice - \$2,200,000 per occurrence, \$4,300,000 aggregate. (Limits increase each July 1 through fiscal year 2031 per Code of Virginia § 8.01-581.15.)
    - 12.9.7. Excess/Umbrella - \$1,000,000
- 12.10. Method of Ordering:
  - 12.10.1 Prince William County Schools (PWCS) may use three (3) different methods of placing orders from the final contract: Delivery Orders (DO's), Purchase Orders (PC's, PD's and CT's), and approved PWCS procurement cards (encouraged).
  - 12.10.2. Procurement Card orders and payments may be made by the use of a Prince William County Schools "Procurement" and/or "Single Use" Card. The Procurement and/or Single Use Card is currently a Master Card. Contractors are encouraged to accept this method of order and payment.
- 12.11. Contractors willing to accept PWCS procurement cards should check the box on the Pricing Schedule (Reference to Page 25). Obligation to Offeror: By submitting a proposal, the Offeror covenants and agrees

that they are satisfied, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

- 12.12. Ownership of Material: Ownership of all data, material, samples and documentation originated and prepared by the Offeror and successful Contractor for PWCS pursuant to this solicitation and any resulting contract shall belong exclusively to PWCS and be subject to public inspection in accordance with the Virginia Freedom of Information Act.
- 12.13. Prime Contractor Responsibilities: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that they may utilize, using their best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees to be fully responsible for the acts and omissions of their subcontractors and of persons employed by them as they are for the acts and omissions of their own employees.
- 12.14. Proposal Cost: Negotiated costs shall be firm-fixed unit prices throughout the contract period. State sales tax shall not be included in prices. No extra charges shall be allowed.
- 12.15. Payment to Subcontractors:  
A Contractor awarded a contract under this solicitation is hereby obligated to:
- 12.15.1. Pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from PWCS for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or,
- 12.15.2. Notify PWCS and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason for such.
- 12.15.3. Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent per month on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from PWCS except for amounts withheld as stated in the paragraph above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. This obligation to pay interest is not an obligation of PWCS, and no contract modification will be made for the purpose of providing reimbursement of the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.
- 12.16. Subcontracts: The Contractor shall not enter into any subcontract with any subcontractor who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the State in which the work under this contract is to be performed.
- 12.16.1. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them, as for the acts or omissions of persons directly employed by the Contractor.
- 12.16.2. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- 12.16.3. Nothing contained in this contract shall create any contractual relationship between any subcontractor and PWCS.
- 12.16.4. PWCS has the right to approve or disapprove the use of any subcontractors being offered by the Contractor.
- 12.17. Tax Exemption: PWCS is exempt from the payment of federal excise or Virginia Sales and Use Tax. The proposal price must be net, exclusive of taxes. When under established trade practice, any federal excise tax is included in the list price; the Offeror may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by

PWCS. PWCS Federal Excise Tax Exemption number is 54-6001533. A copy of PWCS Sales and Use Tax Certificate Exemption is posted on the PWCS Web site at <http://purchasing.departments.pwcs.edu/>.

- 12.18. Warranty: The Contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for the goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to PWCS by any other clause of this solicitation.

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**GENERAL TERMS AND CONDITIONS**  
(Revised 6/11/14)

These general terms, conditions and instructions apply to all purchases and are a part of each solicitation and every contract awarded by PWCS, unless otherwise specified in such solicitation or contract. The Purchasing Office is responsible for the purchasing activity of Prince William County Public Schools and its governing body, the Prince William County Public School Board. The term "PWCS" as used herein refers to the contracting entity which is the signatory on the contract and may be either PWCS, or the PWCS School Board, or both. Bidder/Offeree or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/offeree's own risk.

These general terms, conditions and instructions are subject to all applicable Federal, State and local statutes, policies, resolutions, and regulations (collectively "laws"), and are to be interpreted so as to be consistent with such laws. In the case of irreducible conflict, these general terms and conditions are preempted by applicable laws.

**AUTHORITY**

1. The Supervisor of Purchasing has been delegated authority for issuance of invitations to bid, request for proposals, modifications, purchase orders and awards approved by and for PWCS. In the discharge of these responsibilities, the Supervisor of Purchasing may be assisted by delegating to Senior Buyers and other Purchasing Office staff. Unless specifically delegated by the Supervisor of Purchasing, no other PWCS officer or employee is authorized to enter into purchase negotiations, change orders, contracts, or in any way obligate PWCS for indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void, and PWCS shall not be bound thereby.

**CONDITIONS OF BIDDING/OFFERING**

2. **OPEN PRICING RECORDS:** The classification of line item prices and/or bid prices as proprietary information or trade secrets is not acceptable. All bid prices will be read aloud at the public bid opening and posted on the PWCS Purchasing website. Any bidder who designates bid prices as proprietary information or trade secrets will be given 48 hours to withdraw this designation. If it is not withdrawn, their bid will be rejected. See § 2.2-4301.3.b.3 of the Virginia Public Procurement Act.
3. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, PWCS will publicly post such notice on the Purchasing Web site, <http://purchasing.departments.pwcs.edu/> for a minimum of 10 calendar days except in emergencies.
4. **CLARIFICATION OF TERMS:** If any prospective Bidder/Offeree has questions about the specifications or other solicitation documents, the prospective Bidder/Offeree shall contact the Senior Buyer whose name appears on the face of the solicitation no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by a written addendum issued by the Purchasing Office.
5. **DEBARMENT STATUS:** By submitting their bid/proposal, the Bidder/ Offeree certifies that he/she is not currently debarred by the Commonwealth of Virginia or PWCS from submitting bids/proposals on contracts for the type of goods and/or services covered by this solicitation, nor is the Bidder/Offeree an agent of any person or entity that is currently so debarred.
6. **ERRORS IN BIDS:** When an error is made in extending total prices, the unit bid price times the number of units will govern. Erasures and changes in bids must be initialed by the bidder. Carelessness in quoting prices, omitting portions of the work from the calculations, or in preparation of the bid otherwise will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot otherwise be corrected except as provided in paragraph 16 below, and the bidder will be required to perform if his or her bid is accepted.

7. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bid/proposal, Bidders/Offerees certify that their bid/proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder/Offeree, supplier, manufacturer or subcontractor in connection with their bid/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.

8. **INCLEMENT WEATHER:** Due to inclement weather conditions, PWCS may elect to close schools and administration offices. The following is an explanation of the policy:

**CODE GREEN:** All PWCS schools are closed. Administration offices are opened.

**CODE RED:** All PWCS schools are closed. Administration offices are closed.

- 8.1 In the event of a delay school opening, all times shall remain as stated in the Invitation for Bid/Request for Proposal.
- 8.2 In the event that PWCS closes on a CODE GREEN, any optional/mandatory pre-bid/proposal conference and all bid/proposal openings will be held as scheduled.
- 8.3 In the event that PWCS closes on a CODE RED, any optional/mandatory pre-bid proposal conference and all bid/proposal openings will be held on the next business day the PWCS experiences a normal opening, a delayed opening, or a school closing on a CODE GREEN, at the time previously scheduled. No exceptions will be made in this matter.
9. **LATE BIDS/PROPOSALS:** To be considered for selection, bids/proposals must be received by the PWCS Purchasing Office by the designated date and hour. The official time used in the receipt of bids/proposals is that time on the automatic time stamp machine in the Purchasing Office. Bids/proposals received in the Purchasing Office after the date and hour designated are non-responsive, automatically disqualified and will not be considered. PWCS is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-school mail system or delivery by any other means. It is the sole responsibility of the Bidder/Offeree to ensure that his/her bid/proposal reaches the Purchasing Office by the designated date and hour.
10. **MANDATORY USE OF PWCS FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official PWCS form provided for that purpose may be cause for rejection of the bid/proposal. Return of this complete solicitation document is required. Modification of or additions to the General and/or Special Terms and Conditions of this solicitation may be cause

for rejection of the bid/proposal; however, the Supervisor of Purchasing reserves the right to decide, on a case by case basis, in his/her sole discretion, whether to reject such a bid/proposal as non-responsive. As a precondition to its acceptance, PWCS may, in its sole discretion, request that the Bidder/Offeror withdraw or modify non-responsive portions of a bid/proposal, which do not affect quality, quantity, price or delivery schedule.

**11. OFFICIAL NOT TO BENEFIT:**

11.1 Each Bidder/Offeror certifies by signing a bid/proposal that to the best of his/her knowledge no PWCS official or employee having official responsibility for the procurement transaction or member of his/her immediate family has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid/proposal or as soon thereafter, as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, recession of the contract, or recovery of the cost of the financial benefit from the contractor, recipient, or both.

11.2 Whenever there is reason to believe that benefit of the sort described in the paragraph above has been or will be received in connection with the bid/proposal or contract and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, PWCS, as a prerequisite to payment pursuant to the Contractor, or at any time may require the contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

11.3 In the event the Bidder/Offeror has knowledge of benefits as outline above, this information should be submitted with the bid/proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract the Bidder/Offeror shall address the disclosure of such facts to: Supervisor of Purchasing, Prince William County Public Schools, P.O. Box 389, Manassas, VA 20108. The Invitation For Bid/Request for Proposal number shall be referenced in the disclosure.

**12. PRECEDENCE OF TERMS:** PWCS intends for the Contract Documents to be consistent and they shall be interpreted to be consistent if possible. If the Contract Documents conflict, however, the controlling provision will be the one which appears highest in the following list:

- The Notice of Award or Purchase Order/Contract (highest precedence),
- Addenda,
- Specifications and drawings,
- The signed bid/proposal submitted by the Contractor,
- Invitation for Bid/Request for Proposal,
- Any Special Terms and Conditions,
- These General Terms and Conditions (lowest precedence).

**13. QUALIFICATIONS OF BIDDERS/OFFERORS:** PWCS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to PWCS all such information and data for this purpose as may be requested. PWCS reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. PWCS further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Bidder/Offeror fails to satisfy PWCS that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated herein.

**14. TIE BID:** If all bids are for the same total amount or unit price (including authorized discounts and delivery times), the PWCS Supervisor of Purchasing shall award the contract to the tie bidder providing goods produced in Virginia or goods, services or construction provided by Virginia persons, firms or corporations. If there are more than one such tie bid, then the PWCS Supervisor of Purchasing may, in his or her sole discretion, readvertise the solicitation, divide the contract among the bidders (if the solicitation provided for multiple awards), or award a contract by lot from among the responsive and responsible Virginia bidders. If there are no responsive and responsible Virginia bidders, then the PWCS Supervisor of Purchasing may, in his or her sole discretion, readvertise the solicitation, divide the contract among the bidders (if the solicitation provided for multiple awards), or award a contract by lot from among the responsive and responsible bidders. The decision of PWCS to make award to one or more such bidders shall be final.

**15. VENDOR REGISTRATION:** All vendors desiring to provide goods and/or services to PWCS shall register on-line at <http://purchasing.departments.pwcs.edu/>. Failure to register will result in the bid/proposal being non-responsive unless good cause is shown for the failure to register.

**16. WITHDRAWAL OF BIDS OR PROPOSALS:** A bid/proposal may be amended and/or withdrawn by a bidder or offeror if the request is received in writing before the due date and hour. The request must be signed by a person authorized to represent the vendor or firm that submitted the bid/proposal. Submission of a subsequent bid/proposal, unless specifically identified as an additional bid, shall constitute the withdrawal of any prior one submitted by the same bidder or offeror on the same Invitation for Bid/Request for Proposal.

Withdrawal of bids/proposals after opening is governed by Code of Virginia § 2.2-4330. The bidder/offeror shall give notice in writing of his/her claim of right to withdraw his/her bid/proposal within two business days after the conclusion of the bid opening or receipt of proposals procedure, and shall submit original work papers with such notice.

## SPECIFICATIONS

**17. QUESTIONS CONCERNING SPECIFICATIONS:** Any information relative to interpretation of specifications and drawings shall be requested of PWCS in writing, in ample time before the opening of bids. No inquiries if received by PWCS on or after the fifth day before the date set for the opening of bids will be given any consideration. Any material interpretation of a specification, as determined by PWCS, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than 4:30 p.m. local time on the third day before the date set for receipt of bids. Oral answers will not be authoritative.

**18. TESTING AND INSPECTION:** PWCS reserves the right to conduct any test or inspection it may deem advisable to ensure products/services conform to the specification.

**19. USE OF BRAND NAMES:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders/Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which PWCS in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, color and suitability for the purpose intended, shall be accepted. The Bidder/Offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable PWCS to determine if the product offered meets the requirements of the solicitation. **ONLY THE INFORMATION**

**FURNISHED WITH THE BID/PROPOSAL WILL BE CONSIDERED IN THE EVALUATION. FAILURE TO FURNISH ADEQUATE DATA FOR EVALUATION PURPOSES MAY RESULT IN DECLARING A BID/PROPOSAL NON-RESPONSIVE.** Unless the Bidder/Offeror clearly indicates in its bid/proposal that the product offered is an "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

#### CONTRACT PROVISIONS

20. **ANTI-DISCRIMINATION:** By submitting their bid/proposal, the Bidder/Offeror certifies to PWCS that he/she will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and the Code of Virginia [§2.2-4311](#). In every contract over \$10,000 the provisions in 20.1 and 20.2 below apply:
- During the performance of this contract, the Contractor agrees as follows:
- 20.1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any 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.
- 20.2 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.
- 20.3 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.
- 20.4 The Contractor will include the provisions of 20.1, 20.2 and 20.3 above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
21. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to PWCS 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 goods or services purchased or acquired by PWCS under said contract.
22. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, including but not limited to the Virginia Public Procurement Act, and any litigation with respect thereto shall be brought in the courts of Prince William County, Virginia, except to the extent that Federal Court is appropriate. The Contractor shall comply with applicable federal, state and local laws and regulations, and be legally authorized to do business in the Commonwealth of Virginia.
23. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of PWCS.
24. **CHANGES TO THE CONTRACT:** PWCS may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to things such as services to be performed, the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give PWCS a credit for any resulting savings. Additionally, an increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
25. **CONTRACT DOCUMENTS/PURCHASE ORDERS:** The Contract entered into by the parties shall consist of the Invitation For Bid/Request for Proposal, the signed bid/proposal submitted by the Contractor, the Notice of Award or Purchase Order/Contract, these General Terms and Conditions and any Special Terms and Conditions, and the listed specifications and drawings, if any, including all modifications thereof, all of which shall be referred to collectively as the Contract Documents. All time limits stated in the Contract Documents are of the essence of the Contract unless stated otherwise. Orders against contracts will be placed with the Contractor on a Purchase Order or Procurement Card.
26. **COOPERATIVE PURCHASING:** PWCS may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or Invitation for Bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.
- 26.1 It is the Contractors responsibility to notify the public body(s) of the availability of the contract.
- 26.2 Each public body has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- 26.3 PWCS shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.
27. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees as follows:
- 27.1 Provide a drug-free workplace for the Contractor's employees.
- 27.2 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.

- 27.3 State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.
- 27.4 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.

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 this section, 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.

- 28. **GUARANTEES & WARRANTIES:** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to PWCS before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.
- 29. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bid/proposal, Bidders/Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- 30. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless PWCS, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against PWCS in consequence of the granting of a contract or which may otherwise result therefrom, if the act was caused through negligence, error, omission, or reckless or intentional misconduct (or, in the case of intellectual property rights, by any act done without proper permission) of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against PWCS in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend PWCS as herein provided.
- 31. **MODIFICATION OF CONTRACT:** PWCS may, upon mutual agreement with the Contractor, issue written modifications to the scope of work/specifications of this contract, and within the general scope thereof, except that no modifications can be made which will result in an increase of the original contract price by a cumulative amount of more than \$50,000 or 25%, whichever is greater, without the advance written approval of the Prince William County School Board. In making any modification, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods as selected by the Supervisor of Purchasing:

The written modification shall stipulate the mutually-agreed price for the specific addition to or deletion from the scope of work/specifications which shall be added to or deducted from the contract amount.

The written modification shall stipulate the number of unit quantities added to or deleted from the contract and multiplied by the unit price which shall be added to or deducted from the contract amount.

The written modification shall direct the Contractor to proceed with the work and to keep, and present in such form as PWCS may direct, a correct account of the cost of the change together with all vouchers therefore. The cost shall include an allowance for overhead and profit to be mutually agreed upon by PWCS and the Contractor.

- 32. **NON-DISCRIMINATION OF CONTRACTORS:** Any potential Bidder/Offeror, or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations are also protected from discrimination on the basis of religious character as provided below.
  - 32.1 Faith-based organizations may enter into contracts with PWCS on the same basis as any other nongovernmental source may do so without impairing the religious character of such organization and without diminishing the religious freedom of the beneficiaries of assistance provided under such contracts.
  - 32.2 PWCS shall not impose conditions on contracts that restrict the religious character of the faith-based organization, except that money paid to the faith-based organization by or on behalf of PWCS will not be spent for religious worship, instruction, or proselytizing.
  - 32.3 Any faith-based organization awarded a contract by PWCS 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 PWCS.
  - 32.4 Faith-based organizations retain the right to employ persons of a particular religion to perform work connected with the carrying on by such organization of its activities.
  - 32.5 If an award of contract is made to a faith-based organization, and an individual who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, PWCS shall offer the individual, within a reasonable period of time after the date of objection, access to equivalent goods, services, or disbursement from an alternative provider.
  - 32.6 Any faith-based organization that is awarded a contract to provide goods, services, or disbursements to individuals shall also provide to such individuals a notice in bold face type that states: "Neither the public body's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider."

33. **PRICE REDUCTION:** If at any time after the date of the bid/proposal the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify PWCS of such reduction by letter. **FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT FOR CAUSE.** Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by PWCS.

34. **SMALL AND MINORITY BUSINESS ENTERPRISES:** It is PWCS intent to undertake every effort to increase opportunity for utilization of small and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with the performance of this contract, the Contractor agrees to use their best effort to carry out this intent and ensure that Small and Minority Businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract. Contractors may rely on oral or written representation by subcontractors regarding their status as small and/or minority business enterprises in lieu of an independent investigation.

35. **TERMINATION FOR CAUSE/DEFAULT:** In case of failure to deliver goods or provide services in accordance with the contract terms and conditions, PWCS, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which PWCS may have. Specifically:

35.1 If, through any cause, the Contractor fails to fulfill in a timely and proper manner their obligations under the contract, or if the Contractor violates any of the covenants, agreements, or stipulations of the contract, PWCS shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall at the option of PWCS, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

35.2 Notwithstanding the above, the Contractor shall not be relieved of liability to PWCS for damages sustained by PWCS by virtue of any breach of contract by the Contractor. PWCS may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to PWCS from the Contractor is determined.

36. **TERMINATION FOR CONVENIENCE:** PWCS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Supervisor of Purchasing determines that such a termination is in the best interest of

PWCS. Any such termination shall be effected by delivery to the Contractor, at least ten (10) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the Contractor must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination 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 termination. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

37. **VIRGINIA FREEDOM OF INFORMATION ACT:** Except as provided herein, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Any inspection of procurement transaction records under this provision shall be subject to reasonable restrictions to ensure the security and integrity of the records.

37.1 Cost estimates relating to a proposed transaction prepared by or for a public body shall not be open to public inspection.

37.2 Any Bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening/receipt of all bids, but prior to award, except in the event that PWCS decides not to accept any of the bids and to re-solicit. Otherwise, bid records shall be open to public inspection only after award of the contract.

37.3 Bids and proposal records shall be open to the public only after award.

37.4 Any offeror who responds to an RFP shall be afforded the opportunity to inspect proposal records upon request within a reasonable time after the evaluation and negotiation of proposals are complete but prior to award, except in the event PWCS decides not to accept any of the proposals and to resolicit.

37.5 Trade secrets or proprietary information submitted by any bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application shall not be subject to public disclosure under the Virginia Freedom of Information Act if the bidder, offeror, or Contractor invokes the protection of Code of Virginia section [2.2-4342 F](#). in writing prior to or upon submission of the data or other materials, identifies the data or other materials to be protected, and states the reasons why protection is necessary.

37.6 Nothing contained in this section shall be construed to require PWCS to furnish a statement of the reason(s) why a particular bid/offer was not deemed to be the most advantageous to PWCS.

**DELIVERY/PAYMENT PROVISIONS**

38. **POINT OF DESTINATION:** All materials shipped to PWCS must be shipped FOB DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

39. **INVOICES:** Invoices for goods and/or services ordered, delivered and accepted shall be submitted in duplicate by the Contractor(s) directly to the payment address shown on the

purchase order/contract. **All invoices shall reference said purchase order/contract number and shall be in the same legal name of the Contractor as indicated on the Contract.**

54-6001533. A copy of PWCS Sales and Use Tax Certificate Exemption is posted on the PWCS Web site at <http://purchasing.departments.pwcs.edu/>.

40. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by Section 1261 of Title 15 of the United States Code (U.S.C.), then the Bidder/Offeror, by submitting his/her bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the Bidder/Offeror does not violate any of the prohibitions of Title 15 of the U.S.C. or Section 1263.

45. **TRANSPORTATION AND PACKAGING:** By submitting their bids/proposals, all bidders/offers certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

#### BIDDER/CONTRACTOR REMEDIES

41. **MATERIAL SAFETY DATA SHEETS:** Material and Safety Data Sheets shall be provided in English, and if available, Spanish within two (2) business days upon request for each chemical and/or compound offered. Failure on the part of the Contractor to submit such data sheets may be cause for declaring the Contractor in default.

46. **ACCEPTANCE OF BIDS/OFFERS BINDING 90 DAYS:** Unless otherwise specified in the IFB or RFP, all formal bids/offers submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties. Additionally, PWCS may purchase additional quantities at the original firm fixed delivered unit prices for (90) ninety days after date of award.

42. **PAYMENT TERMS:** Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. However, this shall not affect offers of discounts for payment in less than 30 days.

47. **AWARD OR REJECTION OF BIDS/OFFERS:** The Supervisor of Purchasing shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of PWCS to accept it. Awards made in response to an RFP will be made to the highest qualified offeror whose proposal is determined in writing to be the most advantageous to PWCS taking into consideration the evaluation factors set forth in the RFP. The Supervisor of Purchasing reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of PWCS. Award may be made to as many bidders/offers as deemed necessary to fulfill the anticipated requirements of PWCS. The Supervisor of Purchasing also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

#### 43. PAYMENT TO SUBCONTRACTORS:

43.1 A Contractor awarded a contract under this solicitation is hereby obligated to:

43.1.1 Pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from PWCS for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

43.1.2 Notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason for such.

43.2 Unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent per month on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from PWCS except for amounts withheld as stated in the paragraph above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. This obligation to pay interest is not an obligation of PWCS, and no contract modification will be made for the purpose of providing reimbursement of the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

43.3 The provisions of 44.1 through 44.3 apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of PWCS or any participating jurisdiction.

44. **TAX EXEMPTION:** PWCS is exempt from the payment of federal excise or Virginia Sales and Use Tax. The bid/proposal price must be net, exclusive of taxes. When under established trade practice, any federal excise tax is included in the list price, the Bidder/Offeror may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by PWCS. PWCS Federal Excise Tax Exemption number is

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;

- i. The number and scope of the conditions attached to the bid;
  - j. Whether the bidder is in arrears to PWCS on debt or contract or is a defaulter on surety to PWCS or whether the bidder's PWC taxes or assessments are delinquent; and
  - k. Such other information as may be secured by PWCS Supervisor of Purchasing having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the PWCS Supervisor of Purchasing shall so notify that bidder and shall have recorded the reasons in the contract file.
48. **CONTRACTUAL DISPUTES:** Any dispute concerning a question of act including claims for money or other relief as a result of a contract with PWCS which is not disposed of by agreement shall be declared by the Supervisor of Purchasing, who shall reduce a decision to writing and mail or otherwise forward a copy thereof to the Contractor within ten (10) days. The decision of the Supervisor of Purchasing shall be final and conclusive unless the Contractor appeals within ten (10) days of receipt of the written decision. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, as a condition precedent to consideration of the claim, the Contractor must give written notice of the intention to file such a claim at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment.
49. **DELIVERY/SERVICE FAILURES:** Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by PWCS, or failure to make replacements or corrections of rejected articles or services when so requested, immediately or as directed by PWCS, shall constitute grounds for PWCS to "Cover" by purchasing in the open market articles or services of comparable grade or quality to replace the services or articles rejected or not delivered. On all such purchases, the Contractor shall reimburse PWCS, within a reasonable time specified by PWCS, for any expense incurred in excess of contract prices, or, in PWCS's sole discretion, PWCS shall deduct the cost of Cover from any amounts due to Contractor. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, PWCS reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by PWCS.
50. **EXHAUSTION OF ADMINISTRATIVE REMEDIES:** No potential Bidder/Offeror or Contractor shall institute any legal action until all administrative remedies available under this solicitation and resulting contract have been exhausted and until all statutory requirements have been met.
51. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder may protest the award or decision to award a contract by submitting a protest in writing to the Bid Protest Officer no later than ten (10) calendar days after public notice of the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten (10) calendar days after posting or publication of the notice of such contract. The written protest shall include the basis for the protest and the relief sought. The Bid Protest Officer shall issue a decision in writing within ten (10) calendar days of the receipt of the protest stating the reasons for

the action taken. Any offeror may protest the award or decision to award a contract by submitting a protest in writing to PWCS, or an official designated by PWCS, no later than ten (10) calendar days after the award or the announcement of the decision to award, whichever occurs first.

- 51.1 If prior to award it is determined that the decision to award is arbitrary or capricious then the sole relief shall be a finding to that effect. The Supervisor of Purchasing shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by PWCS. Where the award has been made and performance has begun, the Supervisor of Purchasing may declare the contract void upon a finding that this action is in the best interest of PWCS. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.
- 51.2 Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this paragraph shall not be affected by the fact that a protest or appeal has been filed.
- 51.3 An award need not be delayed for the period allowed a Bidder/Offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

52. **RESPONSIBILITY FOR SUPPLIES TENDERED:** Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, PWCS may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

PRICING EVALUATION

**PRICING EVALUATION** The Offeror shall submit proposed costs for the services being offered. Itemized costs shall be in the form of firm-fixed delivered unit prices. **No extra charges shall be allowed** in accordance with the Statement of Needs, General and Special Terms and Conditions identified herein.

**UNIT PRICING SHALL BE ALL INCLUSIVE. PROPOSED UNIT COSTS SHALL BE FOR PROVIDING COMPLETE SERVICES; INCLUDING COLLECTION, ANALYSIS, MRO SERVICES, RECORDS MAINTENANCE, TRAVEL/MILEAGE, HOURLY RATES, OVERHEAD, MISC. SUPPORT SERVICES, ETC. EXTRA CHARGES WILL NOT BE ALLOWED.**

<b>Proposed Costs R-SF-16038</b>				
<b>Item #</b>	<b>Item</b>	<b>Collection Location</b>	<b>Unit</b>	<b>Unit Cost</b>
<b>DOT Testing:</b>				
1	DOT NIDA 10 Panel	On-site PWCS' Site	Each	
2	DOT NIDA 10 Panel	Contractor's Site	Each	
3	DOT Breath Alcohol Test, Confirmation	On-site PWCS' Site	Each	
4	DOT Breath Alcohol Test, Confirmation	Contractor's Site	Each	
<b>Non-DOT Testing:</b>				
5	Non-NIDA 10 Panel	On-site PWCS' Site	Each	
6	Non-NIDA 10 Panel	Contractor's Location	Each	
7	Non-DOT Breath Alcohol Test, Screening	On-site PWCS' Site	Each	
8	Non-DOT Breath Alcohol Test, Screening	Contractor's Site	Each	
<b>Other Collection/Testing Related Services:</b>				
9	Random Selection	N/A	Per Month/ Per Pool	
10	Retest of Split Specimen, including MRO Review of Results (Distinguish between PWCS request and employee request for split specimen. Offeror shall furnish methodology for collection of feed should the employee request the split specimen)	N/A	Each	
11	Medical Examination of Employee Unable to Produce a Specimen, including MRO Review of Results	N/A	Each	
12	Wait Time**	N/A	Hour	
13	Litigation/Expert Witness Services	Offeror shall submit a detailed description of Litigation/Expert Witness services offered, including proposed costs for said services		
14	Supervisor and Employee Training Services	Offeror shall submit a detailed description of Supervisor and Employee Training services offered, including proposed costs for said services		
15	Travel Time to PWCS Sites	Mileage at the Internal Revenue Service Rates		

\* PWCS' sites are identified in Section 5.1.10, and Attachment D.

\*\* Wait time is defined as time the collector is requested, by PWCS, to wait for a late employee, an employee that is having difficulty producing a specimen, etc. All wait time must be pre-authorized by the PWCS' Technical Point of Contact. In addition, wait time of less than one (1) hour shall be computed on a pro rata basis to the nearest quarter (.25) hour. Contractor shall not be compensated for unauthorized wait time charges.

I will accept single use credit card for payment: Yes , No  Printed Name: \_\_\_\_\_

Refer to Special Terms and Conditions Section 11.10, Method of Ordering.



Solicitation # R-SF-16038

**CONTRACTOR DATA SHEET**

1. **QUALIFICATION OF OFFEROR:** The Offeror shall have the capability and the capacity in all respects to fully satisfy all the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time the Offeror has been in business providing the goods/services in this solicitation: \_\_\_\_\_ Years \_\_\_\_\_ Months.
3. **REFERENCES:** Offerors shall provide a listing of at least three (3) references for which the company has provided specified goods/services of the same or greater scope within the past three (3) years. **PWCS cannot be a reference.**

1.	Customer Name: _____	Contact Name: _____	Contact Title: _____
Address: _____ _____			Phone No. _____
E-mail: _____			Fax No. _____
2.	Customer Name: _____	Contact Name: _____	Contact Title: _____
Address: _____ _____			Phone No. _____
E-mail: _____			Fax No. _____
3.	Customer Name: _____	Contact Name: _____	Contact Title: _____
Address: _____ _____			Phone No. _____
E-mail: _____			Fax No. _____

**PRINCE WILLIAM COUNTY PUBLIC SCHOOLS (PWCS) DIRECTORY (School Year 2015/ 2016)**  
**P.O. Box 389 - Manassas, VA 20108 - 703.791.7200 - Tax Exempt ID #54-6001533**

Alvey Elementary 5300 Waverly Farm Drive Haymarket, VA 20169	Ann Ludwig 14575 Potomac Branch Dr. Woodbridge, VA 22191	Antietam Elementary 12000 Antietam Rd. Woodbridge, VA 22192	Ashland Elementary 15300 Bowmans Folly Dr. Manassas, VA 20112	Battlefield High School 15000 Graduation Drive Haymarket, VA 20169
Bel Air Elementary 14151 Ferndale Rd. Woodbridge, VA 22193	Belmont Elementary 751 Norwood Lane Woodbridge, VA 22191	Bennett Elementary 8800 Old Dominion Dr. Manassas, VA 20110	Benton Middle 7411 Hoadley Road Manassas, VA 20112	Beville Middle 4901 Dale Boulevard Woodbridge, VA 22193
Brentsville District High 12109 Aden Rd. Nokesville, VA 20181	Bristow Run Elementary 8990 Worthington Dr. Bristow, VA 20136	Buckland Mills Elementary 10511 Wharfdale Place Gainesville, VA 20155	Bull Run Middle 6308 Catharpin Road Gainesville, VA 20115	Cedar Point Elementary 12601 Braemar Parkway Bristow, VA 20136
Charles S. Colgan Sr. High (Opens September 2016) 13833 Dumfries Road Manassas, VA 20108	Chris Yung Elementary 12612 Fog Light Way Bristow, VA 20136	Coles Elementary 7405 Hoadley Rd. Manassas, VA 20112	Dale City Elementary 14450 Brook Dr. Woodbridge, VA 22193	Dumfries Elementary 3990 Cameron Street Dumfries, VA 22026
Ellis Elementary 10400 Kim Graham Lane Manassas, VA 20109	Enterprise Elementary 13900 Lindendale Rd Woodbridge, VA 22193	Featherstone Elementary 14805 Blackburn Rd. Woodbridge, VA 22191	Ferlazzo Elementary 5710 Liberty Hill Court Woodbridge, VA 22191	(Fannie W.) Fitzgerald ES 15500 Benita Fitzgerald Dr. Woodbridge, VA 22191
Forest Park High School 15721 Forest Park Drive. Woodbridge, VA 22193	Fred Lynn Middle 1650 Prince William Pkwy Woodbridge, VA 22191	Freedom High School 15201 Neabsco Mills Road Woodbridge, VA 22191	Gainesville Middle 8001 Limestone Drive Gainesville, VA 20155	Gar-Field High School 14000 Smoketown Rd. Woodbridge, VA 22192
Glenkirk Elementary 8584 Sedge Wren Drive Gainesville, VA 20155	Godwin MS 14800 Darbydale Ave. Woodbridge, VA 22193	Governor's School @ Innovation Park 10900 University Blvd MS6D10 Manassas, VA 20110	Graham Park Middle 3613 Graham Park Road Triangle, VA 22172	Gravelly Elementary 4670 Waverly Farm Drive Gainesville, VA 20169
Haymarket Elementary 15500 Learning Lane Haymarket, VA 20169	Henderson Elementary 3799 Waterway Dr. Dumfries, VA 22025	C.D. Hylton High 14051 Spriggs Rd. Woodbridge, VA 22193	Independent Hill/PACE East 14780 Joplin Road Manassas, VA 20112	Kerrydale Elementary 13199 Kerrydale Rd. Woodbridge, VA 22193
Kilby Elementary 1800 Horner Rd. Woodbridge, VA 22191	King Elementary 13224 Nickleson Dr. Woodbridge, VA 22193	Lake Ridge Elementary 11970 Hedges Run Dr. Woodbridge, VA 22192	Lake Ridge Middle 12350 Mohican Road Woodbridge, VA 22192	Leesylvania Elementary 15800 Neabsco Rd. Woodbridge, VA 22191
Loch Lomond Elementary 7900 Augusta Rd. Manassas, VA 20111	Marshall Elementary 12505 Kahns Rd. Manassas, VA 20112	Marumsc Hills Elementary 14100 Page Street Woodbridge, VA 22191	McAuliffe Elementary 13540 Prinedale Dr. Woodbridge, VA 22193	Minnieville Elementary 13639 Greenwood Dr. Woodbridge, VA 22193
Montclair Elementary 4920 Tallowwood Dr. Dumfries, VA 22025	Mountain View Elementary 5600 McLeod Way Haymarket, VA 20169	Mullen Elementary 8000 Rodes Dr. Manassas, VA 20109	Neabsco Elementary 3800 Cordell Avenue Woodbridge, VA 22193	New Directions 8886 Rixlew Lane Manassas, VA 20109
New Dominion 8220 Conner Drive Manassas, VA 20111	The Nokesville School 12375 Aden Road Nokesville, VA 20181	Occoquan Elementary 12915 Occoquan Rd. Woodbridge, VA 22192	Old Bridge Elementary 3051 Old Bridge Rd. Woodbridge, VA 22192	Osborn Park High School 8909 Euclid Avenue Manassas, VA 20111
PACE West 14490 John Marshall Hwy Gainesville, VA 20155	Parkside Middle 8602 Mathis Avenue Manassas, VA 20110	Patriot High School 10504 Kettle Run Rd. Nokesville, VA 20181	Pattie Elementary/ Washington Reid 16125 Dumfries Rd. Dumfries, VA 22025	Penn Elementary 12980 Queen Chapel Rd Woodbridge, VA 22193
Pennington Traditional 9305 Stonewall Rd. Manassas, VA 20110	Piney Branch Elementary 8301 Linton Hall Rd. Bristow, VA 20136	Porter Traditional 15311 Forest Grove Dr. Woodbridge, VA 22191	Potomac High School 3401 Panther Pride Drive Dumfries, VA 2202	Potomac Middle 3130 Panther Pride Drive Dumfries, VA 22026
Potomac View Elementary 14601 Lamar Rd. Woodbridge, VA 22191	Rippon Middle 15101 Blackburn Road Woodbridge, VA 22191	River Oaks Elementary 16950 McGuffeys Trail Woodbridge, VA 22191	Rockledge Elementary 2300 Mariner Lane Woodbridge, VA 22192	Ronald W. Reagan Middle 15801 Tanning House Place Haymarket, VA 20169
Rosa Parks Elementary 13446 Prinedale Drive Woodbridge, VA 22193	Saunders Middle 13557 Spriggs Road Manassas, VA 20112	Signal Hill Elementary 9553 Birmingham Drive Manassas, VA 20111	Sinclair Elementary 7801 Garner Dr. Manassas, VA 20109	Springwoods Elementary 3815 Marquis Place Woodbridge, VA 22192
Stonewall Jackson High School 8820 Rixlew Lane Manassas, VA 20109	Stonewall Middle 10100 Lomond Drive Manassas, VA 20109	Sudley Elementary 9744 Copeland Dr. Manassas, VA 20109	Swans Creek Elementary 17700 Wayside Drive Dumfries, VA 22026	T. Clay Wood Elementary 10600 Kettle Run Rd. Nokesville, VA 20181
Triangle Elementary 3615 Lions Field Rd. Triangle, VA 22172	Tyler Elementary 14500 John Marshall Hwy Gainesville, VA 20155	Vaughan Elementary 2200 York Dr. Woodbridge, VA 22191	Victory Elementary 12001 Tygart Lake Dr. Bristow, VA 20136	West Gate Elementary 8031 Urbanna Rd. Manassas, VA 20109
Westridge Elementary 12400 Knightsbridge Dr. Woodbridge, VA 22192	(Mary) Williams Elementary 3100 Panther Pride Drivel Dumfries, VA 22026	Woodbine Preschool Center 13225 Canova Drive Manassas, VA 20112	Woodbridge High School 3001 Old Bridge Rd. Woodbridge, VA 22192	Woodbridge Middle 2201 York Drive Woodbridge, VA 22191
Yorkshire Elementary 7610 Old Centerville Rd. Manassas, VA 20111	Brentsville Transportation Center	Central Transportation Center	Independent Hill Transportation Center	McCuin & Potomac Transportation Center

**PRINCE WILLIAM COUNTY PUBLIC SCHOOLS  
Purchasing Office**

**VENDOR INFORMATION FORM**

The following vendor information is required with all RFP responses along with a completed and signed W-9 form:

Ordering/Purchase Order Submission:

Legal Business Name: \_\_\_\_\_

D/B/A: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Tax ID#: \_\_\_\_\_

Remittance: Check box if same as above

Legal Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Information:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Attention Vendors: Visit the PWCS Purchasing Office Website at  
<http://purchasing.departments.pwcs.edu> to:**

- Register on-line, click on "Vendor Registration"
- Obtain a W-9 form and instructions



# Prince William County

**PUBLIC SCHOOLS**

*Providing A World-Class Education*

®

## CERTIFICATE OF COMPLIANCE

*Code of Virginia §22.1-296.1*

As a condition of contract award, Contractor/Vendor providing contracted services requiring direct contact with students on school property during regular school hours or school-sponsored activities/programs shall execute this document certifying that neither the Contractor nor any employee of the Contractor has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child or a barrier crime as defined and regulated under VA statutes 19.2-392.02 and 63.2-1719 through 1725 as applicable.

