

**REQUEST
FOR
PROPOSAL
NO. 2013-03**

**Alabama Department of Corrections
CDL Drug and Alcohol Testing Program Services**

**Alabama Department of Corrections
Office of the Commissioner
301 South Ripley Street
Montgomery, AL 36104**

June 11, 2013

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REQUEST FOR PROPOSAL

Alabama Department of Corrections CDL Drug and Alcohol Testing Program Services

INFORMATION FOR SUBMITTING PROPOSALS

Requesting Agency

The Alabama Department of Corrections (“ADOC”) is requesting proposals from responsible Vendors to fill the needs of the State as outlined herein. Please read the entire solicitation package and submit your proposal in accordance with all requirements.

Project Title

Request for Proposal (“RFP”)
CDL Drug and Alcohol Testing Program Services

Summary Description of Services

Drug and Alcohol Testing Services in accordance with all federal requirements of the U.S. Department of Transportation (“DOT”)

Send Proposals To

Direct Delivery (FedEx, UPS, etc):

Alabama Department of Corrections
Commissioner’s Office
Attn: Anne Hill, General Counsel
301 South Ripley Street
Montgomery, AL 36104

or

US Postal Service:

P. O. Box 301501
Montgomery, AL 36130

Submission of Proposal

The deadline for receipt of Vendor’s proposal is July 12, 2013, at 4:00 p.m., CST.

SECTION I INTRODUCTION

In response to the requirements of the U.S. DOT in 49 CFR, Parts 40, 382, 655, and all other regulations as required (as amended), the ADOC announces this RFP to all eligible and interested parties for the opportunity to submit a proposal, in accordance with the requirements herein, for the Drug and Alcohol Testing Services for CDL Drivers. The agreement period for this RFP shall be subject to available funding through annual appropriations. You are invited to submit a response in accordance with the requirements specified in this RFP.

The ADOC seeks responses from private vendors to provide alcohol and drug testing, including, but not limited to, the following: Pre-duty, Random, Reasonable Suspicion, Return-to-Duty, Follow-up, and Post Accident testing for ADOC employees and inmates within the custody of the ADOC who are assigned to certain transportation jobs, all of whom are in possession of a valid Commercial Drivers License (“CDL”) and who are used in safety-sensitive functions in the course of their jobs.

All responding parties must be capable of providing stand-alone services with minimal support from the ADOC and will, at a minimum, comply with Federal and State law and ADOC standards as may be defined in the Policies and Procedures and Administrative Regulations of the ADOC. ADOC Policies and Procedures can be accessed through the ADOC’s website, www.doc.alabama.gov. When differences exist between standards, the higher standard as defined by the ADOC will prevail.

Proposals must be delivered by July 12, 2013, at 4:00 p.m. CST, to the Alabama Department of Corrections, Office of the Commissioner, Attn: Anne Hill, 301 South Ripley Street, Montgomery, Alabama 36104, or P.O. Box 301501, Montgomery, Alabama 36130.

Vendor may mail or hand-deliver proposals, including amendments, but the ADOC must actually receive them as specified. It will not be sufficient to show that Vendor mailed or commenced hand delivery of the response before the scheduled closing time for receipt of proposals. All times are Central Standard Time. Computer, fax, or other electronic submissions are not allowed and will not be accepted. Proposals arriving after the deadline date will not be considered.

1.1 Purpose of Procurement

The purpose of this RFP is to ensure compliance with all DOT standards for drug and alcohol testing of CDL drivers through a responsible vendor that meets all Federal requirements and certifications as required by law.

1.2 Definitions

“ADOC,” “DOC,” or “Department” – the Alabama Department of Corrections.

Authorized Representative – any person or entity duly authorized and designated in writing to act for and on behalf of a party to this agreement or contract, which designation has been furnished to all the parties herein.

Designated Employer Representative (“DER”) – an ADOC employee authorized by the employer to take immediate action(s) to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and

evaluation processes. The DER also receives test results and other communications for the employer, consistent with 49 CFR Part 40.

Inmate – a person who has been sentenced to the custody of the ADOC. This also includes persons from other jurisdictions who are housed in ADOC facilities pursuant to the Interstate Corrections Compact.

Medical Review Officer (“MRO”) –a licensed physician associated with the Vendor who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results in accordance with 49 CFR Part 40.

RFP – this Request for Proposal, together with all amendments and addenda thereto.

