

COUNTY OF FRESNO

REQUEST FOR PROPOSAL

NUMBER: 989-5328

DRUG TESTING SERVICES

Issue Date: January 21, 2015

Closing Date: FEBRUARY 27, 2015

Proposal will be considered LATE when the official Purchasing time clock reads 2:00 P.M.

Questions regarding this RFP should be directed to: Gary E. Cornuelle,
phone (559) 600-7114, e-mail gcornuelle@co.fresno.ca.us.

Check County of Fresno Purchasing's Open Solicitations
website at <https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx>
for RFP documents and changes.

Please submit all Proposals to:

County of Fresno - Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702-4599

BIDDER TO COMPLETE

UNDERSIGNED AGREES TO FURNISH THE COMMODITY OR SERVICE STIPULATED IN THE ATTACHED PROPOSAL
SCHEDULE AT THE PRICES AND TERMS STATED, SUBJECT TO THE "COUNTY OF FRESNO PURCHASING STANDARD
INSTRUCTIONS AND CONDITIONS FOR REQUEST FOR PROPOSALS (RFP'S)" ATTACHED.

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

()

()

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

SIGNED BY

PRINT NAME

TITLE

COUNTY OF FRESNO PURCHASING
STANDARD INSTRUCTIONS AND CONDITIONS FOR
REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

1. BID PREPARATION:

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.

2. SUBMITTING BIDS:

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) **ISSUING AGENT/AUTHORIZED CONTACT:** This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP/RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary

point of contact for discussions or information pertaining to the RFP/RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP/RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP/RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

3. FAILURE TO BID:

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and Certification

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and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.

6. AWARDS:

- A) Award(s) will be made to the most responsive responsible bidder; however, the Fresno County Local Vendor Preference and/or the Disabled Veteran Business Enterprise Preference shall take precedence when applicable. Said Preferences apply only to Request for Quotations for materials, equipment and/or supplies only (no services); the preference do not apply to Request for Proposals. RFQ evaluations will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) Award Notices are tentative: Acceptance of an offer made in response to this RFP/RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.
- E) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

7. TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

9. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.
- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in

default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.

- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

11. DISCOUNTS:

Terms of less than fifteen (15) days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net forty-five (45) days.

12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

13. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

14. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

15. YEAR COMPLIANCE WARRANTY:

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

16. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

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17. CONFIDENTIALITY:

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

18. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599. Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

19. OBLIGATIONS OF CONTRACTOR:

A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

20. AUDITS & RETENTION:

The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - violation of a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

22. DATA SECURITY:

Individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations.

Individuals and/or agencies may not connect to or use COUNTY networks/systems via personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (COUNTY or Contractor device) or brought in for use into the COUNTY's system(s) without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

No storage of COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information, data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

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COUNTY shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to COUNTY's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

23. PURCHASING LOCATION & HOURS:

Fresno County Purchasing is located at 4525 E. Hamilton Avenue (second floor), Fresno, CA 93702. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

January 1*	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington - Lincoln Day
March 31*	Cesar Chavez' Birthday
Last Monday in May	Memorial Day
July 4*	Independence Day
First Monday in September	Labor Day
November 11*	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	
December 25*	Christmas

* When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

24. FRESNO COUNTY BOARD OF SUPERVISORS ADMINISTRATIVE POLICIES:

The link below references the Fresno County Board of Supervisors Administrative policies that will apply to this Request for Proposal.

[Click here to view](#)

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OVERVIEW

The County of Fresno Purchasing Division, on behalf of the Department of Social Services is soliciting proposals from providers to provide drug testing services. Drug testing services are needed by families involved with Fresno County Department of Social Services (DSS), Child Welfare Services (CWS). The purpose of drug testing is to assist CWS participants with becoming drug free. Drug testing will assist participants with maintaining sobriety to reduce child abuse and neglect risk. Drug testing and sobriety maintenance also improve family stability and increase the likelihood of family reunification in many instances. Drug testing is one component among many social work practices, which enhances the opportunity of consumers to be successful in establishing personal and family stability.

In general, drug testing:

- assists in providing empirical evidence in the assessment of risk during the initial assessment;
- helps a parent overcome denial and subsequently seek substance abuse treatment;
- indicates a parent's progress in reducing drug use when it has not been eliminated altogether;
- monitors a parent's drug use if not receiving substance abuse treatment services;
- serves as a basis for imposing consequences, and/or enhancing treatment services;
- provides a good deterrent to drug and alcohol abuse; and
- provides supportive evidence when a parent is successful addressing their alcohol and/or drug use.

DSS is mandated to investigate allegations of child abuse and neglect. In situations where a child is at high risk, DSS may temporarily remove the child from parental custody. In this investigative stage, sufficient evidence must be presented to the Juvenile Court to detain the child for more than 48 hours. Results of drug testing are included in information provided to the Juvenile Court. If the child remains removed from the parent, the child becomes a dependent of the Juvenile Court, regular court hearings begin, and parents are given a statutory time limit (6-18 months) to sufficiently address problem issues to facilitate the return of their child. Court-ordered services for a parent can include mental health counseling, parenting classes, substance abuse treatment services, and drug testing.

Drug testing results are assessed by Social Workers and Substance Abuse Specialists, and provided to the court. Drug testing results assist DSS staff with the following: determining therapeutic interventions, providing evidence of continued drug use for case management purposes, or indicating a parent's successful progress with becoming clean and sober. Drug testing can occur throughout the duration of the parent's involvement with DSS. In approximately 80% of cases where children are removed from the home, parents have an issue with substance abuse. Identifying this issue and providing the needed intervention is an important part of the work performed by DSS. Drug testing is a tool the department uses as a first step to get participants the treatment they need to be successful parents. As parents progress in their sobriety, drug testing may be scaled down as part of the case plan. Drug testing providers must work within a budget that allows for different levels of drug testing intensity depending on the needs of the participant.

