



COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. 902769

for

Drug Testing Kits and Laboratory Services

For complete information regarding this project, see Request for Proposal (RFP) posted at [County of Alameda Procurement Portal](https://procurement.opengov.com/portal/acgov) [https://procurement.opengov.com/portal/acgov] or contact the County Thank you for your interest!

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General Services Agency (GSA) – Procurement

RESPONSE DUE

by

2:00 p.m.

on

September 11, 2026

through

Alameda County, GSA-Procurement

[County of Alameda Procurement Portal](https://procurement.opengov.com/portal/acgov)

<https://procurement.opengov.com/portal/acgov>

CALENDAR OF EVENTS

REQUEST FOR PROPOSAL No. 902769
DRUG TESTING KITS AND LABORATORY SERVICES

EVENT	DATE/LOCATION
Request Issued	August 13, 2026
Networking/Bidders Conference	August 18, 2026 @ 10:30 A.M. TO ATTEND ONLINE: RFP No. 902769 Bidders Conference Meeting ID: 233 860 186 256 4 Passcode: iy7BK6qe Dial in by phone +1 415-915-3950,,442351262# Phone conference ID: 442 351 262# Join on a video conferencing device Tenant key: alamedacountyca@m.webex.com Video ID: 116 114 575 4
Written Questions Due via the “Question & Answer” tab of this project in the County of Alameda Procurement Portal	August 19, 2026 by 5:00 p.m.
List of Attendees	August 20, 2026
Questions & Answers Issued	August 31, 2026
Addendum Issued [only if necessary to amend RFP]	August 31, 2026
Response Due and Submitted through County of Alameda Procurement Portal	September 11, 2026 by 2:00 p.m. Followed immediately by online Public Bid Opening which can be joined here: RFP No. 902769 Bid Opening Meeting ID: 258 135 927 607 453 Passcode: Dd7sc9oT Dial in by phone +1 415-915-3950,,775065680# Phone conference ID: 775 065 680#

	Join on a video conferencing device Tenant key: alamedacountyca@m.webex.com Video ID: 116 199 654 2
Evaluation Period	September 11, 2026 – October 16, 2026
Optional Vendor Interviews	Week of October 5, 2026
Notice of Intent to Award Issued	October 12, 2026
Board Consideration Award Date	November 17, 2026
Contract Start Date	January 24, 2027

NOTE: All dates are tentative and subject to change.

Alameda County Vendor Outreach

Wednesday, August 19, 2026 10:30 a.m. – 11:30 a.m. TO ATTEND ONLINE: <u>Vendor Outreach</u> Call-in: +1 415-915-3950 Conference ID: 504 517 635#	<i>COME MEET ALAMEDA COUNTY'S PROCUREMENT TEAM!</i> This public event is not specific to any RFQ, where vendors can speak with GSA professionals, get to know them, and learn more about contracting opportunities with the County. These are conducted on most Wednesdays. Dates and locations can be confirmed by checking at <u>Upcoming Events</u> <u>https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/</u>
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COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. 902769 SPECIFICATIONS, TERMS & CONDITIONS

for

DRUG TESTING KITS AND LABORATORY SERVICES

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ATTACHMENTS

EXHIBIT A **Bid Response Packet**

I. STATEMENT OF WORK

A. INTENT

It is the intent of these specifications, terms, and conditions to describe drug testing kits and laboratory services being requested by the County.

The County intends to award a three (3)-year contract (with the option to renew for two [2] years) to the Bidder selected as the most responsive and responsible Bidder whose response conforms to the RFP and meets the County's requirements.

B. SCOPE/BACKGROUND

The Alameda County Probation Department (ACPD) requires oral fluid and urine drug testing kits, alcohol testing kits and any laboratory services required for routine court-ordered testing. ACPD will administer the tests themselves. ACPD requires the primary testing method be of urine and oral tests to be a secondary option.

These tests will detect methamphetamine, amphetamine, ecstasy, cocaine, opiates, benzodiazepines, barbiturates, heroin, methadone, oxycodone, phencyclidine, propoxyphene, tri-cyclic anti-depressants, tetrahydrocannabinol, synthetic cannabinoids, morphine, and other substances as required. All testing laboratories will confirm positive results and/or test negative results with enzyme immunoassay (EIA), gas chromatography (GC), and/or gas chromatography/mass spectrometry (GC/MS) and/or liquid chromatography/tandem mass spectrometry (LC/MS/MS), to ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA). ACPD may require laboratory testing when confirmation of the on-site test result is needed.

C. BIDDER QUALIFICATIONS

1. BIDDER Minimum Qualifications

- a. Bidder must be regularly and continuously engaged in the business of providing laboratory testing supplies and services for at least five (5) years, which must be clearly stated or demonstrated in the bid response.
- b. Bidder must possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP. Unless noted otherwise in the RFP, including any Addendum, Bidder is not required to submit copies or verification of the permits, licenses and credentials; however, Bidder must provide such proof if requested by County.

D. SPECIFIC REQUIREMENTS

1. Contractor must provide reliable, timely, accurate, secure, and fully compliant drug testing supplies, laboratory confirmation services, and related support that ensure uninterrupted operations, preserve the integrity and admissibility of test results, maintain regulatory compliance and chain of custody, protect confidential information, and consistently meet the Alameda County Probation Department's operational, legal, and performance requirements throughout the contract term.
2. The laboratory used by the Contractor must have the following certifications (proof of these certifications must be included with bid submittal):
 - a. Clinical Laboratory Improvement Amendments (CLIA) certification, Certificate of Compliance (COC) or Certificate of Accreditation (COA) or Certificate of Waiver (CW);
 - b. California Department of Health Services Clinical Laboratory License; and
 - c. State of California certification to provide Alcohol, Methadone, Amphetamine (AMP), Cocaine (COC), Opiates (OP), Phencyclidine (PCP), Barbiturates (BAR), Ecstasy (MDMA), and Tetrahydrocannabinol (THC) testing or DEA Controlled Substance Registration Certificate for Analytical Labs.
3. Contractor must be able to provide a 24-hour turnaround time for supply orders and test results. ACPD may require a faster turnaround time under extenuating circumstances.
4. All laboratories responsible for testing specimens as a result of this RFP must possess and maintain a minimum of one or more of the following certifications/accreditations:
 - a. Substance Abuse and Mental Health Services Administration (SAMHSA);
 - b. Department of Health and Human Services, Clinical Laboratory Improvement Amendment (CLIA) of 1988;
 - c. College of American Pathologists (CAP). This certification must be maintained during the term of any contract that may arise out of this RFP.
5. Product Qualification Criteria: Both urinalysis on-site devices and oral fluid on-site devices must include, but are not limited to, the following:

- a. Device must not require any mixing of reagents or pretreatments/special handling of samples.
 - b. Test results must be easy to read and interpret decisively, without any need for subjective interpretation.
 - c. Device must not require refrigeration.
 - d. Drug testing cups must have a shelf life of at least 12 months from the date of manufacture when stored at room temperature.
 - e. Contractor must provide all supplies (i.e. specimen cups, labels, requisition forms, tamper-proof seals, etc.) required to perform on-site drug testing.
 - f. Device must be immunoassay-based on the principle of competitive binding.
 - g. Device must use colloidal gold technology or immunochromatographic technology.
 - h. Device must include built-in procedural controls that confirm sufficient specimen volume, adequate membrane wicking, and correct procedural technique.
6. Urinalysis On-Site Devices Minimum Criteria:
- a. Device must be an integrated all-in-one collection cup, test, and transport system, thus eliminating exposure to and handling of urine samples. Cups must be capable of detecting at minimum the following fifteen substances at or below the cut-off levels specified:
 - (1) Amphetamine (AMP) 1,000 mg/mL
 - (2) Alcohol 500 ng/mL
 - (3) Barbiturates (BAR) 300 mg/mL
 - (4) Benzodiazepines (BZO) 300 mg/mL
 - (5) Cocaine Metabolite (COC) 300 mg/mL
 - (6) Ecstasy (MDMA) 1,000 mg/mL
 - (7) Ketamine 100 ng/mL
 - (8) Medetomidine 750 ng/mL

- (9) Methamphetamines (M-AMP) 1,000 mg/mL
 - (10) Nitazenes 1,000 ng/mL or the manufacturer's validated screening cut-off for each detectable analogue
 - (11) Opiates (OPI) 2,000 mg/mL
 - (12) Oxycodone (OXY) 100 mg/ml
 - (13) Phencyclidine (PCP) 25 mg/ml
 - (14) Tetrahydrocannabinol (THC) 50 mg/mL
 - (15) Xylazine 500 ng/mL
 - b. Drug testing cups must be capable of producing test results within five (5) minutes.
 - c. Test results must be highly accurate and reliable, with performance data in the product insert demonstrating how the device compares to GC/MS test results.
 - d. Cup device must have built-in temperature strip to indicate validity of specimen.
 - e. Cup device must have built-in adulteration strip that tests for at minimum, three of the following: specific gravity and pH level, glucose and creatinine. The County would also prefer it to test for oxidants and nitrites.
 - f. Urinalysis on-site devices must have verified Federal Drug Administration (FDA) 510K clearance for commercial distribution. Bid responses must include a letter from the manufacturer certifying that the products they are offering passed the FDA-510K must be submitted. Failure to submit this certification may be grounds for disqualification.
7. Oral Fluid On-Site Devices Minimum Criteria:
- a. Device must be an integrated all-in-one collection test and transport system. Drug combinations per device are to be at or below the cut-off levels specified as follows:
 - (1) COC20/THC12/OPI40/MAMP50/AMP50/PCP10.
 - (2) COC20/THC12/OPI40/MAMP50/AMP50/PCP10/BZO10.