Standards – all applicable Federal and State laws, constitutional requirements, and ADOC policies and procedures. If there is a conflict between any of these and this RFP or the Contract, the more stringent shall apply, as determined by the ADOC.

State – the State of Alabama or the Alabama Department of Corrections. These terms may be used interchangeably.

Vendor – any corporation or legal entity qualified under Alabama law to respond to the RFP.

1.3 Opening Date

Vendors’ proposals will be opened on July 15, 2013, at 10:00 a.m. CST, in the Commissioner’s Office, 301 South Ripley Street, Montgomery, Alabama 36104.

1.4 Cost Proposal

Prices must be quoted in the proposal in accordance with Section VI of this RFP. Prices will be firm for the time period indicated, but in no event shall that time period be less than ninety (90) days.

1.5 Contract Term

The contract is for a period of two (2) years with the option to renew for three (3) additional one-year terms under the same terms and conditions. All contracts and renewals are dependent upon the provision of necessary appropriations by the Alabama Legislature and subject to approval by the Parties, the Contract Review Permanent Legislative Oversight Committee, and the Governor.

1.6 Entire Agreement

Upon acceptance of Vendor’s proposal by the ADOC, the parties will execute a formal contract, in writing, duly signed by the proper parties thereto, and subject to review by the Legislative Contract Review Committee and approval of the Governor of the State of Alabama.

1.7 Form and Content of Proposals

All proposals must be in writing, address all information requested, and conform to the specifications set forth herein, including submission forms referenced. Vendors may include with their proposals

supplemental information or statements necessary for a full and fair presentation. The supplemental information should be provided as attachments to the proposal.

An original (notarized) and five (5) copies of each proposal are required. Failure to submit the required number of copies may prevent Vendor's proposal from being evaluated within the allotted time. Proposals must be submitted in ink, typed, or printed form. An authorized representative must sign the proposal, and any changes, in ink in all required places. The proposal must address all requirements of this RFP and provide all the information requested.

RFP number, proposal deadline date, and time must be on the outside front lower left corner of the sealed envelope/package. Each proposal must include original signature and notarization on the enclosed Vendor Authorization Form to Submit Proposal (Appendix A) and said Form must be returned with proposal. Proposals submitted on reduced and/or mutilated forms will be rejected. Proposals submitted by "Express/Overnight" services must be in a separate inner envelope/package, sealed, and identified as stated above.

Properly identified proposals will be securely kept and will remain unopened until time of proposal presentation. The ADOC does not accept responsibility for the premature opening of a proposal not properly identified or the late arrival of a proposal for whatever reason.

Prices will be made public for information of interested respondents. Such information is not to be construed as meaning any Vendor meets all specifications as set out in the RFP.

The ADOC takes its responsibilities under the State of Alabama's public records law – Alabama Code Section 36-12-40 – very seriously. If Vendor considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secret, or otherwise not subject to public disclosure, Vendor must, in addition to the required original and five (5) copies of the proposal, also provide the ADOC with a separate redacted copy of its proposal and briefly describe in a separate writing, as to each item redacted, the grounds for claiming exemption from the public records law. This redacted copy shall be clearly marked "Redacted Copy." The redacted copy shall be provided to the ADOC at the same time Vendor submits its proposal and must only exclude or redact those exact portions that are claimed confidential, trade secret, or otherwise not subject to disclosure.

Vendor shall be responsible for defending its determination that the redacted portions of its proposal are confidential, trade secret, or otherwise not subject to disclosure. Furthermore, Vendor shall protect, defend, and indemnify the ADOC for any and all claims arising from or relating to Vendor's determination that the redacted portions of its proposal are confidential, trade secret, or otherwise not subject to disclosure. All of the above shall be acknowledged in Vendor's "Redacted Copy."

If Vendor fails to submit a Redacted Copy with its proposal, the ADOC is authorized to produce the entire document(s), data, and/or records submitted by Vendor in answer to any public records request.

1.8 Request to Modify or Withdraw Proposal

Vendor may make a written request to modify or withdraw the proposal at any time prior to the Proposal Deadline date. No oral modifications will be allowed. Such requests must be addressed and labeled in the same manner as the original proposal and plainly marked Modification to, or Withdrawal of, Proposal. Only written requests received by the ADOC prior to the Proposal Deadline date and time will be accepted. The ADOC will correct the proposal after opening.

1.9 Suspected Errors/Clarification

If Vendor suspects an error, omission, or discrepancy in this solicitation, Vendor must notify Mrs. Anne Hill, ADOC General Counsel, at the above stated address and such notification must be received by the ADOC by June 25, 2013. The ADOC will issue written instructions, if appropriate, by close of business on July 2, 2013. Those instructions will be posted on the ADOC website and the Statewide RFP Database at <http://rfp.alabama.gov/Login.aspx>.

If Vendor considers any part of the RFP unclear, Vendor is expected to make a written request for clarification and such request must be received by the ADOC no later than June 25, 2013, at 12:00 p.m. The ADOC will respond in writing to all such requests by close of business on July 2, 2013. In the ADOC response, the ADOC will state the request for clarification followed by a statement of clarification. A copy of the response will be provided to the vendor who submitted the question and posted on the ADOC website and the Statewide RFP Database at <http://rfp.alabama.gov/Login.aspx>.

If changes in the RFP become necessary, an addendum will be posted on the ADOC website and the Statewide RFP Database at <http://rfp.alabama.gov/Login.aspx>.

1.10 Proposal Firm Time

The proposal will remain firm and unaltered after opening for ninety (90) days after the proposal due date or until the ADOC signs a contract with another Vendor, whichever is earlier. The ADOC may accept Vendor's proposal at any time during the proposal firm time, subject to successful contract negotiations.

1.11 Security

By the time of the signing of a contract, Vendor must also provide a Performance Guarantee in the amount of one hundred thousand dollars (\$100,000.00) in the form of a bond or other form acceptable to the ADOC. This guarantee will be in force for the life of the contract. A breach of the contract by Vendor will cause the performance guarantee to become payable to the State of Alabama. The ADOC will be the named recipient of the Performance Guarantee.

1.12 Evaluation and Selection

The ADOC will evaluate all proposals using the criteria outlined in this RFP. As part of the selection process, Vendors may be asked to brief their proposal to ADOC representative(s) to provide additional information on their respective organization's capabilities. Upon the ADOC selecting Vendor's proposal for contract negotiations, the ADOC will send Vendor a written notice. Notice letters sent or posted during the period of time that the proposal price is firm, or during any extension thereof, will extend the proposal firm time until such time as the ADOC signs a contract or determines negotiations with Vendor have failed. Receipt or posting of a notice is not equivalent to a contract with the ADOC.

1.13 Responsibility to Read and Understand

By responding to this solicitation, Vendor will be held to have read and thoroughly examined the RFP. Failure to read and thoroughly examine the RFP will not excuse any failure to comply with the requirements of the RFP or any resulting contract, nor will such failure be a basis for claiming additional compensation.

1.14 Contract Negotiations

The Vendor chosen may be required to enter into contract negotiations if the ADOC believes such is necessary or desirable. If an agreement cannot be reached to the satisfaction of the ADOC, the ADOC may reject Vendor's proposal or revoke the selection and begin negotiations with another vendor. Any proposed changes, as well as the final contract, must be approved and signed by the appropriately authorized State and ADOC official(s).

1.15 Commencement of Work

It is anticipated that the work shall commence on October 1, 2013, or at such other date as the parties may mutually agree. If Vendor begins any billable work prior to final approval by the ADOC and execution of the contract, Vendor does so at its own risk.

1.16 Vendor Contact

The ADOC will consider the person who signs Vendor's proposal the contact person for all matters pertaining to the proposal unless Vendor designates another person in writing.

1.17 Reservations

The ADOC reserves the following rights: (1) to reject all proposals; (2) to reject individual proposals for failure to meet any requirement; (3) to award by item, part or portion of an item, group of items, or total; and (4) to waive minor defects. The ADOC may seek clarification of the proposal from Vendor at any time and failure to respond is cause for rejection. Clarification is not an opportunity to change the proposal. Submission of a proposal confers on Vendor no right of selection or to a subsequent contract. This process is for the benefit of the ADOC only and is to provide the ADOC with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms, and conditions will be made solely at the discretion of the ADOC and made to favor the State.

1.18 Cost of Preparation

The ADOC is not responsible for, and will not pay any costs associated with, the preparation and submission of Vendor's proposal, regardless of whether or not selected for negotiations. Any costs associated with any oral presentations to the ADOC will be the responsibility of Vendor and will in no way be charged to the ADOC.

SECTION II

GENERAL TERMS AND CONDITIONS

2.1 Proposal Conditions

- a) By signing the proposal, Vendor agrees to be bound by all terms and conditions of the RFP. Any exceptions to the specified terms and conditions must be clearly set forth within Vendor's proposal and are subject to the acceptance of the ADOC.
- b) Any contract that results from this RFP will be a firm, fixed-price contract, and the contract price established at award will constitute the total amount payable to Vendor to perform the Scope of Work set forth in the contract. The resulting contract constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and agreements that may have been made in connection with the subject matter hereof. No modification or amendment to the contract will be binding upon the parties unless the same is in writing and signed by the respective parties thereto.
- c) All vendor proposals will remain firm and unaltered for ninety (90) days after the proposal due date shown or until the contract is fully executed with another vendor, whichever is earlier. An exception to the criterion will be the vendor engaged in contract negotiations after pre-award notification who will be allowed to make proposal modification(s) only in accordance with a request by the ADOC.
- d) The ADOC reserves the right to modify the requirements of the RFP or the awarded contract by: (1) changing the Scope of Work deliverable or time frames; (2) adding or deleting tasks to be performed or equipment to be provided; and/or (3) making any other modification deemed necessary by the ADOC. Any changes in Vendor's proposed program or pricing in response to an ADOC request are subject to acceptance by the ADOC.
- e) Any alternate proposal submitted by Vendor (receiving pre-award notice), which in the opinion of the ADOC best satisfies the ADOC's requirements, may be considered and substituted for Vendor's initial proposal, either in whole or in part.
- f) In the event price changes or proposed service changes in response to an ADOC request are not acceptable to the ADOC, Vendor's pre-award status may be rescinded. At the option of the ADOC, another selection for pre-award may be made from the vendors to the RFP, or the ADOC may open the process to re-procurement based upon the new specifications.
- g) All information submitted pursuant to the RFP may be subject to the Open Records Act. Any information submitted with a proposal, including cost, price, and other information (whether or not marked as proprietary or confidential), which is made part of the contract, is subject to release in accordance with the Open Records Act and/or applicable law. (See Section 1.7 of this RFP).
- h) Only the final results of the ADOC Evaluation Committee may be considered public. Any work papers, individual evaluator or consultant comments, notes, or scores are not open.
- i) The Successful Vendor, who executes the awarded contract for service, is contractually responsible for the total performance of the contract. Assignments for subcontracting may be allowable at the sole discretion of the ADOC, but must be disclosed as a part of the proposal or otherwise approved in advance by the ADOC. Any sub-Vendor providing services required in the RFP or in the awarded

contract will meet or exceed the requirements set forth in the RFP and hold any required certifications under Federal law.

- k) Vendors may be asked to submit further financial information to prove financial responsibility, including but not limited to, providing financial statements and other documentation that you think would assure the ADOC that your business will continue for at least three (3) years from today.
- l) All terms of the RFP and Vendor's responses to the RFP, along with all schedules and attachments, will be incorporated and referenced as part of the awarded contract.

2.2 Other General Terms

- a) The executed contract is subject to the appropriation of funds or funds made available to the ADOC to fulfill the contract obligations.
- b) No interpretation of any provision of the contract resulting from the RFP, including applicable specifications, is binding on the ADOC unless furnished or agreed to in writing by the ADOC.
- c) Vendor's provision of services must comply with the standards of the DOT.
- d) If any requirement of the RFP exceeds the standards or requirements of Federal or State law or the Policies and Procedures of the ADOC, the requirements of the RFP will prevail. Any exception to this requirement must be specified in the awarded contract, or through a subsequent written mutual agreement, and be signed by the authorized representative of Vendor and the ADOC.
- e) The ADOC will not be bound to any terms and conditions included in any Vendor or sub-Vendor documents. No conditions in sub-Vendor documents in variance with, or in addition to, the requirements of the RFP or the awarded contract will in any way affect Vendor's obligations under the awarded contract.
- f) Should Vendor at any time: (1) fail to perform the Services according to the specifications required in the RFP; (2) fail in any respect to perform the service requirements of the RFP with promptness and diligence; and/or (3) fail in the performance of any agreement contained in the awarded contract, the ADOC will have the option, after forty-eight (48) hours written notice to Vendor by registered mail, return receipt requested, to the address shown in Vendor's proposal, to take any one or more of the following actions:
 - i) Withhold any monies then or next due to Vendor; or,
 - ii) Terminate the contract; or,
 - iii) Provide such materials, supplies, equipment, and labor as may be necessary to complete said work, bring the rendition of the Services up to the specification and standards required in the RFP or awarded contract, pay for same, and deduct the amount so paid from any money then or thereafter due to Vendor.
- g) All documents, materials, or data developed as a result of work under the awarded contract will be the property of the ADOC. The ADOC will have the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of Vendor work under the awarded contract. The ADOC may use this information for its own purposes. Vendor

is required to have the rights to utilize any documents, materials, or data provided by Vendor to fulfill requirements of the RFP. Vendor will keep confidential all documents, materials, and data prepared or developed by Vendor or supplied by the ADOC.

- h) Vendor will supply all billings, records, evidence of services performed, or other documents as may be required for review and audit by the ADOC. Licensed materials, used as part of fulfilling the requirements of the awarded contract, will be considered a trade secret to Licensors.
- i) Vendor will be an independent contractor. Vendor, its agents, sub-Vendors, and/or employees will not be considered to be agent(s), distributor(s), representative(s), or employee(s) of the ADOC. Further, neither Vendor nor any employees of Vendor will be entitled to participate in any retirement or pension plan, group insurance program, or other programs designed to benefit employees of the ADOC.
- j) All work products originated or prepared by Vendor and delivered to the ADOC pursuant to the RFP are, or will be, the exclusive property of the ADOC.

2.3 Disputes

Any dispute arising under, or relating to, the awarded contract that cannot be informally resolved by the parties will be made in writing and presented to the ADOC for a written decision. The ADOC will issue a written decision on the dispute within thirty (30) days. In the event of any conflict between Vendor and the requirements of the RFP, the provisions of the contract will control. Vendor will proceed diligently with performance of the awarded contract pending final resolution of any request for relief or adjustment, or any dispute or appeal, and will comply with any direction of the ADOC pending such final resolution.

If any dispute cannot be handled as described above, for any and all monetary disputes under this Agreement, Vendor's sole remedy shall be limited to the Board of Adjustment for the State of Alabama. For all other disputes arising under the terms of this Agreement, the Parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or, where appropriate, private mediators. Nothing in this RFP shall be deemed a waiver of any immunity, as granted to the Agency by Federal and State law.

2.4 Term and Renewals

The length of the contract is for two (2) years with the mutual option to renew for three (3) additional one-year terms. All contracts and renewals are subject to approval by the Parties, the Contract Review Permanent Legislative Oversight Committee, and the Governor. If the commencement of performance is delayed because the ADOC does not execute the contract on the start date, the ADOC may change the start date, end date, and milestones to reflect the delayed execution.

2.5 Termination for Convenience

If the ADOC terminates for convenience, the ADOC will pay Vendor for services satisfactorily provided and for authorized expenses incurred up to the time of termination.

2.6 Billing

- a) Vendor shall provide a monthly invoice utilizing one standardized format. All invoices shall begin on the first day of the month and end on the last day of the month. The invoices shall reflect service provided to the ADOC in the preceding month. The invoice shall include the testing date, name of the participant, participant identification number, and type of test given. Attach a sample invoice to your proposal.

Payment for proper performance of services will be commensurate with the scheduled progress of the work and will be made upon receipt of a detailed invoice for payment and properly received authorization from the ADOC. The invoice will certify that Vendor will be paid on a monthly basis after services have been delivered.

- b) Vendor will not bill for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to the ADOC. If it is determined that taxes are legally chargeable to the ADOC, the ADOC will pay the tax as required. State and federal tax exemption information is available upon request. The ADOC does not warrant that the interest component of any payment, including installment payments to Vendor, is exempt from income tax liability.
- c) Vendor will be in compliance with applicable tax requirements and will be current in payment of such taxes.
- d) Payments delayed by the ADOC at the beginning of the fiscal year because of the appropriation process will not be considered a breach. While the State has not historically delayed payments at the beginning of the fiscal year, such a circumstance will not constitute a breach by the ADOC.
- e) The ADOC will not be liable to pay Vendor for any supplies provided, services performed, or expenses for the supplies and services, subject on the contract, incurred prior to the beginning of the term of the contract.
- f) Final payment will be made upon determination by the ADOC that all requirements under the contract have been completed, which determination will not be unreasonably withheld. Such final payment will be made subject to adjustment after completion of an audit of Vendor's records, as provided for in the Contract.
- g) Payments will be made to conform to State fiscal year requirements notwithstanding any contrary provision in the Contract or order. This may include prorating payments that extend beyond the end of the fiscal year for the ADOC.

2.7 Availability of Appropriations

The ADOC will use its best efforts to secure sufficient appropriations to fund the Contract. However, obligations of the ADOC hereunder will cease immediately, without penalty or further payment being required, if the Alabama Legislature fails to make an appropriation sufficient to pay such obligation. The ADOC will determine whether amounts appropriated are sufficient. The ADOC will give Vendor notice of insufficient funding as soon as practicable after the ADOC becomes aware of the insufficiency. Vendor's obligation to perform will cease upon receipt of the notice.

2.8 Audit/Retention of Records

Vendor and its sub-Vendors will maintain books and records related to the performance of the contract or subcontract and necessary to support amounts charged to the ADOC in accordance with applicable law,

terms and conditions of the contract, and generally accepted accounting practices. Vendor will maintain these books and records for a minimum of three (3) years after the completion of the contract, final payment, or completion of any contract audit or litigation, whichever is later. All books and records will be available for review or audit by the ADOC, its representatives, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. Vendor agrees to cooperate fully with any such review or audit. If any audit indicates overpayment to Vendor, or sub-Vendor, the ADOC will adjust future or final payments otherwise due. If no payments are due and owing to Vendor, or if the overpayment exceeds the amount otherwise due, Vendor will immediately refund all amounts that may be due to the ADOC. Failure to maintain the books and records required by this Section will establish a presumption in favor of the ADOC for the recovery of any funds paid by the ADOC under the contract for which adequate books and records are not available to support the purported disbursement.

2.11 Responsibility for Agents and Employees

Vendor will remain fully responsible for the negligent acts and omissions of its agents, employees, and/or sub-Vendors in their performance of Vendor's duties under the contract. Vendor represents that it will utilize the services of individuals skilled in the profession for which they will be used in performing services hereunder. In the event that the ADOC determines that any individual performing services for Vendor hereunder is not providing such skilled services, the ADOC will promptly notify Vendor and Vendor will replace that individual.

2.12 Certifications

Vendor or its employees will have and maintain any required license or certification in accordance with Federal and State law. Upon request of the ADOC, Vendor may be required to submit proof of any license or certification of the Vendor or any subvendor.

2.13 Assignment and Subcontracting

- a) Vendor may not assign, subcontract, or transfer any interests in the work subject of the contract without the prior written consent of the ADOC. In the event the ADOC gives such consent, the terms and conditions of the contract will apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as Vendor is hereby bound and obligated. This includes requiring such parties to submit certificates and disclosures to the ADOC for review and approval. Consent of the ADOC to assign, subcontract, or transfer any interest in the work to any contractor/subcontractor shall not be considered a waiver of their right to consent to any subsequent contractor/subcontractor.
- b) The names and addresses of all sub-Vendors utilized by Vendor will be listed in an addendum to the contract together with the anticipated amount of money that the sub-Vendor is expected to receive pursuant to the contract.
- c) If Vendor is unable to secure or maintain individuals named in the contract to render the services set forth in the contract, Vendor will not be relieved of its obligations to complete performance. However, the ADOC will have the option to terminate the contract upon written notice to Vendor.
- d) The ADOC may transfer the subject matter of the contract or payment responsibility to another State agency after giving written notice to Vendor.

2.14 Conflicts of Interest

Vendor covenants that it has disclosed to the ADOC, and agrees it is under a continuing obligation to disclose, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that may conflict in any manner with Vendor's obligations under the contract. Vendor further covenants that it will not employ any person with a conflict to perform under the contract, or hire any sub-Vendor with a conflict to perform under the contract. Vendor further covenants that no person has an interest in Vendor or in the contract that would violate Alabama law.

SECTION III

PROPOSAL FORMAT AND METHOD OF SELECTION

3.1 Introduction

A crucial aspect of this project is a detailed evaluation of each company submitting a proposal. The evaluation will consider the company's resources, experience, and performance. This RFP is designed to facilitate the evaluation and selection of a contractor who is best able to achieve the objectives of the ADOC. Given the multiple components of this RFP, and in order to adequately compare the information contained in each proposal, the ADOC requests that all contractors submit their proposals answering all questions and statements in the order and format of this RFP, identifying each section and subsection using the corresponding section and subsection numbers, including headings, used in the RFP. Each proposal shall describe the Vendor's ability to provide the enumerated services. Proposals shall also include a table of contents. All pages of the proposal shall be typed and sequentially numbered. The State may reject any proposal that does not conform with this stated format.

3.2 Method of Selection

Vendor selection will be based on the proposal that meets or exceeds the requirements set forth in the RFP. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal. The ADOC reserves the right to select other than the low-priced Vendor if a higher-priced proposal provides the best value. Vendors whose proposals do not meet the mandatory requirements will be considered non-compliant. After the evaluation of proposals received and selection of the successful Vendor, all Vendors will be notified in writing regarding the selection of the successful Vendor. All proposals received will become the property of the ADOC. The ADOC reserves the right to use for its benefit the ideas contained in proposals received.

3.3 Qualifications of the Vendor

Provide, at a minimum, the information requested below. (If any functions will be subcontracted, submit a separate response for each sub-Vendor):

- a) Submit a statement relating to Vendor's experience in the field of drug and alcohol testing, including the following:
 - i) Expertise in drug and alcohol testing services;
 - ii) Years of experience of Vendor;

- iii) List of Vendor's certifications to perform these services;
 - iv) Number of drug testing services managed and location thereof;
 - v) Preferred References (states, counties, and municipalities);
 - vi) Range of drug and alcohol testing services performed by your organization and locations such services are performed;
 - vii) Length of time your organization has been specifically providing Drug and Alcohol Testing services using 49 CFR, Part 40, requirements in Alabama or in the southeast; and,
 - viii) List all past and present contracts.
- b) Whether there is any outstanding litigation involving your organization, including but not limited to, the MRO, employee(s), agent(s), or servant(s) of the organization?
- c) Complete the Disclosure Statement attached to this RFP as Appendix B.

3.4 Schedule

Vendor shall demonstrate a feasible implementation schedule and ability to work with the ADOC to implement services effective October 1, 2013, or at such other date as the Parties may mutually agree. This will be considered in the ADOC's determination.

3.5 Proposal Format

The following information is required:

- a) **A transmittal letter, including Vendor's name, physical address, and phone number, that contains the following statements:**
- 1) Vendor is the prime Vendor and identifies all sub-Vendors.
 - 2) Vendor is a corporation, or other legal entity, qualified to conduct business in Alabama.
 - 3) No attempt has been made or will be made to induce any other person/firm to submit or not to submit a proposal.
 - 4) Vendor does not discriminate in employment practices with regard to race color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or disability.
 - 5) Vendor presently has no interest, direct or indirect, that would conflict with the performance of services under the contract and will not employ, in the performance of the contract, any person having a conflict.
 - 6) The person signing the proposal is authorized to make decisions as to pricing and has not participated, and will not participate, in any action contrary to the above-statements. The mailing

address, telephone number, fax number, and electronic mail (e-mail) address of this individual shall be included.

- 7) Whether there is a reasonable probability Vendor is or will be associated with any parent, affiliate, or subsidiary service furnishing any supplies or equipment to Vendor that would relate to the performance of the contract. If the statement is in the affirmative, Vendor is required to submit with the proposal written certification and authorization from the parent, affiliate, or subsidiary organization granting the State and/or the Federal Government the right to examine any directly pertinent books, documents, papers, or records involving such transactions related to the contract. Further, if at any time after a proposal is submitted such an association arises, Vendor will obtain a similar certification and authorization, and failure to do so will constitute grounds for termination of the contract at the option of the ADOC.
 - 8) Vendor shall certify that all employees and sub-Vendors working on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States. Vendor shall further certify compliance, as set out in Section 4.14 of this RFP.
- b) **An overview of Vendor's organizational structure, and that of any sub-Vendor, addressing the following points:**
- 1) History, including the date of formation;
 - 2) Structure;
 - 3) Any previous name by which the company conducted business, and the dates of its existence;
 - 4) Legal status of the company;
 - 5) Whether the firm is local, regional, national, or international;
 - 6) Location of the office or facilitie(s) from which services will be administered;
 - 7) