

# COUNTY OF TUOLUMNE

Departments of Social Services and Probation

Issued: 11/10/2021



## REQUEST FOR PROPOSALS (RFP)

Drug and Alcohol Screening and Confirmation Services

Deadline for Submission of Proposals:

**12/03/2021**

For an electronic version of this RFP, go to:

<http://www.tuolumnecounty.ca.gov>

*(Click on "Bids, RFPs & RFQs")*

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**SECTION ONE: ACTIVITIES AND TIMELINES**

ACTIVITY	DATE
• <b>Release of published RFP</b>	<b>11/11/2021</b>
• Advertise & Solicit RFP	<b>11/11/2021</b>
• Deadline for receiving all questions	<b>11/23/2021</b>
• Deadline for RFP responses to be received by County	<b>12/03/2021</b>
• Review Committee evaluates and ranks proposals	<b>12/06/2021-12/08/2021</b>
• Commencement of negotiation period	<b>12/13/2021-12/17-2021</b>
• Notice of contract award (Tentative)	<b>12/20/2021</b>
• Deadline for protests/appeals (Tentative)	<b>01/07/2022</b>
• <b>Contract executed (Tentative)</b>	<b>01/18/2022</b>

**SECTION TWO: GENERAL RFP SUMMARY**

The County of Tuolumne, through its Health and Human Services Agency’s Department of Social Services and Public Safety Agency’s Probation Department, hereinafter referred to as the “County,” is requesting proposals from licensed clinical laboratories interested in providing Drug and Alcohol Screening and Confirmation Services, including urinalysis testing confirmation services and all supplies and testing kits required to conduct such drug and alcohol testing.

California law and federal law provide specific employment restrictions for retirees and/or current County employees that desire to contract with the County.

*For CalPERS retirees:* if the work you will perform as a contractor is the same or similar to work you performed as an active employee or is work that is performed by active employees, it is most likely subject to the PERS retired annuitant restrictions, meaning the employment is disallowed and the County will not be able to enter into a contract with you.

*For current County employees:* California and federal law prohibit a current employee from contracting with its employer while being an active employee. If an employee is interested in becoming an independent contractor, the employee must consider separation from employment with the County, however, should the employee retire, he/she may be subject to the CalPERS retired annuitant laws. Should a current County employee respond to an RFP while in active employment status, the employee must separate from employment prior to award of the contract.

No County time is allowed to be used to prepare for or work on a response to a County RFP.

**SECTION THREE: PROGRAM BACKGROUND AND OVERVIEW**

The County monitors alcohol and drug use among male and female probationers (both adult and juvenile), Child Welfare Services clients, mental health clients, and alcohol and drug treatment program clients. Testing occurs at various County sites and occasionally in the field as needed and on an ongoing basis.

Collectively these programs utilize approximately 25,000 screening devices annually, and request lab confirmation of varying degrees for approximately 4,000 of the samples collected.

**SECTION FOUR: SCOPE OF SERVICES**

The County is requesting fixed pricing to provide urinalysis testing supplies and confirmation services as outlined in Attachment 2 and in accordance with the terms, conditions, and requirements contained herein. The urinalysis collection supply procurement and confirmation service shall be provided on as needed ongoing basis. The quantities that have been provided are estimates based on current annual usage and for evaluation purposes only. The County makes no specific guarantee of a minimum or maximum volume. The most commonly ordered tests and requirements are listed in Attachment 2. However, additional tests, not identified in this RFP, may be necessary during the contract period.