- (3) COC20/THC12/OPI40/MAMP50/AMP50.
- b. Contractor must specify available cut-off levels in each product offered as an attachment to the Description of the Proposed Testing Supplies. Contractor should provide and confirm the data.
 - c. Device must offer an indicator of proper sponge saturation and/or confirm optimal fluid collection amount for immediate results and subsequent laboratory confirmation, if needed.
 - d. Results from oral fluid device must be available in 10 minutes or less.
 - e. Results must be stable for a minimum of one hour.
- 8. Alcohol Products Saliva Test:
 - a. Contractor must provide an Instant Alcohol Saliva Test Strip that detects a saliva alcohol concentration (SAC) greater than 0.02% and must be an Ethyl Glucuronide (EtG) test.
- 9. Laboratory Drug and Alcohol Testing Services:
 - a. Multi-drug Comprehensive Panel testing with Gas Chromatography/Mass Spectrometry (GC/MS) Confirmation (Urine Lab Test).
 - b. Synthetic Cannabinoids (K2 / Spice Test).
 - c. Synthetic Stimulants (Bath Salts) to include Cathinone.
- 10. Laboratory Specifications: All laboratory services must include, but are not limited to, the following:
 - a. Contractor must collect and transport positive urine and oral fluid samples from Probation Department to the laboratory for verification testing.
 - (1) "Collection" must mean ACPD will collect the specimen and package it for shipment using contractor supplied (prepaid) specimen shipping container, pouches, or boxes addressed to the testing laboratory
 - (2) Contractor must coordinate the transportation of the urine and/or oral fluid (specimen) to the laboratory and must provide the transportation via overnight delivery.

- b. Contractor must provide toxicology analysis for drug abuse in human urine and/or human saliva.
- c. Upon request, Contractor must confirm test positive results and/or test negative results and issue a final report.
- d. Contractor must provide and maintain a secure, web-based reporting system that enables authorized County personnel to access, view, search, print, and download laboratory test results and related information throughout the term of the contract. At a minimum, the online reporting system must meet the following requirements:
 - (1) The system must be available twenty-four (24) hours per day, seven (7) days per week, except during scheduled maintenance periods, and must maintain a minimum system availability (uptime) of 99.5 percent. ACPD must be notified within twenty-four (24) hours of any system outage, service disruption, or other event that materially impacts system availability.
 - (2) Access to the system must be restricted to authorized County personnel through unique user accounts and secure authentication methods. Contractor must provide role-based access controls that limit user access based on assigned responsibilities.
 - (3) All data transmitted between the County and the Contractor's system must be encrypted using industry-standard encryption protocols. Contractor must maintain appropriate administrative, technical, and physical safeguards to protect confidential and protected information.
 - (4) The system must comply with the HIPAA, the Health Information Technology for Economic and Clinical Health (HITECH) Act, applicable California privacy laws, and all other applicable federal and State information security requirements.
 - (5) The system must provide the capability to:
 - (a) Search laboratory results by participant, specimen identification number, case number, collection date, test type, and other searchable fields, as applicable;
 - (b) View, print, and download laboratory reports in a commonly used electronic format (e.g., PDF);

- (c) Identify pending, completed, confirmed, and canceled laboratory tests;
 - (d) Display specimen collection, receipt, testing, and reporting dates and times;
 - (e) Display chain-of-custody status, where applicable; and
 - (f) Generate standard reports and export data in a format acceptable to the County.
 - (6) Contractor must maintain audit logs documenting user access, modifications, and system activity and shall make such logs available to the County upon request, as permitted by applicable law.
 - (7) Contractor must maintain all laboratory records and electronic reports in accordance with applicable federal and State record retention requirements and shall provide the County continued access to its records throughout the contract term.
 - (8) Contractor must notify the County within twenty-four (24) hours of becoming aware of any cybersecurity incident, unauthorized access, system outage, or data breach that affects or may affect County data or system availability. Contractor shall provide regular status updates until the issue has been resolved.
 - (9) Contractor must perform routine system maintenance in a manner that minimizes disruption to County operations and shall provide the County with advance notice of scheduled maintenance that may affect system availability.
 - (10) Contractor must provide technical support during normal business hours and emergency support for critical system outages that affect the County's ability to access laboratory results.
 - (11) Upon expiration or termination of the resulting contract, Contractor must provide the County, at no additional cost, with an electronic copy of all County-owned laboratory data and reports in a mutually agreed-upon format and shall securely dispose of County data remaining in Contractor's possession in accordance with applicable legal and contractual requirements.
- e. Contractor must ensure privacy under the HIPAA.

- f. Contractor must provide training on all aspects of the service at no additional cost including, but not limited to:
 - (1) Ordering procedures;
 - (2) Specimen collection and handling;
 - (3) Packaging for shipment;
 - (4) Specimen storage;
 - (5) Online reporting;
 - (6) Strict chain of custody procedures; and
 - (7) Training must either be in person or web-based.
 - g. Contractor must deliver routine supply orders within 24 hours after receipt of County order unless otherwise approved by the County. Initial laboratory screening results must be reported within 24 hours after laboratory receipt of specimen. Confirmatory laboratory testing requiring GC/MS or LC/MS/MS must be completed within 72 hours after laboratory receipt of specimen unless documented technical issues require additional analysis.
 - h. Gas chromatography/mass spectrometry (GC/MS) and/or liquid chromatography/mass spectrometry (LC/MS/MS) is required for all laboratory confirmation.
 - i. Contractor must provide all necessary supplies without cost. This includes prepaid overnight mailers, specimen labels, urine specimen bottles, chain of custody forms, and security seals.
 - j. Contractor must provide ongoing training to ACPD staff as needed, on the proper handling, administering, reading of tests, chain of custody procedures, and other related topics.
11. Warranty Requirements
- a. Contractor warrants:
 - (1) products free from defects
 - (2) products meet manufacturer specifications
 - (3) products meet FDA clearance

- (4) products are not expired
 - (5) replacement within five (5) business days
- 12. Performance Requirements. Contractor must perform all services in a manner that ensures timely, accurate, secure, and uninterrupted drug testing supplies and laboratory services that support the Alameda County Probation Department's operational and court-related requirements. Contractor performance will be continuously monitored by the County throughout the contract term.
 - a. General Performance
 - (1) Contractor must perform all services in accordance with the requirements of this RFP, applicable federal, State of California, and local laws and regulations, manufacturer recommendations, and accepted laboratory industry standards.
 - (2) Contractor must maintain all licenses, certifications, accreditations, permits, and registrations required to provide the products and services specified throughout the term of the contract.
 - (3) Contractor must provide qualified personnel possessing the education, training, certifications, and experience necessary to perform all required services.
 - (4) Contractor must designate a Contract Manager who will serve as the primary point of contact for all contract administration matters and shall have authority to resolve operational issues.
 - (5) Contractor must maintain sufficient staffing and inventory levels to ensure uninterrupted services throughout the contract term.
 - b. Product Availability and Delivery
 - (1) Contractor must maintain adequate inventory to fulfill all routine County orders without interruption.
 - (2) Contractor must deliver routine supply orders within twenty-four (24) hours after receipt of a County order unless otherwise approved by the County.
 - (3) Contractor must notify the County immediately, but no later than one (1) business day after becoming aware of any anticipated

inventory shortage, manufacturer backorder, product recall, or supply disruption that could affect contract performance.

- (4) No substitute product will be provided without prior written approval from the County.
- (5) Contractor must replace defective or damaged products at no additional cost to the County.

c. Laboratory Performance

- (1) Contractor must provide initial laboratory screening results within twenty-four (24) hours after receipt of specimens by the laboratory.
- (2) Laboratory confirmation testing requiring GC/MS and/or LC-MS/MS must be completed within seventy-two (72) hours after laboratory receipt of specimens unless documented technical circumstances require additional testing.
- (3) Contractor must immediately notify the County of any laboratory delays that may impact required turnaround times.
- (4) Contractor must maintain documented chain-of-custody procedures for all specimens transported to and processed by the laboratory.
- (5) Contractor must maintain laboratory quality assurance procedures to ensure the accuracy and reliability of all testing performed.

d. Information Security and Confidentiality

- (1) Contractor must maintain confidentiality of all County information and protected health information in accordance with the HIPAA, applicable California privacy laws, and all other applicable regulations.
- (2) Contractor must maintain secure electronic reporting systems utilizing password-protected user accounts, encryption of transmitted data, and role-based user access controls.
- (3) Contractor must immediately notify the County of any actual or suspected data breach, unauthorized disclosure, cybersecurity incident, or compromise affecting County information.

e. Customer Service

- (1) Contractor must respond to routine County inquiries within one (1) business day.
- (2) Contractor must acknowledge urgent operational issues within two (2) hours during normal business hours.
- (3) Contractor must resolve routine service issues within five (5) business days unless otherwise approved by the County.
- (4) Contractor must provide ongoing technical assistance and customer support throughout the contract term.

f. Training

- (1) Contractor must provide initial training prior to implementation covering all products, specimen collection procedures, chain of custody requirements, laboratory submission procedures, online reporting, and result interpretation.
- (2) Contractor must provide refresher training annually and additional training upon request when new products, procedures, or personnel changes occur.
- (3) All training must be provided at no additional cost to the County.

g. Business Continuity

- (1) Contractor must maintain a documented Business Continuity Plan and Disaster Recovery Plan designed to ensure uninterrupted laboratory services and product availability.
- (2) Contractor must immediately notify the County of any event that could significantly affect contract performance.
- (3) Contractor must implement contingency measures to minimize service interruptions and restore normal operations as quickly as possible.

h. Quality Assurance

- (1) Contractor must maintain a documented Quality Assurance Program covering all testing supplies, laboratory operations, specimen handling, reporting, and customer service.

- (2) Contractor must investigate all reported discrepancies or quality concerns and provide written corrective actions upon request by the County.
 - (3) Contractor must cooperate with County audits and quality reviews during normal business hours.
- i. Product Changes and Regulatory Compliance
 - (1) Contractor must notify the County at least thirty (30) calendar days prior to implementing any product, manufacturer, packaging, or testing methodology changes that may affect County operations.
 - (2) Contractor must immediately notify the County of any FDA safety notices, recalls, manufacturer advisories, or regulatory actions affecting products supplied under this contract.
 - (3) Contractor must remain compliant with all applicable CLIA, CAP, SAMHSA (if applicable), FDA, DEA, California Department of Public Health, and other applicable regulatory requirements throughout the contract term.
- j. Performance Monitoring and Corrective Action
 - (1) The County reserves the right to monitor Contractor performance throughout the contract term.
 - (2) If Contractor fails to meet any performance requirement, the County may require a written Corrective Action Plan identifying:
 - (a) The cause of the deficiency;
 - (b) Immediate corrective measures;
 - (c) Preventive actions to avoid recurrence; and
 - (d) The implementation schedule.
 - (3) Repeated failure to meet performance requirements may be considered a material breach of contract and may result in contract remedies as provided under the resulting agreement.
- k. Performance Standards

Performance Measure	Minimum Requirement
Order Accuracy	≥99%
On-Time Supply Delivery	≥98% of orders delivered within 24 hours
Initial Laboratory Screening Results	Within 24 hours of laboratory receipt
Confirmatory Test Results	Within 72 hours of laboratory receipt (unless documented technical exception)
Product Defect Rate	Less than 1%
Customer Service Response	Within 1 business day
Urgent Issue Acknowledgment	Within 2 hours
Monthly Reports	Submitted by the 10th calendar day of each month
Online Reporting System Availability	≥99.5% uptime (excluding scheduled maintenance)
Required Certifications	Maintained continuously throughout the contract term
Staff Training	Initial training and annual refresher training completed as required
Product Recall Notification	Within 24 hours of Contractor becoming aware
Corrective Action Plan Submission	Within 5 business days of County request

E. DELIVERABLES / REPORTS

1. Contractor must provide monthly reports regarding the tests conducted, containing the following information:
 - a. Total number of tests done;
 - b. Number of positive drug results; and
 - c. Breakdown of types of positive results by substance detected (i.e., THC, cocaine, PCP, etc.).
 - d. Number of confirmation tests
 - e. Average turnaround

- f. Delayed tests
 - g. Backorders
 - h. Invalid specimens
 - i. Chain of custody exceptions
2. ACPD reserves the right to modify or change the type of reporting requested and the frequency that the reports are required.

F. **BIDDERS CONFERENCE(S)/VENDOR OUTREACH**

1. The Bidders Conference(s) held on the date(s) specified in the Calendar of Events will have online conference capabilities for remote participation. Bidders can opt to participate via a computer with a stable internet connection (the recommended Bandwidth is 512Kbps) at:

[RFP No. 902769 Bidders Conference](#)

Meeting ID: 233 860 186 256 4

Passcode: iy7BK6qe

Dial in by phone

[+1 415-915-3950,,442351262#](#)

Phone conference ID: 442 351 262#

Join on a video conferencing device

Tenant key: alamedacountyca@m.webex.com

Video ID: 116 114 575 4

2. Vendor Outreach is usually conducted on Wednesdays at [Vendor Outreach Link](#) (Call-in: +1 415-915-3950; Conference ID: 504 517 635#). Dates and locations can be confirmed by checking at: [Upcoming Events](#) [<https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/>].
3. Information regarding the RFP will be presented during the conference(s). To get the best experience, the County recommends that Bidders who participate remotely use equipment with audio output such as speakers, headsets, or a telephone.
4. Bidders Conference(s) will be held to:
- a. Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships to participate in the contract(s) that may result from this RFP.

- b. Provide an opportunity for Bidders to request clarification on this RFP and ask specific questions about the project, goods, and services.
 - c. Provide the County with an opportunity to receive feedback related to this RFP.
- 5. The Bidders Conference(s) Attendees List will be released in a separate document.
- 6. Written questions submitted by the stated deadline will be addressed in a posted RFP Questions and Answers (Q&A) following the Bidders Conference(s). Should there be a need to amend or revise the RFP, an Addendum will be issued. Any verbal statements, including at any Bidders Conference(s) are not binding. Only the written documents will be binding.
- 7. Questions regarding these specifications, terms, and conditions are to be submitted in writing through the "Question & Answer" tab of this project in the [County of Alameda Procurement Portal](#) by 5:00 p.m. on the date specified in the Calendar of Events.
- 8. Attendance at the Bidders Conference(s) and Vendor Outreach are highly recommended but are not mandatory. Vendors who attend the Bidders Conference(s) will be added to the Vendor Bid List.

II. COUNTY PROCEDURES, TERMS, AND CONDITIONS

G. EVALUATION CRITERIA / SELECTION COMMITTEE

- 1. **Initial Evaluation (Completeness of Response and Debarment and Suspension).** All proposals will first be reviewed to determine if they pass the initial Evaluation Criteria (Section A), which are determined on a pass/fail basis.
- 2. **Evaluation by County Selection Committee.** All proposals that have passed the initial Evaluation Criteria will be evaluated by a County Selection Committee (CSC). The CSC may be composed of County staff and other parties that may have expertise or experience related to the goods or services that are being procured. The CSC will score the proposals according to the Evaluation Criteria set forth in this RFP. Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals will be within the sole judgment and discretion of the CSC.
- 3. **Unrealistic Bids.** Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical

knowledge or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFP.

4. **Price Discrepancy.** In the case of a discrepancy between the unit price and an extension, the unit price will be used for evaluation purposes.
5. **Evaluation Criteria Descriptions.** The items listed in the Evaluation Criteria should be considered as minimum requirements. All information contained in a proposal and presented in vendor interviews (if there are interviews) will be considered during the evaluation process and included in scoring within the appropriate Evaluation Criteria.
6. **Evaluation Scores.** Proposals will be evaluated and scored on the zero to five-point scale within each Evaluation Criteria below. Scores for all Evaluation Criteria (see the section below) will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a higher-weighted total will be deemed of higher quality than a proposal with a lesser-weighted total.
7. **Shortlist Process.** The evaluation process may include a two-stage approach including a preliminary evaluation of the written proposal and preliminary scoring to develop a shortlist of Bidders that will continue to the final stage of optional vendor interview, and reference checks. The preliminary scoring will be based on the total points, excluding any points allocated to references, and optional vendor interview. The five (5) Bidders receiving the highest preliminary scores may advance to the next evaluation phase. All other Bidders will be deemed eliminated from the process. All Bidders will be notified of the shortlist participants; however, the preliminary scores at that time will not be communicated to Bidders.
8. **Reference Checks.** The County reserves the right to conduct reference check(s) on all Bidders who submitted a bid proposal. The CSC will then score the reference check(s), as identified in the Evaluation Criteria below, which will then be included in the final score.
9. **Optional Vendor Interviews.** The County may in its sole discretion, conduct vendor interviews. Should the County opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the CSC regarding the Bidders' proposal. Whether or not a shortlist process is used, the score of any evaluation criterion below may be revised or informed based on the vendor interview.
10. **Final Score.** The final maximum score for any procurement is 550 points, including the possible 50 points for local and small, local and emerging, or local preference points (maximum 10% of the final score; derived from 5% for local

preference and 5% for either Small and Local or Emerging and Local preference). Proposals will be ranked by their final scores.