The Department anticipates contracting for a three year period beginning July 1, 2015 through June 30, 2018, with the option to renew for two (2) additional one (1) year periods through June 30, 2020. The selected vendor will provide a full scope of services identified herein.

KEY DATES

RFP Issue Date:	January 21, 2015
Vendor Conference: <i>Vendors are to contact Gary E. Cornuelle at (559) 600-7110 if planning to attend vendor conference.</i>	February 5, 2015 at 10:00A.M. County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 nd Floor Fresno, CA 93702
Deadline for Written Requests for Interpretations or Corrections of RFP:	February 13, 2015 at 10:00A.M. E-Mail: gcornuelle@co.fresno.ca.us
RFP Closing Date:	February 27, 2015 at 2:00 P.M. County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 nd Floor Fresno, CA 93702

TRADE SECRET ACKNOWLEDGEMENT

All proposals received by the County shall be considered "Public Record" as defined by Section 6252 of the California Government Code. This definition reads as follows:

"...Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975."

Each proposal submitted is Public record and is therefore subject to inspection by the public per Section 6253 of the California Government Code. This section states that "every person has a right to inspect any public record".

The County will not exclude any proposal or portion of a proposal from treatment as a public record except in the instance that it is submitted as a trade secret as defined by the California Government Code. Information submitted as proprietary, confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are deemed not to be public record. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Information identified by bidder as "trade secret" will be reviewed by County of Fresno's legal counsel to determine conformance or non-conformance to this definition. Such material should be submitted in a separate binder marked "Trade Secret". Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc.

INFORMATION THAT IS PROPERLY IDENTIFIED AS TRADE SECRET AND CONFORMS TO THE ABOVE DEFINITION WILL NOT BECOME PUBLIC RECORD. COUNTY WILL SAFEGUARD THIS INFORMATION IN AN APPROPRIATE MANNER.

Information identified by bidder as trade secret and determined not to be in conformance with the California Government Code definition shall be excluded from the proposal. Such information will be returned to the bidder at bidder's expense upon written request.

Trade secrets must be submitted in a separate binder that is plainly marked "Trade Secrets."

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if they are not (1) submitted in a separate binder that is plainly marked "Trade Secret" on the outside; and (2) if disclosure is required or allowed under the provision of law or by order of Court.

Vendors are advised that the County does not wish to receive trade secrets and that vendors are not to supply trade secrets unless they are absolutely necessary.

TRADE SECRET ACKNOWLEDGEMENT

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the County of Fresno has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret." I also understand that all information my company submits, except for that information submitted in a separate binder plainly marked "Trade Secret," are public records subject to inspection by the public. This is true no matter whether my company identified the information as proprietary, confidential or under any other such terms that might suggest restricted public access.

Enter company name on appropriate line:

	Has submitted information identified as Trade Secrets in a separate marked binder.**
(Company Name)	
	Has not submitted information identified as Trade Secrets. Information submitted as proprietary confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.
(Company Name)	

ACKNOWLEDGED BY:

	()	
Signature		Telephone
Print Name and Title		Date
Address		
City	State	Zip

**Bidders brief statement that clearly sets out the reasons for confidentiality in conforming with the California Government Code definition.

DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as “Bidder”):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - violation of a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - false statements or receipt of stolen property
- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:

Date:

(Printed Name & Title)

(Name of Agency or Company)

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL

Firm: _____

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar services. Be sure to include all requested information.

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.

PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

☐ Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

☐ No, we will not extend contract terms to any agency other than the County of Fresno.

(Authorized Signature)

Title

*** Note: This form/information is not rated or ranked in evaluating proposal.**

GENERAL REQUIREMENTS

DEFINITIONS: The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the proposal and is identified on the Proposal Identification Sheet.

RFP CLARIFICATION AND REVISIONS: Any revisions to the RFP will be issued and distributed as written addenda.

FIRM PROPOSAL: All proposals shall remain firm for at least one hundred eighty (180) days.

PROPOSAL PREPARATION: Proposals should be submitted in the formats shown under "PROPOSAL CONTENT REQUIREMENTS" section of this RFP.

County of Fresno will not be held liable or any cost incurred by bidders responding to RFP.

Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

SUPPORTIVE MATERIAL: Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).

Bidders are asked to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified in the Table of Contents. Pages must be numbered on the bottom of each page.

Any proposal attachments, documents, letters and materials submitted by the vendor shall be binding and included as a part of the final contract should your bid be selected.

TAXES: The quoted amount must include all applicable taxes. If taxes are not specifically identified in the proposal it will be assumed that they are included in the total quoted.

SALES TAX: Fresno County pays California State Sales Tax in the amount of 8.225% regardless of vendor's place of doing business.

RETENTION: County of Fresno reserves the right to retain all proposals, excluding proprietary documentation submitted per the instructions of this RFP, regardless of which response is selected.

ORAL PRESENTATIONS: Each finalist may be required to make an oral presentation in Fresno County and answer questions from County personnel.

AWARD/REJECTION: The award will be made to the vendor offering the overall proposal deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. The County reserves the right to reject any and all proposals. The lowest bidders are not arbitrarily the vendors whose proposals will be selected. Award Notices are tentative: Acceptance of an offer made in response to this RFP shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

County Purchasing will chair or co-chair all award, evaluation and contract negotiation committees.

Award may require approval by the County of Fresno Board of Supervisors.

WAIVERS: The County reserves the right to waive any informalities or irregularities and any technical or clerical errors in any quote as the interest of the County may require.

TERMINATION: The County reserves the right to terminate any resulting contract upon written notice.

MINOR DEVIATIONS: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

PROPOSAL REJECTION: Failure to respond to all questions or not to supply the requested information could result in rejection of your proposal.

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

BIDDERS LIABILITIES: County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFP.

CONFIDENTIALITY: Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the State of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

NEWS RELEASE: Vendors shall not issue any news releases or otherwise release information to any third party about this RFP or the vendor's quotation without prior written approval from the County of Fresno.

BACKGROUND REVIEW: The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

ACQUISITIONS: The County reserves the right to obtain the whole system/services/goods as proposed or only a portion of the system/services/goods, or to make no acquisition at all.

OWNERSHIP: The successful vendor will be required to provide to the County of Fresno documented proof of ownership by the vendor, or its designated subcontractor, upon request of the proposed programs/services/goods.

EXCEPTIONS: Identify with explanation, any terms, conditions, or stipulations of the RFP with which you *CAN NOT* or *WILL NOT* comply with by proposal group.

ADDENDA: In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all agencies and organizations that receive the basic RFP.

SUBCONTRACTORS: If a subcontractor is proposed, complete identification of the subcontractor and his tasks should be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee, whose position in the County enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED

No officer or employee of the County who separates from County service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any County consultant, vendor, or other County provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the County relationship with the consultant, vendor or other County provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

EVALUATION CRITERIA: Respondents will be evaluated on the basis of their responses to all questions and requirements in this RFP and product cost. The County shall be the sole judge in the ranking process and reserves the right to reject any or all bids. False, incomplete or unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

SELECTION PROCESS: All proposals will be evaluated by a team consisting of representatives from appropriate County Department(s), and Purchasing. It will be their responsibility to make

the final recommendations. Purchasing will chair or co-chair the evaluation or evaluation process.

Organizations that submit a proposal may be required to make an oral presentation to the Selection Committee. These presentations provide an opportunity for the individual, agency, or organization to clarify its proposal to ensure thorough, mutual understanding.

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the COUNTY or to the Agreement.

HOLD HARMLESS CLAUSE: Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

SELF-DEALING TRANSACTION DISCLOSURE: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

PRICE RESPONSIBILITY: The selected vendor will be required to assume full responsibility for all services and activities offered in the proposal, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the

contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

ADDRESSES AND TELEPHONE NUMBERS: The vendor will provide the business address and mailing address, if different, as well as the telephone number of the individual signing the contract.

ASSURANCES: Any contract awarded under this RFP must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFP. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFP. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

INSURANCE:

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Department of Social Services, Attn: Daniel Rocha, 2135 Fresno Street, Suite 100, Fresno, CA 93721, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

AUDIT AND RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

DEFAULT: In case of default by the selected bidder, the County may procure materials and services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

BREACH OF CONTRACT: In the event of breach of contract by either party, the other party shall be relieved of its obligations under this agreement and may pursue any legal remedies.

CONFIDENTIALITY

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a Business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County, as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

APPEALS

Appeals must be submitted in writing within *seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2nd Floor, Fresno, California 93702-4599. Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

Purchasing will provide a written response to the complainant within *seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except, if notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

*The seven (7) working day period shall commence and be computed by excluding the first day and including the last day upon the date that the notification is issued by the County.

RIGHTS OF OWNERSHIP

The County shall maintain all rights of ownership and use to all materials designed, created or constructed associated with this service/project/program.

SPECIFIC BIDDING INSTRUCTIONS AND REQUIREMENTS

ISSUING AGENT: This RFP has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP, its content, and all issues concerning it.

AUTHORIZED CONTACT: All communication regarding this RFP shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFP. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

VENDOR CONFERENCE: On February 5, 2015 at 10:00A.M., a vendor's conference will be held in which the scope of the project and proposal requirements will be explained. The meeting will be held at the office of County of Fresno Purchasing, 4525 E. Hamilton (between Cedar and Maple), 2nd Floor, Fresno, California. Addendum will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

Bidders are to contact Gary E. Cornuelle at County of Fresno Purchasing, (559) 600-7114, if they are planning to attend the conference.

NUMBER OF COPIES: Submit one (1) original, with two (2) *reproducible compact disc enclosed and four (4) copies of your proposal no later than the proposal acceptance date and time as stated on the front of this document to County of Fresno Purchasing. The cover page of each document is to be appropriately marked "Original" or "Copy".

***Bidder shall submit two (2) reproducible compact disc (i.e.: PDF file) containing the complete proposal excluding trade secrets. Compact disc should accompany the original binder and should be either attached to the inside cover of the binder or inserted in an attached sleeve or envelope in the front of the binder to insure the disc is not misplaced.**

INTERPRETATION OF RFP: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFP and fully inform themselves as to the quality and character of services required. If any person planning to submit a proposal finds discrepancies in or omissions from the RFP or has any doubt as to the true meaning or

interpretation, correction thereof may be requested at the scheduled Vendor Conference (see above). Any change in the RFP will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

Questions may be submitted subsequent to the Vendor Conference, subject to the following conditions:

- a. Such questions are submitted in writing to the County Purchasing not later than February 8, 2015 at 10:00 a.m. Questions must be directed to the attention of Gary E. Cornuelle, Purchasing Manager.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.
- c. Questions shall be e-mailed to gcornuelle@co.fresno.ca.us.

NOTE: The bidder is encouraged to submit all questions at the Vendor Conference. Time limitations can prevent a response to questions submitted after the conference.

SELECTION COMMITTEE: All proposals will be evaluated by a team co-chaired by Purchasing. All proposals will be evaluated by a review committee that may consist of County of Fresno Purchasing, department staff, community representatives from advisory boards and other members as appropriate.

The proposals will be evaluated in a multi-stage selection process. Some bids may be eliminated or set aside after an initial review. If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or incapable of delivering services, the proposal may be eliminated from consideration. It will be the selection committee's responsibility to make the final recommendation to the Department Head.

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of three (3) years with the option to renew for up to two (2) additional one (1) year periods based on mutual written consent. County will retain the right to terminate the Agreement upon giving thirty (30) days advance written notification to the Contractor.

PAYMENT: The County of Fresno, if appropriate, may use Procurement Card to place and make payment for orders under the ensuing contract.

AUDITED FINANCIAL STATEMENTS: Copies of the audited Financial Statements for the last three (3) years for the business, agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**

CONTRACT NEGOTIATION: The County will prepare and negotiate its own contract with the selected vendor, giving due consideration to standard contracts and associated legal documents submitted as a part of bidder's response to the RFP. The tentative award of the contract is based on successful negotiation pending formal recommendation of award. Bidder is to include in response the names and titles of officials authorized to conduct such negotiations.

NOTICES: All notices, payments, invoices, insurance and endorsement certificates, etc. need to be submitted as follows: referencing contract/purchase order number, department, position, title and address of administering official.

EPAYMENT OPTION: The County of Fresno provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: www.bankofamerica.com/epayablesvendors or call Fresno County Accounts Payable, 559-600-3609.

LOCAL VENDOR PREFERENCE: The Local Vendor Preference **does not** apply to this Request for Proposal.

SCOPE OF WORK

The County of Fresno on behalf of the Department of Social Services (DSS) is requesting proposals from qualified vendors to provide a random drug testing services program for participants involved with Child Welfare Services.

Background/History

Drug testing services are needed by families involved with Fresno County Department of Social Services (DSS), Child Welfare Services (CWS). The purpose of drug testing is to assist CWS participants with becoming drug free. Drug testing will assist participants with maintaining sobriety to reduce child abuse and neglect risk. Drug testing and sobriety maintenance also improve family stability and increases the likelihood of family reunification in many instances. Drug testing is one component among many social work practices, which enhances the opportunity of consumers to be successful in establishing personal and family stability.

In general, drug testing:

- assists in providing empirical evidence in the assessment of risk during the initial assessment;
- helps a parent overcome denial and subsequently seek substance abuse treatment;
- indicates a parent's progress in reducing drug use when it has not been eliminated altogether;
- monitors a parent's drug use if not receiving substance abuse treatment services;
- serves as a basis for imposing consequences, and/or enhancing treatment services;
- provides a good deterrent to drug and alcohol abuse; and
- provides supportive evidence when a parent is successful addressing their alcohol and/or drug use.

DSS is mandated to investigate allegations of child abuse and neglect. In situations where a child is at high risk, DSS may temporarily remove the child from parental custody. In this investigative stage, sufficient evidence must be presented to the Juvenile Court to detain the child for more than 48 hours. Results of drug testing are included in information provided to the Juvenile Court. If the child remains removed from the parent, the child becomes a dependent of the Juvenile Court, regular court hearings begin, and parents are given a statutory time limit (6-18 months) to sufficiently address problem issues to facilitate the return of their child. Court-ordered services for a parent can include mental health counseling, parenting classes, substance abuse treatment services, and drug testing.

Drug testing results are assessed by Social Workers and Substance Abuse Specialists, and provided to the court. Drug testing results assist DSS staff with the following: determining therapeutic interventions, providing evidence of continued drug use for case management purposes, or indicating a parent's successful progress with becoming clean and sober. Drug testing can occur throughout the duration of the parent's involvement with DSS. In approximately 80% of cases where children are removed from the home, parents have an issue with substance abuse. Identifying this issue and providing the needed intervention is an important part of the work performed by DSS. Drug testing is a tool the department uses as a first step to get participants the treatment they need to be successful parents. As parents progress in their sobriety, drug testing may be scaled down as part of the case plan. Drug testing providers must work within a budget that allows for different levels of drug testing intensity depending on the needs of the participant.

The Department currently contracts with Avertest on a fee-for-service basis with a total contract amount of \$320,125 per year for a random drug testing program. The average number of participants reporting for testing each month is 277 participants. The majority of tests currently done are urinalysis tests using a double EMIT test. The current charge for a double EMIT drug test is \$18.00 per test and the current price charged for a hair test is \$70.00. Please note that the initial test is not required to be conducted in a certified laboratory, but GC/MS confirmations are required to be conducted in a certified laboratory. The average number of hair tests conducted per month is seven (7) hair tests. The average number of EtG tests per month is 35 EtG tests. Vendors should respond with a price for the required 5-panel drug test, including alcohol and the occasional request for additional drug panels. Variations of this requirement including inclusion of additional panels can be presented by the vendor and should include a description of the additional tests with a rationale.

The Department anticipates contracting for a three year period beginning July 1, 2015 through June 30, 2018, with the option to renew for two (2) additional one (1) year periods through June 30, 2020.

Target Population

The target population for these services will include adult male and female participants involved with the Fresno County Department of Social Services, CWS. The gender distribution of participants required to randomly test is 65% female and 35% male. On average, 277 participants currently report for drug testing each month and most participants are required to test 1-9 times per month. In addition to adults, there may be an occasional request for drug testing an adolescent. Participants will receive a paper referral to be tested. Spot testing referrals are faxed or phoned in to the provider.

Geographic Service Area

Services will be provided to participants residing in Fresno County, including rural areas. Over 90% of current participants reside in the Fresno metropolitan area. For participants in outlying areas, particularly Southeast and West Fresno County, issues such as transportation and/or limited business hours, are barriers to coming into a Fresno metropolitan collection/testing site, and hence, this reduces compliance. Although representing a small proportion of the Department's overall testing needs, the Department seeks to address the needs of rural participants. Rural communities of Huron, Mendota, and Selma maintain the highest group of Child Welfare Services cases, and could represent locations for collection/testing activities. Vendors should clearly describe how the needs of rural participants will be met. Vendors must serve both rural and metropolitan areas.

Service Expectations

A. General Services

1. The Department seeks an experienced collection/testing service to provide drug testing services in Fresno County. Laboratory certification is not required for collection and initial testing. However, all confirmation testing using gas chromatography/mass spectrometry (GC/MS) shall be completed in a laboratory certified by CLIA (Clinical Laboratory Improvements Act), SAMHSA (Substance Abuse and Mental Health Services Administration), or CAP (College of American Pathologists).
2. The Department is seeking a vendor to establish and manage a random urine drug testing program. This will represent approximately 95% of the Department's drug testing needs. The Department will refer individuals as appropriate, and the vendor will assume

responsibility for the random testing and the necessary reporting back to the Department. Over 275 individuals will be ordered to participate in ongoing random testing at any given time. Vendors should describe clearly how their random program will function and be implemented. At minimum, the program will be structured to allow random testing per individual between one and nine times a month. During the period of September 1, 2013 to August 31, 2014, the average number of drug tests performed on a monthly basis was 1,196 tests per month. The majority of drug tests are urine tests which test for a panel of drugs including alcohol, cannabis, opioids, cocaine and methamphetamine. Most participants are required to test on an ongoing basis (1 to 9 times per month). The non-negative rate for drug tests is usually between 7-9%.

3. Urine testing in addition to the managed random program will be conducted. This includes "spot" tests for any individual involved with CWS (including individuals currently participating in the managed random program). A spot test is an unscheduled request for a test usually requested by the Social Worker and/or Court personnel when they suspect an individual may be under the influence of alcohol and/or other drugs or to ensure an individual is "clean." Drug testing may also be requested by the Emergency Response Division in the early investigative stages. On average, 105 spot tests are conducted monthly, with a non-negative rate of 40%.
4. The primary tests to be conducted shall include:
 - Urinalysis
 - Hair Analysis
 - Alcohol Breath

Urinalysis will be conducted using an initial test (immunoassay test) to eliminate "negative" urine specimens and identify presumptive positive specimens. This can be accomplished using Laboratory Testing or Onsite Instrument-Based Testing, using trained personnel. Vendors must identify their testing methodology and their protocols for ensuring quality control.

The Department will accept back to back (double) EMIT (enzyme multiplied immunoassay technique) initial testing as a valid process that does not require an across the board further different scientific method of confirmation for non-negative samples. Non-negative samples, however, must be frozen and stored, and available for testing by GC/MS when requested. Currently GC/MS is requested on a case by case basis as a result of medication history, disputed results, and/or other case concerns. On average, five requests for further testing of a sample by GC/MS are requested monthly. All other initial non-negative tests not using double EMIT testing must be further confirmed by GC/MS analysis. Initial screens testing negative will not be confirmed.

GC/MS testing may increase over the course of this contract as the Department is considering more frequent confirmation testing of presumptive positives for Amphetamines/Methamphetamines and Opiates. Roughly 50% of all positives by double EMIT analysis fall in these drug classes.

Hair testing will be requested on an as needed basis. On average, eight hair tests per month have been completed over the past year with a non-negative rate of 32%. The Department attempts to keep requests for hair tests to ten or less per month.

Alcohol testing will be conducted using a Department of Transportation approved device. Every test completed shall include testing for the presence of alcohol, unless otherwise indicated. A breath test is requested on every participant visit for testing, or

independently on an as needed basis. Alcohol tests are requested at initial testing through a Breathalyzer. Data from Dec 2014 indicates 1,144 Blood Alcohol Concentration (BAC) tests were conducted that month. Ethyl Glucuronide (EtG) tests may also be requested by CWS staff. On average, CWS staff requests 35 EtG tests per month.

Other methods of testing, such as oral fluids, sweat patch, ankle monitors, urine dip kits (or other portable test devices), fingernail, etc., are currently not used by the Department. The Department would consider using these other methods of testing should it be substantiated as reliable, and would meet the needs of our participants. Vendors should describe their service, and provide supportive information to demonstrate levels of proven accuracy and the benefit of using such testing method to the Department. Vendors should also provide a pricing schedule for this service.

5. All drug screens shall be completed for the detection of: Cannabis, Methamphetamine/Amphetamine, Cocaine, Opiates, Phencyclidine (PCP) and Alcohol (through Breathalyzer). Cutoff levels will be:

<u>Drug Group</u>	<u>Initial Screen Cutoff Levels</u>
Cannabis	20 ng/ml
Meth/Amphet.	1000 ng/ml
Cocaine	300 ng/ml
Opiates	300 ng/ml
PCP	150 ng/ml
Alcohol	000 BAC

Initial cutoff thresholds may be subject to change, at the discretion of the Department with written advanced notice. Additional screens for the detection of Barbiturates, Benzodiazepines, and hallucinogenic drugs such as LSD, Mescaline, and Ecstasy may be conducted upon Department request. Specific panels to be tested will be determined by the County based upon the individual characteristics of the participant and the particular circumstances of concern. This will occur infrequently, on a case by case basis.

6. Cutoff thresholds for GC/MS confirmations, when requested, will be:

<u>Drug Group</u>	<u>GC/MS Confirmation Cutoff Levels</u>
Cannabis	15 ng/ml
Meth/Amphet.	500 ng/ml
Cocaine	150 ng/ml
Opiates	300 ng/ml
PCP	25 ng/ml

All urine non-negative specimens identified by initial screening immunoassay test (unless completed by double EMIT testing) shall be confirmed using GC/MS. All GC/MS confirmations are to be identifiable and quantitative in nature.

7. The vendor shall maintain the availability of a Medical Review Officer (MRO) to be used on an as needed basis to review non-negative test results and make a determination whether the positive result was due to substance use or to an appropriate prescribed or over the counter medication. The Department has used the services of an MRO once over the past two years.

8. The County is interested in current technologies which could be incorporated into the current proposed contracting period. Vendors should include these services in their cost proposal when appropriate.
9. Vendors should have provisions in place to provide testing which includes uncommon drugs such as LSD, MDMA, GHB, etc. These tests should be made available to DSS upon request and included in the cost proposal. These tests would not normally be listed under the 5-panel drug test.
10. Vendors should describe their current process for dealing with a participant's inability or refusal to provide a viable specimen. Vendors can propose other reliable testing methods in their response to the RFP (i.e. oral fluid testing).
11. Vendors can use an electronic or portable refractometer to measure specific gravity to ensure accuracy. The specific gravity minimums are:
 - A. Substitution - specific gravity is less than or equal to 1.0010 or greater than or equal to 1.0200.
 - B. Dilution - specific gravity is greater than 1.0010 but less than 1.0030 on a single aliquot.
 - C. The temperature range for urine specimens is 90-100 degrees.
12. Vendors can also use hand-held devices and/or cups with temperature strips to accurately measure specimen temperature.
13. Vendors can use commonly used processes for the detection of adulterations, substitutions, and dilutions including the following: observation of color and appearance, detecting odor, tests include specific gravity, pH levels, creatinine, and nitrates. Vendors should fully describe their process for ensuring specimen integrity.
14. Vendors should describe their methods for ensuring the validity of a urine sample, including their procedures for detecting adulteration, substitutions, or dilution of urine samples. Standard tests/ equipment can be used for the determination of specific gravity and specimen temperature. The average urine sample temperature is 90 to 100 degrees Fahrenheit. Specimen validity testing is required for both initial and follow-up tests. Vendors should store positive samples for a period not less than one year if requested by DSS. Positive samples are normally stored by the vendor on site.
15. Vendor court appearances are rare and have not occurred in the past five years. However, vendors should have a process in place to provide written documentation to the court to provide clarification on drug testing results when needed.

B. Location/Facility

1. A minimum of one physical site in the Fresno metropolitan area, accessible to public transportation, and preferably, in or near downtown Fresno shall be established.
2. Vendors shall clearly explain how drug testing needs in rural Fresno County (particularly in or around the communities of Selma, Huron, and Mendota) will be met. Services to these areas may involve the establishment of a permanent site, mobile drug testing, or other service delivery approaches. Usually 35 participants are enrolled in drug testing at the Selma location and 35 participants are enrolled in testing in the Huron/Kerman/Mendota location.
3. Normal business days and testing hours shall be Monday through Friday, 9:00 am to

6:00 pm, though may be negotiated. Additional weekend and/or evening hours shall be established necessary to maintain a "true" random program, and to meet the needs of participants who are unable to come in during normal business days/hours. Vendors can propose additional testing times as needed as they deem appropriate to accommodate work hours and/or randomized testing.

4. All drug testing will be observed and urine collections shall be conducted by same gender staff. The Department will consider unobserved testing in rural areas, after hours and weekends. Privacy and confidentiality issues must be considered and balanced against the possibility participant may adulterate, substitute, or dilute a sample. Vendors should describe their protocols for observed testing.
5. Staffing shall include at least one available staff member who is fluent in English and Spanish. It is preferable that basic drug testing orientation materials (e.g. describing the Random Program) should be available in Spanish and English. Vendors should describe how they will communicate with monolingual participants that speak languages other than English or Spanish.
6. The vendor shall provide all labor, material, equipment, taxes, transportation, etc. to perform laboratory testing as specified.
7. All samples shall be refrigerated, frozen, or preserved prior to testing to insure sample integrity. The remainder of a sample which tests positive to drugs shall be frozen and retained for a period not less than one year or longer if requested by the Department in writing.
8. Where applicable, collection procedures will follow the National Institute on Drug Abuse (NIDA) and the Substance Abuse & Mental Health Services Administration (SAMHSA) and Department of Transportation (DOT) standards in collection of all specimens.
9. If vendor will be using outside laboratories they should identify such laboratory and describe its qualifications. Vendor should also identify which carrier is used to transport samples.
10. Vendors are required to report all no-shows to DSS staff on the same day of the no-show for testing.
11. Vendors shall design a randomized drug testing service program that is effective and allows for participants to cooperate with drug testing. This may include designating testing times for participants that avoid significant waiting times and/or work around employment schedules.

C. Quality Management

1. Staffing qualifications and staffing pattern should be consistent with and demonstrate the assurance of professionalism and reliability necessary for the testing program and maintaining the dignity and rights of consumers. Vendors should describe the job description and qualifications of their staff including, but not limited to, Lab Director, Lab technologists, and specimen collectors.
2. Vendors shall describe their quality assurance protocols of laboratory equipment and materials, and how training needs of staff are met, including training for new employees. Documentation that all staff has received sufficient training shall be available for Department review.

3. Quality Control Procedures – vendors should maintain strict quality control procedures that include all aspects of the testing process: specimen acquisition, chain-of-custody, security, screening, confirmation of analytical procedures, and reporting of results. Documentation of these procedures shall be available for review.
4. Laboratories conducting drug testing shall conduct specimen validity testing to identify if a urine sample is diluted, adulterated, or substituted. Vendors should describe this process.
5. All test results must be reviewed by a responsible official before being certified as accurate. Vendors must indicate who their responsible official is, and their training and qualifications.
6. Vendor shall have a written protocol and maintain a legally defensible "chain of custody" written record on all samples accepted for testing. Such records (on non-negative results) shall be maintained for a period of two years.
7. All samples testing non-negative will be maintained for a minimum of one (1) year for possible court challenge, and will be housed at the lab site according to NIDA/SAMHSA standards to protect their viability.
8. The drug-testing lab shall maintain and make available for review documentation of all aspects of the testing process for a minimum of two (2) years.
9. The program shall establish and have available for review a procedure for continuous quality management. The County reserves the right to conduct on-site program evaluations or reviews.
10. Vendors will report to DSS any efforts by the participants to adulterate the specimen or collection process. Vendor shall submit an incident report to DSS describing the details on the attempt to adulterate the specimen or collection process.

D. Reports

1. Reports shall be developed and/or provided that are consistent with providing an effective random testing program. At minimum this shall include:
 - Individual participant testing results;
 - Participant summary of testing history;
 - History of participation or non-participation in random program;
 - No shows;
 - Report on adulterations, substitutions, and/or diluted samples, or other situations where an individual could not provide a sample.
2. Current DSS requests for reports is based upon the drug testing program currently in place to ensure the success of drug testing services, particularly the managed random component. Proposed drug testing services may necessitate changes/additional reports required.

DSS currently receives the following monthly reports:

A. Monthly Reports:

1. Invoice listing all services performed and amounts billed for the month
2. Summary of enrollments/dismissals and summary by random groups established

3. Summary of all tests conducted for month: Random, Emergency Response, Spot Tests, and Hair Tests, including GC/MS confirmations. The summary includes number to be tested, number actually tested, testing result, number and percent by drug group, positive test rates.
 4. Cumulative no show list - including consistent no shows
 5. Summary of individuals who have not enrolled
- B. Quarterly Reports:
1. Summary of testing completed for the quarter
 2. Graphical descriptions/trends
 3. Drug classes testing positive
 4. Comparative analysis of no show rates
 5. Other information as deemed needed
3. Annual Reports – Vendors should propose an annual report which includes data on drug tests, trends, positive rates, number of participants enrolled, number tested, number of no shows, etc.
 4. Individual participant testing results shall include, at minimum:
 - All identified drugs;
 - Whether the drugs are identified as negative or positive;
 - Cut-off number that is assigned to each drug for screening/confirmation;
 - Specimen number assigned for chain of custody number;
 - Drug testing lab specimen identification number for the lab identification;
 - PH level, Creatinine and specific gravity levels; and
 - Copy of applicable Chain of Custody Form.
- DSS does not require access to a dedicated network system to gain access to results. However, a network system that allows DSS staff to review results online and track outcomes for each participant, including a printable report for the participant's case file may facilitate timely follow-up with each participant and benefit the case management process and the court reporting process.
5. At the time of orientation into the random program, a request for medication information will be supplied to participants to be completed with assistance from provider staff, if participant is unable to complete. The request for medication form shall at a minimum inquire about prescribed and over the counter medication that may affect the results of the test. This information shall be updated on subsequent testing dates.
 6. Vendors must work collaboratively with the Department to develop additional reports and/or a data tracking system that is deemed necessary to maintain effective and efficient program services. Statistical information required by the County will be collected and provided at the Department's request. This may include specific data on:
 - The random program;
 - Other testing services, i.e., Spot Tests, Hair Tests, GC/MS requests, etc.
 - Rural usage;
 - Non-positivity rates;

- Prevalence of types of drugs identified;
 - Drug trends;
7. DSS will meet with the vendor on an as needed basis to implement drug testing services. A close collaboration is expected with the vendor. Contact may be formalized (regular meetings) for administrative meetings, and/or varied and informal between program staff and the vendor.
 8. Invoices will be submitted by the 10th of the month for the previous month's expenditures. Invoices at minimum will include total amount due, date of service, type of service, price. Other information such as participant name, case #, SS#, may be requested. Additional supportive information will also be requested. In general, invoices shall be in a form and manner approved by the Department.
 9. Vendors should submit samples of reports that would be available to the Department. Any expenses associated with the development of additional reports, data tracking systems, etc., shall be borne by the vendor.

E. Reporting Timeframes

Vendors shall describe their timeframes for submitting test results to the Department. The acquisition of test results in a timely manner is important to the Department. Information may be relayed verbally, by fax, or by hard copy, however, hard copies must always be provided.

In general, the Department seeks the following

- Spot Tests/Emergency Response Requests - results needed by phone or fax immediately, defined as within one hour, on a case by case basis.
- Random Program Tests - results needed by the following working day. Currently, individual test results for participants in the random drug testing program are available for pick-up by DSS staff on the following morning.
- GC/MS - results provided within 24-48 hours of completion of the initial test.
- Hair Tests - results provided within 3-7 working days.

F. Consultation/Training

The Department seeks a collaborative partner to be involved in planning meetings to assist in the development of drug testing protocols and processes necessary for implementation of the proposed drug testing services. The vendor will participate in ongoing program review and fine tuning, and provide training and consultation with staff, as needed to ensure programmatic success.

Expert testimony will be needed, in person or by submission of a written response, in a Court setting upon request. Generally, these requests are complied with through written response. In addition, staff shall be available for interpretation of test results and other consultation, as needed.

Costs associated with consultation/training shall be that of the vendor. The vendor must agree to coordinate, cooperate, and comply with any other specific requirements from the Department.

DSS will not be able to provide start-up funds for the vendor to establish a randomized drug testing services for CWS participants.

G. Alternative Approaches

Vendors are required to respond to the RFP as issued. Alternative approaches can be included in the proposal as long as the requirements of the RFP are satisfied.

COST PROPOSAL

Proposals may be prepared in any manner to best demonstrate the worthiness of your proposal. Compensation will be at the proposed rates ultimately accepted by DSS. Vendors will provide all labor, materials, equipment, etc., to provide Drug Testing services, on a fee for service basis. As applicable, description of rates shall include, but are not limited to:

Proposed cost per test

- Urine Screen (Double EMIT process), as applicable
- Urine Screen and GC/MS Confirmation
- Hair Analysis
- Alcohol Breathalyzer
- Other proposed testing methods
- Testing on additional drugs (e.g. Barbiturates, Benzodiazepines, LSD, Mescaline, and Ecstasy)

Any and other costs, as applicable:

- Differential pricing for services such as mobile testing, evening and/or weekend hours.
- Volume discount, if any

Services of Medical Review Officer, expert testimony.

PROPOSAL CONTENT REQUIREMENTS

It is important that the vendor submit his/her proposal in accordance with the format and instructions provided under this section. Doing so will facilitate the evaluation of the proposal. It will limit the possibility of a poor rating due to the omission or mis-categorization of the requested information. Responding in the requested format will enhance the evaluation team's item by item comparison of each proposal item. The vendor's proposal may be placed at a disadvantage if submitted in a format other than that identified below.

Bidders are requested to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified. Each page should be numbered.

Each binder is to be clearly marked on the cover with the proposal name, number, closing date, "Original" or "Copy", and bidder's name.

Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested. Supportive material may be attached as appendices. All pages, including the appendices, must be numbered.

Vendors are instructed not to submit confidential, proprietary and related information within the request for proposal. If you are submitting trade secrets, it must be submitted in a separate binder clearly marked "TRADE SECRETS", see Trade Secret Acknowledgement section.

The content and sequence of the proposals will be as follows:

- I. RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE) completed and signed by participating individual or agency.
- II. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
 - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- III. TABLE OF CONTENTS
- IV. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. In this section the bidder should address the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest. This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.

V. TRADE SECRET:

A. Sign where required.

VI. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

VII. REFERENCES

VIII. PARTICIPATION

IX. EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:

- A. Exceptions to General Conditions.
- B. Exceptions to General Requirements.
- C. Exceptions to Specific Terms and Conditions.
- D. Exceptions to Scope of Work.
- E. Exceptions to Proposal Content Requirements.
- F. Exceptions to any other part of this RFP.

X. VENDOR COMPANY DATA: This section should include:

- A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
- B. Descriptions of any similar or related contracts under which the bidder has provided services.
- C. Descriptions of the qualifications of the individual(s) providing the services.
- D. Any material (including letters of support or endorsement) indicative of the bidder's capability.
- E. A brief description of the bidder's current operations, and ability to provide the services.
- F. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**
- G. Describe all contracts that have been terminated before completion within the last five (5) years:
 - 1. Agency contract with

2. Date of original contract
 3. Reason for termination
 4. Contact person and telephone number for agency
- H. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:
1. Location filed, name of court and docket number
 2. Nature of the lawsuit or legal action
- I. Describe any payment problems that you have had with the County within the past three (3) years:
1. Funding source
 2. Date(s) and amount(s)
 3. Resolution
 4. Impact to financial viability of organization.
- XI. SCOPE OF WORK:
- A. Bidders are to use this section to describe the essence of their proposal.
- B. This section should be formatted as follows:
1. A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.
 2. A detailed description of your proposal as it relates to each item listed under the "Scope of Work" section of this RFP. Bidder's response should be stated in the same order as are the "Scope of Work" items. Each description should begin with a restatement of the "Scope of Work" item that it is addressing. Bidders must explain their approach and method of satisfying each of the listed items.
- C. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."
- D. A complete description of any alternative solutions or approaches to accomplishing the desired results.
- XII. COST PROPOSAL: Quotations may be prepared in any manner to best demonstrate the worthiness of your proposal. Include details and rates/fees for all services, materials, equipment, etc. to be provided or optional under the proposal.
- XIII. CHECK LIST

AWARD CRITERIA

COST

- A. As submitted under the "COST PROPOSAL" section.

CAPABILITY AND QUALIFICATIONS

- A. Do the service descriptions address all the areas identified in the RFP? Will the proposed services satisfy County's needs and to what degree?
- B. Does the vendor demonstrate knowledge or awareness of the problems associated with providing the services proposed and knowledge of laws, regulations, statutes and effective operating principles required to provide this service?
- C. The amount of demonstrated experience in providing the services desired in a California County.

MANAGEMENT PLAN

- A. Is the organizational plan and management structure adequate and appropriate for overseeing the proposed services?

The County will determine award based on the following areas. Determination will not necessarily be in order of importance as listed below.

1. COST

- A. As submitted under the "COST PROPOSAL" section.

2. EXPERIENCE, KNOWLEDGE, AND COMMUNITY INVOLVEMENT

- A. As described in vendor's proposal.

3. 3. PLAN OF OPERATION

- A. As described in vendor's proposal.

4. ADMINISTRATIVE AND FISCAL QUALIFICATIONS

- A. As described in vendor's proposal.

5. REQUIRED DOCUMENTS

- A. As described in vendor's proposal.

CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the RFP package in order to make the RFP compliant. Because this checklist is just a guideline, the bidder must read and comply with the RFP in its entirety.

Check off each of the following:

1. _____ The Request for Proposal (RFP) has been signed and completed.
2. _____ Addenda, if any, have been completed, signed and included in the bid package.
3. _____ **One (1) original plus four (4) copies** of the RFP have been provided.
4. _____ The completed *Trade Secret Form* as provided with this RFP (Confidential/Trade Secret Information, if provided must be in a separate binder).
5. _____ The completed *Criminal History Disclosure Form* as provided with this RFP.
6. _____ The completed *Participation Form* as provided with this RFP.
7. _____ The completed *Reference List* as provided with this RFP.
8. _____ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
9. _____ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFP No.	<u>989-5328</u>
Closing Date:	<u>February 27, 2015</u>
Closing Time:	<u>2:00 P.M.</u>
Commodity or Service:	<u>Drug Testing Services</u>

Return Checklist with your RFP response.