This certification shall be binding upon the Contractor and their employees providing services throughout the term of the contract or purchase order, including any extensions or renewals.

Contractor/Vendor acknowledges that, pursuant to the *Code of Virginia §22.1-296.1 (A)*, any person making a materially false statement on this certification, shall be guilty of a Class 1 misdemeanor, and upon conviction, the fact of such conviction shall be grounds for revocation of the contract or purchase order.

\_\_\_\_\_  
Company Name

R-SF-16038  
\_\_\_\_\_  
Purchase Order/Contract/Solicitation #

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Company Phone Number

\_\_\_\_\_  
Print Name of Authorized Representative

\_\_\_\_\_  
Authorized Representative Title

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

# ASP Security Standards

## 1.0 Overview

This document defines the minimum security criteria that an Application Service Provider (ASP) must meet in order to be considered for use by Prince William County Schools. As part of the ASP selection process, the ASP Vendor must demonstrate compliance with the Standards listed below by responding in writing to EVERY statement and question in the six categories. Information Security will closely review the vendor responses, and will suggest remediation measures in any areas that fall short of the minimum security criteria. Prince William County Information Security approval of any given ASP rests largely on the vendor's response to this document.

Standards are structured to provide due diligence and compliance with applicable Federal, State and Local laws and regulations to protect confidentiality and privacy of student information during collection, transfer, storage, disclosure, and destruction.

Applicable laws and regulations:

Family Educational Rights and Privacy Act (FERPA) of 1974, 20 USC § 1232g, 34 CFR 99; Protection of Pupil Rights Amendment (PPRA), 20 USC §1232h, 34 CFR 98; the Individuals with Disabilities Education Act (IDEA), 20 USC §§ 1400-1485, 34 CFR 300, the Virginia Public Records Act, §42.1-76; the Code of Virginia, §§ 16.1-260, 16.1-306.1, 16.1-306.2, 22.1-3.1, 22.1-287 through 22.1-289, 32.1-36.1 and 42.1-76 through 42.1-91; and the Library of Virginia's Records Retention and Disposition Schedules. These standards incorporate the versions of all applicable laws and regulations as in effect from time to time.

These Standards are subject to additions and changes without warning by Prince William County School's Department of Information Technology.

## 2.0 Scope

*This document can be provided to ASPs that are either being considered for use by Prince William County Schools, or have already been selected for use.*

## 3.0 Responding to These Standards

Information Security is looking for explicitly detailed, technical responses to the following statements and questions. ASPs should format their responses directly beneath the Standards (both questions and requirements) listed below. In addition, please include any security whitepapers, technical documents, or policies that you may have.

Answers to each Guideline should be specific and avoid generalities, e.g.:

### Examples:

Bad: "We have hardened our hosts against attack."

Good: "We have applied all security patches for Windows 2000 as of 8/31/2000 to our servers. Our Administrator is tasked with keeping up-to-date on current vulnerabilities that may affect our environment, and our policy is to apply new patches during our maintenance period (2300hrs, Saturday) every week. Critical updates are implemented within 24 hours. A complete list of applied patches is available to Prince William County Schools".

Bad: "We use encryption."

Good: "All communications between our site and Prince William County Schools will be protected by IPSec ESP Tunnel mode using 168-bit TripleDES encryption, SHA-1 authentication. We exchange authentication material via either out-of-band shared secret, or PKI certificates."

## 4.0 Standards

### 4.1 General Security

1. Prince William County Schools reserves the right to periodically audit the Prince William County Schools application infrastructure to ensure compliance with the ASP Policy and these Standards. Non-intrusive

network audits (basic portscans, etc.) may be done with 24 hour prior notice. More intrusive network and physical audits may be conducted on site with 48 hours notice.

2. The ASP must provide a proposed architecture document that includes a full network diagram of the Prince William County Schools Application Environment, illustrating the relationship between the Environment and any other relevant networks, with a full data flowchart that details where Prince William County School data resides, the applications that manipulate it, and the security thereof.
3. The ASP must be able to immediately disable all or part of the functionality of the application should a security issue be identified.

#### ***4.2 Physical Security***

1. The equipment hosting the application for Prince William County Schools must be located in a physically secure facility, which requires badge access at a minimum.
2. The infrastructure (hosts, network equipment, etc.) hosting the Prince William County Schools application must be located in a locked cage-type environment.
3. Prince William County Schools shall have final say on who is authorized to access the Prince William County Schools Application Infrastructure.
4. The ASP must disclose who amongst their personnel will have access to the environment hosting the application for Prince William County Schools.

#### ***4.3 Network Security***

1. The network hosting the application must be air-gapped from any other network or customer that the ASP may have. This means the Prince William County Schools application environment must use separate hosts, and separate infrastructure. If You as the ASP have alternative application processes, the processes must be reviewed and approved by the PWCPS Technology Department prior to use.
2. The data between Prince William County Schools and the ASP going over a public network such as the Internet, appropriate firewalling technology must be deployed by the ASP, and the traffic between Prince William County Schools and the ASP must be protected and authenticated by cryptographic technology at all times. (See Cryptography below).

#### ***4.4 Host Security***

1. The ASP must disclose how and to what extent the hosts (Unix, Windows, etc.) comprising the Prince William County Schools application infrastructure have been hardened against attack.
2. The ASP must provide a current patch level on hosts, including host OS patches, web servers, databases, and any other material application.
3. Information on how and when security patches will be applied must be provided. How does the ASP keep up on security vulnerabilities, and what is the policy for applying security patches?
4. The ASP must disclose their processes for monitoring the integrity and availability of those hosts.
5. The ASP must provide information on their password policy for the Prince William County Schools application infrastructure, including minimum password length, password generation guidelines, and how often passwords are changed.
6. Prince William County Schools cannot provide internal usernames/passwords for account generation, as PWCPS does not allow internal passwords to be in the hands of third parties. With that restriction, how will the ASP authenticate users? (e.g., LDAP, Netegrity, Client certificates.)

7. The ASP must provide information on the account generation, maintenance and termination process, for both maintenance as well as user accounts. Include information as to how an account is created, how account information is transmitted back to the user, and how accounts are terminated when no longer needed.

#### **4.5 Web Security**

1. At Prince William County School's discretion, the ASP may be required to disclose the specific configuration files for any web servers and associated support functions (such as search engines or databases).
2. Please disclose whether, and where, the application uses Java, Javascript, ActiveX, PHP or ASP (active server page) technology.
3. What language is the application back-end written in? (C, Perl, Python, VBScript, etc.)
4. Please describe the ASP process for doing security Quality Assurance testing for the application. For example, testing of authentication, authorization, and accounting functions, as well as any other activity designed to validate the security architecture.
5. Has the ASP done web code review, including CGI, Java, etc, for the explicit purposes of finding and remediating security vulnerabilities? If so, who did the review, what were the results, and what remediation activity has taken place? If not, when is such an activity planned?

#### **4.6 Cryptography**

1. The Prince William County Schools application infrastructure cannot utilize any "homegrown" cryptography – any symmetric, asymmetric or hashing algorithm utilized by the Prince William County Schools application infrastructure must utilize algorithms that have been published and evaluated by the general cryptographic community.
2. Encryption algorithms must be 128-bit DES or AES or its equivalent. If the encryption is proposed as an equivalent, PWCPS will make the determination of equivalency in its sole discretion. PWCPS reserves the right to change or increase the level of the required encryption with 30 days advance notice to the ASP.
3. Connections to the ASP utilizing the Internet must be protected using any of the following cryptographic technologies: IPSec, SSL, SSH/SCP, PGP.
4. If your application infrastructure requires PKI, please contact Prince William County Schools Information Security Group for additional guidance.
5. The weakest link in cryptography is typically the human element. Explain how the ASP plans to limit access to cryptographic keys and to protect the key holders from social engineering and other threats.
6. Explain how the ASP has protected the data from side channel attacks.
7. Explain how the ASP wipes data so that it cannot be recovered.



**CONTRACT**  
(SAMPLE ONLY DO NOT COMPLETE)

**CONTRACT NUMBER:**

This Contract entered into this \_\_\_\_\_ day of \_\_\_\_\_ by, VENDOR NAME AND ADDRESS hereinafter referred to as the "Contractor" and Prince William County School Board, P.O. Box 389, Manassas, VA 20108, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".

*WITNESSETH* that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1. **SCOPE OF CONTRACT:** Contractor shall provide all necessary parts, labor, tools, materials, equipment and resources as may be required for \_\_\_\_\_ in accordance with the Statement of Needs, General Terms and Conditions and Special Terms and Conditions stated herein.
2. **CONTRACT DOCUMENTS:** The contract documents shall consist of the following:
  - 2.1. This signed Contract document.
  - 2.2. PWCS Request for Proposals (list all addendums)
  - 2.3. Contractor's proposal response dated \_\_\_\_\_.
  - 2.4. Certificate of Compliance – RFP Document Attachment E
3. **CONTRACT TERM AND RENEWAL:**
  - 3.1. The initial term of this contract shall be from the date of award to \_\_, 20XX, with the option to renew for four additional one-year periods, one year at a time, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.
  - 3.2. For future contract renewal periods, price increases shall not exceed the percentage increase/decrease in the Consumer Price Index, Table 1 (<http://stats.bls.gov/news.release/cpi.t0.htm>), Urban Consumers (CPI-U), U. S. City Average, All Services, Unadjusted, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract period prior to the proposed contract period.
    - 3.2.1 At the time of the contract renewal, if costs to Prince William County Schools (PWCS) are restricted by the current percentage increase/decrease of the CPI-U for the latest twelve months, any unusual circumstances that could not have been foreseen by Contractor occur, and those circumstances significantly affect the Contractor's cost in providing the required services, the Contractor may request adjustments to the costs to PWCS beyond the current CPI-U cap to reflect the circumstances. *The circumstances must be beyond the control of the Contractor and fully documented.*



- 3.2.1.1 Documentation for pricing increases above the CPI-U cap must be provided as follows:
  - 3.2.1.1.1 For items, documentation supporting the increased costs must be provided by the manufacturer on their letterhead.
  - 3.2.1.1.2. For services, the Contractor must provide documentation of the circumstances causing the increased costs, including substantial proof supporting the claims made, to warrant any price increases.
- 3.2.1.2. After reviewing the documentation provided, the Supervisor of Purchasing, may accept the increased costs or refuse them if they are considered to be excessive.
  - 3.2.1.2.1. If the Supervisor of Purchasing does not accept the increased costs and PWCS originally awarded multiple contracts for these items/services, PWCS reserves the right to obtain prices for the affected items/services from the other vendors who were awarded a contract and, if the prices are considered to be fair and reasonable, award the items/services to the contractor(s) with the lowest price that meets the contract requirements.
  - 3.2.1.2.2. Alternatively, at its own discretion, PWCS may revise the contract requirements and issue a new solicitation.

4. **CONTRACT ADMINISTRATOR/PROJECT MANAGER(S):** The following PWCS employees are identified to use all powers under the contract to enforce its faithful performance:

- 4.1. CONTRACT ADMINISTRATOR: As the Contract Administrator, the following individual, or his/her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.
- 4.2. PROJECT MANAGER: The following individuals shall work directly with the Contractor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract:

5. **TIME OF PERFORMANCE:**

6. **PRICING:**

7. **PAYMENT TERMS:**

---

Prince William County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

*This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.*

**IN WITNESS THEREOF**, the parties have caused this Contract to be executed by the following duly authorized officials:

**CONTRACTOR:**

**PURCHASING AGENCY:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Type Name

Jim Totty, CPPO, C.P.M.  
\_\_\_\_\_  
Type Name

\_\_\_\_\_  
Title

Supervisor of Purchasing  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_, having its principal office at \_\_\_\_\_, hereinafter "Company" and Prince William County Public Schools (PWCS), having its principal office at Prince William County, The Commonwealth of Virginia, hereinafter "PWCS", establishes the terms and conditions under which the parties agree to exchange or disclose certain information, some of which may be confidential and proprietary and subject to the restrictions on use and disclosure that are expressed in this Agreement.

**WHEREAS**, the parties contemplate furnishing to or acquiring from each other data, services, or goods with the potential that the parties may do business together, and

**WHEREAS**, certain confidential and proprietary technical, financial, business, employee, student or other information, including but not limited to reports, plans, documents, drawings, machines, writings samples, tools, models, software, materials, and know-how may be disclosed between the parties orally or in writing.

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. Maintenance and Limited Disclosure of Confidential Information**

- A. PWCS has developed certain information, some of which it considers to be confidential and proprietary information not publicly announced or disclosed, that relates to a\_\_\_\_\_. PWCS agrees to make a limited disclosure of this information to company solely for the purpose of providing a \_\_\_\_\_.
- B. The parties hereby agree that all Information (written, oral or otherwise) is presumed to be confidential unless it is clearly marked otherwise.
- C. The parties hereby agree that all Confidential Information disclosed under this Agreement, unless written consent is otherwise granted by the disclosing party, shall continue to be maintained in confidence until returned or destroyed and shall be used solely in connection with the obligations undertaken in this Agreement.
- D. The parties hereby agree that the obligations imposed upon either party herein shall not apply to Confidential Information which:
  - 1. is or becomes publicly known through no wrongful act of the receiving party; or
  - 2. was in the public domain at the time it was disclosed to the receiving party; or
  - 3. was known to the receiving party at the time it was disclosed; or
  - 4. is or was rightfully received from another without any breach of this Agreement; or
  - 5. is independently developed by the receiving party; or
  - 6. is approved for release by prior written authorization of the discloser; or

7. is required by operation of law to be disclosed.

The party seeking to establish such an exception has the burden of proving it with written documentation.

## **2. Security**

- A. Access to all Confidential Information shall be restricted to those employees and persons in the receiving party's immediate organization (excluding parent corporations, subsidiaries, etc.) having a need to know to perform services specifically requested by one party or the other to fulfill the purpose of this Agreement. Such employees or persons shall be notified of the proprietary nature of such Confidential Information, and the receiving party shall use the same degree of care as it employs with its own Confidential Information, but in all events shall use at least a reasonable degree of care.
- B. Reasonable care to protect the Confidential Information shall include security at receiver's facilities, limiting access to a need to know basis, employee confidentiality agreements, with no expiration date, employee identification and education as to the need for security and confidentiality, direct instruction by the supervisors of the employees receiving the information not to re-disclose the information, and all other steps necessary to meet a standard of reasonable care.

## **3. Limitation of Rights**

- A. Nothing contained in this Agreement shall be construed as granting any license of rights to any intellectual property, including, but not limited to, patents, trademarks, copyrights, mask works in semiconductor chips or other proprietary information.
- B. No furnishing of Confidential Information and no obligation hereunder shall obligate either party to enter into any further Agreement or negotiation with the other, or to refrain from entering into an agreement or negotiation with any other party which does not breach any of its obligations under this Agreement.

## **4. Termination**

All copies, regardless of the medium, evidencing any and all disclosed Confidential Information shall be promptly returned by the receiving party to the disclosing party upon written request by the disclosing party. The receiving party shall certify in writing that it has returned (or destroyed as in the case of fixation in computer storage mediums) all copies of the Information in its possession.

## **5. Continuation of Confidential Obligations**

The obligations of Paragraphs 1-4, except as otherwise provided in Paragraph 1.D, shall remain in effect and bind or inure to the benefit of the heirs, successors, assignees, and legal representatives of each party to this Agreement after expiration or termination of this Agreement.

## **6. Disputes and Arbitration**

The parties agree that any disputes or questions arising under this Agreement, including the construction and application of this Agreement, shall be settled in a court of law with proper jurisdiction being Prince William County, the Commonwealth of Virginia.

## **7. General**

- A. This Agreement constitutes the entire agreement between the parties, superseding any and all prior or contemporaneous oral or written representations, communications, understandings or agreements with regard to the subject matter hereof.

- B. Any and all modifications or amendments to the Agreement must be in writing and signed by both parties.
- C. Each party acknowledges that this Agreement is a valid and legally binding obligation that has been executed by an authorized representative.
- D. This Agreement is governed by and construed in accordance with the laws of the Commonwealth of Virginia.
- E. A copy of this Agreement transmitted via facsimile, bearing the signature of one or both parties shall be deemed to be of the same legal force and effect as an original of the Agreement bearing such signature(s) as originally written by such one or both parties.

**8. Third Party Beneficiaries**

*The data subjects (as defined in Virginia Code § 2.2-3801) about whom information is disclosed under this Agreement are intended by the parties to be third party beneficiaries of this Agreement.*

=====

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Regulation 504-2  
PERSONNEL  
February 1, 1995

PERSONNEL

Drug and Alcohol Testing

**In General**

- A. All Prince William County School Board employees who must have a commercial driver's license in order to perform their job responsibilities are subject to drug and alcohol testing under this regulation. Any holder of a commercial driver's license shall be deemed to have consented to such testing as required by federal law. As used hereafter in this regulation, "driver" means an employee who operates a commercial motor vehicle for the School Division. This testing is required by federal law, and shall be performed consistently with this regulation. If, however, federal law conflicts, this regulation shall be deemed amended to conform to the federal law.
- B. No drug or alcohol testing shall be performed except in accordance with federal law.
- C. Drug and alcohol testing shall begin on January 1, 1995.
- D. Prohibitions on the use of alcohol:
- (1) No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater. "Alcohol concentration," as used in this regulation, means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under the federal regulation (see "Legal Reference," on page 6 of this regulation).
  - (2) No driver shall report for duty or operate a commercial motor vehicle while the driver possesses alcohol.
  - (3) No driver shall use alcohol while performing safety-sensitive functions.
  - (4) No driver shall perform safety-sensitive functions within four hours after using alcohol.
  - (5) If a driver is required to have a post-accident test under regulation, he or she shall not use alcohol until eight hours after the accident or until the test is performed, whichever occurs first.

Regulation 504-2  
PERSONNEL  
February 1, 1995  
Page 2

E. Prohibitions on the use of controlled substances:

- (1) No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician, and the physician has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.
- (2) No driver shall report for duty, remain on duty or perform a safety-sensitive function if the driver tests positive for controlled substances, except as duly authorized by a physician as outlined in (1) above.

**Testing**

A. Testing shall be conducted by a contractor who shall comply with the provisions of federal law governing testing of commercial drivers. All time spent providing a breath and/or urine sample, including travel time to and from the collection site, is on-duty time.

B. Types of testing:

- (1) Pre-employment: every driver hired after January 1, 1995, will be required to undergo testing for alcohol and controlled substances, unless exempted by federal regulation. The alcohol test must result in a finding of an alcohol content of less than 0.04 and the controlled substance test must indicate a verified negative result. If a new hire's alcohol test yields a result of between 0.02 and 0.04, he or she shall not perform or continue to perform safety-sensitive functions for 24 hours following the test.
- (2) Post-accident: every driver involved in an accident involving a commercial motor vehicle shall be tested if either of the following conditions apply:
  - a. Human life was lost, or
  - b. The driver receives a citation for a moving traffic violation because of the accident.

Regulation 504-2  
PERSONNEL  
December 7, 1994  
Page 3

- (3) Random testing: every driver shall be subject to random testing. The rate of random testing shall be set in accordance with federal law. The initial rate shall be 25% for alcohol testing and 50% for controlled substances testing. Due to the nature of random testing, one driver might be tested more than once before another driver is tested at all. The chance of a particular driver being tested does not go down after that driver is tested. The selection of drivers for testing shall be made by a scientifically valid method which gives each driver an equal chance of being tested each time selections are made. Random tests shall be unannounced.
- (4) Reasonable suspicion testing:
- a. It is the responsibility of a driver's supervisor to require the driver to undergo an alcohol test when the supervisor has reasonable suspicion to believe that the driver has:
    - i. Reported to duty or remained on duty with an alcohol concentration of 0.02 or greater, or
    - ii. Has used alcohol while performing safety-sensitive functions, or
    - iii. Has used alcohol less than four hours before performing safety-sensitive functions.
  - b. It is the responsibility of a driver's supervisor to require the driver to undergo a controlled substances test when the supervisor has reasonable suspicion of controlled substance use by the driver while the driver is on duty or reasonable suspicion that the driver is under the influence of controlled substances while on duty.
  - c. No supervisor shall require a reasonable suspicion test unless the supervisor has undergone training as mandated by federal regulation. The supervisor must make specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the driver before requiring testing, and should make a contemporaneous written record of the reasons for requiring the test. Alcohol testing is authorized only if the observations were made during, just



Regulation 504-2  
PERSONNEL  
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Page 4

before, or just after the period of the work day in which the driver performs safety-sensitive functions.

- (5) Return-to-duty testing: Any driver found to have engaged in conduct prohibited by this regulation shall undergo a test before returning to duty. If the prohibited conduct involved alcohol, the driver shall take an alcohol test and shall not be allowed to return to work unless the result is less than 0.02. If the prohibited conduct involved controlled substances, the driver shall take a controlled substances test and shall not be allowed to return to work unless the result is a verified negative for controlled substances use.
- (6) Follow-up testing: Each driver identified as needing assistance in resolving problems associated with alcohol misuse or controlled substances use shall undergo unannounced follow-up alcohol and/or controlled substances testing as directed by a substance abuse professional in accordance with federal regulations.

C. Handling of Test Results, Record Retention, and Confidentiality

- (1) The contractor who handles the School Board's testing program shall maintain records and provide reports to federal agencies in accordance with federal regulations.
- (2) Testing records shall be maintained in a secure location with controlled access. The records shall be available to School Board personnel only if they have a legitimate need to know the contents of that information. The Director of Personnel shall make the determination of who has a legitimate need to know.

**Consequences for Drivers of Engaging in Prohibited Conduct**

- A. Removal from safety-sensitive functions: Any driver violating any provision of this regulation or the federal regulations on alcohol and controlled substance abuse shall be removed from all safety-sensitive functions.

Regulation 504-2  
PERSONNEL  
December 7, 1994  
Page 5

- B. Required evaluation and testing: A driver removed from safety-sensitive functions shall not return to duty except after (i) being advised of available resources for substance abuse treatment, (ii) an evaluation by a substance abuse professional, and (iii) return-to-duty testing. If the driver is identified as needing assistance in resolving substance abuse problems, an evaluation will be made to determine whether the driver has followed any prescribed rehabilitation program and shall be subject to unannounced follow-up tests.
- C. Alcohol tests between 0.02 and 0.04: A driver whose breath test reveals an alcohol concentration of 0.02 or greater but less than 0.04 shall be removed from safety-sensitive functions for 24 hours or until the start of the driver's next regularly scheduled duty period, whichever period of time is greater. The employee may be temporarily transferred to a non-safety-sensitive position, if available, or may be required to take leave. If required to use leave, the employee may use any unused annual, personal, or restricted leave during the required absence. If the employee is required to use leave but has no annual, personal, or restricted leave, the employee must take leave without pay.
- D. Refusal to undergo tests: If a driver fails to provide adequate breath for testing without a valid medical explanation after receiving notice of the requirement for breath testing, or fails to provide adequate urine for controlled substance testing without a valid medical explanation after receiving notice of the requirement for urine testing, or engages in conduct which clearly obstructs the testing process, the driver shall be removed from safety-sensitive functions and may be subject to discipline.
- E. Federal and State law penalties: Any driver in violation of this regulation or the federal regulation on alcohol and controlled substance abuse may be reported to the Federal Highway Administration for possible civil or criminal proceedings and to local law enforcement authorities for possible criminal prosecution under Virginia or local law.
- F. Disciplinary Action: Any driver in violation of this regulation is subject to administrative discipline up to and including dismissal, under both this regulation and Regulation 504-1, "Drug-Free and Alcohol-Free Work Place."

Regulation 504-2  
PERSONNEL  
December 7, 1994  
Page 6

The following guidelines are purely as an aid to consistent administration of this policy and are not to be construed as a promise to employees nor as a limitation on the authority of the School Board. Deviation from these guidelines is authorized for any articulable circumstance which merits an increase or decrease, as the case may be, in the discipline imposed.

- (1) A driver shall be terminated in any of the following circumstances:
  - a. If a driver is impaired in his or her driving or ability to drive during work hours by intoxication with alcohol (alcohol concentration of .04 or greater) or controlled substances;
  - b. If a driver fails to complete counseling under this regulation or tests positive for controlled substances in follow-up testing;
  - c. If a driver is required to have post-accident testing and is found to have an alcohol concentration level of .04 or greater, tests positive for controlled substances, or consumes alcohol before either the test is administered or eight hours elapse (whichever occurs first);
  - d. If the employee fails to provide adequate breath or urine samples for testing without a valid medical explanation; or
  - e. If a driver violates this policy after having received a written reprimand for a violation of this regulation on a different day.
- (2) Any other violation of this regulation may result in a written reprimand and/or other discipline, such as suspension without pay.

Legal Reference:

49 CFR Part 382, et seq., "Controlled Substances and Alcohol Use and Testing"

The Director of Personnel is responsible for the monitoring and implementation of this regulation.

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

August 18, 2016

**TECHNICAL & PRICING PROPOSAL**

for

**Drug and Alcohol Collection, Testing and Medical Review Officer  
(MRO) Services for Prince William County Public Schools**

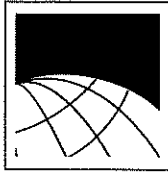
This proposal includes data that shall not be disclosed outside Prince William County Schools and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of – or in connection with – the submission of this data, Prince William County Schools shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract, Financial Statement exempted. This restriction does not limit the Prince William County Schools right to use information contained in this data if it is obtained from another source without restriction. The data subject to restriction is on all pages.

**Submitted to:**  
**Prince William County Schools**  
**Attn: Purchasing Office**  
**RFP #R-SF-16038**  
**14715 Bristow Road**  
**Manassas, Virginia 20112**  
**Attn: Financial Services/Purchasing Room #1500**

**In Response to:**  
**Solicitation R-SF-16038**  
**As Amended**

**FORENSIC**  
*Drug & Alcohol Testing, LLC*

**Forensic Drug & Alcohol Testing, LLC**  
**14150 Park East Circle, Suite 130**  
**Chantilly, Virginia 20151**  
**888-279-0727**



**REQUEST FOR PROPOSAL**

**ISSUE DATE: July 13, 2016**

**RFP #: R-SF-16038**

**TITLE: Drug & Alcohol Collection, Testing & Medical Review Officer Services**

Sealed proposals must be received and time stamped in **prior to 2:00 PM, August 18, 2016**. Offerors are responsible for ensuring that the Purchasing Office receives their proposal submission by the deadline indicated. The time a proposal is received shall be determined by the time stamped by the time clock in the Purchasing Office. **Proposals received after the stated due date and time shall not be considered.**

**A Pre-proposal Conference will NOT be held for this procurement.**

**All questions/requests for information must be submitted in writing, addressed to:** Prince William County Schools Purchasing Office, ATTN: RFP No. R-SF-16038, 14715 Bristow Road, Manassas, VA 20112 and to be assured consideration, must be received prior to **4:00 PM, July 21, 2016**. Questions may be submitted by fax to (703) 791-8610, or email to **Sheila D. Farmer, CPPB, Senior Buyer** (farmersd@pwcs.edu). After reviewing any questions/requests submitted, the PWCS Purchasing Office will issue an addendum to respond to items it deems necessary. Changes to this RFP will be made only by written addendum issued by the PWCS Purchasing Office.

**PROPOSALS MAILED SHALL BE SENT DIRECTLY TO:**

Prince William County Public Schools  
 Attn: Purchasing Office  
 Financial Services/Purchasing Room #1500  
 RFP #R-SF-16038  
 P.O. Box 389  
 Manassas, VA 20108

**PROPOSALS HAND DELIVERED AND/OR EXPRESS COURIER SERVICES SHALL BE DELIVERED TO:**

Prince William County Public Schools  
 Attn: Purchasing Office  
 RFP #R-SF-16038  
 14715 Bristow Road  
 Manassas, VA 20112  
 Attn: Financial Services/Purchasing Room #1500

Addendum No.  Date:  5-201 Addendum No.  Date:  8-201 Addendum No.  Date:

**Information the Offerors deems proprietary is to be included in the proposal in the separate section of the proposal identified and included in (TAB 7) of the proposal response. See Proposal Submission Requirements, Section 8.11, in this RFP for additional information.**

**Proprietary Information Enclosed:**  YES  NO

**All proposed exceptions to this RFP, and any proposed changes to the contract documents or terms and conditions, are to be included in (TAB 8) of the proposal response. See Proposal Submission Requirements Section 8.12, in this RFP for additional information.**

**Proposed Exceptions to the RFP:**  YES  NO

REQUEST FOR PROPOSALS TITLE PAGE - TWO

In compliance with this RFP and all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this RFP. Sign in blue ink and type or print requested information.

My signature certifies that this firm or individual has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to PWCS, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to PWCS, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with PWCS. My signature confirms that I have read and understand the General Terms and Conditions are a part of any negotiated contract.

STATE CORPORATION COMMISSION (SCC) IDENTIFICATION NUMBER

Under paragraph 18 of the General Terms and Conditions, the Offeror agrees, if this proposal is accepted by PWCS, for such services and/or items, that the Offeror has met the requirements of the Virginia Public Procurement Act (VPPA) § 2.2-4311.2. Any falsification or misrepresentation contained in the statement submitted by Offeror pursuant to Title 13.1 or Title 50 may be cause for debarment by PWCS.

Offeror shall complete the following by checking the appropriate line that applies and provide the required information. Offerors failing to provide the required information indicated below will result in having their proposal not considered for evaluation.

- 1. [X] Offeror is a Virginia business entity organized and authorized to transact business in the Commonwealth of Virginia by the State Corporation Commission (SCC). The Offeror's current valid identification number issued by the SCC is 240211. (The SCC number is NOT your federal tax identification number). -OR-
2. \_\_\_ Offeror is a sole proprietor and no SCC number is required. -OR-
3. \_\_\_ Offeror 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. This does not account for any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts. It also, does not account for any incidental presence of the Offeror 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 the Offeror's out-of-state location. Offeror is required to include with this proposal documentation from their legal counsel which accurately and completely states why the Offeror is not required to be so authorized within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. -OR-
4. \_\_\_ Offeror currently has pending before the SCC an application that was submitted prior to the due date and time of this solicitation for authority to transact business in the Commonwealth of Virginia and seeks consideration for a waiver to allow the submission of the SCC identification number after the due date for proposals (PWCS reserves the right to determine in its sole discretion whether to allow such waiver.)

THIS PROPOSAL IS SUBMITTED BY:

Full Legal Name of Offeror: [Redacted]
Mailing Address: [Redacted]
Remittance Address (If Different): [Redacted]
Phone: [Redacted] Fax: [Redacted]
Email Address: [Redacted] Contact Person: [Redacted]
Tax Identification (FIN/SSN#): [Redacted]
Typed/Printed Name: [Redacted] Signature: [Redacted]
Date: [Redacted] (Person signing must be authorized to bind the Offeror in contractual matters)

INCLUDE PAGES 1 AND 2 OF THIS RFP AS THE FIRST 2 PAGES OF YOUR PROPOSAL RESPONSE



**ADDENDUM #1**

**Addendum Issue Date: August 5, 2016**

**REFERENCE:** Request for Proposal Number: **R-SF-16038**  
**Title:** Drug & Alcohol Collection, Testing & Medical Review Officer Services  
**RFP Issue Date:** July 13, 2016  
**Sealed Proposal Due Date:** August 18, 2016

*A signed acknowledgment of this addendum must be received by the Purchasing Office either prior to the Proposal due date and hour specified, or attached to the RFP. Signature on this addendum does not constitute the Offeror's signature on the original proposal document. The original proposal document shall also be signed.*

*All Offerors shall be advised of the following clarifications, changes/additions in the referenced solicitation.*

1. **REPLACE:** Page, 25, Attachment B, **Replace with Revised Pricing Evaluation, dated August 4, 2016, attached.** UNIT PRICING SHALL BE ALL INCLUSIVE. PROPOSED UNIT COSTS SHALL BE FOR PROVIDING COMPLETE SERVICES; INCLUDING COLLECTION, ANALYSIS, MRO SERVICES, RECORDS MAINTENANCE, TRAVEL/MILEAGE, HOURLY RATES, OVERHEAD, MISC. SUPPORT SERVICES, ETC. EXTRA CHARGES WILL NOT BE ALLOWED.

2. Question. "Section, Background, we would request that PWCS review the approximate numbers listed as we feel that the drug testing numbers may be too low."

*Answer: Page 4, Section 2. Background, last sentence states: "These numbers represent estimated usage and should not be considered guaranteed quantities."*

3. Question: "Section, 5.1.13; In order to keep the per specimen cost down would PWCS consider adding a line item for Program Management in order to meet the need for services outside the scope of collections/testing?"

*Answer: Yes, PWCS will consider. Offeror shall clearly identify and include any additional task (i.e. proposal pricing) to your proposal submittal in Tab 2, Section, 8.13.2.2. Project Methodology and Approach (Tab 2). Refer to RFP, page 11, item "h). Offeror shall include in the proposal a description of any significant task not listed in the Statement of Needs which they know to be necessary for services to be performed."*

4. Question. "Section, 5.2.2.3.1; HHS Mandatory Guidelines for Workplace Testing mandates a 5-panel for DOT regulated testing. Recommend changing this section to reflect correct panel as well as correcting the Price Evaluation."

*Answer: While this is a minimum requirement for DOT workplace testing, PWCS will establish a 10-panel test. Offerors may submit a 5 panel pricing in Section 8.13.2.2. Project Methodology and Approach (Tab 2). Refer to RFP, page 11, item "h). Offeror shall include in the proposal a description of any significant task not listed in the Statement of Needs which they know to be necessary for services to be performed."*

5. Question. Attachment J; Is Regulation 504-2 the most current policy being used by PWCS?

*Answer: Yes, this is the current Regulation. Regulation 504-2, Drug and Alcohol Testing. This regulation will be amended in the future, and the Contractor shall comply with all updated versions of applicable laws, county, state, federal and PWCS rules and regulations.*

**PURCHASING OFFICE**

6. Question. Attachment B; When comparing the Current Master Agreement with the Price Evaluation we noticed that the Price Evaluation does not include a line item for Emergency Testing. Will PWCS consider adding a line item for Emergency Testing?

Answer: Yes, see Revised Pricing Evaluation form, Attachment B, dated August 4, 2016.

7. Question. Attachment B; Item 15 states Travel Time but references mileage. Are we to provide an hourly rate for the actual time to a collection site or should this read Travel Mileage to PWCS Sites?

Answer: Pricing Evaluation form has been replaced and travel time line item removed. New Pricing Evaluation form, Attachment B, dated August 4, 2016. A new line item has been included for Emergency/Reasonable Suspicion Testing or Specific Testing outside of a monthly, random selection. UNIT PRICING SHALL BE ALL INCLUSIVE. PROPOSED UNIT COSTS SHALL BE FOR PROVIDING COMPLETE SERVICES; INCLUDING COLLECTION, ANALYSIS, MRO SERVICES, RECORDS MAINTENANCE, TRAVEL/MILEAGE, HOURLY RATES, OVERHEAD, MISC. SUPPORT SERVICES, ETC. EXTRA CHARGES WILL NOT BE ALLOWED.

8. Question. Previous proposals have included the Metropolitan Washington Council of Governments Rider Clause however is not included as an attachment here. Is this an oversight or will the resulting contract not be eligible?

Answer: The cooperative procurement language is included in Attachment A, General Terms and Conditions, Item 26.

9. Question: Where should I include, as identified on the Pricing Evaluation form, Attachment B, the detailed description of Litigation/Expert Witness Services and Supervisor and Employee Training Services offered including proposed costs for said services:

Answer: Include the detailed description for the Litigation/Expert Witness Services and the Supervisor and Employee Training Services in Tab 2, Section, 8.13.2.2. Project Methodology and Approach. Refer to RFP, page 11, item h.

ALL OTHER SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED.

**A signed acknowledgment of this addendum must be received by the Purchasing Office either prior to the Proposal due date and hour specified, or attached to the RFP. Signature on this addendum does not constitute the Offeror's signature on the original proposal document. The original proposal document shall also be signed.**

Sheila D. Farmer, CPPB  
Senior Buyer

**ACKNOWLEDGMENT: RFP No. R-SF-16038, Addendum #1**

**Drug & Alcohol Collection, Testing & Medical Review Officer Services**

.....  
[Redacted] Drug & Alcohol Testing  
Name of Firm  
[Redacted] 18-201  
Date  
[Redacted] 8-27-07  
Telephone Number  
[Redacted] michael.wrobel@fd-at  
E-mail

Signature  
[Handwritten Signature]  
Print Name  
[Redacted] Michael C. Wrobel  
Print Title  
[Redacted] Vice President

ATTACHMENT: Pricing Evaluation – Attachment B (Revised)



**REVISED - PRICING EVALUATION (August 4, 2016)**

**ATTACHMENT B**

**PRICING EVALUATION** The Offeror shall submit proposed costs for the services being offered. Itemized costs shall be in the form of firm-fixed delivered unit prices. **No extra charges shall be allowed** in accordance with the Statement of Needs, General and Special Terms and Conditions identified herein.

**UNIT PRICING SHALL BE ALL INCLUSIVE. PROPOSED UNIT COSTS SHALL BE FOR PROVIDING COMPLETE SERVICES; INCLUDING COLLECTION, ANALYSIS, MRO SERVICES, RECORDS MAINTENANCE, TRAVEL/MILEAGE, HOURLY RATES, OVERHEAD, MISC. SUPPORT SERVICES, ETC. EXTRA CHARGES WILL NOT BE ALLOWED.**

<b>Proposed Costs R-SF-16038</b>				
<b>Item #</b>	<b>Item</b>	<b>Collection Location</b>	<b>Unit</b>	<b>Unit Cost</b>
<b>DOT Testing:</b>				
1	DOT NIDA 10 Panel	On-site PWCS' Site	Each	
2	DOT NIDA 10 Panel	Contractor's Site	Each	
3	DOT Breath Alcohol Test, Confirmation	On-site PWCS' Site	Each	
4	DOT Breath Alcohol Test, Confirmation	Contractor's Site	Each	
<b>Non-DOT Testing:</b>				
5	Non-NIDA 10 Panel	On-site PWCS' Site	Each	
6	Non-NIDA 10 Panel	Contractor's Location	Each	
7	Non-DOT Breath Alcohol Test, Screening	On-site PWCS' Site	Each	
8	Non-DOT Breath Alcohol Test, Screening	Contractor's Site	Each	
<b>Other Collection/Testing Related Services:</b>				
9	Random Selection	N/A	Per Month/ Per Pool	
10	Retest of Split Specimen, including MRO Review of Results (Distinguish between PWCS request and employee request for split specimen. Offeror shall furnish methodology for collection of feed should the employee request the split specimen)	N/A	Each	
11	Medical Examination of Employee Unable to Produce a Specimen, including MRO Review of Results	N/A	Each	
12	Wait Time**	On-Site PWCS' Site	Each	
13	Emergency/Reasonable Suspicion Testing or Specific Testing outside of a monthly, random selection.	On-Site PWCS' Site	Each	
14	Litigation/Expert Witness Services	Offeror shall submit a detailed description of Litigation/Expert Witness services offered, including proposed costs for said services.		
15	Supervisor and Employee Training Services	Offeror shall submit a detailed description of Supervisor and Employee Training services offered, including proposed costs for said services.		

\* PWCS' sites are identified in Section 5.1.10, and Attachment D.

\*\* Wait time is defined as time the collector is requested, by PWCS, to wait for a late employee, an employee that is having difficulty producing a specimen, etc. All wait time must be pre-authorized by the PWCS' Technical Point of Contact. In addition, wait time of less than one (1) hour shall be computed on a pro rata basis to the nearest quarter (.25) hour. Contractor shall not be compensated for unauthorized wait time charges.

I will accept single use credit card for payment: Yes , No

Printed Offeror/Company Name: Drug & Alcohol Testing



**ADDENDUM #2**

**Addendum Issue Date: August 8, 2016**

**REFERENCE: Request for Proposal Number: R-SF-16038**  
**Title: Drug & Alcohol Collection, Testing & Medical Review Officer Services**  
**RFP Issue Date: July 13, 2016**  
**Sealed Proposal Due Date: August 18, 2016**

*A signed acknowledgment of this addendum must be received by the Purchasing Office either prior to the Proposal due date and hour specified, or attached to the RFP. Signature on this addendum does not constitute the Offeror's signature on the original proposal document. The original proposal document shall also be signed.*

*All Offerors shall be advised of the following clarifications, changes/additions in the referenced solicitation.*

- REPLACE:** Page, 25, Attachment B, **Replace with Revised Pricing Evaluation, dated August 8, 2016, attached.** UNIT PRICING SHALL BE ALL INCLUSIVE. PROPOSED UNIT COSTS SHALL BE FOR PROVIDING COMPLETE SERVICES; INCLUDING COLLECTION, ANALYSIS, MRO SERVICES, RECORDS MAINTENANCE, TRAVEL/MILEAGE, HOURLY RATES, OVERHEAD, MISC. SUPPORT SERVICES, ETC. EXTRA CHARGES WILL NOT BE ALLOWED.
  - Change to Pricing Evaluation: HHS Mandatory Guidelines for Workplace Testing mandates a 5-panel for DOT regulated testing. Change to line 1, 2, 5, and 6 of Pricing Evaluation form, see attached.

ALL OTHER SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED.

**A signed acknowledgment of this addendum must be received by the Purchasing Office either prior to the Proposal due date and hour specified, or attached to the RFP. Signature on this addendum does not constitute the Offeror's signature on the original proposal document. The original proposal document shall also be signed.**

Sheila D. Farmer, CPPB  
 Senior Buyer

**ACKNOWLEDGMENT: RFP No. R-SF-16038, Addendum #2**

**Drug & Alcohol Collection, Testing & Medical Review Officer Services**

\_\_\_\_\_  
 Name of Firm  
 \_\_\_\_\_  
 Date  
 \_\_\_\_\_  
 Telephone Number  
 \_\_\_\_\_  
 E-mail

\_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Print Name  
 \_\_\_\_\_  
 Print Title

ATTACHMENT: Pricing Evaluation – Attachment B (Revised)

**PURCHASING OFFICE**

**REVISED - PRICING EVALUATION (August 8, 2016)**

**ATTACHMENT B**

**PRICING EVALUATION** The Offeror shall submit proposed costs for the services being offered. Itemized costs shall be in the form of firm-fixed delivered unit prices. **No extra charges shall be allowed** in accordance with the Statement of Needs, General and Special Terms and Conditions identified herein.

**UNIT PRICING SHALL BE ALL INCLUSIVE. PROPOSED UNIT COSTS SHALL BE FOR PROVIDING COMPLETE SERVICES; INCLUDING COLLECTION, ANALYSIS, MRO SERVICES, RECORDS MAINTENANCE, TRAVEL/MILEAGE, HOURLY RATES, OVERHEAD, MISC. SUPPORT SERVICES, ETC. EXTRA CHARGES WILL NOT BE ALLOWED.**

<b>Proposed Costs R-SF-16038 (Addendum No. 2, dated August 8, 2016)</b>				
<b>Item #</b>	<b>Item</b>	<b>Collection Location</b>	<b>Unit</b>	<b>Unit Cost</b>
<b>DOT Testing:</b>				
1	DOT NIDA 5 Panel	On-site PWCS' Site	Each	
2	DOT NIDA 5 Panel	Contractor's Site	Each	
3	DOT Breath Alcohol Test, Confirmation	On-site PWCS' Site	Each	
4	DOT Breath Alcohol Test, Confirmation	Contractor's Site	Each	
<b>Non-DOT Testing:</b>				
5	Non-DOT 10 Panel	On-site PWCS' Site	Each	
6	Non-DOT 10 Panel	Contractor's Location	Each	
7	Non-DOT Breath Alcohol Test, Screening	On-site PWCS' Site	Each	
8	Non-DOT Breath Alcohol Test, Screening	Contractor's Site	Each	
<b>Other Collection/Testing Related Services:</b>				
9	Random Selection	N/A	Per Month/ Per Pool	
10	Retest of Split Specimen, including MRO Review of Results (Distinguish between PWCS request and employee request for split specimen. Offeror shall furnish methodology for collection of feed should the employee request the split specimen)	N/A	Each	
11	Medical Examination of Employee Unable to Produce a Specimen, including MRO Review of Results	N/A	Each	
12	Wait Time**	On-Site PWCS' Site	Each	
13	Emergency/Reasonable Suspicion Testing or Specific Testing outside of a monthly, random selection.	On-Site PWCS' Site	Each	
14	Litigation/Expert Witness Services	Offeror shall submit a detailed description of Litigation/Expert Witness services offered, including proposed costs for said services.		
15	Supervisor and Employee Training Services	Offeror shall submit a detailed description of Supervisor and Employee Training services offered, including proposed costs for said services.		

\* PWCS' sites are identified in Section 5.1.10, and Attachment D.

\*\* Wait time is defined as time the collector is requested, by PWCS, to wait for a late employee, an employee that is having difficulty producing a specimen, etc. All wait time must be pre-authorized by the PWCS' Technical Point of Contact. In addition, wait time of less than one (1) hour shall be computed on a pro rata basis to the nearest quarter (.25) hour. Contractor shall not be compensated for unauthorized wait time charges.

I will accept single use credit card for payment: Yes  No

Printed Offeror/Company Name: Drug & Alcohol Testing

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## **II. Project Methodology and Approach**

### **Statement of Needs**

As set forth in section 5 of the RFP, FD&AT recognizes that Prince William County Schools (PWCS) requires full service management of their Drug and Alcohol Testing Program to include, Random Selections, Collections, Testing, and MRO Services as well as providing training to PWCS employees. FD&AT understands that these services are to be provided on an “as needed basis” in accordance with the minimum specifications, performance requirements and terms and conditions outlined in section 5 of the RFP. FD&AT has broken down section 5 of the RFP into what we feel are logical categories. Each subsection that follows will be keyed to reference each part of section 5 of the RFP. Section II.1, Understanding of the Minimum Requirements will address section 5.1 and all subsections therein. Section II.2, Response to the Complete Requirements will address sections 5.2 and 5.3 and all of their subsections. Section II.3 outlines FD&AT’s Response to the Complete Requirements, Medical Review Officer Services. Section II.4 outlines FD&AT’s Proposed Approach while Section II.5 details our Preliminary Work Plan should FD&AT be awarded a contract.

### **II.1 Understanding of the Minimum Requirements**

**5.1.1** FD&AT’s objective is to support PWCS’s drug and alcohol testing requirements as detailed in the department’s regulation that establishes their Alcohol and Drug-Free Workplace Program, e.g., PWCS regulation 504-1, covering the Reasonable Suspicion testing of Non-DOT regulated personnel and 504-2 encompassing the testing of all DOT regulated personnel.

FD&AT collectors are trained according to the requirements set forth in 49 CFR Parts 40.33, for Drug, and 40.213, for Alcohol collections. Upon completion of training the collectors are entered into a database that allows us to track when refresher training is required. Copies of collector’s certificates are kept on file in our corporate office. FD&AT requires that all of its subcontractors certify their collectors in accordance with these regulations and make available to FD&AT any collectors certificates upon request.

FD&AT has a Quality Control/Quality Assurance Program (QC/QAP) for both drug and alcohol testing in order to monitor the quality of service provided. Mechanisms are in place to conduct site audits and to change procedures, if required, due to any regulatory changes. FD&AT is a member of two national industry organizations, Drug and Alcohol Testing Industry Association (DATIA), and Substance Abuse Program Administrators Association (SAPAA) who provide tracking of regulatory changes as a part of their member services. PWCS Program Administrators will be notified of any changes, such as any amendments or changes to 49 CFR Part 40 Procedures, and training will be provided to the appropriate level of staff/employees. Located in the Exhibits section, is a flow chart of how our continuous improvement process works. FD&AT shall comply with all federal, state, and local rules and regulations at all times.

**5.1.2** FD&AT subcontracts with LabCorp of America (primary laboratory) and Quest Diagnostics (split specimen testing facility) for laboratory services. Both of these laboratories comply with all federal regulations set forth in 49 CFR Part 40, Subpart F, as well as all state and local laws governing laboratory operations. Copies of laboratory certifications can be found in the Exhibits section.

**5.1.3** Pursuant to SAMHSA and HHS guidelines, FD&AT certifies that it currently maintains and promotes a drug free workplace in compliance with the Drug Free Workplace Act of 1988, as well as the recently updated Mandatory Guidelines for Drug Testing Programs as it relates to Third Party Administrators. A copy of our self-issued Drug Free Workplace certification can be found in the Exhibits section.

**5.1.4** FD&AT subcontracts with LabCorp of America (primary laboratory) and Quest Diagnostics (split specimen testing facility) for laboratory services. Both of these laboratories are certified by HHS under the National Laboratory Certification Program (NLCP) for all testing required by 49 CFR Parts 40 and 382. The Laboratory Certificate can be found in the Exhibits section.

**5.1.5** FD&AT will be teaming with University Services (US) to provide MRO Services to PWCS. US has over 33 years of experience providing medically related services. US's medical professionals are licensed physicians with special competence in substance abuse, toxicology, and other specialties. US complies with all federal regulations set forth in 49 CFR Part 40, Subpart G, as well as all state and local laws governing MRO services. US's certifications can be found in the Exhibits section.

**5.1.6** FD&AT will keep information obtained in the course of this Contract confidential in compliance with any applicable State and Federal confidentiality requirements regarding collection, maintenance and use of medical information. This includes the requirements of the Federal Health Insurance Portability and Accountability Act (HIPAA). However, it should be noted that no medical information is ever collected during a specimen collection or breath alcohol test.

FD&AT provides training to employees regarding confidentiality obligations and limits access only to those employees with a need to know during the performance of the Contract. FD&AT shall restrict use and disclosure of the records, provide safeguards against misuse of information, keep a record of any disclosures of information, provide all necessary procedural and legal protection for any disclosures of information.

**5.1.7** FD&AT utilizes a dedicated Windows 7 Workstation to host Scanlon Associate's DrugPak Software Suite (DrugPak). DrugPak has two software modules, DP Informer and DP Live, which allows for FD&AT to provide the PWCS program administrator options for how they would like to receive their information. DP Informer allows for the information to be encrypted and automatically distributed via secure email or fax to the appropriate program administrator. DP Live can be configured to provide the testing information via a secure website. All alcohol test results will be reported to the Department Program Administrator daily and any positive alcohol results (BAC>0.02) will be reported immediately.

In this section of the RFP; it is stated that PWCS "...shall be notified of a positive drug test result within 24 hours after sample collection has occurred." This is not a requirement that can normally be met due to the MRO process mandated by 49 CFR Part 40 regarding the process that needs to occur after a positive result is reported from the lab. However, upon FD&AT receiving notice of a verified positive result from the MRO PWCS will be notified immediately. Further explanations of the MRO steps are covered in section II.3., Response to the Complete Requirements, Medical Review Officer Services.

**5.1.8** All records associated with each specimen collection or alcohol test is retained as required by 49 CFR Part 40 and 382. This includes but is not limited to; the random selection list, notification letter, the drug and alcohol custody and control form, and the drug and alcohol test result. Additionally, the MRO maintains all documentations associated with the MRO's determination of test results, logs of any discussions between the MRO and any employee testing positive. Finally, the laboratory maintains the laboratory's results of the initial immunoassay test and the confirmatory gas chromatography/mass spectrometry (GC/MS) chromatogram. All physical documentation, ie. CCFs and ATFs, and their results are captured by DrugPak for ease of preparing an annual MIS statistical report required by DOT.

**5.1.9** FD&AT has the capabilities to provide drug and alcohol collections and testing services 24 hours a day, 7 days per week utilizing our teams of mobile collectors. Currently FD&AT maintains two toll-free number, 1-888-279-0727, where someone is always available between 8:00am to 5:00pm, Monday – Friday. For after-hours emergencies, call 1-888-844-

1119, option 5 to speak to a FD&AT supervisor who will arrange for the emergency collection or handle any problems you may have. The MRO also has a toll-free number, 1-800-624-3784, that is available 24/7 that Program Administrators and employees can use to contact the MRO.

**5.1.10** As the incumbent provider of services FD&AT is aware of the locations of all of PWCS Transportation Centers as well as the list of locations provided on Attachment D of this RFP and can respond appropriately to all locations utilizing our team of mobile collectors.

**5.1.10.1** FD&AT can provide drug & alcohol testing services as needed in the event that a PWCS staff member is operating a motor vehicle outside of the local area as described in section 5.1.10.1. FD&AT has access to collection sites and mobile collectors nationwide through other contract affiliations. Additionally, on a more regional basis FD&AT has Patient Service Centers (PSC) and clinics located in areas other than Prince William County that we use for drug and alcohol testing. Either of the two toll-free numbers listed in paragraph 5.1.9 can be used when an emergency test (post-accident or reasonable suspicion) is needed. The caller needs to provide the location where the employee to be tested is located so a determination can be made how best to service the request, e.g., through a clinic or as a mobile collection, within the maximum 8 hour window of opportunity.

**5.1.10.2** Standard procedures for drug and alcohol collection services can be carried out easily within 45 minutes of arrival at the collection site barring any collection issues such as a "Shy Bladder", an attempt to adulterate or substitute a specimen, or a temperature out of range. 49 CFR Part 40 provides specific procedures that our collectors are trained to follow in each of the aforementioned situations. For Example, § 40.193 prescribes procedures to handle shy bladder situations in which an employee does not provide a sufficient amount of urine to permit a drug test (i.e., 45 mL of urine). The donor has 3 hours from the first attempt in order to provide sufficient urine. The donor may have up to 40 ounces of fluid, distributed reasonably through the period of 3 hours, or until the individual has provided a sufficient urine specimen, whichever occurs first.

**5.1.11** FD&AT will be able to provide evening shift random collections to accommodate PWCS evening shift personnel. The minimum number of collections that would be required is 3 specimen collections or alcohol tests or any combination thereof.

**5.1.12** FD&AT can provide different modes of training and educational materials for supervisors and for the employees that is in full compliance with 49 CFR Part 382. Because of FD&AT's proximity to PWCS, local training of Supervisors and Employees is highly recommended. FD&AT also has the capability to provide alternative methods of training to include all forms of E-learning. Additionally, Stefni Skorich (Dumphily) our project manager is a certified trainer and is available to conduct on-site training that meets PWCS requirements to cover various shifts.

**5.1.13** As the project manager, Stefni Skorich shall coordinate and supervise, in cooperation with the appropriate PWCS Technical Point of contact, all professional aspects of the PWCS alcohol and drug testing program stated in section 5 of the RFP. FD&AT has found that a close and cooperative relationship with its clients ultimately provides the best service for all parties.

**5.1.14** Please refer to the Attachments section for FD&AT's response to PWCS Application Service Provider Form.



## **II.2 Response to the Complete Requirements, Drug/Alcohol Collection/Testing**

**5.2.1** FD&AT's objective is to support PWCS's drug and alcohol testing requirements as detailed in 49 CFR Part 40 Procedures and the department's regulation that establishes their Alcohol and Drug-free Workplace Program, e.g., PWCS' regulations 504-1 & 2. This includes pre-employment, random, post accident, reasonable suspicion, return to work, and follow up drug and alcohol collections. FD&AT shall comply with all federal, state, and local rules and regulations and procedures identified in Section 5.1.1 through 5.1.14 in the RFP.

**5.2.2; 5.2.2.1** The first phase in designing and managing a random drug and alcohol testing program is to accurately identify all employees who are subject to random selection for testing. The pool will consist of PWCS employees who have a CDL.

FD&AT will use the random selection feature of DrugPak with which to select employees for testing. We have found that doing monthly draws provides a good mix of employees. Testing however should be done weekly. For PWCS 25% of the CDL employees must be tested annually for drugs and 10% for alcohol in order to comply with current FMCSA guidelines. We over sample by approximately 10-15% to account for some employees being unavailable for testing, i.e. school bus drivers during the summer recess. Employees would be put into logical sub-groups, usually by their location, to facilitate testing. Notification letters to the employees for testing would be given to PWCS. We recommend testing at least two days per week in order to maintain program visibility and deterrence. However, we will work with the Department Program Administrator to set up whatever testing periodicity PWCS feels most comfortable with.

**5.2.2.2** Once testing schedules are set FD&AT's Collectors/BATs will be blocked off and notified of the scheduled collection dates and times along with the donor's names. The selected employees would be tested on-site at one of the designated locations listed in 5.1.10 or an alternate location determined by PWCS. Pre-employment collections and collections for employees in a follow-up testing program can also be scheduled as mobile collections as desired. However, not all collections will be scheduled collections. Post-accident and reasonable suspicion collections for PWCS can occur at any time of the day or night. Our emergency mobile collection service is a 24/7 operation. Upon completion of testing the specimen would be sent overnight via FedEx to LabCorp for testing and the remaining paperwork, i.e. the MRO, Collector, and Employer copies would be distributed to the appropriate individuals. Alcohol testing would be scheduled and handled in the same manner as drug testing. Alcohol test results would be sent to the designated Program Administrator or representative at the end of each month with the notable exception that with positive test results the Program Administrator will be contacted immediately by the BAT and a copy of the test results sent as soon as possible by fax or email.

**5.2.2.3; 5.2.2.3.1** LabCorp will test each specimen for the designated panel of drugs prescribed by DOT guidelines. While this section of the RFP calls for a ten (10)-panel test for DOT testing, current DOT guidelines do not allow for it. For random testing of PWCS employees holding a CDL this is currently a five (5)-panel test consisting of marijuana, cocaine, PCP, amphetamines, opiates (now including MDMA ((Ecstasy)). A table showing these cutoff levels is shown below.

Type of Drug or Metabolite:	Initial Test:	Confirmation Test:
Marijuana Metabolites	50 ng/mL	15 ng/mL
Cocaine Metabolites	150 ng/mL	100 ng/mL
Phencyclidine	25 ng/mL	25 ng/mL
Amphetamines	500 ng/mL	250 ng/mL
Opiates	2000 ng/mL	2000 ng/mL
MDMA	500 ng/mL	250 ng/mL

**5.2.2.3.2** PWCS has chosen a ten (10)-panel test for employees that are not regulated by DOT. The ten (10)-panel chosen will include the drugs called out on the five (5)-panel mentioned above and also methaqualones, barbiturates, propoxyphene, methadone, and benzodiazepines. The cutoff levels for the additional drugs are not set by DOT or HHS in their regulations or guidelines and are based on industry standards. A table showing these cutoff levels is below.

Type of Drug or Metabolite:	Initial Test:	Confirmation Test:
Methadone	300 ng/mL	300 ng/mL
Methaqualones	300 ng/mL	300 ng/mL
Barbiturates	300 ng/mL	300 ng/mL
Benzodiazepines	300 ng/mL	300 ng/mL
Propoxyphene	300 ng/mL	300 ng/mL

The only difference for PWCS non-mandated testing will be that the CCF used to provide documentation of the collection and custody and control from the collection site to the lab cannot

be the same Federal Drug Testing Custody and Control Form used for federally mandated programs, i.e., CDL holders.

Should any employee wish to have their split specimen tested our split specimen lab (Quest) possess identical capabilities to that of our primary lab. Testing of split specimens will be coordinated through and is one of the MRO's functions. The process is described in more detail in our response to sections 5.3.1.2 and 5.3.1.3 discussed later in this section.

The submission of blind quality control specimens is another part of our QC/QAP program. FD&AT will submit the blind specimens equal to one percent of the volume of specimens sent to LabCorp in accordance with DOT's requirements in 49 CFR Part 40. The results of these blind QCs will be reported to the PWCS Program Administrators, if requested.

**5.2.2.4** FD&AT's objective is to support PWCS alcohol testing requirements for employees holding a CDL or as non-regulated as detailed in the each department's regulation that establishes their Alcohol- and Drug-free Workplace Program, e.g., PWCS' regulations 504-1 & 2. The procedure for DOT alcohol testing is a standard for how FD&AT will conduct non-regulated alcohol testing unless other procedures are provided by PWCS.

Unlike drug testing however, alcohol testing is a true fitness for duty test that provides real time results of an employee's physical condition. Reasonable suspicion tests for PWCS are what we call "no notice" tests. In the case of alcohol testing timing is even more critical because of the short retention time of alcohol in the body as compared to drugs. These tests will be done on-site by our mobile collectors. A flow chart of the alcohol testing process is located in the Exhibits section.

All alcohol testing done at collection sites or by mobile Breath Alcohol Technicians (BATs) will be done using Evidential Breath Testers (EBTs) that are on the National Highway Traffic Safety Administrations (NHTSA) Conforming Products List (CPL). All alcohol test results will be reported to the PWCS Program Administrator daily and any positive alcohol results (BAC>0.02) will be reported immediately. Monthly reports will be provided to the PWCS Administrator or designee in accordance with 49 CFR Part 382 and 40.

FD&AT has a Quality Control/Quality Assurance Program (QC/QAP) for both drug and alcohol testing in order to monitor the quality of the service provided. Located in the Exhibits section is a flow chart of how our continuous improvement process works.

**5.2.2.5** FD&AT is teaming with University Services (US) for MRO services. Test results will be sent electronically by the lab to the MRO who will review and interpret the results. Negative results will be available usually within an hour of receipt of test results by the MRO from the lab. The MRO will contact and interview employees who have a positive test result to determine if the positive test was the result of legal use of a prescription or over-the-counter medication. The employer will be notified of validated positive results usually within 24 hours of the MRO receiving the test results from the lab depending on the ease of contacting the employee. The MRO will attempt to contact the employee 3 times spaced out over 24 hours. If unsuccessful, FD&AT will request that PWCS assist in reaching the employee. The employer should notify FD&AT when the employee has been contacted. The employee has 72 hours after being contacted by the employer to contact the MRO. If the donor does not contact the MRO within 72 hours the test result will be reported as a non-contact positive.

**5.2.2.6** FD&AT utilizes DrugPak, which has two software modules, DP Informer and DP Live that allow FD&AT to provide the PWCS program administrator options for how they would like to receive reporting of results. DP Informer allows for the information to be encrypted and automatically distributed via secure email or fax to appropriate program administrator. DP Live can be configured to provide the testing information via a secure website. Alcohol test results, i.e. the ATFs with the attached results will be provided monthly and for

positive test results Program Administrators will be notified immediately, usually by phone. All records associated with each specimen collection or alcohol test are retained as required by 49 CFR Part 40 and 382. This includes but is not limited to; the random selection list, notification letter, the drug and alcohol custody and control form, and the drug and alcohol test result. Additionally, the MRO maintains all documentations associated with the MRO's determination of test results, logs of any discussions between the MRO and any employee testing positive. Finally, the laboratory maintains the laboratory's results of the initial immunoassay test and the confirmatory gas chromatography/mass spectrometry (GC/MS) chromatogram. Documentation (CCFs and ATFs) and their results are captured by DrugPak for ease of preparing an annual MIS statistical report.

**5.2.3** Pursuant to 49 CFR Part 40.153 employees with positive test results have the right to have their split specimen tested after initially speaking with the MRO. They must notify the MRO within 72 hours of speaking to the MRO for the first time if they want to avail themselves of this option whether or not PWCS authorizes it. If the employee wants their split specimen tested the MRO will direct LabCorp to forward the employee's split specimen to Quest. Quest will determine whether the split specimen contains the drug for which the employee was found positive. The split specimen does not need to meet the same confirmation cutoff level as did the primary specimen. The split specimen testing lab only needs to confirm the presence of the drug in the split specimen. Also pursuant to this section, Subpart D, and further 49 CFR Part 40.173, FD&AT cannot hold the employee responsible for paying for the split specimen test. Reimbursement of the testing fee by the employee is the responsibility of the employer. FD&AT can and will provide PWCS with details pertaining to each split specimen test and whether it was requested by PWCS or the employee.

**5.2.4** FD&AT will provide expert witness testimony as requested when the need arises in the manner to be determined by PWCS.

**8.13.2.2 (h)** FD&AT would like to propose a task to be added in the form of Program Management. Over the course of the five (5) years that FD&AT has been providing services to PWCS we have identified areas where PWCS has requested we provide services that require varying amounts of time and therefore are not easily calculated into a per specimen cost. Some of these services have included policy development, researching and responding to questions outside the scope of a litigation package, locating specialists for shy lung and shy bladder evaluations, assisting in the development of new policies and procedure for testing that are new to PWCS as well as many others. The hours spent on these efforts are fairly significant and work to increase the cost of PWCS' per specimen testing. It should be noted as well that Program Management is only charged when used for work that falls outside of the normal support functions that logically are part of the unit price for specimen collections. If PWCS elects to adopt our recommendation of an additional Line Item for Program Management there would be a significant reduction of the per specimen pricing to a rate below what PWCS is currently paying. For a Program Management line item, FD&AT would propose a rate of \$72 per hour.

## **II.3 Response to the Complete Requirements, Medical Review Officer Services**

**5.3.1** University Services (US) is being utilized as the MRO for the PWCS contract. The MRO shall comply with all federal, state, and PWCS requirements and also with the regulations identified in Section 5.1.1 – 5.1.14 of the RFP.

**5.3.1.1** After completing the collections the Collector faxes the Custody and Control Form (CCF) to the MRO's office. The CCFs are checked for accuracy and completeness. When the MRO receives the test results electronically from the lab the results are matched to each CCF, ensuring that a result was received for each specimen collected. After the MRO reviews and evaluates the lab's test results they will be sent electronically to FD&AT. The results will be emailed to the PWCS Program Administrator or Designee or can be posted on our secure website whichever method is desired.

