

ADAMS COUNTY, COLORADO  
SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 27<sup>th</sup> day of June, 2012, by and between the Adams County Board of County Commissioners, located at 450 S. 4<sup>th</sup> Avenue, Brighton, Colorado 80601, hereinafter referred to as the "County," and Technical Resource Management, Inc d/b/a Norchem, located at 1760 E. Route 66/P.O. Box 70,000, Flagstaff AZ 86003-4422, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

**SECTION I - SERVICES OF THE CONTRACTOR**

The Contractor shall provide all labor and materials to conduct approximately 6000-7000 urinalyses per year and other lab based testing required by the Adams County Sheriff's Office for the Detention Facility Work Release Program and the Supervised Release Program. In doing so, the Contractor shall perform all the work described in the 2012 Laboratory Screening Services Proposal, which is attached hereto and incorporated herein as Exhibit "A". The Contractor's proposal response is attached hereto as Exhibit "B", and incorporated herein by reference.

**SECTION II - COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08**

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- A. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- C. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- D. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

- E. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- F. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- G. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- H. If Contractor violates this Section II of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

### **SECTION III - RESPONSIBILITIES OF THE COUNTY**

The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

### **SECTION IV - TERM**

The term of this Agreement shall be from June 1, 2012 through May 31, 2015.

### **SECTION V - PAYMENT AND FEE SCHEDULE**

The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept four dollars and eighty cents (\$4.80) for each 7 panel drug screen eight dollars (\$8.00) for each 8 panel screen with ETG. Any other lab based testing will be charged at the rates listed in the proposal.

#### **A. Invoices**

Invoices will be submitted to the County by the Contractor on a monthly basis for services performed under this Agreement. Payment of the invoices by the County will be made within twenty-five (25) days of the receipt thereof.

#### **B. Fund Availability**

The County has appropriated sufficient funds for this Agreement for the current fiscal year. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In

the event funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

#### **SECTION VI - INDEPENDENT CONTRACTOR**

In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant or subcontractor of the Contractor shall be deemed to be an employee, agent or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

#### **SECTION VII - NONDISCRIMINATION**

The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

#### **SECTION VIII - INDEMNIFICATION**

The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

#### **SECTION IX – INSURANCE**

The Contractor agrees to maintain insurance of the following types and amounts:

Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
Personal Injury Protection	Per Colorado Statutes

Workers' Compensation Insurance: Per Colorado Statutes

- \* Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence

\$1,000,000

- \* This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverages or policies required under this Agreement.

## **SECTION X - TERMINATION**

### **A. For Cause**

If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

B. For Convenience

The County may terminate the Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If the Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under the Agreement, less payments previously made to the Contractor under the Agreement.

**SECTION XI - MUTUAL UNDERSTANDINGS**

A. Jurisdiction and Venue

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the 17<sup>th</sup> Judicial District, Colorado.

B. Compliance with Laws

During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) when exposed to or provided with any data or records under this Subcontract that are considered to be "Protected Health Information."

C. Record Retention

The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or county personnel.

D. Assignability

Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

E. Waiver

Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

F. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

G. Notice

Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

For the County:

Adams County Purchasing  
450 S. 4<sup>th</sup> Avenue  
Brighton, Colorado 80601  
Contact: Liz Estrada  
Phone: 303.654.6052  
Fax: 303.654.6058

and

Adams County Attorney's Office  
450 S. 4<sup>th</sup> Avenue  
Brighton, Colorado 80601  
Phone: 303.654.6116  
Fax: (303) 654-6114

For the Contractor:

Technical Resource Management, Inc. d/b/a  
Norchem  
1760 E. Route 66/P.O. Box 70,000  
Flagstaff, AZ 86004  
Contact: Joni Harris, Account Project Manager  
Phone: 888.378.8780  
[jonih@norchemlab.com](mailto:jonih@norchemlab.com)  
Contact: Amanda Gibbs  
Phone: 800.348.4422  
Fax: 928.526.1777

H. Integration of Understanding

This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

I. Severability

If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

J. Authorization

Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

**SECTION XII - CHANGE ORDERS OR EXTENSIONS**

- A. The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including but not limited to additional instructions, additional work, and the omission of work previously ordered. Such changes, including any increases or decreases in the amount of the Contractor's compensation, must be mutually agreed upon in writing by the County and the Contractor. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- B. The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto.

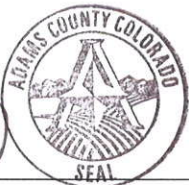
BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

*Mr. R. Jenkins*  
Chair

6-27-12  
Date

ATTEST:  
KAREN LONG  
CLERK AND RECORDER

*Karen Long*  
Deputy Clerk



APPROVED AS TO FORM:

*Steve Smith*  
Adams County Attorney's Office

TECHNICAL RESOURCES MANAGEMENT, INC.  
d/b/a NORCHEM

*Amanda Gibbs*  
Name

6/7/2012  
Date

*Executive V.P. of Administration*  
Title

Signed and sworn to before me on this 8<sup>th</sup> day of June, 2012 by

*Rebecca M. Gibbs*  
Notary Public



My commission expires on: January 23, 2016

**CONTRACTOR’S CERTIFICATION OF COMPLIANCE**

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Technical Resource Management, Inc.                      6/7/2012  
Company Name    Date

Amanda Gibbs  
Name (Print or Type)

Amanda Gibbs  
Signature

Executive V.P. of Administration  
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample “memorandum of understanding” available at the website prior to registering



REQUEST FOR PROPOSAL  
**2012.076 LABORATORY  
SCREENING SERVICES**

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**Questions due by  
Date: April 5, 2012  
Time: 4:00 p.m.**

**Proposal due by  
Date: APRIL 12, 2012  
Time: 3:00 p.m.**



Adams County Board of Commissioners by and through its Purchasing Agent is accepting proposals for Laboratory Screening Services at the Adams County Detention Facility, located at 150 North 19<sup>th</sup> Avenue, Brighton, CO 80601.

Questions about the Request for Proposal must be submitted in writing to [lestrada@adcogov.org](mailto:lestrada@adcogov.org) or faxed to 720.523.6058 up to **4:00 p.m., April 5, 2012.**

Sealed proposals for this requirement will be received at the office of the Purchasing Agent, Adams County Government Center, 4430 South Adams County Parkway, Fourth Floor, Brighton, Colorado, 80601, up to **3:00 P.M., April 12, 2012.**

The proposal opening time shall be according to our clock. No proposals will be accepted after the time and date established above, except by written addenda.

Issuance of this invitation does not commit Adams County to award any contract or to procure or contract for any equipment materials or services.

### **SPECIAL INSTRUCTIONS**

**Five (5) copies** of the proposal are required. Provide the same number of brochures or other supportive documents with your proposal.

All proposals must be signed.

Whenever addenda's are required, they must be acknowledged in the proposal.

Proposals may not be withdrawn after date and hour set for closing. Failure to enter contract or honor the purchase order will be cause for removal of offerors name from the Vendor's List for a period of 12 months from the date of this opening.

If a formal contract is required, the proposer agrees and understands a Notice of Award does not constitute a contract or otherwise create a property interest of any nature until an Agreement is signed by the awardee and the Board of County Commissioners.

The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office.

The County assumes no responsibility for failure of any telephone equipment, either within its facilities or from outside causes.

The County assumes no responsibility for proposals being either opened early or improperly routed if the envelope is not clearly marked on the outside: **2012 LABORATORY SCREENING SERVICES.**

In the event of a situation severe enough to cause the Adams County Board of Commissioners to close Adams County Offices for any reason, the Purchasing Agent has the prerogative of rescheduling the bid opening time and date. No offeror will be considered above all other offerors by having met the opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Commissioners to close the Adams County Offices.

Proposals must be furnished exclusive of taxes.

No award will be made to any person, or firm or corporation that is in arrears upon any obligation to the County.

If submitting a joint venture proposal involving a partnership arrangement, articles of partnership stating each partner's responsibility shall be furnished and submitted with the proposal. Proposer warrants the joint venture/partnership is authorized to conduct business within the State of Colorado.

If proposer is a corporation, proposer warrants the corporation is in good standing with the Colorado Secretary of State and authorized to conduct business within the State of Colorado.

The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to any proposal which does not meet bonding requirements, or proposals which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services. The County reserves the right not to award contracts to the lowest and most responsive and responsible offeror, and may require new proposals.

The County reserves the right to reject proposals of offerors who lack experience, financial responsibility or whose proposals are not to form.

The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.

Only sealed proposals received by the Purchasing Department will be accepted; proposals submitted by telephone, telegram or facsimile machines are not acceptable.

Adams County is an Equal Opportunity Employer.

Questions about this Request for Proposal shall be referred to the County Purchasing Agent, Liz Estrada who may be reached by telephoning 720.523.6052 or at [lestrada@co.adams.co.us](mailto:lestrada@co.adams.co.us).

### **Scope of Work:**

The Contractor shall provide services including labor and supplies necessary to conduct the screening (8-panel drug screen- for alcohol, amphetamines/methamphetamines, barbiturates, Benzodiazepines, cocaine, opiates, THC, creatinine at minimum) of approximately six to seven thousand (6000- 7000) urinalysis samples from the Adams County Detention Facility Work Release Program, 150 N. 19<sup>th</sup> Avenue, Brighton, CO 80601 and the Adams County Sheriff's Office Supervised Release Program, 4201 E 72<sup>nd</sup> Avenue, Commerce City Co 80020 , in a calendar year. In addition, the Contractor shall be able to provide services for additionally requested synthetic drug screens and EtG Alcohol testing if requested by the agency. Further, the Contractor shall provide a means to document and report the results of said tests to the Facility and provide training for the reading and interpretation of the analysis documentation. Finally, the Contractor must provide expert toxicologist evaluation of screen results with the understanding that the Facility requires a commitment from the toxicologist as to whether or not a given sample indicates new use of a chemical substance for purposes of internal, administrative disciplinary hearings as well as court reports/ hearings.

### **Terms of Contract:**

The term of this contract shall be for three (3) years from date of award.

### **Qualifications:**

To be considered for award of this contract, the following minimum qualifications must be met:

- A. The firm must be organized for the purpose of providing laboratory services (including forensic laboratory services) to detention and correctional facilities and must have three (3) years previous experience with proven effectiveness. A list of all similar laboratory contracts held in Colorado for the past three (3) years should be included in the firm's response. The list should include the name of the facility, address, facility size, a contact person and phone.
- B. The firm must have a proven ability for an immediate contract start-up as evidence by past performance, current resources and personnel.
- C. The Contractor's employees conducting tests and analysis of samples shall be able to provide expert opinion and testimony in court, at the Contractor's expense, regarding interpretation of the results should the results be called into question.

### **Condition of Bid Submission:**

- A. The proposal must be prepared and signed by a duly authorized official or representative of the firm submitting the proposal.
- B. Only one proposal will be accepted from any one firm or corporation.
- C. All pricing structures quoted must be firm for the duration of the 3-year contract commencing the next working day following the opening of the proposal.
- D. It is requested that all proposals be prepared in a comprehensive manner as to content and posed in lay terminology. There is not a specified format. Proposals must include the required information. Other materials related to the services, maybe included.

- E. All cost incurred in the preparation and presentation of the submitted proposal in any way whatsoever shall be the responsibility of the prospective proposer/contractor. Once an award has been made, the proposals become public information. Any material submitted by prospective proposer/contractor that is to be considered confidential must be clearly marked as such.
- F. All proposals must list by name, address, phone and Contract Administrator all correctional institutions where contractor is currently providing drug screens and the length of time that each contract has been in effect.
- G. All proposals must list by name, address, phone and Contract Administrator all correctional institutions where contractor has terminated services, been terminated for any reason or lost a rebid as the incumbent.
- H. Any legal action against the company or corporate principals within the company with in the past 48 months must be disclosed.

**Selection Criteria:**

Each proposal will be evaluated in the following categories: cost, service provided, and corporate stability and credentialing.

- A. COST: All responses shall be rated according to the cost of provided services. (30 POINTS)
- B. SERVICE PROVIDED: Each firm will be evaluated on their ability, commitment to, methods of providing interpretation of analysis results, training/updates offered for customer interpretation of results, and speed of turnaround on sample analyses. Particular attention will be paid to the access and speed of response of interpretive services involving results and whether or not new use is indicated. (40 POINTS)
- C. CORPORATE STABILITY AND CREDENTIALING: Each proposer will be evaluated in three (3) primary areas: (30 POINTS)
  - a. Experience in providing drug screening services in jail facilities with inmate populations exceeding 500 inmates.
  - b. Ability to start-up and provide requested services within a thirty-day (30) period after the contract is awarded.
  - c. Identification and provision of credentialing documentation of staff and/or managers by recognized authorities.

**Method of Award:**

The Award will be made to the firm whose proposal is determined to be the most advantageous to Adams County based on the criteria provided herein.

The County reserves the right to award this Contract not necessarily to the firm with the best cost, but to the firm that demonstrates the best ability to fulfill the requirements of this project. The successful firm will be chosen based on the qualifications and selection criteria discussed.

The successful firm shall commence work only after execution of an acceptable contract. The successful firm will perform all services indicated in the proposal in compliance with the negotiated Contract.

The county reserves the right to reject any and all proposals in whole or in part received by reason of this request.

The County will not pay for any information herein requested, nor is it liable for any costs incurred by the participating firms.

Firms whose proposals do not meet the mandatory requirements will be considered non-compliant and may be rejected.

**Training:**

The Contractor shall provide training and materials for the interpretation of documented analysis results to all Jail Division personnel. Further, the Contractor will be expected to provide updates for the dissemination to supervisors and Court Services personnel with regard to any changes in interpretation methods or requirements necessary during the period of the contract. Orientation of new laboratory employees shall be the responsibility of the Contractor.

**Security:**

All personnel, supplies, equipment, utilized by the Contractor in providing laboratory services for the Adams County Detention Facility Release Programs, shall be subject to search and/or inspection by the Sheriff's Office without any notice at any time.

The Contractor and all employees, agents, or vendors associated with the laboratory operation shall comply with facility security regulations at all times while within the facility.

**Contractor Responsibilities:**

The Contractor shall be properly licensed and certified at all times. A copy of credentials shall be provided with the proposal, for those persons expected to testify in court upon request.

The Contractor shall obey all Federal, State and Local laws regarding health, sanitation, and safety.

The Contractor agrees to observe all state and Federal laws and resolutions of the County and all rules and regulation pursuant thereto, which in any manner affect the services contemplated under this proposal.

The Contractor agrees to obtain and pay for all necessary Federal, State and Local licenses. In addition, the Contractor shall collect and pay all required sales tax, if any.

The Contractor will assume full responsibility for purchasing supplies and maintaining an acceptable inventory for said supplies.

At all times while in the facility, the Contractor's staff shall comply with all the rules, regulations, directives and bulletins of the Sheriff's Office and the Detention Facility. Contractor vehicles, if located on the grounds of the Detention Facility, shall be subject to search.

The Contractor's staff shall not fraternize with inmates or otherwise engage in activities with inmates that could endanger anyone's life, liberty, property, or disrupt detention operations.

The Detention Facility reserves the right to restrict access to the Facility or require immediate removal of any person(s) without prior notification.

Contractor staff and/or hired couriers who transport samples from the Facility shall report to the Front Desk upon arrival. Said staff shall wear uniforms or provide photographic identification that in some way identify them as an authorized courier for or employee of the Contractor.

### **Facility Needs:**

**Supplies:** The Contractor shall provide requisition forms/labels, specimen bottles, temperature strips, and security seals and bags at no cost to the Facility

**Delivery:** Contractor shall provide courier or other method of express service for the delivery of samples to their site at no additional cost to the Facility

**Reporting:** The Contractor shall provide a consistent, cost-effective method for reporting analysis results. This may be by direct line to a printer, FAX, or other method mutually determined by the Contractor and facility. Any costs associated with this reporting will be the responsibility of the contractor.

**Technical Support:** The Contractor shall provide a local and /or toll free long distance customer service telephone number, training for hearing officers and Court Services personnel regarding interpretation of analysis results, an employee who can provide prompt, direct interpretation of results to include a determination for purposes of an internal disciplinary hearing or reporting to the judicial system, regarding whether or not samples indicate new use of forbidden substances, and will provide expert courtroom testimony when necessary, at no cost to the Facility, with regard to analysis of Facility-provided samples.

**Testing Nomenclature and Explained Methodology:** The Contractor shall provide a written glossary of terms involved in drug testing of urine and/or breath and provide an explanation written in lay terms of the methodology used to conduct testing (RIA vs. EIA etc.). The Contractors will also provide an explanation written in lay terms of their procedures with regard to confirmation of positive results and GC/MS retesting to include availability, when use is recommended, and cost.

**Specimen Retention:** The Contractor shall provide written documentation identifying the length of time specimens are retained in the event retesting is needed. For purposes of this proposal, the Facility requires a minimum of 21 days retention.

**Confidentiality:** The Contractor will provide written documentation regarding the available options for confidentiality of samples, tests, and results of test performed and paid for by the Adams County Sheriff's Office. The preference of the Facility is that no tests or test results performed by the Contractor be shared with anyone other than employees of the Adams County Sheriff's Office.

**Accounting Procedures:**

Adams County pays on a 30-day billing cycle. Contractor should provide billing requirements that take this cycle into consideration. Separate accounts and bills must be generated for each Program. A sample of a detailed invoice format should be included with the proposal.

**Taxes:**

Proposer should not include sales, use, or federal excise taxes in the proposal. The Adams County Sheriff's Office tax-exempt number will be given to the Contractor, if needed.

**Contractor Facility Visitation:**

The Facility Administrator or his representative may at their discretion make arrangements to tour the prospective Contractors facility/facilities prior to the selection of the successful proposal. Visits to these facilities may also take place during the term of the contract.

**Facility Visitation by Contractor:**

The top 3 proposers may be invited to make a presentation to Facility personnel to answer toxicology questions, explain testing methods, explain differences in testing, discuss lay-interpretation of analyses, and other issues pertinent to requested tests and results.

**Independent Contractor:**

The Contractor and its employees, servants, and agents shall be considered for purposes of this agreement to be an independent contractor, The Contractor, its employees, servants, and agents are not and shall not be construed as or become employees of Adams County as a result of the performance of services as set under this agreement

**Indemnification:**

The Contractor agrees to indemnify and hold harmless Adams County, it's elected officials, employees, and agents from any and all claims, losses, injuries, debts, damages and lawsuits, costs and expenses, including attorney fees which may, in any way, arise out of or result from the performance of services set forth in this agreement and/or breach of any conditions herein.

**Terms and Assignment:**

The Contractor shall not assign or transfer it interest in this agreement without written constant of the County. Any unauthorized assignment or transfer shall render this agreement null, void, and of no effect as to the County.





ADAMS COUNTY, COLORADO  
PROPOSAL SIGNATURE PAGE  
2012.076 LABORATORY SCREENING SERVICES  
Page 1 of 1

**VENDOR'S STATEMENT**

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

*Addenda #* \_\_\_\_\_ *Addenda #* \_\_\_\_\_ *Addenda #* \_\_\_\_\_

If None, please write NONE.

\_\_\_\_\_  
COMPANY NAME                      DATE

\_\_\_\_\_  
TYPE OF ENTITY (CORPORATION,  
GENERAL PARTNERSHIP, ETC.)

\_\_\_\_\_  
TAX IDENTIFICATION NUMBER

\_\_\_\_\_  
STATE OF INCORPORATION,  
IF APPLICABLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
CITY, STATE, ZIP CODE

\_\_\_\_\_  
PRINTED SIGNATURE

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_

\_\_\_\_\_

COUNTY

TITLE (Corporate Office/Manager

COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 1.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 1.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 1.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 1.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 1.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 1.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 1.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 1.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.



**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering



**REQUEST FOR PROPOSAL  
FOR  
2012.076 LABORATORY SCREENING SERVICES  
APRIL 6, 2012**

**Addendum No. 1 clarifies or changes the following:**

**Question:** Will the collections be performed at the two addresses noted in the first paragraph of Scope of Work?

**Answer:** Yes- collections will be collected at those addresses

**Question:** Will the collections be performed by contractor personnel or facility personnel?

**Answer:** Sheriff's Office personnel

Who is your current provider and what is the current pricing?

**Answer:** Norchem - 8 panel screen -\$5.50 - Conformation \$12.95. Spice 2 Panel \$35.00 (was not in original contracted so they added that cost after we requested the tests)

**Question:** How can we get a copy of the current contract?

**Answer:** See attached document.

**Question:** How many drug screens were performed in 2011?

**Answer:** 2828 8 panel tests, 95 Spice tests-both programs population were the lowest we have seen in a number of years

**Question:** Are MRO services required? If so, are they required for negative, positive tests or both?

**Answer:** Not necessarily required on all tests. We will want to know if positives are new use and we may all to get that answer- so however the lab determines that

**Question:** Is confirmation testing to be done by GC/MS?

**Answer:** Currently confirmations done by LC/MS/MS

**Question:** What is the expected number of positive tests?

**Answer:** We did 15 conformations in 2011- this will vary on the positives and if we feel the need to

**Question:** May we receive a copy of the current chain of custody form?

**Answer:** See attached.

**Question:** What are the drugs to be tested and their cut-off levels?

**Answer:** Currently, Alcohol (0.02%) Amphetamine/Methamphetamine (1000 ng/ml), Barbiturates (300 ng/ml) , Benzodiazepines (300 ng/ml) , Cocaine (300 ng/ml), Opiates (300ng/ml) , THC (50ng/ml) and Creatine Rations

**Question:** Is a specific lab certification (i.e. CLIA, SAMHSA)?

**Answer:** Lab must be certified- do not require a specific one- current vendor CLIA APPA

**Question:** Are the services of expert witnesses required? If yes, how often is it anticipated those services will be required?

**Answer:** We will frequently call the lab to discuss whether a result in new use or not- these are phone calls- we would require expert witness and testimony if we ended up in court- this has never happened- but always know it could

**Question:** Is the vendor responsible for collection of samples?

**Answer:** Sheriff's employees do all collections

**Question:** How many specimens are there daily per location?

**Answer:** Varies

**Question:** Are pick-ups required on weekends?

**Answer:** No

**Question:** We would not be able to bid based upon the following bid requirement:

"Finally, the Contractor must provide expert toxicologist evaluation of screen results with the understanding that the Facility requires a commitment from the toxicologist as to whether or not a given sample indicates new use of a chemical substance for purposes of internal, administrative disciplinary hearings as well as court reports/ hearings."

We can provide expert toxicologist evaluations but not with the new use requirement. If this is requirement is removed from the bid we would consider submitting a quote.

**Answer:** We really need the ability to know if it is new use- currently what happens is that on most drugs they can tell if new use – on THC occasionally we will need a confirmation and/or comparison of a number of results and then they can tell us- Maybe this will clarify things for them- if they need further understanding than I can maybe verbal explain it better-

**Question:** What specific demographic areas are you wanting the testing agencies located?

**Answer:** Not sure it matters where they are located as long as they have courier services to get the samples to them. We have used out of state labs before.

**Question:** Regarding expert testimony, the County states that it will be at the Contractor's expense. While most laboratories will provide written or telephonic testimony at no expense, most generally charge for in-court testimony. Will the County accept per diem/travel fees for in-person testimony?

**Answer:** What we have seen in past RFP's is that the vendor will limit the number of times a year they will do this due to the unknown enormous expense it could lead to- My years of doing this (24 now) we have not had to have an expert witness testify in court ever- We do use the telephone to discuss with the lab fairly regularly- but have not had to have anyone report for court testimony.

**Question:** On page 5, the County requests the contact information for all correctional institutions where the contractor currently provides drug screens. This may be hundreds or thousands of contacts. Will the County accept a smaller number, such as 3 or 5?

**Answer:** Yes, the contractor can submit 3-5 current references.

**Question:** Does the County require collection providers for this bid, or will the sample collections be made by staff members?

**Answer:** Samples will be collected by Adams County employees

**Question:** Where can we find any addendums to this bid?

**Answer:** This is the first addendum for the Request for Proposal.

**Question:** What laboratory is processing your specimens?

**Answer:** Norchem

**Question:** Please confirm the identity of the intended drug testing donors (i.e. detention center employees or inmates at the detention center).

**Answer:** Inmates on Work Release and in the Detention Facility - Clients on Pretrial Supervision

**Question:** Is the awarded Vendor expected to provide an instant 8 panel drug test or an 8 panel laboratory based test only?

**Answer:** 8 panel lab based test

**Question:** Please provide the percentage of positive results received (positivity rate).

**Answer:** For 2011- total 8 panel tests - 2828

Total positives – 392 We do not require a LCMSMS or a GC/MS on every positive test

Total LC/MS/MS confirmations requested - 15

Total spice tests completed - 95

The numbers are slightly lower for 2011 as we had a dip in program populations but expect that to increase

**Question:** Can the screen only price and the GC/MS confirmation only price be broken out into 2 line items on the pricing page?

**Answer:** Yes- we currently have a screen price and then an additional price for the GC/MS is requested

**Question:** v Are Bidders permitted to add in additional pricing line items for services that are not specifically listed in the RFP? (ie litigation packages, telephonic testimony, in person hearing, etc.)

**Answer:** Yes- I think all information would be helpful when reviewing the RFP's

**Question:** How often do you require an expert witness and what is the current rate you are paying for expert witness services?

**Answer:** Current contract includes 1 on site expert testimony per year at the vendors expense- we have been fortunate up to this point have never had to call for an expert witness for court testimony- we do call for telephonic questions about results ( administrative purposes only)

**Question:** Please specify what synthetic drugs you want to be tested?

**Answer:** Currently only requesting Spice tests as that is a new "hot" item. Would want the ability to request for any additional " new made" drugs that come up during the contract – When spice became a drug of choice we called current vendor and had the ability to test for it- even at the high costs- we were able to randomly request it-

**ETG Testing - currently not being completed**

**Synthetic Drug Testing \$35.00**

**Training for the Reading and Interpretation of the Analysis Documentation - was provided by vender free at implementation-**

**Expert Toxicologist Services – Currently we are able to call the lab and any questions we have about interpretation of results are answered at no charge-**

**Expert Witness - Currently 1 testimony per year at vendors expense- have not had to use it**

If you have any questions, please call me at 720-523-6052.

Liz Estrada  
Purchasing Agent

**End of Addendum No. 1**

Receipt of this addendum must be acknowledged in the Proposal Tab.



EXHIBIT "B"



REQUEST FOR PROPOSAL  
**2012.076 LABORATORY  
SCREENING SERVICES**

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**Submitted by:**

**Norchem**

RFP Contact:

Joni Harris

Phone: (888) 378-8780

Email: [jonih@norchemlab.com](mailto:jonih@norchemlab.com)

Fax: 866-733-7048

ORIGINAL



ADAMS COUNTY, COLORADO  
PROPOSAL SIGNATURE PAGE  
2012.076 LABORATORY SCREENING SERVICES  
Page 1 of 1

**VENDOR'S STATEMENT**

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WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 1 Addenda # \_\_\_\_\_ Addenda # \_\_\_\_\_

If None, please write NONE.

Technical Resource Management, Inc.  
d/b/a Norchem  
COMPANY NAME

4/10/2012  
DATE

Corporation  
TYPE OF ENTITY (CORPORATION,  
GENERAL PARTNERSHIP. ETC.)

86-0814590  
TAX IDENTIFICATION NUMBER

Arizona  
STATE OF INCORPORATION,  
IF APPLICABLE

P.O. Box 70,000  
ADDRESS

Amanda Gibbs  
SIGNATURE

Flagstaff, AZ 86003-7000  
CITY, STATE, ZIP CODE

Amanda Gibbs  
PRINTED SIGNATURE

(800) 348-4422  
TELEPHONE NUMBER

(928) 526-1777  
FAX NUMBER

Coconino County  
COUNTY

Treasurer  
TITLE (Corporate Office/Manager)

COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

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**CONTRACTOR:**

Technical Resource Management, Inc.  
d/b/a/ Norchem  
Company Name

4/10/2012  
Date

Amanda Gibbs  
Name (Print or Type)

  
Signature

Treasurer  
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

## **RFP**

### **2012.079 LABORATORY SCREENING SERVICES/ADAMS COUNTY**

Norchem Drug Testing is a provider of forensic substance abuse testing services nationwide and is certified by the College of American Pathologists (CAP-FUDT), The United States Department of Health and Human Services (CLIA), and is also accredited by the Texas DPS for forensic toxicology testing. Norchem, established 1995, is dedicated solely to substance abuse testing, primarily serving the Probation, Drug Court and Child Protective Service Agencies across the United States.

- Full, legal name: Technical Resource Management, Inc. dba Norchem
- Federal Identification Number: 86-0814590
- State of Incorporation: Arizona
- Date of Incorporation: October 20, 1995
- Customer Base: Approximately 1000 regular clients across 35 states, 85% of which are law enforcement agencies, social welfare agencies or third party administrators, and 15% of which are employers and health care agencies. Our customer agreements vary in size from 1200 samples per day to 1 sample per quarter. Norchem also provides collection staff or contract collection sites to clients requiring this service. We have been working with many of our customers since May of 1994.

#### **Address:**

PO Box 70,000  
Flagstaff, AZ 86004  
Phone: 800-348-4422  
Fax: 800-813-2404

Norchem currently provides laboratory testing services, (as well as collection and information management services), to a number of criminal justice agencies in several states. Building on this experience Norchem is confident it can provide a customized solution that will satisfy the needs Adams County Detention Facility.

#### **QUALIFICATIONS**

Norchem's client base is approximately 90% criminal justice/corrections facilities. Norchem follows strict procedures for performing drugs of abuse analysis. Our initial screening as well as our confirmation methods conforms to the most up to date and universally accepted procedures. We follow stringent guidelines for maintaining quality control. In addition to strict internal quality control measures, Norchem also participates in rigorous external quality control programs with the College of American Pathology (CAP), and the American Association of

Bioanalysts (AAB). Our Scientific Director, Dr. Andrew J. Fischinger, holds a Ph.D. in chemistry and has 25 years experience with toxicology.

Providing legally defensible results is a critical aspect of our customer service, considering the life-affecting decisions being made by most of our clients. Our scientists and highly trained customer service personnel are available every business day to answer your questions concerning interpretation of results, interfering substances, specimen adulteration and other technical questions.