- a. Without Vendor Interview. In procurements where there are no vendor interviews, the score received by the evaluation of the written proposal with the references score added will be the final score.
- b. With Vendor Interview. In procurements where there are vendor interviews, the CSC will consider the interview and may adjust the scores received by the evaluation of the written proposal which, with the reference scores added, will be the final score.

11. **Contact During Evaluation Process.** All contact during the evaluation phase must be through the GSA-Procurement department only. Bidders must neither contact nor lobby CSC during the evaluation process. Attempts by Bidders to contact and/or influence members of the CSC may result in disqualification of Bidders.
12. **Determining Award.** As a result of this RFP, the County intends to award a contract to the highest-ranked responsible Bidder(s), as determined by the combined weight of the Evaluation Criteria, whose response conforms to the RFP and whose bid presents the greatest value to the County considering all Evaluation Criteria. The combined weight of the Evaluation Criteria is greater in importance than the cost in determining the best value to the County. The County may award a contract of higher qualitative competence over the lowest priced response.
13. The zero to five-point scale range is defined as follows:

Score	Rating	Description
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. If the unmet specification is a mandatory requirement, this score may result in the disqualification of the proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFP.
2	Fair	Has a reasonable probability of success; however, some objectives may not be met.
3	Average	Acceptable and likely to achieve all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on the interpretation of the proposal by CSC.

4	Above Average / Good	Better than that which is average or expected as the norm. Excellent probability of success in achieving all objectives of the RFP requirements and expectations.
5	Excellent / Exceptional	Exceeds expectations, is very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success in achieving all objectives and meeting RFP specifications.

14. The Evaluation Criteria and their respective weights are as follows:

<i>Criteria</i>	<i>Description</i>	<i>Weight</i>
A1.	Completeness of Response: Responses to this RFP must be complete. Responses must address all the requirements identified within this RFP and all related documents, including any Addenda. Failure to meet the Bidder Minimum Qualifications may also be considered an incomplete response and may result in the disqualification of the Bidder.	Pass/Fail
A2.	Debarment and Suspension: Bidders, its principal, and named subcontractors are not identified on the list of Federally debarred, suspended, or other excluded parties located at www.sam.gov/SAM .	Pass/Fail
B.	Cost: The points for Cost will be computed by dividing the amount of the lowest responsive and responsible bid received by each Bidder's total proposed cost. Cost evaluation points may be adjusted by considering: - Reasonableness (i.e., how well does the proposed pricing accurately reflect the Bidder's effort to meet requirements and objectives?). - Realism (i.e., is the proposed cost appropriate to the nature of the products and/or services to be provided? Is the price affordable to the County, including if costs exceed any budget contained in the RFP?).	20 Points
C.	Description of Proposed Services: Proposals will be evaluated considering the RFP specifications and the questions below:	

	1. How well does the Bidder demonstrate a comprehensive understanding of the County's operational, legal, regulatory, and technical requirements, and provide an approach that meets or exceeds the requirements of the RFP? 2. To what extent does the proposed methodology for supplying testing products, laboratory confirmation services, chain of custody, reporting, training, customer support, and implementation demonstrate the ability to provide reliable, accurate, timely, and uninterrupted services? 3. How effectively does Bidder describe quality assurance processes, performance monitoring, corrective action procedures, business continuity planning, inventory management, and risk mitigation to ensure consistent contract performance? 4. How well does Bidder's online reporting system, information security measures, data management, and cybersecurity approach support the County's operational and confidentiality requirements? 5. How well does Bidder's proposed services demonstrate their ability to successfully achieve the County's desired performance outcomes throughout the contract term?	30 Points
D.	Relevant Experience: Proposals will be evaluated, including considering the RFP specifications and the questions below: 1. To what extent does the Bidder demonstrate successful experience providing comparable drug testing supplies and laboratory services for public agencies, probation departments, correctional agencies, courts, or similarly regulated organizations? 2. How comparable are Bidder's previous projects in terms of size, scope, complexity, regulatory requirements, and service levels to those required under this RFP? 3. How well does the proposal demonstrate successful performance in meeting laboratory turnaround	20 Points

	times, maintaining chain of custody, regulatory compliance, and customer service expectations? 4. To what extent do Bidder's references, performance history, and documented outcomes demonstrate successful long-term contract performance and customer satisfaction? 5. How well does Bidder's previous experience demonstrate the ability to successfully perform this contract with minimal performance risk?	
E.	Qualifications & Organizational Capacity: Proposals will be evaluated, including considering the RFP specifications and the questions below: 1. To what extent does the Bidder demonstrate that the Bidder and proposed laboratory possess and maintain all licenses, certifications, accreditations, and regulatory approvals required by the RFP? 2. How well does the Bidder demonstrate that the Bidder has qualified personnel, organizational resources, and operational capacity necessary to successfully perform the contract? 3. To what extent does the Bidder demonstrate compliance with applicable federal and State regulatory requirements governing drug testing, laboratory services, privacy, and information security? 4. How well does the Bidder demonstrate the Bidder's ability to maintain required certifications, staffing, and operational capabilities throughout the contract term? 5. How well does the Bidder demonstrate they possess the organizational qualifications and credentials necessary to successfully perform the required services?	20 Points
F.	References (See Exhibit A – Bid Response Packet)	10 Points
G.	Vendor Interview Should the County opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the CSC regarding the Bidder's	Vendor Interview may be used to

	proposal. Whether or not a shortlist process is used, the scores of any evaluation criterion above may be revised or informed based on the vendor interview.	revise / inform scores of criteria above
	SMALL LOCAL EMERGING BUSINESS PREFERENCE	
	<i>Local Preference:</i> Points equaling 5% of Bidder's total score for the above Evaluation Criteria will be added. This will be the Bidder's <u>final score</u> for purposes of award evaluation.	5%
	<i>Small and Local or Emerging and Local Preference:</i> Points equaling 5% of Bidder's total score for the above Evaluation Criteria will be added. This will be the Bidder's <u>final score</u> for purposes of award evaluation.	5%

I. CONTRACT EVALUATION AND ASSESSMENT

1. During the initial 120-day period of any contract awarded, the County may review the proposal, the contract, any goods or services provided, and/or meet with the Contractor to identify any issues or potential problems.
2. The County reserves the right to determine, at its sole discretion, whether:
 - a. The Contractor has complied with all terms of this RFP and the contract; and
 - b. Any problems or potential problems with the proposed goods and/or services were evidenced, which makes it unlikely (even with possible modifications) that such goods and/or services have met or will meet the County requirements.
3. If, as a result of such determination, the County concludes that it is not satisfied with the Contractor's performance under any awarded contract and/or Contractor's goods and services as contracted for therein, the Contractor may be notified that the contract is being terminated. The Contractor must be responsible for returning County facilities to their original state at no charge to the County. The County will have the right to invite the next qualified Bidder(s) to enter into a contract. The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so. The County's right to go to the next qualified Bidder(s) and/or rebid is not limited by the award of a contract or the 120-day period.

J. NOTICE OF INTENT TO AWARD

1. At the conclusion of the RFP response evaluation period, all Bidders will be notified in writing by email or US Postal Service mail of the contract award recommendation, if any, by GSA-Procurement. The document providing this notification is the Notice of Intent to Award/Non-Award.

The Notice of Intent to Award/Non-Award will provide the following information:

- a. The name(s) of the Bidder(s) being recommended for contract award;
and
 - b. The names of all other parties that submitted proposals.
2. The submitted proposals will be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be considered by the Board of Supervisors.

K. BID PROTEST / APPEALS PROCESS

The County of Alameda prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that Bidders wish to protest the bid process or appeal the recommendation to award a contract once the Notices of Intent to Award/Non-Award have been issued. Bid protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by the County.

1. Any bid protest must be submitted in writing by 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the Notice of Intent to Award/Non-Award, not the date received by the Bidder. The bid protest must be submitted to the office that has been designated for review of protests for this procurement (the Protest Evaluator). For this procurement, the Protest Evaluator is:

GSA—Office of Acquisition Policy
ATTN: Contract Compliance Officer
1401 Lakeside Drive, 10th Floor, Oakland, CA 94612
Email: GSA-BidProtests@acgov.org

A bid protest received after 5:00 p.m. is considered received as of the next calendar day. A protest received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the Notice of Intent to Award/Non-Award will not be considered under any circumstances by the Protest Evaluator or their designee.

Generally, the County will promptly send an email acknowledging receipt of the protest; it is the responsibility of the protestor to confirm that the protest was timely received.

- a. The bid protest must contain a complete statement of the reasons and facts for the protest.
 - b. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - c. The protest must include the name, address, email address, and telephone number of the person submitting the protest on behalf of the protesting party.
 - d. The Contract Specialist will send a notification to Bidders if a protest is received.
2. The Protest Evaluator, or their designee, will review and evaluate the protest and issue a written decision. The Protest Evaluator may, at its discretion, do any of the following: investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest must be final prior to the Board hearing.

A notification of the decision will be communicated by email and/or US Postal Service mail to the protestor. Notification will be provided to Bidders when a decision has been made on the protest and whether or not the recommendation to the Board of Supervisors in the Notice of Intent to Award/ Non-Award will stand.

3. The decision on the bid protest by the Protest Evaluator may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Email: OCCR@acgov.org, unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose bid is the subject of the protest, all Bidders affected by the Protest Evaluator's decision on the protest, and the protestor have the right to appeal if they feel the Protest Evaluator's decision is incorrect. All appeals to the Auditor-Controller's OCCR must be in writing and submitted within SEVEN (7) calendar days following the issuance of the decision, not the date the decision is received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next calendar day. An appeal received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the decision by the Protest Evaluator will not be considered under any circumstances by the Auditor-Controller OCCR or their designee.

- a. The appeal must specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
 - b. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR must be limited to a review of the procurement process to determine if the contracting department materially erred in following the bid or, if applicable, County contracting policies or other laws and regulations.
 - c. The appeal to the OCCR must be limited to the grounds raised in the original protest and the written decision by the Protest Evaluator. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal.
 - d. The Auditor's Office may overturn the results of a bid process for ethical violations by Procurement staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest.
 - e. The finding of the Auditor-Controller's OCCR is the final step of the appeal process. A copy of the finding of the Auditor-Controller's OCCR will be furnished to the protestor.
 - f. The finding on the appeal must be issued before a recommendation to award the contract is considered and contract awarded by the Board of Supervisors.
4. The procedures and time limits set forth in this section are mandatory and are each Bidder's sole and exclusive remedy in the event of a bid protest. A Bidder's failure to timely complete both the bid protest and appeal procedures will be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, will constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

L. TERM / TERMINATION / RENEWAL

1. The contract term, which may be awarded pursuant to this RFP, will be three (3) years.
2. By mutual agreement, any contract, which may be awarded pursuant to this RFP, may be extended for an additional two (2) years.

3. The County has and reserves the right to suspend, terminate or abandon the execution of any work, services and/or providing of goods by the Contractor without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, services and/or providing of goods, the Contractor will be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. The County may terminate the contract at any time for cause without written notice upon a material breach of contract or substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, the County reserves the right to seek any and all damages from the Contractor. In the event of such termination, with or without cause, the County reserves the right to invite the next highest-ranked Bidder to enter into a contract or rebid the project if it is determined to be in its best interest to do so.

M. BRAND NAMES AND APPROVED EQUIVALENTS

1. Any references in this RFP, including Addendum and other documents, to manufacturers' trade names, brand names, and/or catalog numbers are intended to be descriptive but not restrictive unless otherwise stated and are intended to indicate the quality level desired. Unless otherwise noted, Bidders may offer any equivalent product that meets or exceeds the specifications; however, if the County, in its sole discretion, determines the product proposed is not equivalent, the Bid may be disqualified, or a lower score awarded by the CSC. Bids based on equivalent products must:
 - a. Clearly describe the alternate offered and indicate how it differs from the product specified; and
 - b. Include complete descriptive literature and/or specifications as PDF attachments to the online bid submission as proof that the proposed alternate will be equal to or better than the product named in this RFP.
2. The County reserves the right to be the sole judge of what is equal and acceptable. It may require Bidders to provide additional information and/or samples or disqualify the bid proposal.
3. If Bidders do not specify otherwise, it is understood that the referenced brand will be supplied.

N. QUANTITIES

Quantities listed herein are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

O. PRICING

1. All pricing as quoted will not increase, but except as noted below, remain fixed and firm for the term of any contract that may be awarded as a result of this RFP.
2. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such a lower price will be extended to the County.
3. Reasonable price increases or decreases for subsequent contract terms may be negotiated between Contractor and County after completion of the initial term.
4. Taxes and freight charges:
 - a. All prices are to be Freight On Board (F.O.B.) destination. Any freight/delivery charges are to be included in the bid price.
 - b. The County is soliciting a total price for this project. The price(s) quoted must be the total cost the County will pay for this project, including all taxes (excluding Sales and Use taxes) and all other charges.
 - c. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by the County, will be paid by the County unless expressly included and itemized in the bid proposal.
 - d. Amount paid for the transportation of property to the County of Alameda is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Alameda County as such papers may be accepted by the carrier as proof of the exempt character of the shipment.
 - e. Articles sold to the County of Alameda are exempt from certain Federal excise taxes. If applicable, and upon request, the County will furnish an exemption certificate.
5. All prices quoted must be in United States dollars.
6. Price quotes must include any and all payment incentives available to the County.
7. In the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension, and the Bidder must honor the unit price quoted.

8. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.

P. AWARD

1. Most Responsive and Responsible Bidder(s)
 - a. The award will be made to the highest-ranked Bidder(s) who meet the requirements of these specifications, terms, and conditions.
 - b. Awards may also be made to the subsequent highest ranked Bidder(s) who will be called in order should the County need to contract with another Bidder(s).
 - c. An award will be recommended for the Bidder(s) that submitted the proposal(s) that best serves the overall interests of the County by attaining the highest overall point score. The award may not necessarily be made to the Bidder(s) with the lowest price.
2. Small Local Emerging Business (SLEB) Program
 - a. Small and Emerging Locally Owned Business: The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services.
 - b. As a result of the County's commitment to advancing the economic opportunities of these businesses, **Bidders must meet the County's Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.** These requirements can be found online at:
 - (1) [Alameda County SLEB Program Overview](http://acgov.org/auditor/sleb/overview.htm)
[<http://acgov.org/auditor/sleb/overview.htm>]; and
 - (2) [Alameda County SLEB Program Additional Information](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)
[<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]
 - c. For purposes of this procurement, applicable industries include, but are not limited to, the following North American Industry Classification System (NAICS) Code(s):621511 and 541380.
 - d. A small business is defined by the United States Small Business Administration (SBA) as having no more than the number of employees

or average annual gross receipts over the last three years required per SBA standards based on the small business's appropriate NAICS code.

- e. An emerging business is defined by the County as having either annual gross receipts of less than one-half that of a small business OR having less than one-half the number of employees AND that has been in business less than five years.
- f. If a Bidder is certified by the County as either a small and local or an emerging and local business (SLEB), the County will provide up to 5% bid preference for procurements over \$25,000.
- g. If a Bidder is located within Alameda County, the County may provide a 5% local bid preference.

3. County Rights

- a. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP, including Exhibits and any Addendums, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity will be made solely at the discretion of the County.
- b. Any bid proposals that contain false or misleading information may be disqualified by the County.
- c. The County reserves the right to award to a single or multiple Contractors.
- d. The County reserves the right to conduct additional procurements for the same or similar goods and/or services or to award to additional contract(s), including to other Bidder(s), during the term of the contract if it determines that additional Contractors are needed to supplement goods and/or services being provided.
- e. The County has the right to decline to award this contract or any part thereof for any reason.

4. Procedures

- a. Board approval to award a contract is required.

- b. A contract must be fully executed by the recommended awardee and the County prior to any services and goods being provided or work being performed.
- c. The County uses its Standard Services Agreement terms and conditions for purchases and services. Any terms that are not acceptable to a Bidder must be identified on the [Exceptions and Clarifications](#) form in Exhibit A - Bid Response Packet. Bidder may access a copy of the Standard Services Agreement template at:

[Alameda County Standard Services Agreement Template](#)

[\[https://acgovt.sharepoint.com/:b:/s/GSADigitalLibrary/IQCjVXq3dT-NSaAUGCoWR-gjAbTNIS-exDZplo3UsNGxtOs?e=YoJGo3\]](https://acgovt.sharepoint.com/:b:/s/GSADigitalLibrary/IQCjVXq3dT-NSaAUGCoWR-gjAbTNIS-exDZplo3UsNGxtOs?e=YoJGo3)

The template contains minimal standard language and specific contract terms, including the scope of services that may be drafted and negotiated based on this RFP and the bid proposal(s).

- d. The RFP specifications, terms, conditions, Exhibits, RFP Addenda, and Bidder's proposal may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

Q. METHOD OF ORDERING

- 1. A written Purchase Order (PO) will be issued after an executed contract and Board approval. If there is any conflict in terms of any PO and the executed contract, the contract will control, even if a PO is issued later. Payment cannot be made to any Contractor until a PO is issued.
- 2. POs and payments for goods and/or services will be issued only in the name of the Contractor, as identified on the contract.
- 3. The Contractor must adapt to changes to the method of ordering procedures as required by the County during the term of the contract.
- 4. Any change orders must be agreed upon in writing by Contractor and County and issued as needed by County.

R. WARRANTY

- 1. Bidder expressly warrants that all goods and/or services to be furnished pursuant to any contract awarded arising from the proposal will conform to the descriptions and specifications contained herein, in the submitted proposal, and in supplier catalogs, product brochures, and other representations, depictions or models, and will be free from defects, of merchantable quality, good material, and workmanship. Bidder expressly warrants that all goods and/or services to

be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty must survive any inspections, delivery, acceptance, or payment by the County. Bidder warrants that all goods and/or work and/or services furnished hereunder will be guaranteed for a period of one (1) year from the date of acceptance by the County.

S. INVOICING

1. Contractor must invoice the requesting department, unless otherwise directed by County, upon satisfactory receipt of goods and/or performance of services.
2. County will use reasonable efforts to make payment within 30 days following receipt and review of invoice and complete satisfactory receipt of goods and/or performance of services.
3. County will notify the Contractor of any adjustments or corrections that must be made to receive payment on an invoice.
4. Invoices submitted by the Contractor must contain the County PO number, invoice number, remit to address, itemized goods and/or services description, and price as quoted and must be accompanied by an acceptable proof of delivery and any other information requested by the County.
5. Contractor must utilize a standardized invoice format upon request.
6. Invoices must be issued by, and payments made to, the Contractor who is awarded a contract.
7. The County will pay the Contractor, after receipt and approval of an invoice, monthly or as agreed upon, not to exceed the total contract amount. The County will not pay for goods and/or services in advance.
8. In the event the Contractor's performance and/or deliverable goods have been deemed unsatisfactory by a review committee, the County reserves the right to withhold future payments until the performance and/or deliverable goods are deemed satisfactory.

T. ACCOUNT MANAGER / SUPPORT STAFF

1. The Contractor must provide dedicated support staff to be the primary contact for all issues regarding the response to this RFP and any contract which may arise pursuant to this RFP.
2. Contractor must also provide adequate, competent support staff that will be able to service the County during normal working hours, Monday through Friday, or as otherwise identified in this RFP. Such representative(s) must be

knowledgeable about the contract, products, and/or services offered and able to identify and resolve quickly any issues, including but not limited to order and invoicing problems.

3. Contractor must provide a dedicated, competent account manager who will be responsible for the County account/contract and receive all orders. Contractor account manager must be familiar with County requirements and standards and work with the Alameda County Probation Department to ensure that established standards are adhered to. This includes keeping the County Contract Administrator informed of department requests as needed.

III. INSTRUCTIONS TO BIDDERS

U. COUNTY CONTACTS

1. GSA-Procurement is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the GSA-Procurement department only. Any communication regarding this RFP with other County personnel may result in disqualification.

2. The evaluation phase of the competitive process will begin upon receipt of sealed bid proposals and continue until a contract has been awarded.

3. Contact Information for this RFP:

C. Chan, Procurement & Contracts Specialist
Alameda County, GSA-Procurement
1401 Lakeside Drive, 10th Floor
Oakland, CA 94612
Email: C.Chan@acgov.org
Phone: (510) 208-9623

4. The GSA Contracting Opportunities website and [County of Alameda Procurement Portal](https://procurement.opengov.com/portal/acgov) will be the official notification posting place of all bid documents related to this RFP. Each Bidder is responsible for checking the website for any Addendums and other notices related to this RFP. Go to [Alameda County Current Contracting Opportunities](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) [https://gsa.acgov.org/do-business-with-us/contracting-opportunities/] and [County of Alameda Procurement Portal](https://procurement.opengov.com/portal/acgov) [https://procurement.opengov.com/portal/acgov] to view the posting for this RFP and other current contracting opportunities..

V. SUBMITTAL OF PROPOSALS

1. Document Submittal

- a. All proposal documents must be completed, successfully uploaded, and submitted online through [County of Alameda Procurement Portal](#) BY 2:00 p.m. on the due date specified in the Calendar of Events. The County strongly recommends uploading early; technical difficulties in downloading/submitting documents through the [County of Alameda Procurement Portal](#) will not extend the due date and time. No hardcopy, email (electronic), or facsimile proposals will be considered.
 - b. Bidders **must** submit an electronic version of their proposal in a PDF file, preferably a single file if 20 MB or less.
 - c. The submitted proposal must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
 - d. In whole or in part, proposal responses are NOT to be marked confidential or proprietary. The County may refuse to consider any proposal or part thereof so marked. Bid proposals submitted in response to this RFP may be subject to public disclosure, even if marked confidential or proprietary. The County will not be liable in any way for disclosure of any such records. Please refer to the County’s website at [Alameda County Proprietary and Confidential Information Policies](#) [[Proprietary & Confidential Bidding Information](#) | [General Services Agency - Alameda County](#)].
 - e. For the proposals to be considered complete, the Bidder **must** provide responses to all information requested in Exhibit A – Bid Response Packet, as revised by any Addenda.
 - f. Bidders **must** submit pricing on the Bid Form in [County of Alameda Procurement Portal](#).
2. Submissions Processes
- a. All costs required for the preparation and submission of a proposal must be borne by the Bidder.
 - b. Only one bid proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” will mean, and is limited to, a legal partnership formed under one or more of the provisions of California or other state’s Corporations Code or an equivalent statute.

- c. The final award information will be posted on the County's "Contracting Opportunities" website and [County of Alameda Procurement Portal](#).
- d. The County reserves the right to reject any proposal.
- e. All bid proposals must remain open to acceptance and irrevocable for a period of not less than 180 days unless otherwise specified in the bid documents.

3. Legal Requirements

- a. "In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder". (California Government Code Section 4552).
- b. By submitting a bid proposal, the Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. Such actions may also be considered fraud and subject to criminal prosecution.
- c. The Bidder, by submitting a proposal, certifies that it is, at the time of bidding, and will be, throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the RFP and contract documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the RFP and contract documents.
- d. The Bidder, by submitting a proposal, certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).



EXHIBIT A

BID RESPONSE PACKET

INSTRUCTIONS

1. Please read **EXHIBIT A – Bid Response Packet** carefully; **INCOMPLETE BID PROPOSALS MAY BE REJECTED.** Alameda County will not accept submissions or documentation after the bid response due date. Successful uploading of a document does not equal acceptance of the document by Alameda County.
2. The bid proposal must comply with all requirements contained in the RFP. **It is strongly recommended that Bidders verify and review all Addenda to confirm the use of the most current forms and provide all information requested.**
3. The bid proposal submission must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
4. The following pages require confirmation, declaration, and /or a signature (✍). These must be either: (1) be printed and have an original signature(s); or (2) be digitally signed via a DocuSign, CongaSign, or other verifiable independent electronic signature services. All signatures must be by an individual authorized to bind the Bidder. These pages must then be uploaded through the [County of Alameda Procurement Portal](#) as part of Bidder's proposal.
 - a. Exhibit A – Bid Response Packet, [Bidder Acceptance](#)
 - b. Exhibit A – Bid Response Packet, [Debarment and Suspension Certification](#)
 - c. Exhibit A – Bid Response Packet, [Small Local Emerging Business \(SLEB\) Information Sheet](#)
 - (1) [Must be signed by Bidder](#)
 - (2) [Must be signed by SLEB Partner](#) if subcontracting to a SLEB
5. Each page of the Bid Response Packet must be submitted through the [County of Alameda Procurement Portal](#) as PDF attachment(s) with all required information included and documents attached; any pages of the Bid Response Packet not applicable to the Bidders are to be submitted with such pages or items clearly marked "N/A" or the bid proposal may be disqualified as incomplete.
6. Bidders must not modify the Bid Response Packet or any other County-provided document unless instructed to do so, or the bid proposal may be disqualified.
7. Bid pricing must be submitted online through the [County of Alameda Procurement Portal](#).

8. Bidders must quote price(s) as specified in the RFP, using the form(s) as amended or revised by any Addenda.
9. Any clarifications or exceptions to policies or specifications of this RFP, including all Addenda and other documents must be submitted in the [Exceptions and Clarifications](#) form of the Bid Response Packet.
10. Bidders must read all information and follow directions in the [County of Alameda Procurement Portal](#) project.
11. File names are restricted to 64 characters for all files uploaded as part of any bid proposal. The file extension (e.g., ".pdf" or ".xls") is counted as part of the file name character limit. Attempting to upload a file with a file name longer than 64 characters may result in an error message or failure to load.
12. **Bidders who do not comply with the requirements and/or submit incomplete bid proposal packages are subject to disqualification and their bid proposals rejected.**



COUNTY OF ALAMEDA

EXHIBIT A

BID RESPONSE PACKET

RFP No. 902769

Drug Testing Kits and Laboratory Services

BIDDER INFORMATION

Official Name of Bidder (Company):

Street Address Line 1:

Street Address Line 2:

City:

State:

Zip Code:

Webpage:

Type of Entity / Organizational Structure (check one):

☐ Corporation

☐ Joint Venture

☐ Partnership

☐ Limited Liability Partnership

☐ Limited Liability Corporation

☐ Sole Proprietor

☐ Non-Profit

☐ Other:

Jurisdiction of Organizational Structure:

Date of Organizational Structure:

Federal Tax Identification Number:

Alameda County Supplier Identification Number (if applicable):

DIR Contractor Registration Number (if applicable):

Primary Contact Information:

Name / Title:

Telephone Number:

Alternate Number:

Email Address:

BIDDER ACCEPTANCE

1. The undersigned declares that the procurement bid documents, including, without limitation, the RFP, Q&A, Addenda, and Exhibits (the Bid Documents), have been read and accepted.
2. The undersigned has reviewed the Bid Documents and fully understands the requirements for this RFP, including, but not limited to, general County requirements, and that each Bidder who is awarded a contract must be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its bid proposal, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
3. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
 - a. **General Requirements**
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/)
 - b. **Debarment & Suspension Policy**
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/procurement-debarment-suspension-policy/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/procurement-debarment-suspension-policy/)
 - c. **Iran Contracting Act (ICA) of 2010**
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/)
 - d. **General Environmental Requirements**
[\[https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/\]](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/)
 - e. **Alameda County SLEB Program Overview**
[\[http://acgov.org/auditor/sleb/overview.htm\]](http://acgov.org/auditor/sleb/overview.htm)
 - f. **Alameda County SLEB Program Additional Information**
[\[https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/\]](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)
 - g. **First Source**
[\[http://acgov.org/auditor/sleb/sourceprogram.htm\]](http://acgov.org/auditor/sleb/sourceprogram.htm)
 - h. **Online Contract Compliance System**
[\[http://acgov.org/auditor/sleb/elation.htm\]](http://acgov.org/auditor/sleb/elation.htm)
4. The undersigned acknowledges that Bidder is and will remain in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and any contract that is awarded.
5. The undersigned acknowledges that it is the responsibility of each Bidder to be familiar with all of the specifications, terms, and conditions of the RFP and, if applicable, the site condition. By the submission of a bid proposal, the Bidder certifies that if awarded a contract, they will make

no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.

6. The undersigned acknowledges that Bidder has accurately completed the SLEB Information Sheet.
7. Bidder agrees to hold the County of Alameda, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright, or other proprietary rights, secret process, patented or unpatented invention, article or appliance furnished or used in connection with bid proposal and/or any resulted contract or purchase order.
8. The undersigned acknowledges **ONE** of the following (please check only one box):
 - ☐ Bidder is not local to Alameda County and is ineligible for any bid preference; **OR**
 - ☐ Bidder is a certified SLEB and is requesting 10% bid preference; (Bidder must check the first box and provide its SLEB Certification Number in the [SLEB PARTNERING INFORMATION SHEET](#)); **OR**
 - ☐ Bidder is LOCAL to Alameda County and is requesting 5% bid preference, and has attached the following documentation to this Exhibit:
 - Copy of a verifiable business license issued by the County of Alameda or a City within the County; and
 - Proof of six months of business residency, identifying the name of the bidder and the local address. Example of proof includes but are not limited to utility bills, deeds of trusts or lease agreements, etc., which are acceptable verification documents to prove residency.
9. By signing below, the signatory warrants and represents that the signer has completed, acknowledged, and agreed to this Bidder Acceptance in their authorized capacity and that by their signature on this Bidder Acceptance, they and the entity upon behalf of which they acted, acknowledged and agreed to this Bidder Acceptance and that all are true and correct and are made under penalty of perjury pursuant to the laws of California.

BIDDER (COMPANY): _____	
NAME/TITLE OF AUTHORIZED SIGNER: _____	
SIGNATURE: _____	DATE: _____

DEBARMENT AND SUSPENSION CERTIFICATION (PROCUREMENTS \$25,000 AND OVER)

The Bidder, under penalty of perjury, certifies that, except as noted below, Bidder, its principal, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of the award but will be considered in determining Contractor responsibility.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Response on the signature portion thereof will also constitute the signature of this Certification.

BIDDER (COMPANY): _____

NAME/TITLE OF AUTHORIZED SIGNER: _____

SIGNATURE:  _____ **DATE:** _____

SMALL LOCAL EMERGING BUSINESS (SLEB) INFORMATION SHEET

Instructions: On the following page is the **SLEB Information Sheet**. Every Bidder must complete and submit a signed SLEB Information Sheet indicating their SLEB certification status. If the Bidder is not certified, the information sheet must be completed with the name, identification information, and goods/services to be provided by the CERTIFIED SLEB partner(s) with whom the Bidder will subcontract to meet the County SLEB participation requirement. The Exhibit must be signed by EACH of the named CERTIFIED SLEB(s) that will be subcontractors.

If a bidder is unable to meet the SLEB requirements, they must take exception to this requirement in the [Exceptions and Clarifications](#) section of this solicitation. Please note that the County is under no obligation to accept any exceptions or clarifications, and any exceptions or clarifications may be the basis for bid disqualification.

SLEB certification must be **valid** at the time of bid proposal submittal for SLEB primes and SLEB subcontractor(s).

- For SLEB Subcontracting Questions: Please contact the General Services Agency - Office of Acquisition Policy, GSA-OAP@acgov.org.

For questions/information regarding SLEB certification, including requirements, please contact the Auditor-Controller Agency, Office of Contract Compliance & Reporting – SLEB Certification Unit, OCCR@acgov.org, (510) 891-5500.

SLEB INFORMATION SHEET

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFP, all Bidders must complete this form. If a bidder is unable to meet the SLEB requirements, they must take exception to this requirement in the [Exceptions and Clarifications](#) section of this solicitation. Please note that the County is under no obligation to accept any exceptions or clarifications, and any exceptions or clarifications may be the basis for bid disqualification.

Bidders that are not certified SLEBS (for the definition of a SLEB, see [Alameda County SLEB Program Overview](#); [\[http://acgov.org/auditor/sleb/overview.htm\]](http://acgov.org/auditor/sleb/overview.htm)) are required to subcontract with a SLEB for at least 20% of the total estimated bid amount in order to be eligible for contract award. SLEB subcontractors must be independently owned and operated from the prime Contractor with no employees of either entity working for the other. A copy of this form must be submitted for each SLEB that the Bidder will subcontract with as evidence of a firm contractual commitment to meeting the SLEB participation requirement.

Bidders are encouraged to form a partnership with a SLEB that can participate directly with this contract. One of the benefits of the partnership will be economical, but this partnership will also assist the SLEB to grow and build the capacity to eventually bid as a prime on their own.

Once a contract has been awarded, substitutions of the named subcontractor(s) are not allowed without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR).

County departments, prime, and subcontractors are required to use the web-based Elation Systems to monitor SLEB subcontractor compliance with [Elation Systems](#); [\[http://www.elationsys.com/APP/\]](http://www.elationsys.com/APP/).

☐ **BIDDER IS A CERTIFIED SLEB (sign at bottom of page)**

SLEB BIDDER Business Name:

SLEB Certification #:

SLEB Certification Expiration Date:

NAICS Codes Included in Certification:

OR

☐ **BIDDER IS NOT A CERTIFIED SLEB AND WILL SUBCONTRACT % WITH THE SLEB NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES:**

SLEB Subcontractor Business Name:

SLEB Certification #:

SLEB Certification Expiration Date:

SLEB Certification Status: ☐ Small / ☐ Emerging

NAICS Codes Included in Certification:

SLEB Subcontractor Principal Name:

SLEB Subcontractor Principal Signature: 

Upon award, Bidder (the Prime Contractor) and all SLEB subcontractors agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation, including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

Prime Bidder Authorized Signatory Name/Title: _____ / _____

Street Address: _____ City _____ State _____ Zip Code _____

Bidder Signature:  _____ Date: _____

BIDDER MINIMUM QUALIFICATIONS

Instructions: Bidder must respond and/or provide support documentation that fulfills all the minimum qualifications as identified in the RFP documents.

- a. Bidder is to provide documentation or clearly state that they have regularly and continuously engaged in the business of providing laboratory testing supplies and services for at least five (5) years.

RESPONSE:

- b. Bidder must also certify that they possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP. Unless noted otherwise in the RFP, including any Addendum, Bidder is not required to submit copies or verification of the permits, licenses and credentials; however, Bidder must provide such proof if requested by County.

RESPONSE:

Maximum Length: 5 pages

PRICING PROPOSAL

Instructions: Bidder must submit pricing in the [County of Alameda Procurement Portal](#).

COST MUST BE SUBMITTED AS REQUESTED IN THE [County of Alameda Procurement Portal](#). NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED.

Bid proposals that do not comply may be rejected.

The cost quoted must include all taxes (excluding sales and use tax) and all other charges, including travel expenses. The price quoted will be the maximum cost the County will pay for the term of any contract resulting from this RFP.

Quantities listed on [County of Alameda Procurement Portal](#) are estimates only; they are not to be construed as a commitment of the County to purchase that quantity. No minimum or maximum is guaranteed or implied. The cost quoted will be the price of the items identified, regardless of the quantity purchased.

Bid pricing on all line items is required. If the services are to be provided to the County at no cost, enter "0" in the Unit Cost cell, do not leave the cell blank. If there are any line items that are not priced, the bid may be considered a partial bid and disqualified. Partial bids are not acceptable.