**SECTION FIVE: MINIMUM QUALIFICATIONS**

- A. All Proposers are required to register as a California business or documented Non-Profit in good standing and must submit a copy of their business's Secretary of State Statement of Information or Nonprofit status.
- B. All Proposers shall currently hold a State of California Department of Health Services Clinical Laboratory License.
- C. All Proposers shall currently hold a Centers for Medicare & Medicaid Services (CMS) Clinical Laboratory Improvement Amendments (CLIA) Certification of Compliance
- D. All Proposers shall currently hold a U.S. Department of Justice Drug Enforcement Agency Controlled Substance Registration Certificate if performing GC/MS drug confirmation testing.
- E. All required credentials shall be kept current throughout the contract term.
- F. Copies of each document shall be provided as an attachment to the bid submittal. Failure to provide a copy of these certificates may base the proposal to be deemed non-responsive.
- G. All Proposers must participate in a nationally recognized proficiency testing program and shall submit the results of all proficiency tests conducted over the last 12 months with their proposal.

**SECTION SIX: PROPOSAL PACKAGE REQUIREMENTS**

**A. PROPOSAL FORMAT**

Proposals are to be straightforward, clear, concise and responsive to the information requested. In order for proposals to be considered complete, proposers must provide all requested information.

Each proposer must submit a proposal in electronic form via link, e-mail with a PDF attachment or flash drives or via four (4) printed hard copies such that a committee of 4 may independently review the proposals. Staff will send a reply email upon receipt of the emailed proposal. If submitting electronically, and no reply is received, proposers must follow up with a phone call to verify the receipt of the emailed proposal.

**B. PROPOSAL ELEMENTS**

1. **Experience**

Provide a brief history of your company, including the number of years in business. State whether your organization is an individual proprietorship, partnership, corporation, or private nonprofit organization, and the date your company was formed or incorporated. Provide a statement as to any judgment, litigations, licensing violations, or other violations, outstanding or resolved, against your company in the past five (5) years.

2. **References**

Provide a list of at least three (3) customer references. Include the firm's name; the name, title, and telephone number of a contact person; the dollar amount of the Agreement; and the dates that these services were completed. Applicant may provide sample material of your company's work to substantiate your previous experience.

3. **Approach**

The Proposer's response shall clearly describe in detail how the Proposer will meet the requirements of this proposal and perform the scope of services listed in Attachment 2 of this RFP. Describe how your organization will approach providing services. Describe how your organization will integrate with the County, collaborating with staff in providing feedback for general assessment, planning, follow-up linkage, report, etc. Additionally, the response should provide any special or unique qualifications which the Applicant believes it possesses to meet the requirements of this proposal.

4. **Cost**

Applicants must include and clearly detail all costs, payment schedules, categorization of line items, and/or other related costs associated with your response. All responses must have a narrative providing a thorough and clear explanation of your costs. More details can be found in Attachment 3: Pricing and Compensation.

**SECTION SEVEN: RFP PROCESS**

**A. SUBMITTAL OF PROPOSALS**

Sealed proposals must be received at the Department of Social Services, **NO LATER THAN 12 p.m. on December 3, 2021.**

Each proposer must submit a proposal in electronic form via email, link or flash drives or via four (4) printed hard copies such that a committee of 4 may independently review the proposals.

**Proposals are to be sent electronically to:**

**Len De Groot**

[LDeGroot@co.tuolumne.ca.us](mailto:LDeGroot@co.tuolumne.ca.us)

**Or via flash drive and/or hard copy to:**

**Len De Groot, Staff Services Analyst**

County of Tuolumne Health and Human Services Agency  
20075 Cedar Road North

Proposals will be received only at the addresses shown above and must be received by the time indicated. It is the sole responsibility of the proposer to send or deliver its proposal so that it is received by the time and date required, regardless of postmark. Any proposal received after said time and/or date or at a place other than the stated address, cannot be considered and **will not be accepted**. Email timestamp will be considered the official timepiece for electronic submissions. The HHSA time stamp shall be considered the official timepiece for the purpose of establishing the actual receipt of physical proposals.

**B. SUBMITTER'S QUESTIONS**

Questions regarding the RFP must be submitted exclusively in writing to the County by **12 p.m. November 23, 2021**. Except for questions that might render the award of this contract invalid, the County will not respond to any questions submitted after this time. The County will use an addendum to the RFP to post any questions received, along with written responses, on the County website, [www.tuolumnecounty.ca.gov](http://www.tuolumnecounty.ca.gov), (click on "Bids, RFPs & RFQs" in the Business Section). **It is the responsibility of the proposers to check the County website to review the questions and responses.** Any oral responses to questions are not binding on the County.

Questions should be addressed to:

Drug and Alcohol Screening and Confirmation Services  
Request for Proposals (RFP)

County of Tuolumne  
Department of Social Services  
Attn: Len De Groot  
20075 Cedar Road North  
Sonora, CA 95370

-OR-

Email: [LDeGroot@co.tuolumne.ca.us](mailto:LDeGroot@co.tuolumne.ca.us)

**C. COSTS OF DEVELOPING THE PROPOSAL**

All costs incurred in the preparation of a proposal are the responsibility of each proposer and will not be reimbursed by the County.

**D. PROPOSAL TERMS AND CONDITIONS**

It is the responsibility of each proposer to be familiar with all of the specifications, terms and conditions of the RFP. By the submission of a proposal, the proposer certifies that if awarded a contract, proposer will make no claim against the County based upon ignorance of or misunderstanding of the specifications.

Each proposer shall submit its proposal with the understanding that the proposal will become a part of the official file on this matter and shall be subject to disclosure, if requested by a member of the public, following the completion of negotiations.

By submitting a proposal, each proposer certifies that all statements in this proposal are true. This constitutes a warranty, the falsity of which shall include the right, at the County's option, of declaring any contract made, as a result thereof, null and void. Proposals shall be completed, executed, and submitted in accordance with the instructions of this RFP. If a proposal is not submitted in the format specified in this RFP, it may be rejected, unless the County determines that the nonconformity is either a minor irregularity or that the defect or variation in the proposal is immaterial or inconsequential. The County may give the proposer an opportunity to cure any deficiency resulting from a minor irregularity or an immaterial or inconsequential defect, or County may waive such deficiency, whichever is most advantageous to the County.

The County cannot accept proposals from any individual who is currently employed with the County of Tuolumne (California Government Code §29708).

**E. SUCCESSFUL PROPOSAL AS PART OF CONTRACT SERVICES**

Proposals received in response to this solicitation, at the County's discretion, may be incorporated into the awarded contract and may serve as basic terms and conditions for the ultimate contract. Therefore, proposers are advised that, if successful, they will be

held responsible for levels of services proposed at the funding levels quoted. The County reserves the right to negotiate modifications or revisions to any awarded contract.

**1. EVALUATION OF PROPOSALS**

The objective is to perform a thorough and fair evaluation of submitted proposals and facilitate the selection of a contractor that best satisfies the County’s requirements. The following describes the evaluation process and associated components.

**2. SELECTION PROCESS**

- a. The County shall name, for the purpose of evaluating the proposals for this RFP, a Review Committee composed of representatives from the County. The County may also elect to include as part of the Review Committee qualified representatives from other agencies or entities.
- b. Proposal documentation requirements set forth in this RFP are designed to provide guidance to proposers concerning the type of information that will be used by the Review Committee. Proposers shall be prepared to respond to requests by the Review Committee for additional items deemed necessary to assist in the evaluation process.

**3. EVALUATION CRITERIA & SCORING**

- a. The Review Committee shall be responsible for performing the evaluations of each proposal. Each member of the Committee shall rate the proposers separately. The scores of each of the Committee members shall then be averaged to provide a total score for each of the proposers. The proposals shall be evaluated on the following categories and the maximum weight possible for each category is listed below:

<b>A.</b>	<b>Completeness of Proposal</b>	Pass/ Fail
<b>B.</b>	<b>Qualifications/References</b>	30%
<b>C.</b>	<b>Service Delivery/Methodology</b>	30%
<b>D.</b>	<b>Reasonable Cost of Service</b>  <i>When purchasing equipment or supplies, local vendors within Tuolumne County shall be given a 5% price preference. (TCOC § 2.24.050)</i>	40%

4. **AWARD**

Award will be made to the qualified proposer whose proposal will be most advantageous to the County, with price and all other factors considered. The County will negotiate with the highest ranked proposer to develop the scope of work and contract for mutual satisfaction.

If the County cannot successfully negotiate a contract with the highest ranked proposer, the County will terminate negotiations and begin negotiations with the next highest ranked proposer.

Proposers will receive mailed Award/Non-Award notification(s), which will include the name of the proposer to be awarded this contract.

Proposers are advised County reserves the following prerogatives:

- To reject any or all proposals;
- To consider historic information and fact, whether gained from the proposer's proposal or any other source, in the evaluation process; and
- The proposer is cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories and the County is under no obligation to solicit such information if it is not included with the proposal. Failure of the individual or firm to submit such information may cause an adverse impact on the evaluation of the proposal.

F. **OTHER REQUIREMENTS**

In order to contract with the County of Tuolumne, a proposer must meet the following requirements:

- Make available to the County its federal Tax Identification Number (TIN) or Social Security Number (SSN).
- Comply with all Federal, State and local rules, regulations and policies, including but not limited to:
  - Standard contract language of the County; and,
  - Insurance coverage to include worker's compensation, general liability, auto liability and professional liability, unless waived by the County.
- Meet the requirements for audit of its expenditures if required in the above documents.

G. **NON-DISCRIMINATION**

Non-Discrimination: The Contractor selected through this RFP shall provide services without discrimination based on race, creed, color, ethnic or linguistic identification, gender or sexual preference, disability or handicap or any other basis prohibited by law.

**H. PROTEST/APEAL PROCESS**

The following procedure is provided in the event that a proposer wishes to protest the RFP process or appeal the recommendation to award a contract for RFP once the Notices of Award/Non-Award have been issued.

- Any protest must be submitted in writing to Department of Social Services, 20075 Cedar Road North, Sonora, CA 95370 Sonora, CA 95370, Attention: Len De Groot
- The protest must be submitted before 12:00 PM of the tenth (10<sup>th</sup>) business day following the date of the Notice of Award.
- The protest must contain a complete statement of the basis for the protest. The protest must include the name, address, telephone number and e-mail address of the person representing the protesting party.
- The procedure and time limits are mandatory and are the proposer's sole and exclusive remedy in the event of a bid protest.

Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

Upon receipt of written protest/appeal, the Health and Human Services Director or designee will review and provide an opportunity to settle the protest/appeal by mutual agreement, will schedule a meeting to discuss or issue a written response to advise of an appeal/protest decision within five (5) business days of receipt of the appeal/protest.

**I. PUBLIC RECORDS ACCESS**

Proposers should be aware that submitted proposals are subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the proposers to clearly identify information in their proposals that they consider to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

All information regarding the proposals will be held as confidential until such time as the Review Committee has completed its evaluation and, or if, contract negotiations are complete.

<b>SECTION EIGHT: CONTRACT INFORMATION</b>
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**A. SAMPLE AGREEMENT**

A sample Agreement is attached to this RFP, which details all standard terms and conditions required by the County of Tuolumne.

**B. TERM/TERMINATION**

The term of the initial contract awarded under this RFP will be for one (1) year. By mutual agreement, this contract may be extended for four (4) years, under the following circumstances:

- The County receives adequate funding to extend program operations;
- The Contractor has achieved demonstrable success by meeting all of the contract's service requirements;
- The County continues to need the services purchased under this RFP;
- The Contractor is willing and able to modify the services provided to best meet the needs of the program as determined by the County.

The contract will be subject to termination by either party upon (30) days' advance, written notice of intent to terminate. The County may terminate the contract at any time, without written notice, upon a material breach of contract by the Contractor.

**C. FUNDING AVAILABILITY**

It is mutually agreed that if the County budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this program, the County shall have the option to either cancel this Agreement with no liability occurring to the County or offer an Agreement amendment to Contractor to reflect the reduced amount.

<b>SECTION NINE: ATTACHMENTS</b>
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**ATTACHMENT 1: COVER SHEET**

**Subject: PROPOSAL FOR DRUG AND ALCOHOL SCREENING AND CONFIRMATION SERVICES**

- This proposal is submitted for consideration of award under the Request for Proposal.
- I accept the terms and conditions contained in the Request for Proposal.
- I certify that all statements in this proposal are true.

**A. Proposal Format:**

Item		YES	NO
1.	One original electronic proposal delivered via email		
2.	OR... One original proposal marked "Original" plus 3 copies of the proposals. 12-point font is to be used. The "original" is to be either loose-leaf or in a three (3)-ring binder, <b>not</b> bound.		

**B. Proposal Package:**

Item		YES	NO
1.	Cover Sheet (signed) - Use Attachment 1		
2.	Qualifications / References		
4.	Service Delivery/Methodology		
5.	Cost of Service		

<b>AUTHORIZED SIGNATORY</b>			
Name (Printed)			
Signature			
Date			
Address			
Phone Number		Fax	
E Mail Address			

**As the Authorized Signatory, you will retain primary financial and legal responsibility for this contract, if awarded.**

**ATTACHMENT 2: SCOPE OF SERVICES**

1) GENERAL

- a) **Proposer** shall provide fixed pricing for shipping costs incurred to transport the samples from County collection sites and County Departments to the bidder's laboratory as well as firm pricing for drug and alcohol screening tests and gas chromatography/mass spectrometry (GC/MS) confirmation testing as specified herein. The shipping costs shall be inclusive of all mailers, boxes, and other packaging and all postage, shipping, or courier costs. Samples being shipped to the lab for confirmation services will originate out of Tuolumne County testing sites.
- b) **Proposer** must comply with California Penal Code Section 1330 and their chemists prepared to provide expert testimony in court. All chemists shall be qualified to testify as expert witnesses as to analysis and interpretation of results on urine drug and alcohol testing.
- c) **Proposer** may receive subpoenas for attendance of chemists or couriers for trials and hearings.
- d) **Proposer** shall be responsible for providing specimen transportation services either by courier or common carrier.
- e) **Proposer** shall provide both initial training at contract commencement and ongoing training for new County employees in the use of all instant-read products its supplies at no additional cost to the County.
- f) **Proposer** shall include a statement describing the procedures used in the collection, reporting, and documentation of samples from laboratory location(s). The chain-of-custody procedures for each specimen must be documented, ensuring that the specimen is never outside of a secure location, or accessible to anyone other than authorized personnel. US mail or a common carrier will be considered a secure form of transportation.
- g) **Proposer** shall ensure that its policies and procedures which govern the handling, storing, testing, and disposing of urine samples; disseminating results; and retaining samples in a manner that ensures confidentiality and accuracy adhere to US Department of Health and Human Services (DHHS) Standards. Chain of Custody requires that the party who offers real evidence must account for the custody of evidence from the moment it reaches his or her custody until the moment in which it is offered into evidence. DHHS standards require that the chain of custody procedures ensure that the results are correctly matched to the person who provides the specimen. Starting at the time of collection, a urine sample's chain of custody must be documented and protected.
- h) **Proposer** shall adhere to Federal Department of Health and Human Services' Scientific and Technical Guidelines for Federal drug testing programs (DHHS standards) for initial/presumptive drug screening and confirmation testing.
- i) **Proposer** shall provide minimum and maximum turnaround time for specimens being tested for samples. The maximum turnaround time for specimens being tested for illegal substances shall be no later than 7 days stored at room temperature. The maximum turnaround time for specimens being tested for alcohol shall be no later than 3 days stored at

room temperature or stored in a refrigerator.

- j) **Proposer** shall provide expert witness telephone testimony and court appearances (hourly rate, mileage, per diem, travel, etc). The expert testimony shall be given by individuals whose integrity cannot be impeached by virtue of any felony or serious misdemeanor conviction involving moral turpitude or drug-related charges, lack of appropriate experience and/or training, or a conflict of interest. Reimbursement for travel and per diem expenses shall not exceed the County rates in effect at the time of travel. It is the responsibility of the Contractor to notify its chemists, and /or couriers of any subpoenas and to make such staff available for consultation and testimony.
- k) **Proposer** shall provide an automated/web-based account management system for all confirmation services. Systems should allow remote log-in, client management components, confirmation result reporting, and other pertinent information relating to lab confirmation services.
- l) **Proposer** shall provide supplies used in the laboratory-based screening and County collection sites. Supplies and materials shall meet DHHS standards and be compatible with the testing protocols used by the Contractor including, but not limited to, standard (not-instant read) urine specimen containers, labels, packaging supplies, laboratory requisition forms, and any other supplies for collecting, transporting, or storing both lab-based and instant-read urine specimens.
- m) The County will purchase presumptive, instant-read, and other supplies at the contracted fixed rate.
- n) Instant-read test cups must be capable of being sealed and transported to a laboratory for lab-based initial/presumptive drug screening or Gas Chromatography/Mass Spectrometry (GC/MS) confirmation testing, and the contents (preservatives, reagents, etc.) must not prevent or impede the accuracy of such further analysis by qualified laboratories. Test sensitivity shall comply with the initial/presumptive testing cutoff levels as described below.
- o) Material Safety Data Sheets shall be provided for all instant-read products provided to the County.
- p) If Instant-read products have a shelf-life, the expiration date is to be clearly indicated on each package. No product shall be accepted by the County with a shelf life less than 3 months prior to the date of expiration. Should products be supplied to the County without meeting this standard, they shall be replaced at the vendor's expense.
  - i) Contractor shall conduct a laboratory-based initial/presumptive drug screening and/or GC/MS confirmation test on urine specimens submitted by the County, following the Federal Department of Health and Human Services' Scientific and Technical Guidelines for Federal Drug testing programs (DHHS) Standards for screening, confirmation testing, storage, and disposal. Alcohol testing shall be performed in accordance with the standards of performance in California Code of Regulations Title 17, Section 1220.1.
  - ii) Contractor shall provide pre-printed laboratory requisition forms to each County-based collection site and pick-up location
  - iii) Screen or confirm each specimen as indicated on the accompanying laboratory requisition form.
  - iv) Follow DHHS Standards in the provision of equipment and methodology to perform confirmation testing if the presumptive drug screening is positive for one or more

- substances. Positive specimens shall be subject to GC/MS confirmation only upon specific direction from the County.
- v) Follow DHHS standards in the provision of equipment and a procedure to store and freeze sufficient urine specimen after a positive initial/presumptive drug screening or confirmation test for any possible subsequent testing.
  - q) Initial/presumptive drug screening shall be done by an immunoassay. If requested, urinalysis screening for alcohol shall be provided using a method acceptable as evidence in California courts.
    - i) A 5-panel presumptive shall be available to the County for use
    - ii) A 10-panel presumptive shall be available to the County for us
  - r) All specimens sent for confirmation to the contracting laboratory shall be confirmed using GC/MS.
  - s) Contractor shall include specific gravity and creatinine testing in all initial presumptive screening, and in GC/MS confirmation for specimens that were not initially screened by the Laboratory and shall advise County of all diluted specimens.
  - t) Contractor(s) shall provide long-term frozen storage (-20 C or less) for positive specimens that may require re-test or further analysis. Unless otherwise authorized in writing by the County, the Contractor shall retain and place in properly secured long-term frozen storage for a minimum of 1 year all specimens reported positive adulterated, substituted, or invalid. Within this 1-year period, an agency may request the laboratory to retain the specimen for an additional period of time. If no such request is received from the County, the Laboratory may discard the specimen at the end of this 1-year period.
  - u) Test results shall be available via an automated/web-based specimen management system and accessible to County staff at any time. Final test results shall also be emailed to the County, to designated recipients.

**ATTACHMENT 3: PRICING AND COMPENSATION**

1. Contractor shall provide fixed pricing for all instant-read, presumptive materials/supplies, shipping, and confirmation services as detailed below. Additional items may be added as negotiated between the County and Contractor.

Type	Estimated Annual Quantity	Unit Price	Total Price
Shipping Costs	3,000 Specimens	\$ /specimen	\$
5-Panel Presumptive	6,000 Specimens	\$ /specimen	\$
10-Panel Presumptive	6,000 Specimens	\$ /specimen	\$
Instant-Read Test	6,000 Specimens	\$ /specimen	\$
Collection Supplies	12,000 Specimens	\$ /specimen	\$
Requisition Forms	12,000 Specimens	\$ /specimen	\$
GC/MS Confirmation per drug	3,000 Specimens	\$ /specimen	\$
ETG Confirmation	1,500 Specimens	\$ /specimen	\$
		<b>Total:</b>	\$

2. Quantity of 5-panel, 10-panel, and Instant-read tests is dependent on which type is selected as the primary screening tool by the County.
3. Contractor shall provide the County will a billing invoice within 10 working days after the close of the monthly billing cycle. Each invoice must include the following:
  4. Total Monthly charges submitted for payment per account
  5. Invoices shall be divided into separate accounts based on participants program allocation as recorded on the testing requisition forms, including, but not limited to:
    - a. Adult Probation
    - b. Juvenile Probation
    - c. Drug Court
    - d. CWS
    - e. DDC
    - f. Other
6. An itemized listing of services performed in the billing period that includes the following:
  - a. Participant's names in alphabetical or date order
  - b. Collection date
  - c. Result date
  - d. Result
  - e. Cost associated with each test
7. Compensation and pricing can be adjusted each year the parties opt to renew the agreement in the form of an amendment. All price adjustments shall be reviewed prior to renewal/extension and set for the contract period.

**ATTACHMENT 4: SAMPLE AGREEMENT**

**AGREEMENT FOR PROFESSIONAL SERVICES  
Drug and Alcohol Screening and Confirmation Services**

THIS AGREEMENT (“Agreement”) is made and entered into this 1<sup>st</sup> day of January 2022, by and between the County of Tuolumne, a political subdivision of the State of California, (“County”), and \_\_\_\_\_, a [INSERT TYPE OF COMPANY], (“Contractor”), pursuant to the following terms and conditions.

**W I T N E S S E T H:**

**1. TERM**

The term of this Agreement shall commence on January 1, 2022 and terminate on June 30, 2023 unless extended as provided by this Agreement.

This Agreement may be extended for four (4) extensions of one (1) year by written amendment signed by both parties.

**2. SERVICES**

Contractor shall perform [INSERT BRIEF DESCRIPTION OF SERVICES] as described in Exhibit A, “Scope of Work,” which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

**3. COMPENSATION**

Contractor shall be compensated for services performed in an amount not to exceed [INSERT \$ AMOUNT] per fiscal year. The Contractor’s hourly rates are listed in Exhibit B, “Cost Proposal.” The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

**4. INSURANCE**

A. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Coverage shall be at least as broad as:

- i. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

- ii. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- iii. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

- B. Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:
- i. Additional Insured Status. The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
  - ii. Primary Coverage. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
  - iii. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
  - iv. Waiver of Subrogation. Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
  - v. Self-Insured Retentions. Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

- vi. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- vii. Verification of Coverage. Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- viii. Special Risks or Circumstances. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- ix. Failure to Comply: Upon failure to comply with any of these insurance requirements, this Agreement may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.

## **5. HOLD HARMLESS/INDEMNIFICATION**

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the County.

If such indemnification becomes necessary, the County Counsel for the County shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the County. This indemnification clause shall survive the termination or expiration of this Agreement.

## **6. INDEPENDENT CONTRACTOR**

It is understood that Contractor, in the performance of the services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the County. Contractor shall obtain no rights to retirement benefits or other benefits which accrue to County's employees, and Contractor hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors, subcontractors hired or retained by the Contractor are performing in that capacity for and on behalf of the Contractor and not the County. The County shall not be obligated in any way to pay any wage claims or other

claims made against the Contractor by any such employee, agent, contractor or subcontractor, or any other person resulting from the performance of this Agreement.

## 7. ASSIGNMENT

This Agreement is for the professional services of the Contractor and it shall not assign, subcontract or sublet any part of this Agreement without the express prior written consent of County. Any assignment without the express prior written consent of the County is VOID.

## 8. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

**CONTRACTOR:**

[INSERT CONTACT INFO]

**COUNTY:**

[INSERT CONTACT INFO]

County of Tuolumne

2 South Green Street

Sonora, CA 95370

Fax: (209) 533-\_\_\_\_\_

## 9. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

All services performed by Contractor under this Agreement shall be in strict conformance with all applicable federal, state and/or local laws and regulations relating to confidentiality, including, but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 827, 5328, 10850 and 14100.2, Health and Safety Code sections 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations section 2.1 et seq.

As applicable, Contractor shall comply with the State of California's General Terms and Conditions GTC-610, effective 4/4/2017, incorporated herein by reference and made a part of this Agreement as if attached hereto. GTC-610 can be viewed at <https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINAL.pdf> Contractor shall also comply, as applicable, with the California Department of Social Services Exhibit D(F), which is attached hereto as Exhibit C and incorporated herein by reference.

## 10. NON-DISCRIMINATION

Contractor agrees that it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5 as amended; California Government Code section 12940 (c)(h)(1), (i) and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and **HEREBY GIVE ASSURANCE THAT** it will immediately take any measures necessary to effectuate this Agreement.

**THIS ASSURANCE** is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and **THE CONTRACTOR/COUNTY HEREBY GIVES ASSURANCE THAT** administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

**BY ACCEPTING THIS ASSURANCE**, the Contractor/County agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

**THIS ASSURANCE** is binding on the Contractor/County directly through contract, license, or other provider services, so long as it receives federal or state assistance.

## 11. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those

documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

## **12. ENTIRE AGREEMENT AND MODIFICATION**

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties, however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the [INSERT DEPARTMENT HEAD]. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

## **13. ENFORCEABILITY AND SEVERABILITY**

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

## **14. TERMINATION AND RIGHTS UPON TERMINATION**

- A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.
- B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.
- C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

## **15. NO WAIVER**

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

## **16. DISPUTES**

Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California.

## **17. CAPTIONS**

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

## **18. NUMBER AND GENDER**

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

## **19. MANDATORY AND PERMISSIVE**

"Shall" is mandatory. "May" is permissive.

## **20. SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

## **21. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual

signature and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

## **22. OTHER DOCUMENTS**

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

## **23. CONTROLLING LAW**

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

## **24. AUTHORITY**

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

## **25. NEGOTIATED AGREEMENT**

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

## **26. NO RELIANCE ON REPRESENTATIONS**

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

## **27. WARRANTY**

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well



Drug and Alcohol Screening and Confirmation Services  
Request for Proposals (RFP)

Exhibit A  
SCOPE OF WORK

Drug and Alcohol Screening and Confirmation Services  
Request for Proposals (RFP)

Exhibit B  
COST PROPOSAL

Drug and Alcohol Screening and Confirmation Services  
Request for Proposals (RFP)