**5.3.1.2** When the MRO receives a laboratory report that a specimen is adulterated or substituted, they must treat that report in the same way they treat the laboratory's report of a confirmed positive test for a drug or drug metabolite. The MRO must follow the same procedures used for verification of a confirmed positive test for a drug or drug metabolite. In the verification interview, the MRO must explain the laboratory findings to the employee and address technical questions or issues the employee may raise. The MRO will offer the employee the opportunity to present a legitimate medical explanation for the laboratory findings with respect to presence of the adulterant in, or the creatinine and specific gravity findings for, the specimen. If the employee has the burden of proof that there is a legitimate medical explanation; they must present information meeting this burden at the time of the verification interview. The MRO has discretion to extend the time available to the employee for this purpose for up to five days before verifying the specimen (if the MRO determines that there is a reasonable basis to believe that the employee will be able to produce relevant evidence supporting a legitimate medical explanation within that time). If the MRO determines that the employee's explanation does not present a reasonable basis for concluding that there may be a legitimate medical explanation, the MRO will report the test to the PWCS Program Administrator as a verified refusal to test because of adulteration or substitution, as applicable. If the MRO believes that the employee's explanation may present a reasonable basis for concluding that there is a legitimate medical explanation, they will direct the employee to obtain, within the five-day period, a further medical evaluation. This evaluation must be performed by a licensed physician (the "referral physician"), acceptable to the MRO, with expertise in the medical issues raised by the employee's explanation. The MRO will consult with the referral physician, providing guidance to him or her concerning his or her responsibilities under this section. The referral physician must evaluate the employee and consider any evidence the employee presents concerning the employee's medical explanation. The referral physician may conduct additional tests to determine whether there is a legitimate medical explanation. Any additional urine tests must be performed in an HHS-certified laboratory. The referral physician will then make a written recommendation to the MRO about whether the MRO should determine that there is a legitimate medical explanation. The MRO will then seriously consider and assess the referral physician's recommendation in deciding whether there is a legitimate medical explanation. If the MRO determines that there is a legitimate medical explanation, they will cancel the test and inform ODAPC in writing of the determination and the basis for it (e.g., referral physician's findings, evidence produced by the employee). If the MRO determines that there is not a legitimate medical explanation, they will report the test to the DER as a verified refusal to test because of adulteration or substitution.

**5.3.1.3** For positive test results the MRO will attempt to contact the employee to determine if there is a legitimate reason for the positive result. The MRO will make 3 attempts at contacting the employee spaced over 24 hours. If the MRO has not been contacted by the employee, FD&AT will be notified and will contact the appropriate Program Administrator for assistance in contacting the employee. If the employee has not contacted the MRO within 72

hours, the employees' test will be reported as a non-contact positive. Employees with positive test results have the option of having their split specimen tested after initially speaking with the MRO. They must notify the MRO within 72 hours of speaking to the MRO for the first time if they want to avail themselves of this option. If the employee wants their split specimen tested the MRO will direct LabCorp to forward the employee's split specimen to Quest. Quest will determine whether the split specimen contains the drug for which the employee was found positive. The split specimen does not need to meet the same confirmation cutoff level as did the primary specimen. The split specimen testing lab only needs to confirm the presence of the drug in the split specimen.

**5.3.1.4** The MRO has a litigation package available, if the need should arise, for expert witness testimony.

**5.3.2** All the active MRO's associated with University Services are either Doctor's of Medicine or Doctor's of Osteopathy and have all been certified through Medical Review Officer Certification Counsel (MROCC) and maintain no laboratory affiliation per §40.125 of 49 CFR Part 40. Licenses and certifications are located in the Exhibits section.

## **II.4 Proposed Approach**

FD&AT is a small veteran-owned business located in Fairfax County. We will manage the entire program out of our office located in the Park East Business Park, Chantilly, Virginia. After contract award FD&AT will upload updated PWCS employee information into our DrugPak software. We will liaison with PWCS representatives to ensure all employees required to be randomly tested are correctly inputted into their assigned pool thereby allowing for random testing to continue uninterrupted beginning January 31, 2017. We anticipate doing monthly random selection for employees to be tested and then testing particular numbers on a weekly basis. Drawing monthly allows for selection of a good mix of employees and testing weekly maintains the visibility of the program and acts as a deterrent to drug use and alcohol abuse which we believe is the bottom line objective of any drug and alcohol testing program.

Because we are a local company our approach is one of involvement with our clients and our subcontractors, particularly collection sites. We provide written procedures to collection sites and Collector/BATs and we conduct frequent on-site QA audits to ensure procedures are being followed. Review of completed Custody and Control Forms (CCFs) for drug testing or Alcohol Testing Forms (ATFs) for alcohol testing can only reveal so much about what occurred at the collection site. Appropriate attire, timeliness and professionalism are but a few of the things that you need to be on-site to observe. Toward that end we strongly encourage any employee feedback when he/she feels like the drug or alcohol testing experience was less than satisfactory. We will promptly investigate and report our findings to each Department Program Administrator or Designee. The credibility of the PWCS program deserves nothing less.

FD&AT's QC/QAP reflects our view that the quality control process is a continuum that starts with ensuring the donor pools are accurate with employees either being drug tested and/or breath alcohol tested through a review of the documentation (CCFs and ATFs) and feedback received from the PWCS Program Administrators, lab, Medical Review Officers (MRO's) and the donors themselves. Our QC/QAP also includes the use of only Evidential Breath Testing (EBT) equipment listed on the National Highway Traffic Safety Administration's Conforming Products List and ensures that the EBTs we use are maintained in accordance with the manufacturer's Quality Assurance Plan (QAP).

The first step in the process is our proactive approach to prevent errors from occurring by supplementing the collector or Breath Alcohol Technician's (BATs) experience with additional training that is specific to the DOT requirements discussed in 49 CFR Part 40, Parts 380 and 381 of the FMCSA Regulations, and any additional requirements that are unique to PWCS. This training is provided by a member of our Management Team. He provides outstanding guidance and proactive insights to collectors and BATs through on-site and telephonic training.

Following the specimen collection or breath alcohol test, FD&AT staff conducts a review of all drug testing Custody and Control Forms (CCFs) and Breath Alcohol Testing Forms (BATFs). Any errors or irregularities in paperwork or the collection process are noted, flagged for review and logged by the QA staff. This allows trend analysis and provides a historical record of collection site as well as individual collector/BAT performance. This history of the types of errors that occur helps our FD&AT staff and Management Team direct their efforts where they are needed most. Follow-on training is conducted with collectors and BATs to the level required to prevent errors from recurring.

FD&AT works closely with the collection sites and collectors to ensure the correct collection supplies are on hand. We also have extensive experience working with the DOT and our other Federal clients to submit blind quality control specimens to their contract lab to support the lab's external quality control program as required by the Mandatory Guidelines for Federal Workplace Drug Testing Programs and DOT's 49 CFR Part 40 requirements.

Finally, the QC/QAP describes the quality assurance program for the EBT devices we use to perform breath alcohol testing. FD&AT's mobile BATs use the Alco Sensor Vxl. It is part of

an alcohol testing system that includes a handheld EBT, docking station, keyboard and printer that prints the test results in triplicate directly onto tamper evident labels.

All members of our Team are committed to ensuring that Prince William County's drug and alcohol testing service remains successful as it continues to face changes in scope, policy, and equipment. Our QC/QAP has enabled the FD&AT Team to provide superior quality while performing more than 450,000 specimen collections and more than 247,000 breath alcohol tests for the DOT and other clients over the past 21 years. As the incumbent, FD&AT will be ready at contract start-up with no disruption to the quality of service you have come to expect. Additionally, PWCS will have our proven performers making random selections, coordinating collection schedules, and reporting results with various Department Program Administrators. Mobile collections will be done by our veteran collectors and BATs. They know where and how to accomplish the work and our system of tracking documentation promotes reliability and accountability.



## **II.5 Preliminary Work Plan**

This section describes the phases that FD&AT believes the drug and alcohol testing program can be divided into. FD&AT has divided the tasks to be done into eight (8) distinct phases. These phases are described in detail below.

**(1) Establishing Pools** – The first phase in designing and managing a random drug and alcohol testing program is to accurately identify all employees who are subject to random selection for testing as mandated by the US Department of Transportation. Employees subject to random testing not mandated by DOT will be placed in a separate pool.

**(2) Random Selection** – FD&AT will use the random selection feature of DrugPak with which to select employees for testing. We have found that doing monthly draws provides a good mix of employees. Testing however should be done weekly to maintain the program's visibility and deterrence.

For the PWCS 25% of the approximately 1000 employees (250) must be drug tested and another 100 (10%) for alcohol annually or about 30 employees per month. We over sample by approximately 10-15% and select about 35 employees each month for testing to account for some employees being unavailable for testing especially school bus drivers during the summer recess. That equates to be about 9 PWCS employees to be tested weekly. Employees would be put into logical sub-groups, usually by their location, to facilitate testing.

Notification letters to the employees for testing would be given to PWCS. We recommend testing at least two days per week in order to keep program visibility and deterrence. However, we will work with each Department Program Administrator to set up whatever testing periodicity has worked in the past.

**(3) Specimen Collection and Alcohol Testing** – Once testing schedules are set, the selected employees would be tested on-site at designated locations identified in section 5 of the RFP. Pre-employment collections and collections for employees in a follow-up testing program can also be done as mobile collections as desired. However, not all collections will be scheduled collections. Post-accident and reasonable suspicion collections for PWCS can occur at any time of the day or night. Our emergency mobile collection service is a 24/7 operation in order to meet our client needs. Likewise, reasonable suspicion testing of Non-DOT regulated PWCS personnel may or may not be a scheduled collection event depending on the circumstances.

Upon completion of testing the specimen would be sent overnight via FedEx to LabCorp for testing and the remaining paperwork, i.e. the MRO, Collector, and Employer copies would be distributed to the appropriate individuals.

Alcohol testing would be scheduled and handled in the same manner as drug testing. Alcohol test results would be sent to the designated Program Administrator or representative at the end of each month with the notable exception that with positive test results the Program Administrator will be contacted immediately by the BAT and a copy of the test results sent as soon as possible by fax or email.

**(4) Laboratory Analysis** – LabCorp will test each specimen for the designated panel of drugs prescribed. For random testing of PWCS employees holding a CDL this is currently a five (5)-panel test consisting of marijuana, cocaine, PCP, amphetamines, opiates (now including MDMA ((Ecstasy)). There are various other drug panels required for testing depending on the program and the situation. For Reasonable Suspicion testing of a Non-DOT regulated employee PWCS has elected to have a ten (10)-panel test consisting of the standard five (5)-panel listed above as well as methaqualones, barbiturates, propoxyphene, methadone, and benzodiazepines.

Should any employee, client, or student wish to have their split specimen tested our split specimen lab (Quest) possess identical capabilities to that of our primary lab. Testing of split

specimens will be coordinated through and is one of the MRO's functions. The process is described in more detail in Section II.3, in our response to sections 5.3.1.2 and 5.3.1.3.

**(5) MRO review** – After completing the collections the Collector faxes the CCFs to the MRO's office. The CCFs are checked for accuracy and completeness. When the MRO receives the test results electronically from the lab the results are matched to each Custody and Control Form (CCF) ensuring that a result was received for each specimen collected. After the MRO reviews and evaluates the lab's test results they will be sent electronically to FD&AT. The results will be emailed to Program Administrators or can be posted on our secure website whichever method is desired. For positive test results the MRO will attempt to contact the employee to determine if there is a legitimate reason for the positive result. The MRO will make 3 attempts at contacting the employee spaced over 24 hours. If the MRO has not been contacted by the employee, FD&AT will be notified and will contact the appropriate Program Administrator for assistance in contacting the employee. If the employee has not contacted the MRO within 72 hours, the employees' test will be reported as a non-contact positive.

Employees with positive test results have the option of having their split specimen tested after initially speaking with the MRO. They must notify the MRO within 72 hours of speaking to the MRO for the first time if they want to avail themselves of this option. If the employee wants their split specimen tested the MRO will direct LabCorp to forward the employee's split specimen to Quest. Quest will determine whether the split specimen contains the drug for which the employee was found positive. The split specimen does not need to meet the same confirmation cutoff level as did the primary specimen. The split specimen testing lab only needs to confirm the presence of the drug in the split specimen.

**(6) Reporting of Results** – DrugPak has two software modules, DP Informer and DP Live, which allow FD&AT to provide the PWCS program administrators options for how they would like to receive this information. DP Informer allows for the information to be encrypted and automatically distributed via secure email or fax to appropriate program administrator. DP Live can be configured to provide the testing information via a secure website.

Alcohol test results, i.e. the ATFs with the attached results will be provided monthly and for positive test results Program Administrators will be notified immediately, usually by phone, as required by RFP section 5.

**(7) Quality Control/Quality Assurance Program (QC/QAP)** – As described in Section II.4, the QC/QAP is a continuous process and integrates itself throughout the previously described phases. For example, with the first phase of establishing the random testing pools, these must be scrutinized to ensure the data is accurate. FD&AT would work closely with designated representatives from the PWCS during this phase.

The submission of blind quality control specimens is another part of our QC program. FD&AT will submit the blind specimens equal to one percent of the volume of specimen sent to LabCorp in accordance with DOT's requirements in Part 40. The results of these blind QCs will be reported to PWCS Program Administrators, if requested.

The most visible aspect of our QC/QAP process is in the collection of specimens and the alcohol testing phase. As part of the QC phase that occurs before collections or testing takes place FD&AT ensures collection sites are adequately equipped with collection supplies and operable equipment. Then we ensure collectors are trained in basic Part 40 collection and testing procedures as well any contract specific items by doing an on-site inspection and training BEFORE allowing the collection site to be used for specimen collections and testing.

Once the collection or test is complete the process switches to one of QA. FD&AT personnel in our Chantilly office review each custody and control form and alcohol testing form for accuracy and completeness. Any errors are logged in an Error Log as a way of tracking collection site and individual Collector/BAT performance. Refresher or remedial training is conducted whenever needed.

**(8) Records Maintenance and Statistical Reports** - All records associated with each specimen collection or alcohol test is retained as required by 49 CFR Part 40 and 382. This includes but is not limited to; the random selection list, notification letter, the drug and alcohol custody and control form, and the drug and alcohol test result. Additionally, the MRO maintains all documentations associated with the MRO's determination of test results, logs of any discussions between the MRO and any employee testing positive. Finally, the laboratory maintains the laboratory's results of the initial immunoassay test and the confirmatory gas chromatography/mass spectrometry (GC/MS) chromatogram. Documentation (CCFs and ATFs) and their results are captured by DrugPak for ease of preparing an annual MIS statistical report and the annual quality control report.

### **III. Experience of the Offeror and the Project Team**

#### **III.1 Organizational and Staff Experience**

FD&AT is a 7 ½ year old company with more than 60 years of experience in the drug and alcohol testing industry. That experience resides in the management team who will operate and manage the PWCS drug and alcohol testing programs.

FD&AT supports the management and daily operation of the U.S. Department of Transportation (DOT) Internal Drug and Alcohol Testing Program under our second competitively won re-compete contract that was awarded in March 2015 for a base year with 4 options. We started the second option year on October 1, 2016.

FD&AT's management team has been performing this work for the DOT since 1995 when the staff was part of Tracor Applied Sciences in Rockville, MD, which was purchased by Marconi Systems, and finally BAE Systems. The President of FD&AT, Richard Wrobel, was the Program Manager for this contract and with BAE Systems' support successfully won the re-compete as he retired from BAE Systems. Almost his entire staff moved with him to continue working on this contract.

The contract includes all of DOT's Operating Administrations (OAs) such as the Federal Aviation Administration (FAA), Federal Motor Carriers Safety Administration (FMCSA), and the Federal Railroad Administration (FRA) to mention just a few. In addition, the following Federal Agencies are contract riders. The Transportation Security Administration (TSA), Federal Air Marshals (FAM), Nuclear Regulatory Commission (NRC), US Coast Guard (USCG) and the Federal Bureau of Investigation (FBI). Under this contract FD&AT and our subcontractors annually perform over 40,000 random, pre-employment, post-accident, reasonable suspicion, return to duty, and follow-up drug and alcohol tests in all 50 states, Puerto Rico, Guam, and American Samoa.

All of the work we do for this contract translates to the tasks detailed in this RFP. The only thing we do not do for our DOT clients is provide random selection. DOT provides random selection for all its OAs, TSA, FAMS, and USCG. We do however provide random selection through our DrugPak software suite for all our private clients and are experienced at doing so.

Because of the nature of the employees' work, i.e. air traffic controllers, airport screeners, and air marshals, and as a matter of efficiency the majority of random drug and alcohol testing is performed on-site by mobile collection teams. Conversely, all pre-employment drug testing is performed at clinics. FD&AT handles all the scheduling and coordination associated with this testing. Detailed invoices and statistical reports are prepared monthly.

FD&AT manages the MRO services for the TSA using your current contractor, University Services, as our subcontractor. We have staff at DOT Headquarters who interact daily with the MRO regarding test results, split specimen testing, and litigation packages.

We will be using LabCorp of America, as our primary laboratory and Quest Diagnostics as our secondary split specimen testing laboratory. We have had an extended working relationship with each for a number of years.

As the foregoing demonstrates FD&AT has the experience, capability, and resources to meet all of PWCS requirements.

### **III.2 Personnel**

FD&AT will design and manage the daily activities of this project with a management team described in the following paragraphs. They have the knowledge, experience and resources to meet all the project requirements. Resumes of the management team as well as our subcontractors' key personnel are located in the Exhibit section. FD&AT has teamed with a superior group of subcontractors who will provide collection sites, laboratory testing, MRO, blind proficiency testing and prospective employee screening services. The key person for each of our subcontractors is identified and their resumes are located in the Exhibit section. No consultants will work on this project.

The FD&AT management team working on this contract will be headed by Michael Wrobel, Vice President of FD&AT. He will be the principal liaison between FD&AT and its subcontractors during project implementation. However, the entire management team will be heavily involved during the servicing of this contract. Mr. Wrobel currently provides daily management to staff members regarding scheduling, QA, preparing collection and testing procedures, policy consultation and development, and interacting with collection subcontractors and the MRO on issues relating to services being provided. Mr. Wrobel is a Certified Trainer for Collectors and BATs using the Alco Sensor Vxl and a Factory Authorized Calibration Tech for the Alco-Sensor Vxl.

Stefni Skorich (Dumphily) will be the key technical person on this project and principal point of contact for the daily management of all aspects of this contract. That includes but is not limited to random selection of employees for drug and alcohol testing, coordinating the scheduling of testing, QA of work done by collection sites and Collector/BATs, tracking collections and test results, overseeing the laboratory blind proficiency testing program, and preparing MIS and lab statistical reports. Also, she will be the technical supervisor for FD&AT's mobile Collectors and BATs. Ms. Skorich currently manages all private sector accounts that include both DOT regulated and non-regulated companies including PWCS at present. Ms. Skorich is a Certified Trainer of Collectors as well as for DOT mandated Supervisor/Employee Drug and Alcohol training. She is also a BAT.

Randy Shaffer, FD&AT Quality Control Manager, will manage the Quality Control and Quality Assurance effort. This encompasses but is not limited to site audits of collection sites prior to them being used, conducting training incident to contract start-up, review of completed CCFs and BATFs, maintaining the Error Log, conducting refresher training as needed. He currently accomplishes these same tasks for the DOT contract and all its contract riders. Mr. Shaffer is a Certified Trainer for Collectors and BATs.

While not a part of the management team/professional staff a key work group on this project will be FD&AT's Certified Collectors and BATs. They are full-time and part-time staff members who will perform all specimen collections and alcohol testing done on-site. They are Pierce Hodges, Chun Chang, Rosemary Lynch, Paula Aud, and Janet Olsen. Also, as indicated above all of the management team are Certified Collectors and BATs.

LabCorp of America located in Research Triangle Park (RTP), NC will be our primary laboratory and will do the initial test on all samples and the confirmation test when required. They will forward results electronically to the MRO on the same day a specimen is tested. They will provide statistical lab analysis data for MIS Reports and when called upon litigation packages and expert witnesses.

Quest Laboratory in Norristown, PA will be our secondary lab responsible for testing split specimens received from LabCorp. They will report the results of their testing to the MRO and will provide any documentation needed to support their findings to the MRO.

University Services (US) located in Philadelphia, PA will provide MRO services. US is a nationally recognized leader in providing MRO services as well as implementing drug testing

programs. The team of MROs and staff will review all CCFs, interpret the laboratory results, interview employees testing positive, and manage any requests for split specimens. US currently provides these services to PWCS.

Professional Toxicology Laboratory (PTL) located in Lenexa, KS will provide the blind QC samples that FD&AT will integrate with specimens collected from PWCS employees. The blind specimens are either negatives, positives with one of the 5-panel drugs, adulterated specimens with a substance cited in HHS guidance, or substituted specimens. All blind specimens are validated as to their contents by PTL using initial and confirmatory tests.

## **IV. References**

In accordance with 8.13.2.4 of the RFP you will find our list of current references below. This list also comprises the completed Contractor Data Sheet, found later in this section. We wanted to note however, that prior to FD&AT's formation in 2008 FD&AT's management team has been performing the work listed below beginning in 1989 when the staff was part of Tracor Applied Sciences in Rockville, MD, which was purchased by Marconi Systems, and finally BAE Systems.

1. U.S. Department of Transportation Drug Office (DOT)  
1200 New Jersey Ave. SE  
W58-302  
Washington, DC 20590  
Attn: Tonya Templeton, 202-366-0798  
Dates services were performed: 1995 – Present
  
2. Nuclear Regulatory Commission (NRC)  
11555 Rockville Pike  
Rockville, MD 20852  
Attn: Christine Secor, 301-415-6546  
Dates services were performed: 1989 – Present
  
3. Transportation Security Administration (TSA)  
6345 Walker Lane  
1-79  
Alexandria, VA 22310  
Attn: Tresa Johnson-Brideau, 571-227-1880  
Dates services were performed: 2001 – Present

Solicitation # R-SF-16038

**CONTRACTOR DATA SHEET**

1. **QUALIFICATION OF OFFEROR:** The Offeror shall have the capability and the capacity in all respects to fully satisfy all the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time the Offeror has been in business providing the goods/services in this solicitation: \_\_\_\_\_ Years \_\_\_\_\_ Months.
3. **REFERENCES:** Offerors shall provide a listing of at least three (3) references for which the company has provided specified goods/services of the same or greater scope within the past three (3) years. **PWCS cannot be a reference.**

1.	Customer Name: Department Drug	Contact Name: Iva Templeton	Contact Title: Case Administrator
Address: New Jersey Ave 18-31 Washington, DC		Phone No. 566-01	
E-mail: I.Templeton@...		Fax No. 566-15	
2.	Customer Name: Regulatory Comm	Contact Name: Christine Secor	Contact Title: Program Manager
Address: Rockville Rockville, MD		Phone No. 415-6	
E-mail: Christine.Secor@...		Fax No. 415-5	
3.	Customer Name: Nation Security Admin	Contact Name: Johnson-Brideau	Contact Title: Chief Financial Officer
Address: Walker Alexandria, VA		Phone No. 221-1	
E-mail: Johnson-Brideau@...		Fax No. 221-7	



## V. Proposed Costs

In response to section 12 of the RFP, FD&AT proposes pricing as detailed in the tables below. A copy of the Proposed Cost List provided by PWCS as a part of the RFP can be found in the Attachments section.

Proposed Costs				
Item #	Item	Collection Location	Unit	Unit Cost
<b>DOT Testing:</b>				
1	DOT NIDA 5 Panel	On-site PWCS' Site	Each	\$ 58.00 <sup>(1),(3)</sup>
2	DOT NIDA 5 Panel	Contractors Site	Each	\$ 50.00
3	DOT Breath Alcohol Test, Confirmation	On-site PWCS' Site	Each	\$ 52.00 <sup>(1),(3)</sup>
4	DOT Breath Alcohol Test, Confirmation	Contractors Site	Each	\$ 45.00
<b>Non-DOT Testing:</b>				
5	Non-NIDA 10 Panel	On-site PWCS' Site	Each	\$ 58.00 <sup>(1),(3)</sup>
6	Non-NIDA 10 Panel	Contractors Site	Each	\$ 50.00
7	Non-DOT Breath Alcohol Test, Screening	On-site PWCS' Site	Each	\$ 52.00 <sup>(1),(3)</sup>
8	Non-DOT Breath Alcohol Test, Screening	Contractors Site	Each	\$ 45.00
<b>Other Collection/Testing Related Services:</b>				
9	Random Selection	N/A	Per Quarter/ Per Pool	\$ 75.00
10	Retest of Split Specimen, including MRO Review of Results (Distinguish between PWCS request and employee request for split specimen. Offeror shall furnish methodology for collection of fees should the employee request the split specimen.)	N/A	Each	\$ 158.42 <sup>(2)</sup>
11	Medical Examination of Employee Unable to Produce a Specimen, including MRO Review of Results	N/A	Each	\$ 316.83 <sup>(2)</sup>
12	Wait Time**	On-Site PWCS' Site	Hour	\$ 40.00
13	Emergency/Reasonable Suspicion Testing or Specific Testing outside of a monthly, random selection	On-Site PWCS' Site	Each	\$100.00
14	Litigation/Expert Witness Services	See Following Section		
15	Supervisor and Employee Training Services	See Following Section		

\*\* Wait time is defined as time the collector is requested, by PWCS, to wait for a late employee, an employee that is having difficulty producing a specimen, etc. All wait time must be pre-authorized by the PWCS' Technical Point of Contact. In addition, wait time of less than one (1) hour shall be computed on a pro rata basis to the nearest quarter (.25) hour. Contractor shall not be compensated for unauthorized wait time charges.

*Notes:*

1. Minimum on-site collection requirement is 3 specimen collections, alcohol tests, or combination thereof.
2. MRO services billed at cost plus FD&AT G&A rate. No fee will be charged. Physician services will be billed at cost.
3. If a collection is cancelled after the Collector/BAT arrives at the collection site, PWCS will be charged a \$75 fee.

**Litigation/Expert Witness Services**

As requested as a part of Attachment B, Item 14 FD&AT has outlined below what is included as a part of a Litigation Package as well as the pricing associated with it as well as for Expert Witness Testimony.

**If requested of FD&AT our Litigation Package will consist of the following:**

1. Cover letter signed by Responsible Person (RP) of lab which indicates summary of test results, specimen ID#, and a statement that these are true certified copies.
2. Chain of custody form and electronic report.
3. Initial test data overview, chain of custody documents, confirmation test data and testing review checklist.
4. Confirmation test data in order autotunes, calibrator(s), negative and positive controls.
5. A list of licenses and certifications, CV's of RP's and applicable certifying scientist.

FD&AT's typical turn around time for a Litigation Package request is between 7-14 days.

As previously stated through out our response, Expert Testimony is available from the Lab, MRO and Collectors in the event that PWCS requires it. The pricing for these services is in the table below.

Service	Unit	Unit Cost
Laboratory Litigation Package	Each	\$250.00
Laboratory Expert Witness Testimony	Hour	\$125.00
	Day	\$1000.00
MRO Expert Witness Testimony	Hour	\$250.00
Collector Expert Witness Testimony	Hour	\$125.00

**Supervisor's Reasonable Suspicion Training Program:**

Training is designed to help driver supervisors meet DOT requirements for at least "60 minutes of training on alcohol misuse and 60 minutes of training on controlled substance use," with our video-based program.

The program, which can be used for DOT or Non-DOT supervisors; covers the physical, behavior, speech and performance symptoms of alcohol and controlled substance abuse. It zeros in on specific reactions that supervisors could encounter and helps them build the knowledge and confidence they'll need to respond appropriately.

The training includes an audiovisual presentation, handouts, workbook, quizzes, and numerous different educational materials that can be used as a reference whenever a reasonable

suspicion situation occurs. A final examination will be taken and a certificate of completion will be provided for the client’s records.

**Alcohol and Drug Testing: Employee Awareness Training Program:**

Training provides employees with an overview of DOT and/or Non-DOT’s alcohol and drug testing requirements as well as PWCS Regulations. After completing the training, employees will have a clear understanding of the following:

- a. PWCS’s drug and alcohol policies and requirements.
- b. What tests are required.
- c. When and why employees could be tested
- d. The consequences of violation.
- e. What a “safety sensitive” function is.
- f. What to expect before, during, and after alcohol and drug testing.

The training includes an audiovisual presentation, handouts, workbook, quizzes, and numerous different educational materials that can be used as a reference whenever they may have a question about drug and alcohol testing. A short test will be given at the end of training and a certificate of completion will be provided for the client’s records.

Both of the above training sessions can be executed by an on-site training course for up to 50 attendees, by a web based course, or by purchasing the manuals/handbooks and conducting the training with PWCS certified trainers. As a local company FD&AT recommends on-site training as the most effective because it allows for participation by all employees who can share real life scenarios as well as question and answer sessions. This allows FD&AT’s trainer to better confirm that the attendees fully understand the course information before the session is complete.

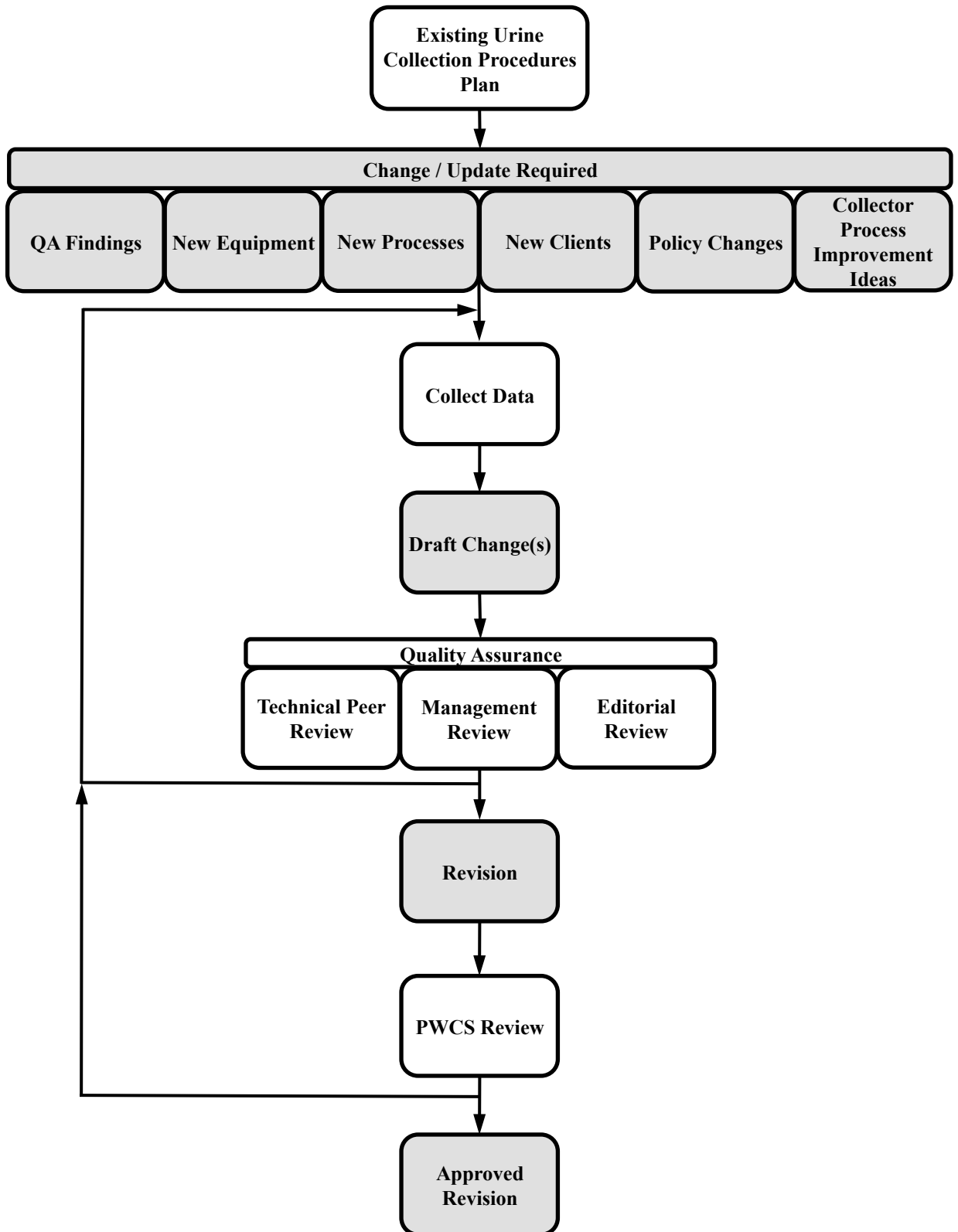
<b>Training Package:</b>	<b>Pricing:</b>
On-Site Training	\$300 per session up to 50 attendees + cost of manuals
Web Course	Development and pricing available upon request
Manuals/Handbooks	•
Supervisor:	\$10.00 per Manual
Employee:	\$35.00 (Packs of 10)

## **VI. Proprietary Information**

Forensic Drug & Alcohol Testing certifies that there is no proprietary information contained in our response to RFP R-SF-16038.

## **VII. Exceptions**

Forensic Drug & Alcohol Testing certifies that it takes no exception to any information contained in RFP R-SF-16038.



QC/QAP Continuous Improvement Process

# Certificate of Accreditation



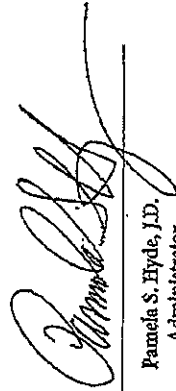
The Substance Abuse and Mental Health  
Services Administration  
certifies that

## Laboratory Corporation of America Holdings

Research Triangle Park, NC  
NLCP Laboratory Number: 0077

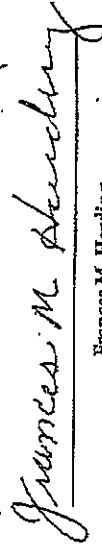
has successfully completed the requirements  
of the National Laboratory Certification Program for urine laboratories in accordance  
with the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

Effective December 7, 1988



Pamela S. Hyde, J.D.  
Administrator

Substance Abuse and Mental Health Services Administration



Frances M. Harding  
Director  
Center for Substance Abuse Prevention

# Certificate of Compliance

In recognition that

*FORENSIC DRUG & ALCOHOL TESTING, LLC*

Maintains a

## DRUG FREE WORKPLACE

In accordance with

Virginia requirements for a Drug Free Workplace as outlined in §2.2-4312 of the Code of Virginia as well as the Federal Drug Free Workplace Act of 1988.

*October 2008*

DATE ISSUED

COMPLIANCE OFFICER



# Medical Review Officer Certification Council

836 Arlington Heights Road, #327, Elk Grove Village, IL 60007\*847-631-0599\*FAX 847-483-1282\*mrocc@mrocc.org

## VERIFICATION OF CERTIFICATION



The Physician Named Below is Certified through the Medical Review Officer Certification Council:

Verification of Certification for: Anu R. Konakanchi, M.D.

Certification Number: 12-09727

Expiration Date: 8/20/2017

This notice serves as verification that the above referenced physician is a certified Medical Review Officer (MRO) through the Medical Review Officer Certification Council (MROCC).

MROCC certifies, through an eligibility process and written examination, licensed physicians who have had appropriate CME training and experience in performing the essential duties of the MRO. Certification is intended to ensure the public of quality services and the maintenance of ethical conduct by qualified physicians involved in drug and alcohol testing review.

MROCC's certification examination is approved and based upon the federal requirements developed by the Department of Health and Human Services for federal drug testing programs, and fulfills the requirement for certification of Medical Review Officers as established by the Department of Transportation in its Procedures for Transportation Workplace Drug and Alcohol Testing Programs 49 CFR Part 40 of the Federal Register.

The referenced physician is listed in the MROCC registry of Certified MROs located on the MROCC website on the Internet. A listing of all currently-certified MROs may be viewed and their verification letters printed from the web site.

Elizabeth E. Gresch, MD  
Chairman of the Board

Benjamin Gerson, MD  
Secretary

Brian L. Compney  
Executive Director

**MROCC** | Promoting and Preserving the Highest Quality of Standards Among Medical Review Officers

<http://www.mrocc.org>

# Medical Review Officer Certification Council

3231 S Halsted St, #167, Chicago, IL 60608 • 847-631-0599 • FAX 847-483-1282 Email: [mrocc@mrocc.org](mailto:mrocc@mrocc.org)



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American Society of  
Addiction Medicine

College of American Pathologists

## STAFF

Kristine D Pasciak  
Executive Director

Katy Gainer  
Program Manager

Stephanie Rodriguez  
Program Manager

September 14, 2015

Randy Blake Barnett, D.O.  
University Services  
2837 Southampton Road  
Philadelphia, PA 19154

Certification Number: 15-11314

Valid from September 14, 2015 to September 14, 2020

Dr. Barnett:

I am very pleased to confirm that you have successfully passed the MROCC certification examination. Your CME training plus the passing of this examination qualifies you for certification by the Medical Review Officer Certification Council as a Certified MRO.

An official verification of certification is available by logging into the MROCC website at <https://www.mrocc.org/login.cfm> and clicking on the Print Verification button. If you wish to purchase a professionally-printed MROCC certificate, an order form can be found on the website at <https://www.mrocc.org/PEmailNotice.htm>

Your listing is now available on the MROCC website. You may view your listing and make changes to it at the MROCC website at <https://www.mrocc.org/login.cfm>. It is important to keep your contact information updated by logging into your record on our website so that you receive any necessary updates and reminders during your certification cycle.

Again, my warmest congratulations!

Sincerely,

Elizabeth E. Gresch, M.D.  
Chairman, MROCC Board of Directors

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[www.mrocc.org](http://www.mrocc.org)

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American College of  
Occupational and  
Environmental Medicine

American Medical Association

American Society of  
Addiction Medicine

College of American Pathologists

## STAFF

Kristine D Pasciak  
Executive Director

Katy Gainer  
Program Manager

Stephanie Rodriguez  
Program Manager

December 30, 2015

Suzanne L. Steele, M.D.  
1111 NW 78th Ave  
Plantation, FL 33322

Certification Number: 15-11476

Valid from December 30, 2015 to December 30, 2020

Dr. Steele:

I am very pleased to confirm that you have successfully passed the MROCC certification examination. Your CME training plus the passing of this examination qualifies you for certification by the Medical Review Officer Certification Council as a Certified MRO.

An official verification of certification is available by logging into the MROCC website at <https://www.mrocc.org/login.cfm> and clicking on the Print Verification button. If you wish to purchase a professionally-printed MROCC certificate, an order form can be found on the website at <https://www.mrocc.org/PEmailNotice.htm>

Your listing is now available on the MROCC website. You may view your listing and make changes to it at the MROCC website at <https://www.mrocc.org/login.cfm>. It is important to keep your contact information updated by logging into your record on our website so that you receive any necessary updates and reminders during your certification cycle.

Again, my warmest congratulations!

Sincerely,

Elizabeth E. Gresch, M.D.  
Chairman, MROCC Board of Directors

**MROCC**

Promoting and Preserving The Highest Quality of Standards Among MROs  
[www.mrocc.org](http://www.mrocc.org)

## Medical Review Officer Certification Council

836 Arlington Heights Road, #327, Elk Grove Village, IL 60007\*847-631-0599\*FAX 847-483-1282\*mrocc@mrocc.org

### VERIFICATION OF CERTIFICATION

The Physician Named Below is Certified through the Medical Review Officer Certification Council:



Verification of Certification for: Terri M. Hellings, M.D.

Certification Number: 14-10455


Expiration Date: 3/19/2019

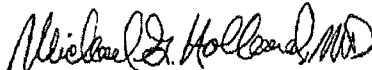
This notice serves as verification that the above referenced physician is a certified Medical Review Officer (MRO) through the Medical Review Officer Certification Council (MROCC).

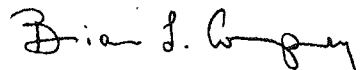
MROCC certifies, through an eligibility process and written examination, licensed physicians who have had appropriate CME training and experience in performing the essential duties of the MRO. Certification is intended to ensure the public of quality services and the maintenance of ethical conduct by qualified physicians involved in drug and alcohol testing review.

MROCC's certification examination is annually reviewed and approved by the Department of Health and Human Services, and fulfills the requirement for certification of Medical Review Officers as established by the Department of Transportation in its Procedures for Transportation Workplace Drug and Alcohol Testing Programs 49 CFR Part 40 of the Federal Register.

The referenced physician is listed in the MROCC registry of Certified MROs located on the MROCC website on the Internet. A listing of all currently-certified MROs may be viewed and their verification letters printed from the web site.

  
Elizabeth E. Gresch, MD  
Chairman of the Board

  
Michael G. Holland, MD  
Secretary-Treasurer

  
Brian L. Compney  
Executive Director

**MROCC** | Promoting and Preserving the Highest Quality of Standards Among Medical Review Officers

<http://www.mrocc.org>



Theodore F. Shults, MS, JD  
Chairman  
(919) 489-5407

## American Association of Medical Review Officers

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May 18, 2015

Jerome Cooper D.O.  
6008 Pebble Lane Ct.  
W. Bloomfield MI 48322

Dear Dr. Cooper:

Thank you for participating in the AAMRO recertification examination. I am pleased to inform you that based on your examination results, you have met AAMRO's criteria for recertification.

Your AAMRO number is the same: 060507206.

Your new certification date is May 15, 2015.

Your subscription to the online MRO Center at <http://www.aamro.com/center> has been activated! You will find a searchable database with back issues of MRO ALERT, state laws, federal regulations and guidance. This will be a valuable resource for your MRO practice.

If you did not receive an email with a Username and Password to access the MRO Center, please send an email to [bbrandon@aamro.com](mailto:bbrandon@aamro.com) or call 800-489-1839.

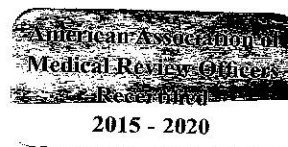
Your name, phone number, and MRO services you provide are listed in the AAMRO Registry of Certified MROs on our website at [www.aamro.com](http://www.aamro.com). Enclosed is an information sheet showing how we have you listed in our database. If you wish to make changes, you can return the corrected sheet to us or change your record online using your MRO Center sign-in information.

An update sticker for your AAMRO wall certificate is attached to this letter. The enclosed verification sheet, showing the dates of your certification and recertification, will be useful to present to employers, laboratories, and others who need to verify your MRO status.

Sincerely,

A handwritten signature in cursive script that reads "Theodore F. Shults".

Theodore F. Shults, J.D., M.S.  
Chairman



Enclosures

## Medical Review Officer Certification Council

836 Arlington Heights Road, #327, Elk Grove Village, IL 60007\*847-631-0599\*FAX 847-483-1282\*mrocc@mrocc.org

### VERIFICATION OF CERTIFICATION

The Physician Named Below is Certified through the  
Medical Review Officer Certification Council:



Verification of Certification for: Anthony A. Minissale, D.O.

Certification Number: 13-10345

Expiration Date: 12/20/2018

This notice serves as verification that the above referenced physician is a certified Medical Review Officer (MRO) through the Medical Review Officer Certification Council (MROCC).

MROCC certifies, through an eligibility process and written examination, licensed physicians who have had appropriate CME training and experience in performing the essential duties of the MRO. Certification is intended to ensure the public of quality services and the maintenance of ethical conduct by qualified physicians involved in drug and alcohol testing review.

MROCC's certification examination is annually reviewed and approved by the Department of Health and Human Services, and fulfills the requirement for certification of Medical Review Officers as established by the Department of Transportation in its Procedures for Transportation Workplace Drug and Alcohol Testing Programs 49 CFR Part 40 of the Federal Register.

The referenced physician is listed in the MROCC registry of Certified MROs located on the MROCC website on the Internet. A listing of all currently-certified MROs may be viewed and their verification letters printed from the web site.

Elizabeth E. Gresch, MD  
Chairman of the Board

Michael G. Holland, MD  
Secretary-Treasurer

Brian L. Compney  
Executive Director



Theodore F. Shults, MS, JD  
Chairman  
(919) 489-5407

## American Association of Medical Review Officers

March 9, 2015

**Verification of Certification for:** Barry Sachs, D.O.  
5831 Hickory Springs Dr.  
Kingwood TX 77345

**Certification Number:** 960922136

**Current Certification Date:** March 09, 2015

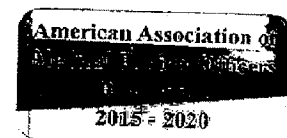
**Certification Expiration Date:** March 09, 2020

This notice serves as verification that the above-referenced physician has been certified as a Medical Review Officer (MRO) through the American Association of Medical Review Officers (AAMRO).

For all physicians certified or recertified by AAMRO after October 1, 2010 will have to attend an MRO training program and take the exam. Recertification is required every five years to remain in good standing.

The referenced physician is listed in the AAMRO registry of Certified Medical Review Officers ([www.aamro.com](http://www.aamro.com)).

Theodore F. Shults, J.D., M.S.  
Chairman





Theodore F. Shults, MS, JD  
Chairman  
(919) 489-5407

## American Association of Medical Review Officers

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September 26, 2013

**Verification of Certification for:** Ulana Klufas-Ryall, D.O.  
IRC Memorial Hospital  
1784 - 4th Ave  
York PA 17403

**Certification Number:** 990226101

**Most Recent Certification  
or Recertification Date:** September 08, 2013  
**Certification Expires Five Years From This Date**

This notice serves as verification that the above-referenced physician has been certified as a Medical Review Officer (MRO) through the American Association of Medical Review Officers (AAMRO). Recertification is required every five years to remain in good standing.

The referenced physician is listed in the AAMRO registry of Certified Medical Review Officers ([www.aamro.com](http://www.aamro.com)).

Theodore F. Shults, J.D., M.S.  
Chairman



## **Medical Review Officer Certification Council**

836 Arlington Heights Road, #327, Elk Grove Village, IL 60007\*847-631-0599\*FAX 847-483-1282\*mrocc@mrocc.org

### **VERIFICATION OF CERTIFICATION**

The Physician Named Below is Certified through the  
Medical Review Officer Certification Council:



**Verification of Certification for:** Harvey Richard Forman, M.D.

**Certification Number:** 15-11012

**Expiration Date:** 2020-04-07

This notice serves as verification that the above referenced physician is a certified Medical Review Officer (MRO) through the Medical Review Officer Certification Council (MROCC).

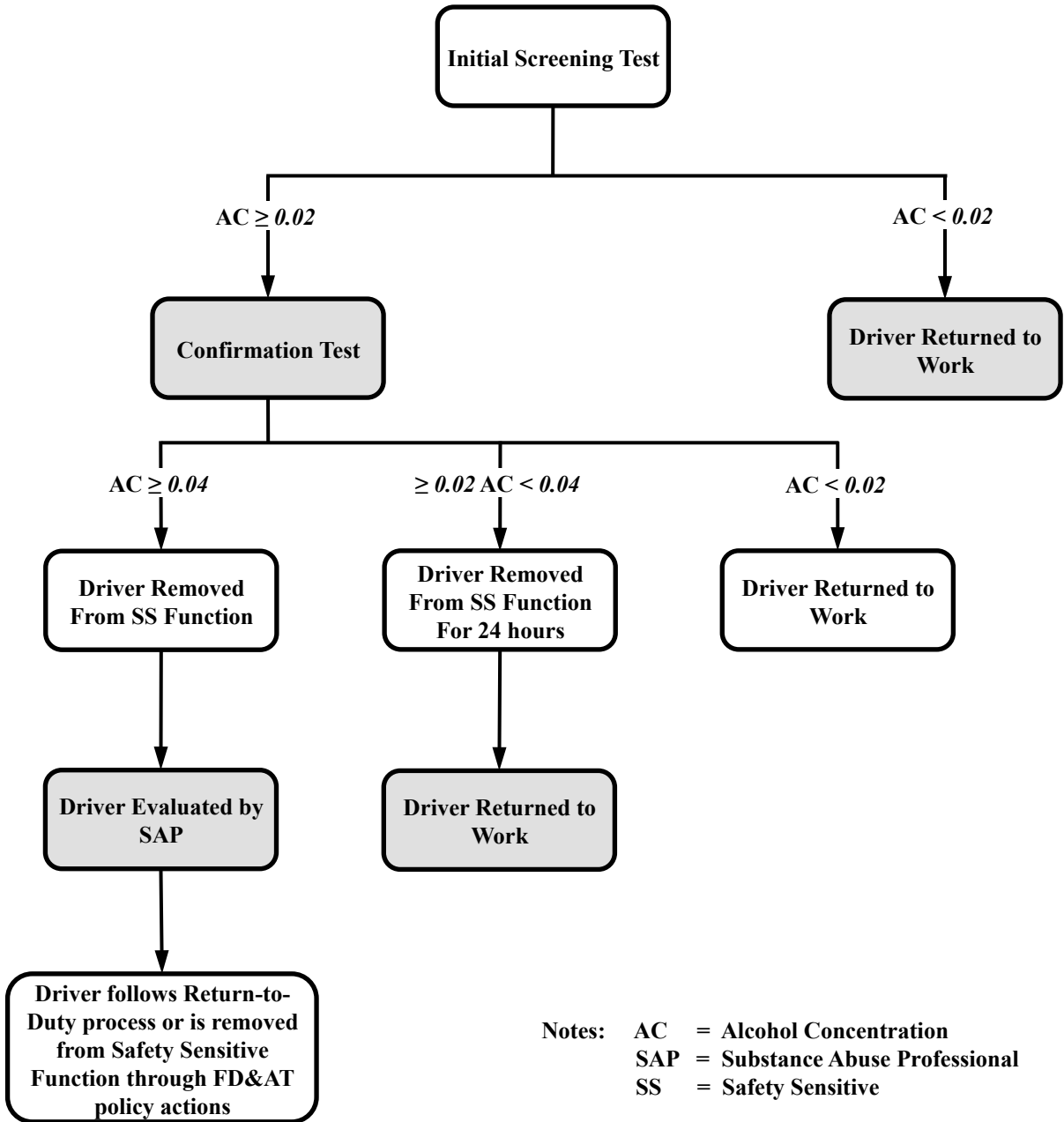
MROCC certifies, through an eligibility process and written examination, licensed physicians who have had appropriate CME training and experience in performing the essential duties of the MRO. Certification is intended to ensure the public of quality services and the maintenance of ethical conduct by qualified physicians involved in drug and alcohol testing review.

MROCC's certification examination is annually reviewed and approved by the Department of Health and Human Services, and fulfills the requirement for certification of Medical Review Officers as established by the Department of Transportation in its Procedures for Transportation Workplace Drug and Alcohol Testing Programs 49 CFR Part 40 of the Federal Register.

The referenced physician is listed in the MROCC registry of Certified MROs located on the MROCC website on the Internet. A listing of all currently-certified MROs may be viewed and their verification letters printed from the web site.

Elizabeth E. Gresch, MD  
Chairman of the Board

**Alcohol Testing Process for  
Random, Reasonable Suspicion,  
Post Accident Testing**



Random Alcohol Testing Flow Chart

**MICHAEL C. WROBEL**

**Key Position:** Contract Manager. 703 483-8929

**Work Experience:**

**FD&AT, LLC, 7 years 11 months, 9/08 – Present, Vice President**

Designed and implemented FD&AT's Network Architecture including the building and configuration of servers, installation of routers, firewalls, and all other hardware associated with network creation. Designed and maintains FD&AT's website and all relevant content.

Manages all daily server maintenance including software upgrades, security patches and data backups.

Configured all employee workstations including the implementation of four (4) remote office locations allowing employees the flexibility to work from home.

Works closely with the President and Director of Business Services, identifying and meeting with potential customers and vendors. Aides in developing strategic plans of action for increasing FD&AT's revenue and market share.

Supports all current FD&AT contracts by providing the technical expertise to meet the variety of specifications unique to each contract.

Provides daily management and guidance to staff members regarding scheduling, collector/clinic management as well as procedural clarification.

Assists with Quality Assurance Management as well as writing collection and testing procedures and policies.

Interacts with collection subcontractors and MRO's on issues relating to services being provided to FD&AT's current contracts.

As a Certified Specimen and BAT trainer I have trained all of FD&AT's mobile collectors in the use of Intoximeters Alco-Sensor Vxl.

**LASERSHIP, INC, 4 years 5 months, 4/04 – 9/08, Manager, International Business Operations and Development – Global Critical Deliveries Division**

Provided management to a staff of 12 Logistical Analysts charged with processing, routing, and tracking international shipments resulting in annual revenue of approximately \$3 million dollars.

Provided routing and customs guidance for all shipments entering and leaving the United States.

Used my Technical Skills to design and create applications and tools to improve staff productivity in the division to include, Training Materials, Air Waybill Calculator, and Graphical User Interfaces for easier data management. Was the primary contact between Corporate IT and my division.

Established and maintained a network of International Customers and Vendors to support the growth of LaserShip, Inc's International division. Travelled to Canada and Italy, meeting with Customers and Vendors to increase LaserShip, Inc's visibility in the International marketplace.

Created, processed, and approved all invoices for international services. Provided currency conversions as well as duties and taxes calculations to ensure accurate billing. Manually cross-checked every vendor invoice for discrepancies to ensure proper payment for services.

Generated monthly, quarterly, and yearly reports regarding productivity, budget, and Profit/Loss forecast.

**VANCE INTERNATIONAL, 1 years 11 months, 5/02 – 4/04, Security Project Manager**

Provided management to a staff of 14 Full and Part time Security Officers at a secure Boeing Satellite Network Operations Center.

Aided in the development and implementation of practical physical security policies for an office consisting of more than 200 personnel operating on a 24/7/365 schedule. Updated patrolling routes and schedules to allow for quicker patrols while increasing the visibility of the security presence thus increasing the productivity of the projects mission.

Oversaw scheduling, evaluations and hiring practices for all Officers. Reported directly to the Director of Virginia Operations.

**ARTHUR ANDERSEN, LLP, 1 years 11 months, 5/00 – 4/02, Systems Administrator**

Project Manager overseeing Portable Local Area Network Operations. Created Lotus Notes database for tracking, resulting in a 27% decrease in lost equipment while in turn reducing overhead costs for replacement.

Worked in a help desk environment providing phone support for more than 3000 employees located in the Mid-Atlantic region also including physical support for 1200 local employees. Developed a MS Access database compiling and storing Windows 2000 issues and resolutions for quick referencing resulting in a 30% decrease in time taken to resolve problems.

Provided daily network maintenance including software upgrades, security patches and information backups. Also monitored daily network usage and data traffic.

**Education:**

A.A., Business Management, American Intercontinental University, 2006;

Microsoft Certified Systems Administrator, Microsoft Corporation, Inc, 2002

**STEFNI SKORICH (DUPHILY)**

**Key Position:** Project Manager. 703 483-8944

**Work Experience:**

**FD&AT, LLC, 6 years 11 months, 9/09 – Director of Business Services**

- Primary contact in negotiating drug and alcohol services for new clients.
- Manages private sector clients' drug and alcohol testing programs using DrugPak including random selection program, coordinating and scheduling drug and alcohol testing, QA of collector/BAT, lab, and MRO work, lab blind proficiency program, and preparing all MIS and lab statistical reports.
- Certified Trainer for collectors and for DOT mandated Supervisor/Employee Drug and Alcohol Training.

**NOVA Medical Group & Urgent Care, Ashburn, VA. 2 years 6 months, 3/2007 – 9/2009, Occupational Health Manager / Warrenton, VA Site Manager / MRO Assistant**

- Primary contact in negotiating occupational services between NOVA and companies.
- Manage the administration of the occupational medicine function to promote clinic's services including
- the on-site program(s).
- Assures compliance with legal and ethical guidelines relevant to provided services.
- Evaluates performance of staff, at all facilities, to ensure quality of service and technical expertise.
- Responsible for worker's compensation program.
- Responsible for writing and training of Standard Operating Procedures for the Occ. Health and Drug Program.
- Responsible for assisting in reviewing and reporting all drug and alcohol results as the MRO assistant.
- Solely maintains Drug Pak (drug and alcohol software) which includes results, randoms, follow-up programs, contract information, and any other confidential information.
- Responsible for personal continued education and yearly training and recertification.
- Oversee the calibration and PM's on laboratory instruments.
- Responsible for the monthly provider schedules for all four facilities.
- Conducts OSHA, Fire Safety, HIPAA and other necessary compliance training.
- Perform other administrative support functions such as filing, collecting new contract information, reviewing and reporting of results, and returning email/phone messages.
- Monthly clinical and clerical ordering.
- Task lists for Front Desk Staff.
- Daily Deposits and Audits.
- Responsible for hiring/firing/reviews of front staff employees.
- Responsible for patient complaints and laboratory billing calls.

**Smitty's Building Supply, 1 year 3 months, 12/2005 – 3/2007, Purchasing Dept and Special Orders**

**NOVA Medical Group & Urgent Care, Warrenton, VA. 2 years 6 months, 3/2007 – 9/2009, Drug and Alcohol Programs Consultant**

- Oversee the day to day functions of drug and alcohol testing.
- Responsible for the internal drug & alcohol policy education and audit.
- Reviewing medical notes and medical staff requests.
- Complex receptionist duties.

**American Diagnostics, Winchester, VA, 3 months, 5/2005 – 8/2005, Consultant / Operations Manager / Marketing**

- Oversee all functions of a drug & alcohol testing facility.
- Oversee drug screen programs for several commercial contracts.
- Substance abuse policy development.
- Educating clients regarding federal and state paperwork and legalities.
- Responsible for a percent of marketing and development of new strategies.
- Standard Operating Procedure development and training.

**Comprehensive Health Services, Vienna, VA, 2 years 8 months, 9/2002 – 5/2005 Manager Drug Programs, MRO Assistant**

- Oversee Drug Screen programs for several commercial and government contracts
- Responsible for random, post-accident, and pre-employment drug process for specific contracts.
- Recruit, develop, and maintain relationships with physicians and clinicians performing drug screens within the CHS contracted network and with the outside collector network.
- Maintain and monitor drug testing standards per client basis to include federal DOT and Non-DOT guidelines.
- Educating clients and clinics regarding federal and state paperwork and legalities.
- Manage a 24 hour Post accident / collector program.
- Ordering and distributing supplies to clinics and collectors.
- Trouble shooting all drug and alcohol related questions and inquiries
- Writing and updating department operating procedures
- Participate in company customer service initiatives
- Travel for different clients to train them on drug testing and/or to do their collections

**Dade Behring, Newark, DE, 1 year 3 months, 5/2001 – 8/2002, Quality Lab Technician / Chem-Tec**

- Perform “real time” testing of medical diagnostics
- Monitoring production, statistical analysis of methods, and trouble-shooting.
- Work closely with technical and production operators to define and resolve problems.
- Participant of the continuous Improvement Committee

**Dentsply Caulk, Milford, DE, 4years 10 months, 7/1996 – 5-2001, Quality Lab Technician / Quality Lab Unit Leader**

- Initiated Quality team in the physical testing lab
- Trained proficiently in QA incoming and on-line inspection
- Audited/inspected in-coming components, raw materials, and final packaging.
- Analytical lab Unit Leader based on a highly developed instrumentation skills
- Responsible for writing and executing SOP's, chemistry methods, and major/minor justifications
- Lead the lab proficiency program

**Education:** Wilmington College, Dover, DE. 1999 – 2000

- Study focus on business; classes taken included Business Ethics and Business Law 1&2.

**Training:**

- Trained on most lab equipment such as GC, HPLC, AA's, Instron, Macbeth Color Eye, FTiR, Horiba PSA, ACA 3/4/Star, and OPUS analyzer.
- Computer knowledge; Microsoft Word, Excel, Outlook, Drug Pak, MET's., some Oracle and PowerPoint.  
Also, Triad, Point of Sales, Pulse, EMR, and LIM's.
- Active member of BIE (business in education).
- Certified drug and alcohol collector trainer / Certified DER Trainer / Certified MRO Assistant
- Training on Clinitek Status Urinalysis Machine, Hemocue, Beckman Coulter, Renaissance II PFT Machine, Welch Allyn Ear Wash Station, and other laboratory equipment.

**RANDY SHAFFER**

**Key Position:** Quality Control / Quality Assurance Manager. 703 483-8930

**Work Experience:**

**FD&AT, LLC, 7 years 11 months, 9/08 – Present, Quality Assurance Manager**

Responsible for all aspects of the internal quality control and external quality assurance program for the U.S. Department of Transportation (DOT) Urine Specimen Collection and Breath Alcohol Testing contract.

Schedules and conducts breath alcohol and urine drug training for the DOT throughout the United States. Performs on-site and phone training nationwide for all DOT urine and breath alcohol testing processes, including operation of the breath alcohol equipment, preparation of the collection sites, completion of the appropriate Custody and Control Forms (CCFs), proper workplace professionalism at the collection site, and timely completion of all documentation associated with the collection and testing process. Developed and refined various training materials.

Troubleshoots problems that arise in the collection and testing process and assists collectors and BATs to resolve problem situations. Monitors the use breath alcohol testing equipment and provides technical support to field BATs and collectors. Also interacts with Drug Program Coordinators (DPCs) to resolve problems.

Reviews and evaluates all incoming BAT/Collector paperwork for contract compliance, including pre-employment, random, reasonable suspicion and follow-up documents. Conducts remedial training with BATs/Collectors when errors are noted

**BAE SYSTEMS, 4 years 9 months, 2/2004 – 9/2008, Quality Assurance Manager**

Responsible for all aspects of the internal quality control and external quality assurance program for the U.S. Department of Transportation (DOT) Urine Specimen Collection and Breath Alcohol Testing contract.

Schedules and conducts breath alcohol and urine drug training for the DOT throughout the United States. Performs on-site and phone training nationwide for all DOT urine and breath alcohol testing processes, including operation of the breath alcohol equipment, preparation of the collection sites, completion of the appropriate Custody and Control Forms (CCFs), proper workplace professionalism at the collection site, and timely completion of all documentation associated with the collection and testing process. Developed and refined various training materials.

Troubleshoots problems that arise in the collection and testing process and assists collectors and BATs to resolve problem situations. Monitors the use breath alcohol testing equipment and provides technical support to field BATs and collectors. Also interacts with Drug Program Coordinators (DPCs) to resolve problems. Evaluates program effectiveness, identifies areas of concern, and develops procedures to improve overall program quality.

Reviews and evaluates all incoming BAT/Collector paperwork for contract compliance, including pre-employment, random, reasonable suspicion and follow-up documents. Conducts remedial training with BATs/Collectors when errors are noted.

Ensures that the Alco-Sensor IV EBT devices are maintained in accordance with the manufacturer's Quality Assurance Plan.

Mr. Shaffer has 19 years experience in medical and safety fields, with more than 15 years recent experience in the areas of workplace drug and alcohol testing in both the public and private



sectors. He has extensive experience in national network customer service and direct customer contact.

His experience includes auditing drug and alcohol programs for a federally regulated mass transit authority; interpreting Federal and state regulatory compliance by DOT, HHS, OSHA, and MOSH; developing workplace safety and substance abuse programs; and developing and presenting customized drug and alcohol awareness training programs and occupational health and safety training programs. He also has experience in personnel management and multiple sub-contractor management; training, business development, marketing and proposal writing; developing and managing national medical provider networks; and contract and service structure negotiation with sub-contractors.

**Independent Contractor, 3 years, 2001 – 2004, Occupational and Environmental Health Care Consultant**

Developed comprehensive drug and alcohol program for the Metro Access Division of the Washington Metropolitan Area Transit Authority (WMATA). Guided WMATA and contracted carriers through intensive Federal Transit Administration audit. Developed and provided training programs for WMATA contracted carriers. Also provided project management services for United Airlines' Hearing Conservation Program.

**Comprehensive Health Services, Inc., 1 year, 2000 – 2001, Client Service Representative**

Developed a fully automated drug testing procedures for company's MRO Services Division. Provided technical assistance to the U.S. Customs collection contract and associated riders. Authored numerous procedure manuals (SOPs) and trained MRO services staff. Prepared technical and cost proposals for drug testing and medical surveillance clients. Provided technical guidance on hearing conservation. Developed audiometric data analysis management procedures. Developed training programs to assist staff in meeting new federal drug and alcohol testing regulations. Also negotiated numerous public and private sector contracts with vendors and clients.

**Health Profiles, Inc., 5 years, 1995 – 2000, President**

Established, marketed, and operated a small business that managed multi-site drug testing and medical surveillance projects. Clients included Fortune 300 clients with approximately 47 accounts in 32 states. Health Profiles also provided drug-free workplace program policy guidance, ensuring regulatory compliance. Developed and delivered customized training programs.

As president, had primary oversight responsibility for all administrative and sales activities, coordinated all occupational health programs and MRO reviews, and established and administered national laboratory contracts. Developed curriculum for a workplace drug and alcohol supervisor training film. Also produced and edited a drug and alcohol training film for private sector client.

**Washington Occupational Health Associates, Inc., 2 years, 1993-1995, Research Assistant**

Served as project the administrator for two nationwide drug-testing contracts, and reviewed and reported on drug test results to more than 50 sites. Also entered and edited data for statistical reports and status sheets for internal and external distribution.

**Education:** CAOHC Certification, 1995; Preceptorial Program, Naval Medical Clinic, Washington, DC 1985; Undergraduate coursework, University of Florida, 1978-1979

## CURRICULUM VITAE

**RANDY B. BARNETT, D.O.**  
**10551 Decatur Road, Suite 200**  
**Philadelphia, PA 19154**  
**(215) 637-6800**

<b>LICENSE</b>	Pennsylvania – 7/91 OS-007493-L
<b>DEA NUMBER</b>	By request
<b>BOARD CERTIFIED FAMILY PRACTICE</b>	American Osteopathic Board of Family Physicians 12/06/93
<b>BOARD CERTIFIED MEDICAL REVIEW OFFICER</b>	Medical Review Officer Certification Council Initial certification on 6/20/00 recertification on 11/24/2004
<b>BOARD ELIGIBLE SLEEP MEDICINE</b>	Through ACOFP - began training in 01/05 Exam scheduled for 08/27/11
<b>PRIOR HOSPITAL STAFF</b>	Frankford Hospital 5000 Frankford Avenue Philadelphia, PA 19124  Graduate Hospital 1800 Lombard Street Philadelphia, PA 19146  Pennsylvania Hospital 800 Spruce Street Philadelphia, PA 19107

## EDUCATION

<b>RESIDENCY</b>	HPCOM – Parkview Division 1331 East Wyoming Avenue Philadelphia, PA 19124	7/1/91 – 6/30/93
<b>INTERNSHIP</b>	Parkview Hospital 1331 East Wyoming Avenue	7/1/90 – 6/30/91

Philadelphia, PA 19124

**MEDICAL  
SCHOOL**

Philadelphia College of  
Osteopathic Medicine  
Philadelphia, PA 19131

Graduated 1990  
D.O.

**COLLEGE**

Arcadia University  
South Easton Road  
Glenside, PA 19038

Graduated 1986  
B.A. Biology & Chemistry

**PUBLICATIONS**

**JOURNAL OF  
HEALTH AND  
PRODUCTIVITY**

Assessment of Excessive Daytime Sleepiness and the Risk of  
Sleep Apnea in Railroad Workers – Vol. 3, Number 2 – Dec 2008

**EMPLOYMENT**

Jeffrey Herman D.O.  
6044 Castor Avenue  
Philadelphia, PA 19149  
215-288-2090

7/93 - 8/94

Andrew Poulshock D.O.  
6239 Rising Sun Avenue  
Philadelphia, PA 19111  
215-742-1436

7/93 – 10/94

Richard Struhlson D.O.  
3152 Princeton Avenue  
Philadelphia, PA 19149  
215-624-0956

7/93 – 10/94

Nikki Lang, M.D.  
634 Pine Street  
Philadelphia, PA 19106  
215-627-1300

8/94 – 10/96

Richard A. Koff, M.D.  
11596 Roosevelt Boulevard  
Philadelphia, PA 19115  
215-464-6383

8/96 – 12/96

Work Health  
Wakeling Building  
5000 Frankford Avenue  
Philadelphia, PA 19124

10/97 – 12/04

University Services  
10551 Decatur Road  
Suite 200  
Philadelphia, PA 19154

1/05 – Present

**Ntei Abudu, PhD, NRCC-TC, (F-ABFT)**

**Curriculum Vitae**

**Education**

- Clinical Chemistry Fellowship: September 2002- July 2005.  
Department of Pathology and Laboratory Medicine  
Univ. of Louisville, Louisville, KY, 40292
- Post-doctoral Fellowship: October 1998 - June 2002  
Roswell Park Cancer Institute  
Department of Pharmacology and Therapeutics, Buffalo, NY
- PhD Biochemistry: August 1992 - October 1998  
Norwegian University of Science & Technology, Trondheim, Norway (NTNU).
- Post graduate diploma in Education: August 1992 - December 1992  
Norwegian University of Science & Technology, Trondheim, Norway.
- MS, Biochemistry: August 1990 - June 1992  
Norwegian University of Science & Technology, Trondheim, Norway.
- BS, Chemistry: September 1986 - June 1990  
Norwegian Univ. of Science & Technology (NTNU), Trondheim, Norway

**Board Certification**

- Fellow-American Board of Forensic Toxicology (F-ABFT), 2014
- National Registry of Clinical Chemistry-Toxicology (NRCC-TC), 2011

**State Licensure - Toxicology**

- New York State Department of Health, Albany-Forensic Toxicology, 2008
- Florida State Department of Health (applied 2015)

**Employment**

- Laboratory Corporation of America, RTP- 2015 - Present
- Solstas/Quest Diagnostics: 2014 - 2015
- Warde Medical Laboratory: 2005 - 2013

### Selected Published Scientific Abstracts

- Ntei Abudu, Roland Valdes Jr. Mark W. Linder  
A model for estimating the impact of new pharmacogenetic tests on local populations:  
MDR-1 C3435T polymorphism.  
*Clinical Chemistry. Vol. 50, NO. 6, Supplement (2004); A130 (Presented in Los Angeles, USA)*
- Y. Zhu, D.W. Hein, M.A. Doll, K. K. Reynolds, N. Abudu, R. Valdes, Jr. and M. W. Linder.  
Simultaneous Determination of Seven-N-Acetyltransferase-2 (NAT-2) Single Nucleotide Variations by Allele-Specific Primer Extension Assay.  
*Clinical Chemistry (2006) A200*

### Non Peer Reviewed Articles

- Ntei Abudu  
Detection of Prenatal Drug Abuse in Meconium by LC-MSMS  
*Warde Report 2011, vol. 22 No. 1*
- Ntei Abudu  
Pain Management by LC-MSMS  
*Warde Report 2011, vol. 22 No. 2*
- Ntei Abudu  
LC-MSMS Screening Methods for the diagnosis of Cushing's Syndrome.  
*Warde Report 2009; Vol. 20 (3)*
- Ntei Abudu  
Ethyl glucuronide: A sensitive Marker for Alcohol Consumption  
LC-MSMS procedure.  
*Warde Report 2008, vol. 19 No. 3*

### Professional Association Membership

- American Association of Clinical Chemistry (AACC): 2002 - Present
- Society of forensic toxicology (SOFT): 2008

**REVISED - PRICING EVALUATION (August 8, 2016)**

**ATTACHMENT B**

**PRICING EVALUATION** The Offeror shall submit proposed costs for the services being offered. Itemized costs shall be in the form of firm-fixed delivered unit prices. **No extra charges shall be allowed** in accordance with the Statement of Needs, General and Special Terms and Conditions identified herein.

**UNIT PRICING SHALL BE ALL INCLUSIVE. PROPOSED UNIT COSTS SHALL BE FOR PROVIDING COMPLETE SERVICES; INCLUDING COLLECTION, ANALYSIS, MRO SERVICES, RECORDS MAINTENANCE, TRAVEL/MILEAGE, HOURLY RATES, OVERHEAD, MISC. SUPPORT SERVICES, ETC. EXTRA CHARGES WILL NOT BE ALLOWED.**

<b>Proposed Costs R-SF-16038 (Addendum No. 2, dated August 8, 2016)</b>				
<b>Item #</b>	<b>Item</b>	<b>Collection Location</b>	<b>Unit</b>	<b>Unit Cost</b>
<b>DOT Testing:</b>				
1	DOT NIDA 5 Panel	On-site PWCS' Site	Each	8.00
2	DOT NIDA 5 Panel	Contractor's Site	Each	7.00
3	DOT Breath Alcohol Test, Confirmation	On-site PWCS' Site	Each	2.00
4	DOT Breath Alcohol Test, Confirmation	Contractor's Site	Each	1.50
<b>Non-DOT Testing:</b>				
5	Non-DOT 10 Panel	On-site PWCS' Site	Each	8.00
6	Non-DOT 10 Panel	Contractor's Location	Each	7.00
7	Non-DOT Breath Alcohol Test, Screening	On-site PWCS' Site	Each	2.00
8	Non-DOT Breath Alcohol Test, Screening	Contractor's Site	Each	1.50
<b>Other Collection/Testing Related Services:</b>				
9	Random Selection	N/A	Per Month/ Per Pool	1.00
10	Retest of Split Specimen, including MRO Review of Results (Distinguish between PWCS request and employee request for split specimen. Offeror shall furnish methodology for collection of feed should the employee request the split specimen)	N/A	Each	5.00
11	Medical Examination of Employee Unable to Produce a Specimen, including MRO Review of Results	N/A	Each	5.00
12	Wait Time**	On-Site PWCS' Site	Each	1.00
13	Emergency/Reasonable Suspicion Testing or Specific Testing outside of a monthly, random selection.	On-Site PWCS' Site	Each	1.00
14	Litigation/Expert Witness Services <i>See Descriptions and Pricing in Section 5.1.10</i>	Offeror shall submit a detailed description of Litigation/Expert Witness services offered, including proposed costs for said services.		
15	Supervisor and Employee Training Services <i>See Descriptions and Pricing in Section 5.1.10</i>	Offeror shall submit a detailed description of Supervisor and Employee Training services offered, including proposed costs for said services.		

\* PWCS' sites are identified in Section 5.1.10, and Attachment D.

\*\* Wait time is defined as time the collector is requested, by PWCS, to wait for a late employee, an employee that is having difficulty producing a specimen, etc. All wait time must be pre-authorized by the PWCS' Technical Point of Contact. In addition, wait time of less than one (1) hour shall be computed on a pro rata basis to the nearest quarter (.25) hour. Contractor shall not be compensated for unauthorized wait time charges.

I will accept single use credit card for payment: Yes  No

Printed Offeror/Company Name: *Drug & Alcohol Testing*

Solicitation # R-SF-16038

**CONTRACTOR DATA SHEET**

1. **QUALIFICATION OF OFFEROR:** The Offeror shall have the capability and the capacity in all respects to fully satisfy all the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time the Offeror has been in business providing the goods/services in this solicitation: \_\_\_\_\_ Years \_\_\_\_\_ Months.
3. **REFERENCES:** Offerors shall provide a listing of at least three (3) references for which the company has provided specified goods/services of the same or greater scope within the past three (3) years. **PWCS cannot be a reference.**

1.	Customer Name: Department Drug	Contact Name: Iva Templeton	Contact Title: Case Administrator
Address: New Jersey Ave 18-31 Washington, DC		Phone No. 566-01	
E-mail: templeton@...		Fax No. 566-15	
2.	Customer Name: Regulatory Comm	Contact Name: Christine Secor	Contact Title: Program Manager
Address: Rockville Rockville, MD		Phone No. 415-6	
E-mail: Christine.Secor@...		Fax No. 415-5	
3.	Customer Name: Nation Security Admin	Contact Name: Johnson-Brideau	Contact Title: Chief Financial Officer
Address: Walker Alexandria, VA		Phone No. 221-1	
E-mail: Johnson-Brideau@...		Fax No. 221-7	



**PRINCE WILLIAM COUNTY PUBLIC SCHOOLS  
Purchasing Office**

**VENDOR INFORMATION FORM**

The following vendor information is required with all RFP responses along with a completed and signed W-9 form:

Ordering/Purchase Order Submission:

Legal Business Name: [Redacted]

D/B/A: [Redacted]

Address: [Redacted]

City, State, Zip: [Redacted]

Phone: [Redacted] Fax: [Redacted]

Email: [Redacted]

Tax ID#: [Redacted]

Remittance:  Check box if same as above

Legal Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Information:

Name: [Redacted]

Title: [Redacted]

Phone: [Redacted] Fax: [Redacted]

E-mail Address: [Redacted]

**Attention Vendors: Visit the PWCS Purchasing Office Website at  
<http://purchasing.departments.pwcs.edu> to:**

- Register on-line, click on "Vendor Registration"
- Obtain a W-9 form and instructions



## Responses to ASP Security Standards Form

**4.1.1 - Prince William County Schools reserves the right to periodically audit the Prince William County Schools application infrastructure to ensure compliance with the ASP Policy and these Standards. Non-intrusive network audits (basic portscans, etc.) may be done with 24 hours prior notice. More intrusive network and physical audits may be conducted on site with 48 hours notice.**

FD&AT welcomes any additional measures that PWCS would see fit to undergo thereby ensuring that the information entrusted to FD&AT is secure and our systems conform to the Policy and Standards set forth in this document.

**4.1.2 - The ASP must provide a proposed architecture document that includes a full network diagram of the Prince William County Schools Application Environment, illustrating the relationship between the Environment and any other relevant networks, with a full data flowchart that details where Prince William County School data resides, the applications that manipulate it, and the security thereof.**

Please refer to the Exhibit section

**4.1.3 – The ASP must be able to immediately disable all or part of the functionality of the application should a security issue be identified.**

If a security issue is identified during business hours FD&AT administrators have the immediate access to the application in order to rectify the issue. FD&AT administrators have the ability to remotely manage the environment and immediately take down the server from the network until a time in which physical access to the application can be established in order to rectify the issue.

**4.2.1 – The equipment hosting the application for Prince William County Schools must be located in a physically secure facility, which requires badge access at a minimum.**

All FD&AT equipment is housed in a locked server room in our corporate office. Access to our Corporate office is controlled by numeric keypad access as well as physical lock and key. Currently, our server room is secured by lock and key access, which is limited to FD&AT personnel. FD&AT is currently in the process of upgrading from lock and key to push button combination lock with memory in order to audit entry. Vendors are permitted access by escort only.

**4.2.2 – The infrastructure (hosts, network equipment, etc.) hosting the Prince William County Schools application must be located in a locked cage-type environment.**

FD&AT secures its network equipment in an EIA-310-D compliant Server Cabinet locked in our server room.

**4.2.3 – Prince William County Schools shall have final say on who is authorized to access the Prince William County School Application Infrastructure.**

FD&AT will make every effort to accommodate any requests made by PWCS regarding access to sensitive data. By default, access will be limited to FD&AT Information Technology Administrators and PWCS Contract specific personnel.

**4.2.4 – The ASP must disclose who amongst their personnel will have access to the environment hosting the application for Prince William County Schools.**

Access to the server room is limited to FD&AT personnel. Access to the Server Cabinet is limited to FD&AT Information Technology administrators only.

**4.3.1 – The network hosting the application must be air-gapped from any other network or customer that the ASP may have. This means the Prince William County Schools application environment must use separate hosts, and separate infrastructure. If you as the ASP have alternative application processes, the processes must be reviewed and approved by the PWCS Technology Department prior to use.**

Due to the nature of the DrugPak software that FD&AT will utilize to support PWCS we feel that a true "air-gapped" environment is not the most viable option. FD&AT proposes to house PWCS' Application Server behind a second, internal hardware firewall with strict access rules at the firewall box. This will allow FD&AT to provide PWCS with the immediate electronic/web based reporting requested in the RFP while further hardening PWCS data against attack.

**4.3.2 – The data between Prince William County Schools and the ASP going over a public network such as the Internet, appropriate firewalling technology must be deployed by the ASP, and the traffic between Prince William County Schools and the ASP must be protected and authenticated by cryptographic technology at all times. (See Cryptography below).**

FD&AT employs a hardware firewall solution with 256 bit AES, and SHA-1 encryption will all firmware updates.

**4.4.1 – The ASP must disclose how and to what extent the hosts (Unix, Windows, etc.) comprising the Prince William County Schools application infrastructure have been hardened against attack.**

Please refer to the Exhibit section.

**4.4.2 – The ASP must provide a current patch level on hosts, including host OS patches, web servers, databases, and any other material application.**

FD&AT's current systems are run off of a Window SBS 2011 with all current updates and patches installed. Our primary application, DrugPak, is updated to v.6.

***4.4.3 – Information on how and when security patches will be applied must be provided. How does the ASP keep up on security vulnerabilities, and what is the policy for applying security patches?***

FD&AT utilizes a third party software, LabTech, to keep track of security patch releases. When critical security patch is identified FD&AT administrator act quickly to carefully apply the appropriate patch with out compromising system integrity.

***4.4.4 – The ASP must disclose their processes for monitoring the integrity and availability of those hosts.***

FD&AT again uses SolarWinds N-able software to monitor our hosts internally and to scan our hosts externally.

***4.4.5 – The ASP must provide information on their password policy for the Prince William County Schools application infrastructure, including minimum password length, password generation guidelines, and how often passwords are changed.***

FD&AT follows industry best practices regarding password policy. Minimum 8 characters; 3 out of 4 of the following required – Upper or Lower case, Numeric, Symbols; Not a word found in a dictionary, language, slang, etc; Not based on personal info; Not written down or stored locally; Forced changed at least quarterly; Can not reuse last 10 passwords.

***4.4.6 – Prince William County Schools cannot provide internal usernames/passwords for account generation, as PWCS does not allow internal passwords to be in the hands of third parties. With that restriction, how will the ASP authenticate users? (e.g., LDAP, Netegrity, Client certificates.)***

FD&AT will require a written request from PWCS to create new usernames/passwords. Upon receipt of a request accounts will be created using LDAP.

***4.4.7 – The ASP must provide information on the account generation, maintenance and termination process, for both maintenance as well as user accounts. Include information as to how an account is created, how account information is transmitted back to the user, and how accounts are terminated when no longer needed.***

Accounts are created using LDAP. Account information shall be transmitted to the user via secure, encrypted email. Accounts are maintained in accordance with industry best practices. When an account is no longer needed it will be maintained as "disabled" for a period of 90 days after which it will be removed from the server.

***4.5.1 – At Prince William County School’s discretion, the ASP may be required to disclose the specific configuration files for any web servers and associated support functions (such as search engines or databases).***

FD&AT will disclose any configuration files at PWCS request.

**4.5.2 – Please disclose whether, and where, the application uses Java, Javascript, ActiveX, PHP or ASP (active server page) technology.**

FD&AT's primary application, DrugPak, is written completely in C.

**4.5.3 – What language is the application back-end written in? (C, Perl, Python, VBScript, etc.)**

FD&AT's primary application, DrugPak, is written completely in C.

**4.5.4 – Please describe the ASP process for doing security Quality Assurance testing for the application. For example, testing of authentication, authorization, and accounting functions, as well as any other activity designed to validate the security architecture.**

FD&AT utilizes SolarWinds N-able to provide comprehensive application scanning.

**4.5.5 – Has the ASP done web code review, including CGI, Java, etc, for the explicit purposes of finding and remediating security vulnerabilities? If so, who did the review, what were the results, and what remediation activity has taken place? If not, when is such an activity planned?**

To date FD&AT has not performed a web code review because FD&AT is not currently utilizing DrugPak's web base interfaces. A thorough review will be done upon award of the contract in order to satisfy this requirement.

**4.6.1 – The Prince William County Schools application infrastructure cannot utilize and “homegrown” cryptography – any symmetric, asymmetric or hashing algorithm utilized by the Prince William County Schools application infrastructure must utilize algorithms that have been published and evaluated by the general cryptographic community.**

FD&AT employs a hardware firewall solution with 256 bit AES, and SHA-1 encryption will all firmware updates.

**4.6.2 – Encryption algorithms must be 128-bit DES or AES or its equivalent. If the encryption is proposed as an equivalent, PWCPS will make the determination of equivalency in its sole discretion. PWCPS reserves the right to change or increase the level of the required encryption with 30 days advance notice to the ASP.**

FD&AT employs a hardware firewall solution with 256 bit AES, and SHA-1 encryption will all firmware updates.

**4.6.3 – Connections to the ASP utilizing the Internet must be protected using any of the following cryptographic technologies: IPSec, SSL, SSH/SCP, PGP.**

FD&AT employs a hardware firewall solution with 256 bit AES, and SHA-1 encryption will all firmware updates.

**4.6.4 – *If your application infrastructure requires PKI, please contact Prince William County Schools Information Security Group for additional guidance.***

FD&AT does not require PKI.

**4.6.5 – *The weakest link in cryptography is typically the human element. Explain how the ASP plans to limit access to cryptographic keys and to protect the key holders from social engineering and other threats.***

Cryptographic keys are maintained on the Firewall and are not distributed to personnel. FD&AT shall train the appropriate personnel regarding how to spot and avoid Social Engineering threats.

**4.6.6 – *Explain how the ASP has protected the data from side channel attacks.***

FD&AT follows all industry best practices in terms of network architecture and configuration. Due to the complexity of actually implementing a side channel attack we feel that we hardened ourselves as best we can to prevent these attacks.

**4.6.7 – *Explain how the ASP wipes data so that it cannot be recovered.***

FD&AT utilizes a third party, DoD Compliant software, File Shredder in order to wipe data beyond recovery.



# General Presentation

2008





## **1. Elaborate on your Experience, Qualifications, and Ability to perform the services as outlined in the RFP.**

### Experience

- 4+ Years providing PWCS with ALL of the services outlined in the RFP.
- 8+ Years providing ALL of the services outlined in the RFP to various private and government agencies.
- 20+ Years combined experience of FD&AT's Management Team overseeing and administrating Workplace Drug Testing Programs.

### Qualifications

- FD&AT oversaw PWCS' transition from a clinic based testing program to the one that is currently in use utilizing mobile testing at PWCS facilities.
- 90% of FD&AT customers have selected us because of our position of being a nationwide leader providing mobile collection services.
- FD&AT has strategically positioned itself with our partnerships with University Services (MRO) and LabCorp (LAB). Both are highly regarded as nationwide leaders in their respective fields, providing PWCS with the service level of a big business with the benefits of small business customer service.

### Ability

- Zero turnover at the Top. The same people who have overseen the program for the past 4+ years are still in place.
- Our CURRENT high level of performance on every aspect outlined in the RFP that is being performed as a part of the current contract speaks best to our ability to provide the necessary services.



## 2. Elaborate on your Approach and Methodology to provide the Drug & Alcohol Collection, Testing & Medical Review Officer Services.

### Approach

- “If it ain’t broke...”
  - Identify with PWCS which areas, if any, could use more attention under the new contract.
  - Outside of any identified areas of concern, FD&AT believes that we can continue to build upon the established practices that PWCS and FD&AT have worked hard to put in place.

### Methodology

- Our Methodology is built on FD&AT’s 3 core principals:
  - **Integrity** – FD&AT believes in the system that we have worked to establish with PWCS. We will not compromise the integrity of the program by cutting corners or by not providing the level of service that FD&AT expects and PWCS deserves.
  - **Dependability** – FD&AT believes that over the course of the last 4+ years we have established that if PWCS needs something done quickly and efficiently or when unique situations arise PWCS has been able to depend on FD&AT to get the job done. Our dedication to PWCS will not waver.
  - **Adaptability** – Workplace Drug & Alcohol testing is a fluid process that can change quickly and significantly. FD&AT prides itself on staying on top of all of the industry information and working to quickly adapt PWCS program to ensure compliance with all regulations.



**3. Elaborate on your understanding of the Request For Proposal Requirements as outlined in the RFP.**

- The minimum requirements outlined in the RFP have not changed from the requirements in place that FD&AT have been performing to for the last 4+ years.
- Because of this FD&AT feels that we uniquely positioned to poses an in depth knowledge and understanding of these core requirements.
- FD&AT has worked very closely with PWCS over the last 4+ years to ensure that all of these requirements are not only being met, but exceeded.



**4. It is important to PWCS for the successful Offeror to provide all services outlined in the RFP. Explain and clarify how your company clearly understands the separation between the MRO and the collection and laboratory services as required for PWCS.**

- Nothing new...
  - This requirement as been in place since the inception of 49 CFR Part 40.
- Long Standing Partnerships...
  - FD&AT prides itself on it's long standing partnerships throughout the industry. University Services and LabCorp are long established companies in their respective industries and have been FD&AT partners from the very beginning.
  - Outside of these partnerships FD&AT maintains relationships with Quest Diagnostics and Alere Laboratories on the laboratory front as well as 1<sup>st</sup> Advantage on the MRO side. If a conflict ever arose FD&AT has the ability resolve the issue with minimal impact to PWCS.



**5. Elaborate on the following of the RFP Requirements:**

**a. Timelines**

**b. Explain your understanding of the PWCS Forms and/or recommended forms for consideration.**

a. Timelines

- The proposed Schedule of Implementation outlined in section 7 of the RFP is a non-issue for FD&AT. As the current provider of these services to PWCS there would be no interruption of service.

b. Explain your understanding of the PWCS Forms and/or recommended forms for consideration.

- The forms currently being utilized by PWCS are all industry standard forms and will continue to be used on the new contract unless changes to the Federal guidelines mandate that changes be made.



## 6. What are the most critical challenges that are anticipated? Describe your approach to handling these challenges.

- Testing of NON CDL drivers within the Transportation department whose duty it is to transport students with special needs or circumstances.
  - While not called out in the Statement of Needs in the RFP FD&AT was made aware of this need at the very end of last school year. While FD&AT doesn't necessarily see this as a challenge, it will take PWCS and FD&AT working together to implement a solution that conforms with Federal guideline. Our approach would include:
    - Making sure PWCS' policies are current and up-to-date when it comes to the Random testing of Non-DOT employees;
    - Identifying all employees that fall into this category;
    - Potentially establishing a NEW Non-DOT Random selection pool as these employees would not fall under the Federal guidelines that CDL holders must adhere to;
    - Working with PWCS to establish a Rate of testing requirement. Either inline with what is required by 49 CFR Part 40 or customized to fit PWCS needs;
    - Finally, implementing the solution and performing the service to PWCS satisfaction.
- Testing of PWCS employees who have travelled outside the county, within the 50 mile radius established in section 5.1.10.1 of the RFP.
  - If/when the need should present itself for PWCS to call upon this requirement FD&AT is well positioned to be able to provide this service with little disruption to PWCS. FD&AT currently provides NATIONWIDE mobile collection coverage to many Federal agencies and in doing so has built up a large network of both mobile and in-office providers that would be able to provide the necessary services in the event that FD&AT's own mobile collectors are unavailable or would take too long to get to the required location.



## **7. Elaborate on the Proposed Cost/Pricing Schedule, and the following, if applicable.**

### **a. Proposed Cost/Pricing Schedule (Attachment B, Revised with Addendum #2, dated August 8, 2016)**

- FD&AT recognizes that the pricing for certain Items may reflect a larger increase than PWCS was anticipating. A number of factors played a large part in FD&AT's pricing. To list a few:
  - Proposed contract length is twice as long as the current contract;
  - Time spent providing services on the current contract that, in FD&AT's opinion, fell outside of the normal scope of services outlined in the RFP (will speak to this more directly during the Q&A session as it relates to Program Management);
  - The removal of travel-related Items from the original Cost/Pricing Schedule.

### **b. Wait Time, late employee, employee having difficulty producing a specimen, etc.**

- This Item remains unchanged from the current contract. FD&AT understands that ALL waiting time MUST be authorized by PWCS and it will not be billed otherwise.

### **c. Minimum on-site collection requirements**

- Minimum on-site collections are necessary when a per specimen unit cost must be all-inclusive of things such as collector travel time and mileage from FD&AT to PWCS and back to FD&AT as well as the time spent by the collector performing collections and testing. Having a minimum requirement actually helps to lower the unit cost overall because you are dealing with a known quantity where these costs can be spread out and mitigated. Under the current contract, PWCS has exceeded the minimum collection requirements for every collection event, and as such, FD&AT doesn't anticipate and problems in the future.



**7. Elaborate on the Proposed Cost/Pricing Schedule, and the following, if applicable.  
(Continued...)**

**d. Cancellation**

- When a cancellation occurs after FD&AT's collector arrives at the collection site, the time and mileage that the collector has already occurred needs to be accounted for. When it comes to mobile testing, the scheduling of collectors is a delicate balancing act to ensure FD&AT can continue to provide the outstanding service that PWCS and our other clients have come to expect. If we schedule a collector to perform services for PWCS and the collection gets cancelled that is lost revenue not only to FD&AT but also to the collector directly as they were unable to be scheduled for work for any other clients. FD&AT feels that our cancellation charge is very reasonable and is in fact at the lower end of the industry standards.

**e. Litigation/Expert Witness Services**

- The costs associated with Litigation and Expert Witness services have been passed straight through to PWCS. FD&AT does not profit from these services.

**f. Training Programs**

- The Supervisor/Employee training programs that FD&AT offers is designed and has been 100% approved for DOT and Non-DOT Drug and Alcohol Testing Workplace Programs. It is taught by our highly qualified Director of Business Services, Ms. Stefni Skorich. The costs associated with this Item reflect not only the time spent delivering the training but also with the preparation required to provide complete and thorough materials.



A large, light green watermark of the F&D logo is centered in the background. It features a shield with the letters 'F' and 'D' on either side of a central ampersand, with a banner below containing the year '2008'.

**Question & Answer**  
**Session**

2008



- 1. PWCS requests one (1) dedicated staff person for the PWCS Account. Please elaborate the designee and their role and responsibility.**

Our Director of Business Services, Mrs. Stefni Skorich, will be the primary Program Manager for PWCS with Vice President, Mr. Mike Wrobel, serving to back up Mrs. Skorich if/when necessary. While neither Mrs. Skorich or Mr. Wrobel's time will be 100% dedicated to PWCS, when required will be 100% focused on the needs of PWCS. FD&AT believes that this arrangement will to continue to work as it has for the past 4+ years of the current contract. If PWCS feels strongly about having an individually fully dedicate 100% of their time to PWCS, FD&AT would be open to those discussions.



**2. In the event of your company's staff turn-over, for those assigned to the PWCS account, please explain how this will affect the PWCS Account.**

FD&AT does not foresee any staff turn-over that would directly affect PWCS. Our Management Team has been in place from the very beginning. FD&AT is a family owned and operated small business started by our current President, Mr. Richard Wrobel. As such, our Vice President, Mr. Mike Wrobel, will be with FD&AT in perpetuity. Therefore if, for any reason, Mrs. Skorich decided to part ways with FD&AT, Mr. Wrobel would assume her responsibilities as the primary Program Manager until such a time as a qualified replacement amenable to PWCS could be found. Any turn-over at the collector level has always been quickly filled with qualified individuals who are excited at the opportunity to perform the work.



**3. Explain how you will work to train staff and implement programs with PWCS; and how will you provide “continued” education for staff turn-over?**

Communication between PWCS and FD&AT will be the most critical aspect to the implementation of any programs PWCS wishes to pursue. Once PWCS' wishes have been communicated to FD&AT the process of scheduling/blocking off the time required for training or any other program can easily be accomplished. FD&AT prides itself on our adaptability. Every client is unique and we would never try to force PWCS into a mold that may be working for another client. If PWCS wants it done, FD&AT will find a way to make it happen.



- 4. If a process needs to be modified during the contract period, what is the preferred mode to communicate these necessary changes?**
  - a. How long does a change in process normally take?**

If a process needs to be modified during the contract, the preferred method for this to be communicated is by way of email. In this way whatever the modification can be clearly communicated and everyone knows exactly what needs to be accomplished as well as who and why the modification was requested. Depending on the modification request, it could be implemented within 24 hours for something procedural based. Modifications to policy or to the MRO or Lab would take longer. No matter the length of time required to make a modification, it would be clearly conveyed to PWCS along with regular status updates until the process is complete.



**5. Explain the scheduling process to streamline the process.**

The current scheduling process is quite streamlined as it is. After FD&AT runs the random selection it is forwarded to PWCS' transportation department. The transportation department looks at the schedules of the employees selected for testing and works closely with FD&AT to identify collection dates that work best for both parties.



**6. Is there a dedicated, toll-free, phone number for scheduling?**

FD&AT maintains two (2) toll-free numbers, one for use during normal business hours, and the other for use to schedule Emergency collections after hours. In addition, PWCS has been provided with the relevant FD&AT personnel's direct office numbers as well as cell phone numbers. This ensures that PWCS can always reach FD&AT to meet their scheduling requirements.



**7. Can you respond to all telephone or written follow-up inquiries by PWCS within twenty-four (24) hours of receipt?**

Yes. FD&AT has no problems responding to requests and inquiries made by PWCS within a 24 hour period.





- 8. How do you provide training to your staff and continued education for new account managing for PWCS contract requirements?**
  - a. Elaborate on your training plan for PWCS employees and managers. Please provide specific details and samples of training materials.**

Because FD&AT is currently providing these services to PWCS our staff does not require training for PWCS as a new account, conversely FD&AT is not introducing any new programs and requirements that would facilitate the need to train PWCS employees and managers. Collector certifications for both Urine Collection and Breath Alcohol Testing are renewed every five (5) years as required in 49 CFR Part 40. In the event of changes made to any Federal guidelines our staff is brought together to be trained on new procedures before performing collections again. If a collector has not performed collections for PWCS or any client for a lengthy period of time they will undergo Refresher Training, even if their certification is still current, so that FD&AT is satisfied that we are providing quality collectors.



**9. Please provide a detailed explanation of the random generator.**

The drug program management software, DrugPak, utilizes a proprietary mathematical algorithm based on the linear congruential algorithm invented by D.H. Lehmer, a famous mathematician, to generate its random selection list. DrugPak is widely recognized as an industry leader in the field.



**10. You have indicated that you will provide letters to employees when tests are positive. Provide your process for this and samples of the letter.**

Upon review of our submitted proposal FD&AT could not find where such an indication was made. That being said, upon request employees are entitled to all records about their drug and alcohol tests. However, PWCS is the owner of these records and as such FD&AT recommends the employee sign a release with PWCS before authorizing the distribution of any records. If requested and approved by PWCS, the relevant records will be released to the employee by FD&AT. These records will be sent with a standard cover letter provided FD&AT is given the donor's mailing address. As this is not currently in practice FD&AT does not have a sample of the letter to provide.



**11. Your proposal indicates a turnaround time of 72 hours for positive tests. Please provide details of your process.**

FD&AT believes this question is based off of a misreading of our response. FD&AT can not, and has not ever, guaranteed a turnaround time of 72 hours for a positive test.

In the event of a non-negative result being reported by the lab the MRO must make an attempt to contact the donor. The MRO is required to make 3 attempts to reach the donor at the phone number provided on the Custody and Control Form spaced over 24 hours. After these attempts are made, if the MRO has still not spoken with the donor, the donor has 72 hours to contact the MRO to discuss the results of their test. If there is a question of prescription medication being the root cause, the donor is afforded additional time to provide the MRO with a valid prescription for the medications in question. There is no time table set on this process. For DOT testing, even if the donor fails to contact the MRO within the 72 hour window, the MRO is required to wait 10 days before reporting the result.

As you can see, due to the uncertainty of the process, from the cooperation level of the donor to possible extenuating circumstances a guaranteed 72 hour turnaround is not feasible.



**12. Describe what is considered by your organization as a model program.**

Over the course of the past 4+ years FD&AT has worked closely with PWCS to have in place and execute a model Drug-free Workplace Program. As a result we have worked as a team and accomplished the building of a program designed for PWCS that functions on the highest level. The model plans foundation is a thoroughly well written policy which offers a helping hand while at the same time clearly communicating that the use of illegal drugs and alcohol abuse will not be tolerated.

While FD&AT feels strongly that PWCS' DOT testing program meets the billing as a model program, in order for PWCS as a whole to rise to the level of an all-around model program it needs to be extended to include Non-DOT covered employees. This would serve to elevate awareness of drug and alcohol misuse and safety within the PWCS schools themselves.



- 13. Section 8.13.2.2 indicates a recommendation for program management. Please elaborate and provide:**
- a. Specifics about your plan or recommendation for program management.**
  - b. Specific details of circumstances in working with PWCS that would lead you to make this recommendation.**
- a. While FD&AT strives to accommodate PWCS's requests there should be a mutual agreement on what is considered normal program management as it relates to the specific servicing of the requirements outline in the RFP, and what is considered to be outside these requirements. FD&AT feels that normal requests are things like scheduling, reporting of results, following up with the lab or MRO as to why a result hasn't been reported, etc. When requests are made to assist in the creating/writing new policies and procedures or to perform research on abnormal circumstances that a donor came up with, these actions are labor intensive. It is FD&AT policy to always go the extra mile for our clients, and we are always willing to, however we feel it only fair that our hard working staff be compensated for doing so. This is where we feel an Item dedicated to Program Management would benefit not only FD&AT, but PWCS as well.
- b. On different occasions there has been requests for information or projects that have been started that are not under the normal program management day to day responsibilities. Such requests that have been made of FD&AT include, additional policies and procedures written at the request of PWCS for a program which ended up not being developed any further after many hours of work by FD&AT as well as asking FD&AT to research donor claims regarding out of the norm drugs and/or product and their potential affect on the drug testing program moving forward.



**Wrap-up**

2008

October 27, 2016

**BEST AND FINAL OFFER**

for

**Drug and Alcohol Collection, Testing and Medical Review Officer  
(MRO) Services for Prince William County Public Schools**

This BAFO includes data that shall not be disclosed outside Prince William County Schools and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate FD&AT’s proposal. If, however, a contract is awarded to this offeror as a result of – or in connection with – the submission of this data, Prince William County Schools shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Prince William County Schools right to use information contained in this data if it is obtained from another source without restriction.

Submitted to:  
Prince William County Schools  
Attn: Financial Services/Purchasing Office  
RFP #R-SF-16038  
14715 Bristow Road  
Manassas, Virginia 20112

In Response to:  
PWCS Best and Final Offer Notification Letter

**REDACTED COPIES NOT REQUIRED**

**FORENSIC**

*Drug & Alcohol Testing, LLC*

Forensic Drug & Alcohol Testing, LLC  
14150 Park East Circle, Suite 130  
Chantilly, Virginia 20151  
888-279-0727





October 21, 2016

Forensic Drug & Alcohol Testing, LLC  
Mr. Michael C. Wrobel  
Vice President  
14150 Parkeast Circle, Suite 130  
Chantilly, Virginia 20151

Re: Best and Final Offer Notification Letter, RFP #: R-SF-16068, Drug and Alcohol Collection, Testing and Medical Review Officer (MRO) Services

Dear Mr. Wrobel,

Thank you for your presentation on October 19, 2016 to the Prince William County Public School's (PWCS) Evaluation Committee. I am pleased to advise that Forensic Drug & Alcohol Testing, LLC has been selected as a finalist for the above-referenced Request for Proposal. This is your notice that Prince William County Public Schools is requesting a Best and Final Offer (BAFO) for the Pricing Schedule.

You are encouraged to make any improvements, enhancements, and pricing amendments you consider appropriate as part of your BAFO. You are encouraged, but not required, to submit an amended BAFO. BAFO Instructions are attached and become part of the RFP.

The Best and Final Offer (BAFO) submission is **due to my attention, at the Purchasing Office, no later than October 27, 2016 at 11:00 a.m.** If you are not submitting a BAFO, please sign this cover page and return to my attention.

If you have any questions concerning the content of this notification letter or the requirements of the Best and Final Offer, submit by e-mail directly to my attention at farmersd@pwcs.edu.

Sincerely,

Sheila D. Farmer, CPPB  
Senior Buyer

Attachment –BAFO Instructions

**RFP No. R-SF-: R-SF-16038: Offeror complete the following if you are not submitting a BAFO.**

There are no improvements, enhancements, and pricing amendments to our original RFP proposal submission and our company/firm will not be submitting a BAFO.

Full Legal Name of Offeror: \_\_\_\_\_ DATE: \_\_\_\_\_

Authorized Name (print): \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

E-mail (print) \_\_\_\_\_

## Best and Final Offer - *INSTRUCTIONS*

**RFP #: R-SF-: R-SF-16038**

### **Drug & Alcohol Collection, Testing & Medical Review Officer Services**

- A. You are encouraged, but not required, to submit a Best and Final Offer, BAFO. Best and Final Offer (BAFO) **submissions are due by October 27, 2016 at 11:00 a.m.** Sealed BAFOs must be received and time stamped prior to 11:00 A.M, October 27, 2016. Offerors are responsible for ensuring that the Purchasing Office receives their BAFO submission by the deadline indicated. The time a BAFO is received shall be determined by the time stamped by the time clock in the Purchasing Office. BAFOs received after the stated due date and time shall not be considered. If you are not submitting a BAFO, please sign the cover page and return.
- B. PWCS is requested that FD&AT provide your BAFO for the Pricing Schedule, Attachment A, as identified in the original RFP.
- C. PWCS is also requesting that FD&AT provide a BAFO for the Pricing Schedule, Attachment B, to include as an option the Program Management. Offeror is requested to identify specific details and include rates directly to Attachment B. Your original proposal submittal outlined Program Management in 8.13.2.2 (h), "*FD&AT would like to propose a task to be added in the form of Program Management...if PWCS elects to adopt our recommendation of an additional Line Item for Program Management there would be a significant reduction of the per specimen pricing to a rate below what PWCS is currently paying...*". Copy Attached.
- D. Offerors are encouraged to make any improvements, enhancements, pricing amendments in their BAFO they consider appropriate as part of their BAFO.
- E. Offerors are reminded that each and every improvement, correction, deletion, clarification, edit and change of any kind, compared to what is contained in the initial written Proposal, must be included explicitly in writing at this time in the BAFO.
- F. Offerors understand that BAFOs will be evaluated by the Evaluation Selection Committee to establish the single highest ranked BAFO under this RFP No. R-SF-16038.
- G. The BAFO must be presented using a Table of Contents noting each instance where the previously submitted Proposal is being revised as part of the BAFO. Additionally, for every revision, the original language must be noted in (~~striketrough form~~) with the revised language immediately below. The submission of complete proposals is not necessary, nor is it requested as part of the BAFO.
- H. Offerors are required to provide all BAFO materials bound or contained in a single volume where practical. All documentation submitted with the BAFO should be contained in that single volume.
- 1) One (1) original and Five (5) copies of each BAFO must be submitted to the PWCS Purchasing Office. Detailed submittals as below:
- i. One **(1) complete original BAFO** (hard copy, **marked as "Original"**).
  - ii. **One (1) copy** of the complete BAFO (**PDF format**) on **CD-ROM**.
  - iii. **One (1) "REDACTED COPY" (PDF format) on CD-ROM** that reflects the removal of all proprietary items. Said PDF document shall be **clearly marked as "REDACTED COPY."**
  - iv. **One (1) hard copy** that reflects the **removal of all proprietary items**. Said copy shall be **clearly marked as "REDACTED COPY."**
  - v. **Five (5) copies** of the complete BAFO (**hard copy**).
  - vi. If there is no proprietary information in the BAFO, Offeror must check below that the submission of "REDACTED COPIES" is not required. Information the Offeror deems proprietary is to be included in the BAFO in a separate section and tabbed as Proprietary. Pricing is not considered Proprietary. Offeror must complete the following by checking one.

*Proprietary Information Enclosed:*    YES     NO



## FORENSIC - RFP SUBMITTAL

**REVISED - PRICING EVALUATION (August 8, 2016)**

**ATTACHMENT B**

**PRICING EVALUATION** The Offeror shall submit proposed costs for the services being offered. Itemized costs shall be in the form of firm-fixed delivered unit prices. **No extra charges shall be allowed** in accordance with the Statement of Needs, General and Special Terms and Conditions identified herein.

**UNIT PRICING SHALL BE ALL INCLUSIVE. PROPOSED UNIT COSTS SHALL BE FOR PROVIDING COMPLETE SERVICES; INCLUDING COLLECTION, ANALYSIS, MRO SERVICES, RECORDS MAINTENANCE, TRAVEL/MILEAGE, HOURLY RATES, OVERHEAD, MISC. SUPPORT SERVICES, ETC. EXTRA CHARGES WILL NOT BE ALLOWED.**

<b>Proposed Costs R-SF-16038 (Addendum No. 2, dated August 8, 2016)</b>				
Item #	Item	Collection Location	Unit	Unit Cost
<b>DOT Testing:</b>				
1	DOT NIDA 5 Panel	On-site PWCS' Site	Each	\$58.00
2	DOT NIDA 5 Panel	Contractor's Site	Each	\$50.00
3	DOT Breath Alcohol Test, Confirmation	On-site PWCS' Site	Each	\$52.00
4	DOT Breath Alcohol Test, Confirmation	Contractor's Site	Each	\$45.00
<b>Non-DOT Testing:</b>				
5	Non-DOT 10 Panel	On-site PWCS' Site	Each	\$58.00
6	Non-DOT 10 Panel	Contractor's Location	Each	\$50.00
7	Non-DOT Breath Alcohol Test, Screening	On-site PWCS' Site	Each	\$52.00
8	Non-DOT Breath Alcohol Test, Screening	Contractor's Site	Each	\$45.00
<b>Other Collection/Testing Related Services:</b>				
9	Random Selection	N/A	Per Month/ Per Pool	\$75.00
10	Retest of Split Specimen, including MRO Review of Results (Distinguish between PWCS request and employee request for split specimen. Offeror shall furnish methodology for collection of feed should the employee request the split specimen)	N/A	Each	\$150.00
11	Medical Examination of Employee Unable to Produce a Specimen, including MRO Review of Results	N/A	Each	\$300.00
12	Wait Time**	On-Site PWCS' Site	Each	\$40.00
13	Emergency/Reasonable Suspicion Testing or Specific Testing outside of a monthly, random selection.	On-Site PWCS' Site	Each	\$100.00
14	Litigation/Expert Witness Services <b>**Detailed Descriptions and Pricing in Section V**</b>	Offeror shall submit a detailed description of Litigation/Expert Witness services offered, including proposed costs for said services.		
15	Supervisor and Employee Training Services <b>**Detailed Descriptions and Pricing in Section V**</b>	Offeror shall submit a detailed description of Supervisor and Employee Training services offered, including proposed costs for said services.		

\* PWCS' sites are identified in Section 5.1.10, and Attachment D.

\*\* Wait time is defined as time the collector is requested, by PWCS, to wait for a late employee, an employee that is having difficulty producing a specimen, etc. All wait time must be pre-authorized by the PWCS' Technical Point of Contact. In addition, wait time of less than one (1) hour shall be computed on a pro rata basis to the nearest quarter (.25) hour. Contractor shall not be compensated for unauthorized wait time charges.

I will accept single use credit card for payment: Yes  No

Printed Offeror/Company Name: Forensic Drug & Alcohol Testing, LLC

*RETURN THIS PAGE WITH RFP SUBMITTAL*

**FORENSIC**  
*Drug & Alcohol Testing, LLC*

R-SF-16038

August 18, 2016

positive test results Program Administrators will be notified immediately, usually by phone. All records associated with each specimen collection or alcohol test are retained as required by 49 CFR Part 40 and 382. This includes but is not limited to; the random selection list, notification letter, the drug and alcohol custody and control form, and the drug and alcohol test result. Additionally, the MRO maintains all documentations associated with the MRO's determination of test results, logs of any discussions between the MRO and any employee testing positive. Finally, the laboratory maintains the laboratory's results of the initial immunoassay test and the confirmatory gas chromatography/mass spectrometry (GC/MS) chromatogram. Documentation (CCFs and ATFs) and their results are captured by DrugPak for ease of preparing an annual MIS statistical report.

**5.2.3** Pursuant to 49 CFR Part 40.153 employees with positive test results have the right to have their split specimen tested after initially speaking with the MRO. They must notify the MRO within 72 hours of speaking to the MRO for the first time if they want to avail themselves of this option whether or not PWCS authorizes it. If the employee wants their split specimen tested the MRO will direct LabCorp to forward the employee's split specimen to Quest. Quest will determine whether the split specimen contains the drug for which the employee was found positive. The split specimen does not need to meet the same confirmation cutoff level as did the primary specimen. The split specimen testing lab only needs to confirm the presence of the drug in the split specimen. Also pursuant to this section, Subpart D, and further 49 CFR Part 40.173, FD&AT cannot hold the employee responsible for paying for the split specimen test. Reimbursement of the testing fee by the employee is the responsibility of the employer. FD&AT can and will provide PWCS with details pertaining to each split specimen test and whether it was requested by PWCS or the employee.

**5.2.4** FD&AT will provide expert witness testimony as requested when the need arises in the manner to be determined by PWCS.

**8.13.2.2 (h)** FD&AT would like to propose a task to be added in the form of Program Management. Over the course of the five (5) years that FD&AT has been providing services to PWCS we have identified areas where PWCS has requested we provide services that require varying amounts of time and therefore are not easily calculated into a per specimen cost. Some of these services have included policy development, researching and responding to questions outside the scope of a litigation package, locating specialists for shy lung and shy bladder evaluations, assisting in the development of new policies and procedure for testing that are new to PWCS as well as many others. The hours spent on these efforts are fairly significant and work to increase the cost of PWCS' per specimen testing. It should be noted as well that Program Management is only charged when used for work that falls outside of the normal support functions that logically are part of the unit price for specimen collections. If PWCS elects to adopt our recommendation of an additional Line Item for Program Management there would be a significant reduction of the per specimen pricing to a rate below what PWCS is currently paying. For a Program Management line item, FD&AT would propose a rate of \$72 per hour.

## BAFO - PRICING EVALUATION ATTACHMENT A

**PRICING EVALUATION** The Offeror shall submit proposed costs for the services being offered. Itemized costs shall be in the form of firm-fixed delivered unit prices. **No extra charges shall be allowed** in accordance with the Statement of Needs, General and Special Terms and Conditions identified herein.

**UNIT PRICING SHALL BE ALL INCLUSIVE. PROPOSED UNIT COSTS SHALL BE FOR PROVIDING COMPLETE SERVICES; INCLUDING COLLECTION, ANALYSIS, MRO SERVICES, RECORDS MAINTENANCE, TRAVEL/MILEAGE, HOURLY RATES, OVERHEAD, MISC. SUPPORT SERVICES, ETC. EXTRA CHARGES WILL NOT BE ALLOWED.**

<b>BAFO Proposed Costs R-SF-16038</b>				
Item #	Item	Collection Location	Unit	Unit Cost
<b>DOT Testing:</b>				
1	DOT NIDA 5 Panel	On-site PWCS' Site	Each	\$ 55.00 <sup>(1),(3)</sup>
2	DOT NIDA 5 Panel	Contractor's Site	Each	\$ 48.00
3	DOT Breath Alcohol Test, Confirmation	On-site PWCS' Site	Each	\$ 50.00 <sup>(1),(3)</sup>
4	DOT Breath Alcohol Test, Confirmation	Contractor's Site	Each	\$ 43.00
<b>Non-DOT Testing:</b>				
5	Non-DOT 10 Panel	On-site PWCS' Site	Each	\$ 55.00 <sup>(1),(3)</sup>
6	Non-DOT 10 Panel	Contractor's Location	Each	\$ 48.00
7	Non-DOT Breath Alcohol Test, Screening	On-site PWCS' Site	Each	\$ 50.00 <sup>(1),(3)</sup>
8	Non-DOT Breath Alcohol Test, Screening	Contractor's Site	Each	\$ 43.00
<b>Other Collection/Testing Related Services:</b>				
9	Random Selection	N/A	Per Month/ Per Pool	\$ 75.00
10	Retest of Split Specimen, including MRO Review of Results (Distinguish between PWCS request and employee request for split specimen. Offeror shall furnish methodology for collection of feed should the employee request the split specimen)	N/A	Each	\$ 158.42 <sup>(2)</sup>
11	Medical Examination of Employee Unable to Produce a Specimen, including MRO Review of Results	N/A	Each	\$ 316.83 <sup>(2)</sup>
12	Wait Time**	On-Site PWCS' Site	Each	\$ 40.00
13	Emergency/Reasonable Suspicion Testing or Specific Testing outside of a monthly, random selection.	On-Site PWCS' Site	Each	\$ 100.00
14	Litigation/Expert Witness Services	Offeror shall submit a detailed description of Litigation/Expert Witness services offered, including proposed costs for said services.		
15	Supervisor and Employee Training Services	Offeror shall submit a detailed description of Supervisor and Employee Training services offered, including proposed costs for said services.		

\* PWCS' sites are identified in Section 5.1.10, and Attachment D.

\*\* Wait time is defined as time the collector is requested, by PWCS, to wait for a late employee, an employee that is having difficulty producing a specimen, etc. All wait time must be pre-authorized by the PWCS' Technical Point of Contact. In addition, wait time of less than one (1) hour shall be computed on a pro rata basis to the nearest quarter (.25) hour. Contractor shall not be compensated for unauthorized wait time charges.

I will accept single use credit card for payment: Yes\_\_\_, No\_\_\_

Printed Offeror/Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**BAFO - PRICING SCHEDULE to Include PROGRAM MANAGEMENT**  
**Pricing Option: ATTACHMENT B**

Offeror to include, as an option, Program Management into the below Schedule. Attach additional pages and details, if applicable.

<b>Proposed Costs R-SF-16038: PROGRAM MANAGEMENT</b>				
<b>Item #</b>	<b>Item</b>	<b>Collection Location</b>	<b>Unit</b>	<b>Unit Cost</b>
<b>DOT Testing:</b>				
1	DOT NIDA 5 Panel	On-site PWCS' Site	Each	\$ 38.50 <sup>(1),(3)</sup>
2	DOT NIDA 5 Panel	Contractor's Site	Each	\$ 35.00
3	DOT Breath Alcohol Test, Confirmation	On-site PWCS' Site	Each	\$ 31.50 <sup>(1),(3)</sup>
4	DOT Breath Alcohol Test, Confirmation	Contractor's Site	Each	\$ 28.00
<b>Non-DOT Testing:</b>				
5	Non-DOT 10 Panel	On-site PWCS' Site	Each	\$ 38.50 <sup>(1),(3)</sup>
6	Non-DOT 10 Panel	Contractor's Location	Each	\$ 35.00
7	Non-DOT Breath Alcohol Test, Screening	On-site PWCS' Site	Each	\$ 31.50 <sup>(1),(3)</sup>
8	Non-DOT Breath Alcohol Test, Screening	Contractor's Site	Each	\$ 28.00
<b>Other Collection/Testing Related Services:</b>				
9	Random Selection	N/A	Per Month/ Per Pool	\$ 50.00
10	Program Management	N/A	Hour	\$ 72.00
<del>10</del> 11	Retest of Split Specimen, including MRO Review of Results (Distinguish between PWCS request and employee request for split specimen. Offeror shall furnish methodology for collection of feed should the employee request the split specimen)	N/A	Each	\$ 158.42 <sup>(2)</sup>
<del>11</del> 12	Medical Examination of Employee Unable to Produce a Specimen, including MRO Review of Results	N/A	Each	\$ 316.83 <sup>(2)</sup>
<del>12</del> 13	Wait Time**	On-Site PWCS' Site	Each	\$ 40.00
<del>13</del> 14	Emergency/Reasonable Suspicion Testing or Specific Testing outside of a monthly, random selection.	On-Site PWCS' Site	Each	\$ 95.00
<del>14</del> 15	Litigation/Expert Witness Services	Offeror shall submit a detailed description of Litigation/Expert Witness services offered, including proposed costs for said services.		
<del>15</del> 16	Supervisor and Employee Training Services	Offeror shall submit a detailed description of Supervisor and Employee Training services offered, including proposed costs for said services.		

\* PWCS' sites are identified in Section 5.1.10, and Attachment D.

\*\* Wait time is defined as time the collector is requested, by PWCS, to wait for a late employee, an employee that is having difficulty producing a specimen, etc. All wait time must be pre-authorized by the PWCS' Technical Point of Contact. In addition, wait time of less than one (1) hour shall be computed on a pro rata basis to the nearest quarter (.25) hour. Contractor shall not be compensated for unauthorized wait time charges.

I will accept single use credit card for payment: Yes , No

Printed Offeror/Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Pursuant to BAFO Instructions, Item C, FD&AT is submitting the following description to try and better detail an example of what would be a part of Program Management as recommended by FD&AT in our RFP submittal, Section II.2, 8.13.2.2(h).

In FD&AT's determination the simplest way to detail an example of what we feel would fall under our proposed Program Management Item would be our work to add Non-CDL Transportation drivers to a Random Testing pool.

As referenced in our presentation to the Evaluation Selection Committee on October 19, 2016, these drivers perform services akin to that of a CDL holding bus driver in that they often are transporting students. As such these drivers should be subject to Random testing inline with the policy that applies to CDL holders. Due to the fact that these drivers are not required to hold a valid CDL license, PWCS policy 504-2 would not apply to these individuals as it only deals with CDL driver regulated by the Federal government by 49 CFP Part 40 and Part 382. These Non-CDL drivers would have to be tested utilizing Non-DOT forms as a part of a Non-DOT program. Also, while these driver would be subject to PWCS policy 504-1, it would only allow for testing due to a Reasonable Suspicion as 504-1 does not outline any procedure that would allow for Random testing.

In order to begin testing these employees the first thing that would need to be done to either write a new policy that covers these employees or to amend the current policy to reflect their inclusion. In either circumstance, at PWCS' discretion, FD&AT would factor greatly towards accomplishing this goal. FD&AT, in conjunction with PWCS, would have to research current industry guidelines as it pertains to this unique situation. We would then have to develop policy for inclusion with 504-2 or to standalone that not only conforms to PWCS's current policy but also could stand legal scrutiny. Once we have developed the policy it would be submitted to PWCS for review. After review FD&AT would make any necessary changes. Once a new policy is in place FD&AT could then assist in writing the necessary procedures that would go into implementing the new policy. Upon completion of the procedures FD&AT would work closely with PWCS to identify any employees who may fall under this new policy. Once all the employees have been identified FD&AT has to create a new Random selection pool and input all of the new employees. Once we reach this stage, all further aspects of testing and managing of these employees would be covered by the normal aspects of the drug and alcohol testing program.

FD&AT feels that all of the time spent researching, consulting with PWCS in the creation of new policy, as well as the initial implementation falls outside the scope of the services covered in the RFP. If in the future PWCS wished to update 504-1 to include Random testing the same principles would apply and would incur Program Management fees to the extent of FD&AT's involvement.

Much like the manner in which PWCS has chosen to manage the Waiting Time Item on the pricing schedule, FD&AT would not bill PWCS for any Program Management hours without first notifying PWCS that a requested task or project may be subject to Program



Management as well as an estimated amount of time FD&AT feels it would take to complete the requested task or project. PWCS would be given regular updates as to the status of the task or project and would know in advance if FD&AT feels it may take longer to complete due to any unforeseen circumstances.

vii. Submit BAFOs in sealed envelopes or sealed boxes, and label as indicated below. Electronic or facsimile submission of BAFOs are not acceptable and any such BAFOs will not be considered.

**BAFOS MAILED SHALL BE SENT DIRECTLY TO:**

Prince William County Public Schools  
Attn: Purchasing Office  
Financial Services/Purchasing Room #1500  
RFP # R-SF-16068  
P.O. Box 389  
Manassas, VA 20108

**BAFOS HAND DELIVERED AND/OR EXPRESS COURIER SERVICES SHALL BE DELIVERED TO:**

Prince William County Public Schools  
Attn: Financial Services/Purchasing Office  
RFP # R-SF-16068  
14715 Bristow Road  
Manassas, VA 20112  
Attn: Financial Services/Purchasing Room #1500

- H. BAFOs having any erasures or corrections must be initialed by the Offeror in ink.
- I. PWCS will not be responsible for any expense incurred by any Offeror in preparing and submitting a BAFO.
- J. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition.
- K. For your information, at this point in time, our expectation concerning the general elements and chronology of the remaining evaluation and negotiation process is as follows:
  - 1) Submission of BAFO.
  - 2) Evaluation and ranking of BAFO by the Selection Committee.
  - 3) Recommendation for Contract Award.
- L. The PWCS Purchasing Office reserves the right to change, or delete, any portion of the process described above in the discretion of the PWCS.

In compliance with this BAFO, and all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services in accordance with the original proposal submission, BAFO, or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this RFP. Sign and type or print requested information.

My signature certifies that this firm or individual has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to PWCS, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to PWCS, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with PWCS.

**THIS BAFO IS SUBMITTED BY:**

Full Legal Name of Offeror: Forensic Drug and Alcohol Testing, LLC

**Mailing Address:**

4150 Parkeast Circle, Suite 105  
Manassas, Virginia 20108

Phone: (703) 483-8929

Email Address: michael.wrobel@fd-at.com

Tax Identification (FIN/SSN#): 42-0233630

Typed/Printed Name: Michael C. Wrobel

Date: 10-27-2016

**Remittance Address (If Different):**

\_\_\_\_\_

Fax: (703) 378-1988

Contact Person: Michael Wrobel

Signature: 

## Antonino Mautino Aguirre

---

**From:** Michael Wrobel <Michael.Wrobel@fd-at.com>  
**Sent:** Wednesday, November 16, 2016 1:34 PM  
**To:** Sheila Farmer  
**Subject:** Re: RFP #: R-SF-16068, Drug and Alcohol Collection, Testing and Medical Review Officer (MRO) Services Best and Final Offer (BAFO) - Negotiations

**Importance:** High

Hi Sheila,

Thank you again for speaking with me yesterday. Forensic Drug & Alcohol Testing confirms the clarifications of Program Management outlined in the email below are acceptable to us. I look forward to speaking with you again soon and continuing the partnership that PWCS and FDAT have established over the last 5 years.

Thank you,

---

**Michael Wrobel**  
Vice President  
*Forensic Drug & Alcohol Testing, LLC*  
*14150 Parkeast Circle, Suite 130*  
*Chantilly, Virginia 20151*  
**888.279.0727, x104 – Toll Free**  
**703.483.8929 – Direct**  
**703.378.1982 – Fax**  
**703.314.0750 – Mobile**  
[michael.wrobel@fd-at.com](mailto:michael.wrobel@fd-at.com)  
[www.fd-at.com](http://www.fd-at.com)

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**CONFIDENTIALITY NOTICE:** The information in this e-mail message, and any attachment, is intended for the sole use of the individual and entity to whom it is addressed. This information may be privileged, confidential, and protected from disclosure. If you are not the intended recipient you are hereby notified that you have received this communication in error and that any review, disclosure, dissemination, distribution or copying of it, or its contents, is strictly prohibited. If you think that you have received this e-mail message in error please e-mail the sender and destroy all copies of this communication and any attachments. Thank you.

---

**From:** Sheila Farmer <[FarmerSD@pwcs.edu](mailto:FarmerSD@pwcs.edu)>  
**Date:** Tuesday, November 15, 2016 at 3:51 PM  
**To:** Michael Wrobel <[michael.wrobel@fd-at.com](mailto:michael.wrobel@fd-at.com)>  
**Subject:** RFP #: R-SF-16068, Drug and Alcohol Collection, Testing and Medical Review Officer (MRO) Services Best and Final Offer (BAFO) - Negotiations

Good afternoon Michael,

I appreciate your assistance and participation this afternoon in the teleconference to address the Evaluation Committee's inquiries for the Program Management component of your BAFO, Attachment B, as attached. The Evaluation Committee (EC) has an understanding of the Program Management components to include

consulting, new policy, new procedures, and new protocol; as these are outside the minimum requirements identified in the Request for Proposal and resulting contract.

PWCS would like to continue with the final negotiations with Forensic, and the BAFO Pricing Schedule, Attachment B, to include Program Management, dated October 27, 2016, and would like to request confirmation from Forensic for the following based on our earlier discussions:

- Program Management will be included and must be approved in advance by PWCS designated staff, as identified in resulting contract.
- Forensic has agreed to include seven (7) hours, annually, of Program Management as part of a resulting contract with PWCS.
- PWCS will be billed for Program Management after the seventh (7<sup>th</sup>) hour, and only if approved in advance by the PWCS designee.

Thank you and upon your acknowledgement of the above, I will notify the Evaluation Committee, and move forward with a recommendation for award to Forensic Drug & Alcohol Testing, LLC.

Have a pleasant evening, and on behalf of PWCS, thank you for your time and considerations, and we look forward to working on a successful contract with Forensic.

Sheila

Sincerely at your Service,

**Sheila D. Farmer, CPPB**

Senior Buyer

Prince William County Public Schools

Tele: 703-791-8737 \*\* FAX: 703-791-8610

Edward L. Kelly Leadership Center

14715 Bristow Road, Rm 1500

Manassas, VA 20112



November 8, 2022

Sent via e-mail: [Michael.Wrobel@fd-at.com](mailto:Michael.Wrobel@fd-at.com)

Forensic Drug & Alcohol Testing, LLC  
Mr. Michael C. Wrobel, Vice President  
14150 Parkeast Circle, Suite 130  
Chantilly, Virginia 20151

REFERENCE: Contract Renewal & Modification, Request for Proposal Number: R-SF-16038, Drug & Alcohol Collection, Testing & Medical Review Officer Services, Contract Renewal (3 of 4)

Dear Mr. Wrobel,

This is to advise you that Prince William County Public Schools desires to renew the above referenced contract for an additional two (2) year renewal period with Forensic Drug & Alcohol Testing, LLC in accordance with the executed contract, dated December 27, 2016, section 3. *Contract Term and Renewal* clause. We will be exercising the third of a fourth renewal option. The current contract will expire on January 31, 2023. The renewal term will be for the period February 1, 2023 through January 31, 2025.

Please sign this *Contract Renewal with Modification* if you desire to renew the contract and prices in accordance with the terms of the current contract, and return this *Contract Renewal* form no later than November 30, 2022. In addition, please provide an updated copy of your Certificate of Insurance, COI, throughout the term of the contract, with Prince William County School Board listed as an additional insured. I have attached the contract and original RFP, for your reference and ease. The insurance requirements are noted on page 6, section 8.6. of the contract.

This contract modification includes the following updates and/or inclusions:

1. The attached PWCS *Federal Terms and Conditions* may apply and should there be Federal funding under this contract this form is a contract requirement. Please complete and return.
2. The *PWCS Terms and Conditions, Attachment A*, of the original RFP, has been amended and is attached for your acceptance. The update includes a clause for *Force Majeure*, Item 69, and an update to *Inclement Weather*, Item 64, to allow for Code Orange. Please complete and return.
3. The *PWCS Non-Disclosure Agreement, Attachment I*, of the original RFP has be amended and is attached for your acceptance. Please complete and return.
4. The *PWCS Application Service Provider Form (ASP), Attachment G*, of the original RFP has been amended by the Information Technology Department. Please complete and return.

If you have any questions on this matter, please contact me by phone at (703) 791-8737 or via email at [farmersd@pwcs.edu](mailto:farmersd@pwcs.edu).

Sincerely,

Sheila D. Farmer, CPPB  
Administrative Coordinator, Purchasing

Attachments

**Acceptance Agreement – Contract Renewal No. 3**

It is mutually agreed that the above referenced contract shall be renewed for the period of February 1, 2023 through January 31, 2025, and all terms and conditions in the original solicitation, contract, renewals, modifications and changes identified herein shall remain and in full force and effect. This is considered renewal 3 of 4.

Renew Contract: Yes:  No:   
If no, explain under separate cover.

Prices to Remain the Same: Yes:  No:   
If no, explain under separate cover.

Vendor:   
Legally Authorized Signature

Purchasing:   
Legally Authorized Signature

Michael C. Wrobel, President/CEO  
Vendor Name (PRINT) & Title

Colleen Keener, CPPB, CPCP, VCO, VCA  
Supervisor of Purchasing

Date: 11-18-2022

Date: 12/13/2022

E-mail: [michael.wrobel@fd-at.com](mailto:michael.wrobel@fd-at.com)

GENERAL TERMS AND CONDITIONS
(Revised 6/23/2021)

These general terms, conditions and instructions apply to all purchases and are a part of each solicitation and every contract awarded by PWCS, unless otherwise specified in such solicitation or contract. The Purchasing Office is responsible for the purchasing activity of Prince William County Public Schools and its governing body, the Prince William County Public School Board. The term "PWCS" as used herein refers to the contracting entity which is the signatory on the contract and may be either PWCS, or the PWCS School Board, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/offeror's own risk.

These general terms, conditions and instructions are subject to all applicable Federal, State and local statutes, policies, resolutions, and regulations (collectively "laws"), and are to be interpreted so as to be consistent with such laws. In the case of irreducible conflict, these general terms and conditions are preempted by applicable laws.

AUTHORITY

- 1. The Supervisor of Purchasing has been delegated authority for issuance of invitations to bid, request for proposals, modifications, purchase orders and awards approved by and for PWCS. In the discharge of these responsibilities, the Supervisor of Purchasing may be assisted by delegating to Buyers and other Purchasing Office staff. Unless specifically delegated by the Supervisor of Purchasing, no other PWCS officer or employee is authorized to enter into purchase negotiations, change orders, contracts, or in any way obligate PWCS for indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void, and PWCS shall not be bound thereby.

2. DEFINITIONS

BID: The offeror or a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Supervisor of Purchasing and offering to into contracts with PWCS. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by PWCS.

INVITATION FOR BID (IFB) A request which is made to prospective suppliers (bidders) for their quotation on goods and services desired by PWCS. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

SUPERVISOR OF PURCHASING: The Supervisor of Purchasing is delegated authority by PWCS School Board to carry out all procurement functions on behalf of the school division.

REQUEST FOR PROPOSAL (RFP): A request for an offer prospective offers which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

SOLICITATION: The process of notifying prospective bidders that PWCS wishes to received bids on a set of

requirements to provide goods or services. The notification of PWCS requirements may consist of public advertising (PWCS website or other electronic notifications), of notices of solicitations, Invitations for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an informal solicitation to include telephone call to prospective bidders.

CONDITIONS OF BIDDING

- 3. ACCEPTANCE OF BIDS/OFFERS BINDING 90 DAYS: Unless otherwise specified in the IFB or RFP, all formal bids/offers submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties. Additionally, PWCS may purchase additional quantities at the original firm fixed delivered unit prices for (90) ninety days after date of award.
- 4. TAX EXEMPTION: PWCS is exempt from the payment of federal excise or Virginia Sales and Use Tax. The bid/proposal price must be net, exclusive of taxes. When under established trade practice, any federal excise tax is included in the list price, the Bidder may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by PWCS. PWCS Federal Excise Tax Exemption number is 54-6001533. A copy of PWCS Sales and Use Tax Certificate Exemption is posted on the PWCS Web site at http://purchasing.departments.pwcs.edu/.
- 5. RECEIPT OF BIDS: Bids received prior to the time of opening will be securely kept, unopened by PWCS. No responsibility will attach to the Supervisor of Purchasing or his/her representative(s) for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered by the PWCS.
- 6. BID OPENING: All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection. The Supervisor of Purchasing representative(s) assigned to open the bids will decide when the specified time for bid opening has arrived. Tabulations of bids received are posted on the PWCS website at: www.pwcs.edu/departments/purchasing/bid\_tabulations.
- 7. OPEN PRICING RECORDS: The classification of line item prices and/or bid prices as proprietary information or trade secrets is not acceptable. All bid prices will be read aloud at the public bid opening and posted on the PWCS Purchasing website. Any bidder who designates bid

prices as proprietary information or trade secrets will be given 48 hours to withdraw this designation. If it is not withdrawn, their bid will be rejected. See [§ 2.2-4343](#) of the Code of Virginia.

8. **ERRORS IN BIDS:** When an error is made in extending total prices, the unit bid price times the number of units will govern. Erasures and changes in bids must be initialed by the bidder. Carelessness in quoting prices, omitting portions of the work from the calculations, or in preparation of the bid otherwise will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot otherwise be corrected except as provided in paragraph 14 below, and the bidder will be required to perform if their bid is accepted.
9. **LATE BIDS/PROPOSALS:** To be considered for selection, bids/proposals must be received by the PWCS Purchasing Office by the designated date and hour. The official time used in the receipt of bids/proposals is that time on the automatic time stamp machine in the Purchasing Office. Bids/proposals received in the Purchasing Office after the date and hour designated are non-responsive, automatically disqualified and will not be considered. PWCS is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-school mail system or delivery by any other means. It is the sole responsibility of the Bidder to ensure that his/her bid/proposal reaches the Purchasing Office by the designated date and hour.
10. **MANDATORY USE OF PWCS FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official PWCS form provided for that purpose may be cause for rejection of the bid/proposal. Return of this complete solicitation document is required. Modification of or additions to the General and/or Special Terms and Conditions of this solicitation may be cause for rejection of the bid/proposal; however, the Supervisor of Purchasing reserves the right to decide, on a case by case basis, in his/her sole discretion, whether to reject such a bid/proposal as non-responsive. As a precondition to its acceptance, PWCS may, in its sole discretion, request that the Bidder withdraw or modify non-responsive portions of a bid/proposal, which do not affect quality, quantity, price or delivery schedule.
11. **VENDOR REGISTRATION:** All vendors desiring to provide goods and/or services to PWCS are strongly encouraged to register on-line at <https://www.pwcs.edu/cms/One.aspx?portalId=340225&agId=671379>.
12. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation that clearly necessary for the operation and completion of such equipment, but are: (i) not fully described by PWCS; or (ii) are omitted by PWCS from such specification, shall be considered a part of such equipment even if not directly specified or called for in the specifications.

If a bidder finds discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, it shall notify the Supervisor of Purchasing or his/her representative(s) at least five (5) days prior to the date set for the opening of bids. If necessary, the Supervisor of Purchasing or his/her representative(s) will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.

13. **PROHIBITION AGAINST UNIFORM PRICING:** The Supervisor of Purchasing encourages open and

competitive bidding by all possible means and endeavors to obtain the maximum degree of open competition on all purchase transactions using the methods of procurement prescribed by the Virginia Public Procurement Act and PWCS policies and regulations. Each bidder, by virtue of submitting a bid, guarantees that it has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

14. **WITHDRAWAL OF BIDS OR PROPOSALS:** A bid/proposal may be amended and/or withdrawn by a bidder or offeror if the request is received in writing before the due date and hour. The request must be signed by a person authorized to represent the vendor or firm that submitted the bid/proposal. Submission of a subsequent bid/proposal, unless specifically identified as an additional bid, shall constitute the withdrawal of any prior one submitted by the same bidder or offeror on the same Invitation for Bid/Request for Proposal.

Withdrawal of bids/proposals after opening is governed by [Code of Virginia § 2.2-4330](#). The Bidder shall give notice in writing of his/her claim of right to withdraw his/her bid/proposal within two business days after the conclusion of the bid opening or receipt of proposals procedure, and shall submit original work papers with such notice.

15. **DEBARMENT STATUS:** By submitting their bid/proposal, the Bidder certifies that he/she is not currently debarred by the Commonwealth of Virginia or PWCS from submitting bids/proposals on contracts for the type of goods and/or services covered by this solicitation, nor is the Bidder an agent of any person or entity that is currently so debarred.
16. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bid/proposal, Bidders/Offerors certify that their bid/proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid/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.

## SPECIFICATIONS

17. **QUESTIONS CONCERNING SPECIFICATIONS:** Any information relative to interpretation of specifications and drawings shall be requested of PWCS in writing, in ample time before the opening of bids. No inquiries if received by PWCS on or after the fifth day before the date set for the opening of bids will be given any consideration. Any material interpretation of a specification, as determined by PWCS, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than 4:30 p.m. local time on the third day before the date set for receipt of bids. Oral answers will not be authoritative.
18. **CLARIFICATION OF TERMS:** If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder shall contact the Buyer whose name appears on the face of the solicitation no later than five (5) working days before the due date.

Any revisions to the solicitation will be made only by a written addendum issued by the Purchasing Office

19. **USE OF BRAND NAMES:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders/Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which PWCS in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, color and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable PWCS to determine if the product offered meets the requirements of the solicitation. **ONLY THE INFORMATION FURNISHED WITH THE BID/PROPOSAL WILL BE CONSIDERED IN THE EVALUATION. FAILURE TO FURNISH ADEQUATE DATA FOR EVALUATION PURPOSES MAY RESULT IN DECLARING A BID/PROPOSAL NON-RESPONSIVE.** Unless the Bidder clearly indicates in its bid/proposal that the product offered is an "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

20. **NO SUBSTITUTES:** When a solicitation contains a specification that states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder must abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

21. **QUALIFICATIONS OF BIDDERS/OFFERORS:** PWCS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to PWCS all such information and data for this purpose as may be requested. PWCS reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. PWCS further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Bidder fails to satisfy PWCS that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated herein.
22. **TESTING AND INSPECTION:** PWCS reserves the right to conduct any test or inspection it may deem advisable to ensure products/services conform to the specification.