#### SIMILAR CONTRACTS & CONTACT INFORMATION:

Colorado Division of Probation Services-Statewide Contract (since 2005)  
101 W. Colfax Ave Suite 500  
Denver, CO 80202  
Eric Philp  
303-837-3684  
[eric.philp@co.state.judicial.com](mailto:eric.philp@co.state.judicial.com)

Arapahoe County Sheriff's Department (since 2004)  
Alternative Sentencing Program  
7375 S. Potomac St. Pod 2  
Centennial, CO 80112  
Robin Williams  
720-874-3308

ACTC-Community Corrections (since 1998)  
3265 W. Girard Ave.  
Englewood, CO 80110  
303-761-7685  
David Gillardo

ICCS (since 2010)  
1651 Kendall St.  
Lakewood, CO 80214  
720-544-5557  
Kristin Heath

#### **Contract Start-up**

As Norchem is the current vendor, Norchem is able to make necessary test/panel and pricing changes, and forward appropriate COC/Test request forms within 1 week.

#### **Technical/Legal Assistance**

Norchem performs litigation assistance (for specimens tested within our laboratory) in a variety of ways. In-person expert testimony is available for \$500/day plus travel expenses. In addition, telephonic testimony is available for

\$100/hour and/or extensive litigation packets can be provided for \$40. Norchem's client service and laboratory staff can also be accessed via toll-free phone and are available to answer questions regarding results interpretations (including new use of THC), prescription drug cross reaction.

Norchem's client service staff are available to its customers Monday through Friday from 7:00 a.m. to 4:00 p.m. CST. Our toll free number is **800-348-4422**. During these hours, information can be obtained regarding technical issues, ordering supplies, adding tests to an existing specimen, or to find the status of results. Norchem also has a content rich website at [www.norchemlab.com](http://www.norchemlab.com) where you will find information about drugs, test methods, commonly asked questions, adulteration, our staff and our company. Finally, you may email questions anytime to [info@norchemlab.com](mailto:info@norchemlab.com) and we will promptly respond to your inquiry.

Norchem will automatically print alcohol, creatinine, and THC levels if positive on the result report. In addition to THC levels, the THC creatinine ratio will also be printed. The THC/Creatinine ratio MUST be used if determining new use of THC. This is provided at no additional charge.

#### **LOST CONTRACT-REBID**

Tarrant County CSCD  
200 W. Belknap  
Ft. Worth, TX 76196  
Michelle Keim  
[makeim@tarrantcounty.com](mailto:makeim@tarrantcounty.com)

Collin County CSCD  
1800 N. Graves St.  
Larry Pintar  
Phone: 972-548-3877  
Email: [Lpintar@co.collin.tx.us](mailto:Lpintar@co.collin.tx.us)

Dallas County (CSCD and Juvenile Probation)  
133 N. Riverfront Ave. 9<sup>th</sup> Floor  
Dallas, TX 75207  
Contact: Fidel Silva  
Phone: 214-653-5201  
Email: [fsilva@DallasCounty.org](mailto:fsilva@DallasCounty.org)

No legal action has been taken against Norchem since inception in 1994.

## **CERTIFICATION AND STAFF QUALIFICATIONS**

The College of American Pathologists  
Forensic Drug Testing Laboratory (CAP-FDT)  
LAP Number: 6913001

Department of Health and Human Services Health Care Financing  
Administration  
Clinical Laboratory Improvement Administration (CLIA)  
CLIA ID# 03D0936918

United States Drug Enforcement  
DEA#: RN 0210954

American Association of Bioanalysts (AAB)  
Participation #: 0500135

Commonwealth of Pennsylvania Department of Health  
Clinical Laboratory Permit #: 027246

State of Maryland Department of Health and Mental Hygiene  
Medical Laboratory Permit #:956

New York State Department of Health  
Clinical Toxicology-Comprehensive  
Forensic Toxicology Comprehensive

California-Clinical Laboratory  
Laboratory # COS-800145

Texas Department of Public Safety  
Forensic Toxicology Accreditation



American Correctional Association  
The Drug and Alcohol Testing industry  
National Association of Drug Court Professionals  
American Society of Clinical Pathologists (ASCP) #101431  
American Association of Clinical Chemists (AACC)  
Sigma XI, Honorary Scientific Fraternity  
Clinical Laboratory Management Association (CLMA)  
College of American Pathologists  
American Pathology Foundation  
American Medical Association  
American Association of Physicians and Surgeons



*Advancing Excellence*

**Accredited  
Laboratory**



## The College of American Pathologists

*certifies that the laboratory named below*

***Norchem Drug Testing***

***Flagstaff, Arizona***

***Andrew J. Fischinger, MT(ASCP), PhD***

LAP Number: 6913001

AU-ID: 1334964

*has met all applicable standards for accreditation and is hereby fully accredited by the College of American Pathologists' Forensic Drug Testing Accreditation Program. Reinspection should occur prior to May 22, 2013 to maintain accreditation.*

Accreditation does not automatically survive a change in director, ownership, or location and assumes that all interim requirements are met.

*Frank R Rudy*

Chair, Commission on Laboratory Accreditation

*Michael H. Bevan MD FRCR*

President, College of American Pathologists

## TRAINING

Norchem will provide training and materials for the interpretation of documented analysis results to all Jail Division personnel. Further, the Contractor will be expected to provide updates for the dissemination to supervisors and Court Services personnel with regard to any changes in interpretation methods or requirements necessary during the period of the contract. Training topics include:

- Specimen Collection
- Laboratory Certifications
- Adulteration/Cheating Techniques
- Dilution and creatinine
- Creatinine and determining new use of THC/Marijuana
- Results Interpretation
- ETG/ETS
- New Drugs

## LITIGATION/TESTIMONY ASSISTANCE

Norchem provides testimony assistance in a variety of forms. Telephonic/court testimony is available at \$50/hour (rounded in 15 minute increments), In-person expert witness testimony (\$500/day plus travel expenses) and detailed litigation packets (\$30.00). Norchem will provide 1 (one) in-person expert witness testimony if required at no charge.

## FACILITY NEEDS

**Supplies:** Norchem will provide requisition forms/labels, specimen bottles, temperature strips, and security seals and bags at no cost to (Adams County Detention) the Facility

**Delivery:** Contractor shall provide local courier service for specimen pick-up and overnight delivery of samples Norchem at no additional cost to the Facility. Specimens will be picked up via courier on a scheduled basis (i.e. Monday, Wednesday & Friday). If specimen volume reaches 500/month or greater, daily pick-ups will be provided.

**Reporting:** Norchem will report results via fax or via secure web log-in. Web results provide for results to be viewed, printed, downloaded, and sorted by date range, positive vs. negative, and/or donor/specimen name.

**Technical Support:** Norchem provides a toll-free number where staff can be reached (800) 348-4422. Norchem client service and laboratory staff may be reached 8AM-5PM Mountain Time. Information can be obtained regarding technical issues (including interpretation of new-use of THC), ordering supplies, adding tests to an existing specimen, or to find the status of results. Norchem also has a content rich website at [www.norchemlab.com](http://www.norchemlab.com) where you will find information about drugs, test methods, commonly asked questions, adulteration, our staff and our company. Finally, you may email questions anytime to [info@norchemlab.com](mailto:info@norchemlab.com) and we will promptly respond to your inquiry.

**Testing Nomenclature and Explained Methodology:** Upon award of contract, Norchem will provide a written glossary of terms involved in drug testing of urine and/or breath and provide an explanation written in lay terms of the methodology used to conduct testing (RIA vs. EIA etc.). The Contractors will also provide an explanation written in lay terms of their procedures with regard to confirmation of positive results and GC/MS retesting to include availability, when use is recommended, and cost.

**Specimen Retention:** Norchem stores all positive screens for 6 months in secure, locked freezer storage. All positive confirmations are stored (frozen) for 1 year.

**Confidentiality:** Norchem is a certified "FORENSIC" Laboratory by the College of American Pathologists (CAP-FDT). As such, Norchem is regulated in regards to specimen result security. Results are made know only to the account holder (i.e. Adams County Detention Facility. Norchem's result reporting processes (web and fax) are HIPAA compliant. Norchem computer systems are backed up on an hourly basis with tapes stored offsite every day and are safeguarded by bank quality 128bit SSL encryption to protect sensitive data. Authorized web result users (via secure user name and password) can access information from any computer with internet access from the office or out in the field

## TESTING PROCEDURES/PRICING

Norchem will test each specimen by immunoassay (IA). ETG's will be screened, and if positive will be automatically confirmed by LC/MS/MS for ETG and ETS (Levels provided) at no additional charge. All other drugs that screen positive, confirmation will be performed by request at an additional charge.

Test/Panel

7 Drug plus creatinine

(Alcohol, Amph/Methamphetamine, Barbiturates, Benzodiazepines, Cocaine, Opiates, and THC plus creatinine)

Price: \$4.80

7 Drug with ETG plus creatinine  
(ETG, Amph/Methamphetamine, Barbiturates, Benzodiazepines, Cocaine,  
Opiates, & THC plus creatinine)  
\$8.00

ETG (as separate test) by immunoassay, positives will be automatically  
confirmed for ETG and ETS by LC/MS/MS and levels provided.  
\$8.00

Spice/K2 by LC/MS/MS (test includes: JWH-018, JWH-010, JWH-073 AND JWH-  
250)  
\$22.00

**Additional test information:**

Norchem screens all specimens the day they are received. Results will be  
available the next **morning** following receipt. Confirmation results will be  
provided within 2 working days of request.

All screen tests include creatinine levels, levels for positive THC's and  
THC/creatinine ratios. Alcohol screens if positive includes a glucose/diabetes  
screen.

Norchem will test each specimen for creatinine and report the level. Abnormal  
results will be flagged (< 20 mg/dl). If the creatinine is less than 5 mg/dl, a  
specific gravity will also be performed. This service is provided at no additional  
charge

Norchem will automatically print alcohol, creatinine, and THC levels if positive on  
the result report. In addition to THC levels, the THC creatinine ratio will also be  
printed. The THC/Creatinine ratio **MUST** be used if determining new use of THC.  
This is provided at no additional charge.

Thank you for considering Norchem as your drug testing laboratory. Please  
contact me if you have questions, or require additional information.

RFP Contact:  
Joni Harris, MT(ASCP)  
Phone: (888) 378-8780  
Email: jonih@norchemlab.com