By submission through the [County of Alameda Procurement Portal](#), Bidder certifies to County that all representations, certifications, and statements made by Bidder, as set forth in each entry in the [County of Alameda Procurement Portal](#) and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

TABLE OF KEY PERSONNEL

Instructions: Bidder is to provide a **Table of Key Personnel**. The table is to include all essential personnel associated with providing services to the County.

To appropriately evaluate Bidder's qualifications, the table should include the following information for each key person:

1. The person's relationship with Bidder, including job title and years of employment with Bidder.
2. Work contact information includes, but is not limited to, the following: work address, office telephone number, mobile work number, and work email address.

Name	Title	Telephone	Email Address

In addition to the table, Bidder(s) must submit a complete résumé or curriculum vitae for each key personnel listed in the table, including educational background, relevant experience on similar projects, certifications, and merits. (Resumes should include work contact information, not personal contact information for the person.)

Maximum Length: There is no limit to the table. There is, however, a 2-page limit per résumé or curriculum vitae. Résumé and curriculum vitae are subject to public disclosure and business addresses should be used not home addresses.

DESCRIPTION OF PROPOSED SERVICES

Instructions: Bidder is to provide a **Description of Proposed Services**.

The *Description of Proposed Service* must describe the overall services. The Bidder must address how they will meet or exceed each requirement listed in Section D (SPECIFIC REQUIREMENTS) and Section E (DELIVERABLES/REPORTS).

The Bidder must include the following details:

1. Please address and describe how the Bidder will meet or exceed the requirements listed in Section D (SPECIFIC REQUIREMENTS), items 2 and 4 through 9.

RESPONSE:

2. Please address and describe how the Bidder will meet or exceed the requirements listed in Section E (DELIVERABLES/REPORTS).

RESPONSE:

3. Identify any limitations or restrictions that exist for the Bidder to provide the services. Explain what measures will be taken to adequately provide the services. (Please note any requests for exceptions or clarifications MUST be identified on the [Exceptions and Clarifications](#) form. **The County is under no obligation to accept any exceptions or clarifications, and any such exceptions and clarifications may be a basis for bid disqualification.**)

RESPONSE:

Also,

1. Describe Bidder's proposed approach for providing all products and services required under this RFP, including product ordering, inventory management, delivery, specimen collection supplies, laboratory confirmation testing, reporting, training, customer service, and ongoing contract management. Explain how your approach meets or exceeds the County's requirements.

RESPONSE:

2. Describe Bidder's proposed methodology for ensuring timely, accurate, reliable, and legally defensible drug testing services, including specimen handling, chain of custody procedures, laboratory confirmation processes, turnaround times, and quality control measures.

RESPONSE:

3. Describe Bidder's Quality Assurance Program, including the processes used to monitor service performance, maintain testing accuracy, investigate discrepancies, implement corrective actions, monitor service levels, and continuously improve service delivery.

RESPONSE:

4. Describe Bidder's online reporting system and information security program, including user access controls, data encryption, audit capabilities, system availability, cybersecurity protections, HIPAA compliance, reporting functionality, technical support, and procedures for responding to system outages or security incidents.

RESPONSE:

5. Describe how Bidder's proposed products, services, methodologies, and performance management approach will successfully achieve the County's desired performance outcomes throughout the contract term. Include how Bidder's proposed solution will ensure timely and accurate service delivery, regulatory compliance, uninterrupted operations, quality assurance, customer support, risk mitigation, continuous performance improvement, and adherence to the performance requirements and service levels specified in this RFP.

RESPONSE:

Maximum Length: None

DESCRIPTION OF RELEVANT EXPERIENCE

Instructions: Bidder is to provide a **Description of Relevant Experience**.

The *Relevant Experience* must describe the following details:

1. Describe Bidder's organization's experience providing drug testing supplies, laboratory confirmation services, and related support services for public agencies, probation departments, correctional agencies, courts, healthcare organizations, or other comparable entities. Include the length of each engagement, scope of services, approximate contract value, and client type.

RESPONSE:

2. Provide descriptions of at least three (3) contracts completed or currently performed within the past five (5) years that are comparable in size, scope, complexity, regulatory requirements, and service levels to the services requested under this RFP. Describe the services

RESPONSE:

3. Describe Bidder's experience meeting laboratory turnaround times, maintaining chain of custody integrity, complying with applicable regulatory requirements, and supporting high-volume testing operations. Include measurable performance results where available.

RESPONSE:

4. Describe Bidder's organization's experience implementing secure web-based reporting systems, protecting confidential information, supporting customer training, responding to operational issues, and maintaining uninterrupted service for comparable clients.

RESPONSE:

5. Describe how Bidder's organization's previous experience, past contract performance, and demonstrated results reflect Bidder's ability to successfully perform the services requested under this RFP with minimal performance risk. Include examples of comparable contracts, measurable performance outcomes, successful resolution of challenges, customer satisfaction, and any other information that demonstrates your organization's ability to consistently meet contractual requirements.

RESPONSE:

Maximum Length: None

QUALIFICATIONS AND ORGANIZATIONAL CAPACITY

Instructions: Bidder is to provide proof of any permits, licenses, and/or professional credentials necessary to supply product and perform services as specified in this RFP.

1. Describe Bidder's organization's and proposed laboratory's licenses, certifications, accreditations, permits, registrations, and regulatory approvals that demonstrate your ability to provide the products and services required under this RFP. Include documentation of each credential and describe Bidder's process for maintaining these credentials in good standing throughout the contract term.

RESPONSE:

2. Describe Bidder's organization's qualifications, staffing resources, operational capacity, laboratory capabilities, inventory management practices, and other organizational resources that will support successful performance of the contract. Include the qualifications and roles of key personnel who will be assigned to this contract.

RESPONSE:

3. Describe Bidder's organization's compliance program for meeting all applicable federal, State of California, and local laws, regulations, accreditation standards, privacy requirements, and information security requirements applicable to the services requested under this RFP. Include the policies, procedures, quality controls, and oversight processes used to maintain compliance.

RESPONSE:

4. Describe Bidder's organization's approach to maintaining the personnel, certifications, operational resources, laboratory capacity, inventory levels, and other capabilities necessary to ensure uninterrupted performance and ongoing Bidder compliance throughout the contract term. Include approach to succession planning, staffing continuity, and maintaining service levels.

RESPONSE:

5. Summarize why Bidder's organization is uniquely qualified to successfully perform the services requested under this RFP. Highlight Bidder's organization's strengths, qualifications, experience, resources, and capabilities that distinguish Bidder's organization and demonstrate Bidder's ability to consistently meet or exceed the County's requirements and performance expectations throughout the contract term.

RESPONSE:

Maximum Length: None

REFERENCES

Instructions: On the following pages are the templates that Bidders are to use for providing references. Bidders are to provide a list of three (3) references. References must be satisfactory as deemed solely by County.

Services or goods provided by Bidders to the references should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.

Bidder must currently be providing goods and/or services for at least two of the references or have done so within the last five years.

Bidders should verify that the contact information for all references provided is current and valid. If a reference cannot be contacted, it may affect the qualification and scoring of the Bidders' bid proposals.

Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.

The County may contact some or all the references provided in order to determine items such as Bidders' years of experience and performance records on work similar to that described in this request.

The County reserves the right to contact individuals/entities for references other than those provided in the Response and to use any information obtained in the evaluation process.

NOTE: Bidders should not list the County department requesting services/goods as part of the references.

REFERENCES

RFP No. 902769

Drug Testing Kits and Laboratory Services

Bidder Name: _____

Company Name:

Contact Person:

Telephone Number:

Email Address:

Address:

City, State, Zip:

Services Provided / Date(s) of Service:

Company Name:

Contact Person:

Telephone Number:

Email Address:

Address:

City, State, Zip:

Services Provided / Date(s) of Service:

Company Name:

Contact Person:

Telephone Number:

Email Address:

Address:

City, State, Zip:

Services Provided / Date(s) of Service:

*Use additional pages as necessary

EXCEPTIONS AND CLARIFICATIONS

Instructions: Bidders must use the **Exceptions and Clarifications** form to identify and list below any and all exceptions and/or clarifications to the RFP and associated Bid Documents and submit them with the bid proposal.

THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS AND CLARIFICATIONS; ANY SUCH EXCEPTIONS AND CLARIFICATIONS MAY BE A BASIS FOR BID PROPOSAL DISQUALIFICATION.

Reference to:	Description
Page No. / Section / Item No.	

*Use additional pages as necessary

INSURANCE REQUIREMENTS

Instructions: Insurance certificates are not required at the time of submission; however, by signing the Bid Response Packet and submitting a bid proposal, the Bidder agrees to meet the minimum insurance requirements and provide any documentation requested by County upon request.

Insurance documentation must be provided to the County before award and include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFP.

The following page contains the minimum insurance limits required by the County of Alameda to be held by the Contractor performing on a contract issued from this RFP:

**SEE NEXT PAGE FOR COUNTY OF ALAMEDA
MINIMUM INSURANCE REQUIREMENTS**

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	<u>Endorsements and Conditions:</u> ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.	