## AWARD

23. **DEFINITE BID QUANTITIES:** Where definite quantities are specifically stated, acceptance will bind PWCS to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, PWCS will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Supervisor of Purchasing with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

24. **REQUIREMENT BID QUANTITIES:** On "Requirement" bids, acceptance will bind PWCS to pay for, at unit bid prices, only quantities ordered and delivered. Where PWCS specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.
25. **AWARD OR REJECTION OF BIDS/OFFERS:** The Supervisor of Purchasing shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of PWCS to accept it. Awards made in response to an RFP will be made to the highest qualified offeror whose proposal is determined in writing to be the most advantageous to PWCS taking into consideration the evaluation factors set forth in the RFP. The Supervisor of Purchasing reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of PWCS. Award may be made to as many bidders/ offerors as deemed necessary to fulfill the anticipated requirements of PWCS. The Supervisor of Purchasing also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of the conditions attached to the bid;
- j. Whether the bidder is in arrears to PWCS on debt or contract or is a defaulter on surety to PWCS or whether the bidder's PWC taxes or assessments are delinquent; and
- k. Such other information as may be secured by PWCS Supervisor of Purchasing having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the PWCS Supervisor of Purchasing shall so notify that bidder and shall have recorded the reasons in the contract file.

26. **TIE BID:** If all bids are for the same total amount or unit price (including authorized discounts and delivery times), the PWCS Supervisor of Purchasing shall award the contract to the tie bidder providing goods produced in



Virginia or goods, services or construction provided by Virginia persons, firms or corporations. If there are more than one such tie bid, then the PWCS Supervisor of Purchasing may, in his or her sole discretion, readvertise the solicitation, divide the contract among the bidders (if the solicitation provided for multiple awards), or award a contract by lot from among the responsive and responsible Virginia bidders. If there are no responsive and responsible Virginia bidders, then the PWCS Supervisor of Purchasing may, in his or her sole discretion, readvertise the solicitation, divide the contract among the bidders (if the solicitation provided for multiple awards), or award a contract by lot from among the responsive and responsible bidders. The decision of PWCS to make award to one or more such bidders shall be final.

27. **PRECEDENCE OF TERMS:** PWCS intends for the Contract Documents to be consistent and they shall be interpreted to be consistent if possible. If the Contract Documents conflict, however, the controlling provision will be the one which appears highest in the following list:
- The Notice of Award or Purchase Order/Contract (highest precedence),
  - Addenda,
  - Specifications and drawings,
  - The signed bid/proposal submitted by the Contractor,
  - Invitation for Bid/Request for Proposal,
  - Any Special Terms and Conditions,
  - These General Terms and Conditions (lowest precedence).
28. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, PWCS will publicly post such notice on the [Purchasing Web site](#), for a minimum of 10 calendar days except in emergencies.
29. **CONTRACT DOCUMENTS/PURCHASE ORDERS:** The Contract entered into by the parties shall consist of the Invitation For Bid/Request for Proposal, the signed bid/proposal submitted by the Contractor, the Notice of Award or Purchase Order/Contract, these General Terms and Conditions and any Special Terms and Conditions, and the listed specifications and drawings, if any, including all modifications thereof, all of which shall be referred to collectively as the Contract Documents. All time limits stated in the Contract Documents are of the essence of the Contract unless stated otherwise. Orders against contracts will be placed with the Contractor on a Purchase Order or Procurement Card.
30. **PAYMENT TERMS:** Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. However, this shall not affect offers of discounts for payment in less than 30 days.

## CONTRACT PROVISIONS

31. **ANTI-DISCRIMINATION:** By submitting their bid/proposal, the Bidder certifies to PWCS that he/she will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and the Code of Virginia [§2.2-4311](#). In every contract over \$10,000 the provisions in 31.1 and 31.2 below apply:

During the performance of this contract, the Contractor agrees as follows:

- 31.1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any 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.
- 31.2 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.
- 31.3 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.
- 31.4 The Contractor will include the provisions of 20.1, 20.2 and 20.3 above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
32. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to PWCS 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 goods or services purchased or acquired by PWCS under said contract.
33. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, including but not limited to the Virginia Public Procurement Act, and any litigation with respect thereto shall be brought in the courts of Prince William County, Virginia, except to the extent that Federal Court is appropriate. The Contractor shall comply with applicable federal, state and local laws and regulations, and be legally authorized to do business in the Commonwealth of Virginia.
34. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of PWCS.
35. **CHANGES TO THE CONTRACT:** PWCS may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract to include, but not limited to things such as services to be performed, the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give PWCS a credit for any resulting savings. Additionally, an increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
36. **GUARANTEES & WARRANTIES:** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to PWCS before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.
37. **MODIFICATION OF CONTRACT:** PWCS may, upon mutual agreement with the Contractor, issue written modifications to the scope of work/specifications of this

contract, and within the general scope thereof, except that no modifications can be made which will result in an increase of the original contract price by a cumulative amount of more than \$50,000 or 25%, whichever is greater, without the advance written approval of the Prince William County School Board. In making any modification, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods as selected by the Supervisor of Purchasing:

The written modification shall stipulate the mutually-agreed price for the specific addition to or deletion from the scope of work/specifications which shall be added to or deducted from the contract amount.

The written modification shall stipulate the number of unit quantities added to or deleted from the contract and multiplied by the unit price which shall be added to or deducted from the contract amount.

The written modification shall direct the Contractor to proceed with the work and to keep, and present in such form as PWCS may direct, a correct account of the cost of the change together with all vouchers, therefore. The cost shall include an allowance for overhead and profit to be mutually agreed upon by PWCS and the Contractor.

38. **PRICE REDUCTION:** If at any time after the date of the bid/proposal the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify PWCS of such reduction by letter. **FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT FOR CAUSE.** Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by PWCS.
39. **SMALL AND MINORITY BUSINESS ENTERPRISES:** It is PWCS intent to undertake every effort to increase opportunity for utilization of small and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with the performance of this contract, the Contractor agrees to use their best effort to carry out this intent and ensure that Small and Minority Businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract. Contractors may rely on oral or written representation by subcontractors regarding their status as small and/or minority business enterprises in lieu of an independent investigation.
40. **TERMINATION FOR CAUSE/DEFAULT:** In case of failure to deliver goods or provide services in accordance with the contract terms and conditions, PWCS, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which PWCS may have. Specifically:
- 40.1 If, through any cause, the Contractor fails to fulfill in a timely and proper manner their obligations under the contract, or if the Contractor violates any of the covenants, agreements, or stipulations of the contract, PWCS shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall at the option of PWCS, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- 40.2 Notwithstanding the above, the Contractor shall not be relieved of liability to PWCS for damages sustained by PWCS by virtue of any breach of contract by the Contractor. PWCS may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to PWCS from the Contractor is determined.
41. **TERMINATION FOR CONVENIENCE:** PWCS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Supervisor of Purchasing determines that such a termination is in the best interest of PWCS. Any such termination shall be affected by delivery to the Contractor, at least ten (10) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the Contractor must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination 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 termination. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.
42. **COOPERATIVE PURCHASING:** PWCS may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or Invitation for Bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.
- 42.1 It is the Contractors responsibility to notify the public body(s) of the availability of the contract.
- 42.2 Each public body has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms

and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

42.3 PWCS shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

43. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees as follows:

43.1 Provide a drug-free workplace for the Contractor's employees.

43.2 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.

43.3 State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.

43.4 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.

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 this section, 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.

44. **PLACING OF ORDERS:** Orders against contracts will be placed with the Contractor by Purchase Order or Procurement Card (P-Card) executed and released by the Supervisor of Purchasing or their designee.

## DELIVERY/PAYMENT PROVISIONS

45. **FUNDING:** The obligation of PWCS to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the PWCS School Board to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and PWCS will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. PWCS will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the PWCS School Board. However, PWCS's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

46. **POINT OF DESTINATION:** All materials shipped to PWCS must be shipped FOB DESTINATION unless

otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

47. **INVOICES:** Invoices for goods and/or services ordered, delivered and accepted shall be submitted in duplicate by the Contractor(s) directly to the payment address shown on the purchase order/contract. **All invoices shall reference said purchase order/contract number and shall be in the same legal name of the Contractor as indicated on the Contract.**

48. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by Section 1261 of Title 15 of the United States Code (U.S.C.), then the Bidder, by submitting his/her bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the Bidder does not violate any of the prohibitions of Title 15 of the U.S.C. or Section 1263.

49. **MATERIAL SAFETY DATA SHEETS:** Material and Safety Data Sheets shall be provided in English, and if available, Spanish within two (2) business days upon request for each chemical and/or compound offered. Failure on the part of the Contractor to submit such data sheets may be cause for declaring the Contractor in default.

discounts for payment in less than 30 days.

50. **RESPONSIBILITY FOR MATERIALS OR GOODS TENDERED:** Unless otherwise specified in the solicitation, the Contractor is responsible for the materials or supplies covered by the contract until they are delivered at the delivery point designated by PWCS. The Contractor bears all risk of loss on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, PWCS may return the rejected materials or supplies to the Contractor at its risk and expense or dispose of them as the PWCS's own property.

51. **PAYMENT:** Payment shall be made after satisfactory performance that is in accordance with all provisions of the contract, and upon receipt of a properly completed invoice. PWCS reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any subsequent modifications.

52. **PARTIAL PAYMENTS:** Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

53. **PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING:** When equipment requires installation (which includes erection, setting up or placing in position, service, or use) and testing, and the installation or testing is delayed, payment may be made based on 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made based on 75% at the time of delivery and

the balance shall be paid after satisfactory test or installation is completed.

**54. PAYMENT TO SUBCONTRACTORS:**

- 54.1 A Contractor awarded a contract under this solicitation is hereby obligated to:
  - 54.1.1 Pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from PWCS for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - 54.1.2 Notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason for such.
- 54.2 Unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent per month on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from PWCS except for amounts withheld as stated in the paragraph above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. This obligation to pay interest is not an obligation of PWCS, and no contract modification will be made for the purpose of providing reimbursement of the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.
- 54.3 The provisions of 54.1 through 54.3 apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of PWCS or any participating jurisdiction.

- 55. **TAX EXEMPTION:** PWCS is exempt from the payment of federal excise or Virginia Sales and Use Tax. The bid/proposal price must be net, exclusive of taxes. When under established trade practice, any federal excise tax is included in the list price, the Bidder may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by PWCS. PWCS Federal Excise Tax Exemption number is 54-6001533. A copy of [PWCS Sales and Use Tax Certificate Exemption](#) is posted on the PWCS Web site.

**GENERAL**

- 56. **GUARANTEES & WARRANTIES:** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to PWCS before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.
- 57. **GENERAL GUARANTY:** Contractor agrees to:
  - 57.1. Save PWCS, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
  - 57.2 Warrant that when the contract includes a software license, or use of licensed software, the Contractor is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted through the Contract without violating or infringing any law, rule, regulation,

copyright, patent, trade secret or other proprietary right of any third party.

- 57.3 Protect PWCS against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- 57.4 Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- 57.5 Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of PWCS.
- 57.6 Protect PWCS from loss or damage to PWCS owned property while it is in the custody of the Contractor.
- 58. **SERVICE CONTRACT GUARANTY:** Contractor agrees to:
  - 58.1 Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions of those documents provided that PWCS may reduce the said services at any time.
  - 58.2 Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
  - 58.3 All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable government rules, regulations, methods, and procedures.
  - 58.4 Allow services to be inspected or reviewed by an employee of PWCS at any reasonable time and place selected by PWCS. PWCS is under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
  - 58.5 Stipulate that the presence of a PWCS Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Supervisor of Purchasing.
- 59. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bid/proposal, Bidders/Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- 60. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless PWCS, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against PWCS in consequence of the granting of a contract or which may otherwise result therefrom, if the act was caused through negligence, error, omission, or reckless or intentional misconduct (or, in the case of intellectual property rights, by any act done without proper

permission) of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against PWCS in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend PWCS as herein provided.

61. **NON-LIABILITY:** The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the reasonable control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at her discretion terminate the contract.

62. **OFFICIAL NOT TO BENEFIT:**

62.1 Each Bidder certifies by signing a bid/proposal that, to the best of his/her knowledge, no PWCS official or employee having official responsibility for the procurement transaction or member of his/her immediate family has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid/proposal or as soon thereafter, as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, recession of the contract, or recovery of the cost of the financial benefit from the contractor, recipient, or both.

62.2 Whenever there is reason to believe that benefit of the sort described in the paragraph above has been or will be received in connection with the bid/proposal or contract and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, PWCS, as a prerequisite to payment pursuant to the Contractor, or at any time may require the contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

62.3 In the event the Bidder/Offeror has knowledge of benefits as outline above, this information should be submitted with the bid/proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract the Bidder/Offeror shall address the disclosure of such facts to: Supervisor of Purchasing, Prince William County Public Schools, P.O. Box 389, Manassas, VA 20108. The Invitation For Bid/Request for Proposal number shall be referenced in the disclosure.

63. **VIRGINIA FREEDOM OF INFORMATION ACT:** Except as provided herein, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Any inspection of procurement transaction records under this provision shall be subject to reasonable restrictions to ensure the security and integrity of the records.

63.1 Cost estimates relating to a proposed transaction prepared by or for a public body shall not be open to public inspection.

63.2 Any Bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening/receipt of all bids, but prior to award, except in the event that PWCS decides not to accept any of the bids and to re-solicit. Otherwise, bid records shall be open to public inspection only after award of the contract.

63.3 Bids and proposal records shall be open to the public only after award.

63.4 Any offeror who responds to an RFP shall be afforded the opportunity to inspect proposal records upon request within a reasonable time after the evaluation and negotiation of proposals are complete but prior to award, except in the event PWCS decides not to accept any of the proposals and to resolicit.

63.5 Trade secrets or proprietary information submitted by any bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application shall not be subject to public disclosure under the Virginia Freedom of Information Act if the bidder, offeror, or Contractor invokes the protection of Code of Virginia section [2.2-4342 F](#), in writing prior to or upon submission of the data or other materials, identifies the data or other materials to be protected, and states the reasons why protection is necessary.

63.6 Nothing contained in this section shall be construed to require PWCS to furnish a statement of the reason(s) why a particular bid/offer was not deemed to be the most advantageous to PWCS.

64. **INCLEMENT WEATHER:** Due to inclement weather conditions, PWCS may elect to close schools and administration offices. The following is an explanation of the policy:

**CODE GREEN:** All PWCS schools are closed. Administration offices are opened.

**CODE RED:** All PWCS schools are closed. Administration offices are closed.

**CODE ORANGE:** PWCS schools closed or delayed. Employees work remotely.

64.1 In the event of a delay school opening, all times shall remain as stated in the Invitation for Bid/Request for Proposal.

64.2 In the event that PWCS closes on a CODE GREEN, any optional/mandatory pre-bid/proposal conference and all bid/proposal openings will be held as scheduled.

64.3 In the event that PWCS closes on a CODE RED, any optional/mandatory pre-bid proposal conference and all bid/proposal openings will be held on the next business day the PWCS experiences a normal opening, a delayed opening, or a school closing on a CODE GREEN, at the time previously scheduled. No exceptions will be made in this matter.

## **BIDDER/CONTRACTOR REMEDIES**

65. **DELIVERY/SERVICE FAILURES:** Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by PWCS, or failure to make replacements or corrections of rejected articles or

services when so requested, immediately or as directed by PWCS, shall constitute grounds for PWCS to "Cover" by purchasing in the open market articles or services of comparable grade or quality to replace the services or articles rejected or not delivered. On all such purchases, the Contractor shall reimburse PWCS, within a reasonable time specified by PWCS, for any expense incurred in excess of contract prices, or, in PWCS's sole discretion, PWCS shall deduct the cost of Cover from any amounts due to Contractor. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, PWCS reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by PWCS.

66. **CONTRACTUAL DISPUTES:** Any dispute concerning a question of act including claims for money or other relief as a result of a contract with PWCS which is not disposed of by agreement shall be declared by the Supervisor of Purchasing, who shall reduce a decision to writing and mail or otherwise forward a copy thereof to the Contractor within ten (10) days. The decision of the Supervisor of Purchasing shall be final and conclusive unless the Contractor appeals within ten (10) days of receipt of the written decision. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, as a condition precedent to consideration of the claim, the Contractor must give written notice of the intention to file such a claim at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment.

67. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder may protest the award or decision to award a contract by submitting a protest in writing to the Supervisor of Purchasing no later than ten (10) calendar days after public notice of the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten (10) calendar days after posting or publication of the notice of such contract. The written protest shall include the basis for the protest and the relief sought. The Supervisor of Purchasing shall issue a decision in writing within ten (10) calendar days of the receipt of the protest stating the reasons for the action taken. Any offeror may protest the award or decision to award a contract by submitting a protest in writing to PWCS, or an official designated by PWCS, no later than ten (10) calendar days after the award or the announcement of the decision to award, whichever occurs first.

67.1 If prior to award it is determined that the decision to award is arbitrary or capricious then the sole relief shall be a finding to that effect. The Supervisor of Purchasing shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by PWCS. Where the award has been made and performance has begun, the Supervisor of Purchasing may declare the contract void upon a finding that this action is in the best interest of

PWCS. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

67.2 Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this paragraph shall not be affected by the fact that a protest or appeal has been filed.

67.3 An award need not be delayed for the period allowed a Bidder to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire

68. **EXHAUSTION OF ADMINISTRATIVE REMEDIES:** No potential Bidder or Contractor shall institute any legal action until all administrative remedies available under this solicitation and resulting contract have been exhausted and until all statutory requirements have been met.

69. **FORCE MAJEURE EVENT:** If an event that is beyond the reasonable control of a Party and cannot be prevented with reasonable care of the affected Party, including but not limited to natural disasters, war and riot, provided that, any shortage of credit, capital or finance shall not be regarded as an event beyond the reasonable control of a Party. In the event that the occurrence of a Force Majeure Event delays or prevents the performance of this Agreement, the affected Party shall not be liable for any obligations hereunder only for such delayed or prevented performance. The affected Party who seeks to be exempt from the performance obligation under this Agreement or any provision hereof shall inform the other Party, without delay, of the exemption of obligation and the approaches that shall be taken to complete performance.

Company: Forensic Drug & Alcohol Testing, LLC

Name: Michael C. Wrobel

Title: President / CEO

Signature: 

Date: 11-18-2022

**COMPLETE and return FORM**

(COMPLETE and return FORM, Revised: RFP, Attachment G – Updated, Application Service Provider Form)

## Application Service Provider (ASP) Security Standards

Prince William County Public Schools

Version 3. Updated: July 29, 2022

Name of company: Forensic Drug & Alcohol Testing, LLC

URL: www.fd-at.com

Company Contact Name: Michael Wrobel

Company Contact email: michael.wrobel@fd-at.com

Company Contact phone number:

PWCS POC: 703-483-8929

Product:

Product Description:

### 1.0 Overview

This document defines the information security criteria that an Application Service Provider (ASP) must meet in order to be considered fit for use by Prince William County Schools. As part of the ASP selection process, the ASP Vendor must demonstrate compliance with the Standards listed below by responding in writing to each statement and question in the six categories. Information Security will review the vendor responses and will suggest remediation measures in any areas that fall short of the minimum-security criteria. Prince William County Schools Information Security approval of any given ASP rests largely on the vendor's responses to this document.

Standards are structured to provide due diligence and compliance with applicable state and federal laws, and to protect confidentiality and privacy of student and staff information during collection, transfer, storage, disclosure, and destruction, when using an Application Service Provider.

These Standards are subject to additions and changes without warning by Prince William County School's Department of Information Technology.

### 2.0 Scope

This document is intended to be provided to ASPs that are either being considered for use by Prince William County Schools or have already been selected for use. Staff interested in purchasing online software services that include staff or student data, or require logins, should provide this document to the vendor to complete.

### 3.0 Responding to These Standards

Information Security is looking for explicitly detailed, technical responses to the following statements and questions. ASPs should format their responses directly beneath the Standards (both questions and requirements) listed below. In addition, please include any security whitepapers, technical documents, or policies that you may have. ASPs that have comprehensive information that addresses all areas in this form may submit a separate document and/or link to this information but should also indicate where the specific information can be located for ease of PWCS staff review.

Answers to each Guideline should be specific and avoid generalities, e.g.:

Examples:

Bad: "We have hardened our hosts against attack."

Good: "We have applied all security patches for Windows Server 2016 as of 8/31/2020 to our servers. Our Administrator is tasked with keeping up to date on current vulnerabilities that may affect our environment, and our policy is to apply new

patches during our maintenance period (2300hrs, Saturday) every week. Critical updates are implemented within 24 hours. A complete list of applied patches is available to Prince William County Schools."

Bad: "We use encryption."

Good: "All communications between our site and Prince William County Schools will be protected by IPSec ESP Tunnel mode using 256 AES encryption, SHA-1 authentication, or better, as determined by PWCS. We exchange authentication material via either out-of-band shared secret, or PKI (Public Key Infrastructure) certificates."

\* Do not insert graphics, diagrams, or URLs into this document. Please send as attachments and reference said attachments within the responses in this document.

\* Do not reference a whole document to satisfy a response. Please articulate the response and reference the attached document within the response.

## 4.0 Standards

### 4.1 General Security

1. Prince William County Schools reserves the right to periodically (annually, typically) request the vendor provide an overview of changes to the infrastructure.
2. The ASP must provide a proposed architecture document that includes a full network diagram of the Prince William County Schools Application Environment, illustrating the relationship between the Environment and any other relevant networks, with a full data flowchart that details where Prince William County School data resides, the applications that manipulate it, and the security thereof.
3. Describe the process and timeline you will utilize to notify PWCS should a data breach be discovered. Please include the company POC who will notify PWCS and what the notification will be. Please describe how the notification will take place and in what format. Please describe details on how PWCS will have on-going and near real time updates. Please describe how PWCS can make changes to update notification contacts, if needed.

### 4.2 Physical Security

1. The infrastructure (hosts, network equipment, etc.) hosting the Prince William County Schools application must be located in a locked cage-type environment. A Tier 2 data center (or better) or Cloud Service Provider, such as AWS, Google, or Azure physical infrastructure is preferred.

### 4.3 Network Security

1. The infrastructure hosting the application must keep PWCS' data separate from other customers' data. This can be done through physical (airgap, separate servers, etc.) or logical (VLAN, subnets, security tags, virtual hosts, etc.) means. Describe how this is accomplished.
2. All Prince William County Schools data must always be encrypted while in transit, while in use and at rest, without exception. Describe how this is accomplished.

### 4.4 Host Security



1. The ASP must disclose how and to what extent the hosts (Unix, Windows, etc.) comprising the Prince William County Schools application infrastructure have been hardened against attack.
2. The ASP must provide a current patch level on hosts, including host OS (Operating System) patches, web servers, databases, and any other material application.
3. Information on how and when security patches will be applied must be provided. How does the ASP keep up on security vulnerabilities, and what is the policy for applying security patches?
4. The ASP must disclose their processes for monitoring the integrity and availability of those hosts.
5. The ASP must provide information on their password policy for the Prince William County Schools application infrastructure, including minimum password length, password generation guidelines, how often passwords are changed, and if MFA (Multi-Factor Authentication) options are available.
6. How will the ASP authenticate users? What options exist (Local/manual, SSO, SAML, Clever, etc.)?
7. What data from our SIS (Student Information System), HRIS (Human Resources Information System), and/or ERP (Enterprise Resource Planning) systems will be needed? Does this application require rostering of students, teachers, classes, etc.? If so, please describe the methods available for receiving/exchanging this data (e.g., CSV, API, One Roster, Clever, etc.). Are you IMS Global Certified (<https://site.imsglobal.org/certifications>)? Also, provide information on the account generation, maintenance and termination process, for both maintenance as well as user accounts. Include information as to how an account is created, how account information is transmitted back to the user, and how accounts are terminated when no longer needed.
8. Please describe how employees will access the data systems containing PWCS data? Are there security controls to monitor and log employee access? What access controls are in place to limit employee access (e.g. RBAC, ABAC, etc.)

#### 4.5 Web Security

1. Please describe the ASP's process for doing security Quality Assurance testing and reviewing new vulnerabilities for the application and underlying code. For example, testing of authentication, authorization, and accounting functions, as well as any other activity designed to validate the security architecture, as well as reviewing CVEs. How do you adhere to the [OWASP Application Security Verification Standard](#) and/or the [NIST Guidelines for Securing Public Web Servers \(SP 800-44 V2\)](#)?

#### 4.6 Cryptography

1. Encryption algorithms must be 256 AES or its equivalent. If the encryption is proposed as an equivalent, PWCS will make the determination of equivalency in its sole discretion. PWCS reserves the right to change or increase the level of the required encryption with 30 days advance notice to the ASP.
2. Connections to the ASP utilizing the Internet must be protected using any of the following cryptographic technologies: IPsec, SSL/TLS, SSH/SCP, PGP.

3. Describe what security awareness training is conducted with the ASP to ensure staff are knowledgeable about social engineering, phishing, and other cyber threats that may make PWCS's data at risk.
4. Explain how the ASP wipes data so that it cannot be recovered and what, if any procedures must be followed to sanitize PWCS data upon termination of using the application. Also provide the delivery process upon request or termination on how data will be returned to PWCS, if so requested.

#### 4.7 Business Continuity

1. Please describe your Service Level Agreement (SLA), identifying the Recovery Time Objectives (RTO) and Recovery Point Objective (RPO). Advise what the SLA PWCS will expect from your application, and any additional SLA fee tiers offered. Please attach SLA documents for reference. If you have a CCOP/Disaster Recovery Plan and or a backup policy, please include them.
2. Please describe your customer support model. Identify methods to access the customer support system, (i.e., 24 hours a day, 7 days a week, and 365 days a year). Provide the escalation process and conflict resolution process. If you have a diagram, please include.
3. Please provide the notification process to include the POC for unplanned, and maintenance downtime. Please include the process for PWCS to request deferral of such outages as not to impact PWCS business continuity and stakeholder engagement. If you have a diagram, please include.
4. Please describe the ability to dynamically scale resources during peak and critical PWCS business operational needs. If dynamic scaling is not available, describe the process for PWCS request additional resources scaled /increased to meeting critical business operational needs. Describe the lead time needed for request of such services.



(Revised: RFP, Attachment I – Non-Disclosure Agreement)

**COMPLETE THE ATTACHED FORM and return with Contract Renewal 3 & Modification**

THIS AGREEMENT, made and entered into as of this 18 day of November, 2022 by and between Forensic Drug & Alcohol Testing, LLC, having its principal office at 14150 Parkeast Cir, Suite 130, Chantilly, VA 20151, hereinafter "Company" and Prince William County Public Schools (PWCS), having its principal office at Prince William County, The Commonwealth of Virginia, hereinafter "PWCS", establishes the terms and conditions under which the parties agree to exchange or disclose certain information, some of which may be confidential and proprietary and subject to the restrictions on use and disclosure that are expressed in this Agreement.

**WHEREAS**, the parties contemplate furnishing to or acquiring from each other data, services, or goods with the potential that the parties may do business together, and

**WHEREAS**, certain confidential and proprietary technical, financial, business, employee, student or other information, including but not limited to reports, plans, documents, drawings, machines, writings samples, tools, models, software, materials, and know-how may be disclosed between the parties orally or in writing.

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. Maintenance and Limited Disclosure of Confidential Information**

- A. PWCS has developed certain information, some of which it considers to be confidential and proprietary information not publicly announced or disclosed, that relates to student information. PWCS agrees to make a limited disclosure of this information to company solely for the purpose of providing access to this resource.
- B. The parties hereby agree that all Information (written, oral or otherwise) is presumed to be confidential unless it is clearly marked otherwise.
- C. The parties hereby agree that all Confidential Information disclosed under this Agreement, unless written consent is otherwise granted by the disclosing party, shall continue to be maintained in confidence until returned or destroyed and shall be used solely in connection with the obligations undertaken in this Agreement.
- D. The parties hereby agree that the obligations imposed upon either party herein shall not apply to Confidential Information which:
  1. is or becomes publicly known through no wrongful act of the receiving party; or
  2. was in the public domain at the time it was disclosed to the receiving party; or
  3. was known to the receiving party at the time it was disclosed; or
  4. is or was rightfully received from another without any breach of this Agreement; or
  5. is independently developed by the receiving party; or
  6. is approved for release by prior written authorization of the discloser; or
  7. is required by operation of law to be disclosed.

The party seeking to establish such an exception has the burden of proving it with written documentation.

## **2. Security**

- A. Access to all Confidential Information shall be restricted to those employees and persons in the receiving party's immediate organization (excluding parent corporations, subsidiaries, etc.) having a need to know to perform services specifically requested by one party or the other to fulfill the purpose of this Agreement. Such employees or persons shall be notified of the proprietary nature of such Confidential Information, and the receiving party shall use the same degree of care as it employs with its own Confidential Information, but in all events shall use at least a reasonable degree of care.
- B. Reasonable care to protect the Confidential Information shall include security at receiver's facilities, limiting access to a need to know basis, employee confidentiality agreements, with no expiration date, employee identification and education as to the need for security and confidentiality, direct instruction by the supervisors of the employees receiving the information not to re-disclose the information, and all other steps necessary to meet a standard of reasonable care.

## **3. Limitation of Rights**

- A. Nothing contained in this Agreement shall be construed as granting any license of rights to any intellectual property, including, but not limited to, patents, trademarks, copyrights, mask works in semiconductor chips or other proprietary information.
- B. No furnishing of Confidential Information and no obligation hereunder shall obligate either party to enter into any further Agreement or negotiation with the other, or to refrain from entering into an agreement or negotiation with any other party which does not breach any of its obligations under this Agreement.

## **4. Termination**

All copies, regardless of the medium, evidencing any and all disclosed Confidential Information shall be promptly returned by the receiving party to the disclosing party upon written request by the disclosing party. The receiving party shall certify in writing that it has returned (or destroyed as in the case of fixation in computer storage mediums) all copies of the Information in its possession.

## **5. Continuation of Confidential Obligations**

The obligations of Paragraphs 1-4, except as otherwise provided in Paragraph 1.D, shall remain in effect and bind or inure to the benefit of the heirs, successors, assignees, and legal representatives of each party to this Agreement after expiration or termination of this Agreement.

## **6. Disputes and Arbitration**

The parties agree that any disputes or questions arising under this Agreement, including the construction and application of this Agreement, shall be settled in a court of law with proper jurisdiction being Prince William County, the Commonwealth of Virginia.

## **7. General**

- A. This Agreement constitutes the entire agreement between the parties, superseding any and all prior or contemporaneous oral or written representations, communications, understandings or agreements with regard to the subject matter hereof.
- B. Any and all modifications or amendments to the Agreement must be in writing and signed by both parties.
- C. Each party acknowledges that this Agreement is a valid and legally binding obligation that has been executed by an authorized representative.

- D. This Agreement is governed by and construed in accordance with the laws of the Commonwealth of Virginia.
- E. A copy of this Agreement transmitted via facsimile, bearing the signature of one or both parties shall be deemed to be of the same legal force and effect as an original of the Agreement bearing such signature(s) as originally written by such one or both parties.

**8. Third Party Beneficiaries**

*The data subjects (as defined in Virginia Code § 2.2-3801) about whom information is disclosed under this Agreement are intended by the parties to be third party beneficiaries of this Agreement.*

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Company: Forensic Drug & Alcohol Testing, LLC

Name: Michael C. Wrobel

Title: President / CEO

Signature: 

Date: 11-18-2022

[COMPLETE and return ATTACHED FORM](#)



Pursuant to Federal Rule (C) above, when federal funds are expended by PWCS on any federally assisted construction contract, the equal employment opportunity clause is incorporated by reference herein.

Does Contractor agree? Yes                      (Initials of Authorized Representative of Contractor)

- D. **Davis Bacon Act as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (26 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contracts must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptances of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3), "Contractors and Subcontractors on Public Building or Public Works Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by PWCS, during the term of an award for all contracts and sub-grants for construction or repair, the Contractor will be compliance with all applicable Davis-Bacon Act provisions

Does Contractor agree? Yes                      (Initials of Authorized Representative of Contractor)

- E. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provided that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by PWCS the Contractor certifies that during the term of an award for all contracts by PWCS resulting from this procurement process, the Contractor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Contractor agree? Yes                      (Initials of Authorized Representative of Contractor)

**F. INTELLECTUAL PROPERTY**

The parties agree that no Intellectual Property will be created in performance of this grant or cooperative agreement.

- G. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "Funding Agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work under that "Funding Agreement", the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (G) above, when federal funds are expended by PWCS, the Contractor certifies that during the term of an award for all contracts by PWCS resulting from this procurement process, the Contractor agrees to comply with all applicable requirements as referenced above.

Does Contractor agree? Yes  (Initials of Authorized Representative of Contractor)

**H. PROCUREMENT OF RECOVERED MATERIALS 42 U.S.C. § 6962 (Section 6002 of the Solid Waste Disposal Act)** In the performance of this contract, the Contractor shall comply with Section 6002 of the Solid Waste Disposal Act and shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

Pursuant to Federal Rule (H) above, when federal funds are expended by PWCS, the Contractor certifies that during the term of an award for all contracts by PWCS resulting from this procurement process, the Contractor agrees to comply with all applicable requirements as referenced above.

Does Contractor agree? Yes  (Initials of Authorized Representative of Contractor)

- I. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Contract Act (33 U.S.C. 1251-1387), as amended – Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal grant funds.**

Pursuant to Federal Rule (I) above, when federal funds are expended by PWCS, the Contractor certifies that during the term of an award for all contracts by PWCS resulting from this procurement process, the Contractor agrees to comply with all applicable requirements as referenced above.

Does Contractor agree? Yes  (Initials of Authorized Representative of Contractor)

- J. **Debarment and Suspension (Executive Orders 12549 and 12689) – A Contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 125949 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension”. SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (J) above, when federal funds are expended by PWCS, the Contractor certifies that during the term of an award for all contracts by PWCS resulting from this procurement process, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation by any federal department or agency. All recipients of federal funds through this transaction must comply with 2 CFR 180, Subpart C as a condition of participation in this transaction, and must include similar terms or conditions in lower-tier covered transactions.

Does Contractor agree? Yes  (Initials of Authorized Representative of Contractor)

**K. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ODERS**

Upon execution of the contract, the contractor acknowledges that federal financial assistance may be used to fund the contract only. The contractor shall comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

**L. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**M. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**



Upon execution of the contract, the contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

#### **N. BUY AMERICAN PROVISIONS COMPLIANCE**

Contractor certifies that it is in compliance with all applicable provisions if the Buy American Act. Purchases made in accordance with the Buy American Act shall follow the applicable procurement rules calling for free and open competition.

#### **O. RETENTION REQUIREMENTS FOR RECORDS**

**§ 200.333** Retention requirements for records. Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

#### **P. ACCESS TO RECORDS**

**§ 200.336** Access to records. (a) *Records of non-Federal entities.* The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. (b) Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate. (c) *Expiration of right of access.* The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

**Q. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (Q) above, when federal funds are expended by PWCS, the Contractor certifies that during the term and after the awarded term of an award for all contracts by PWCS resulting from this procurement process, the Contractor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Does Contractor agree? Yes     *MC*     (Initials of Authorized Representative of Contractor)

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Company: Forensic Drug & Alcohol Testing, LLC

Name: Michael C. Wrobel

Title: President / CEO

Signature: *Michael C. Wrobel*

Date: 11-18-2022

**COMPLETE and return FORM**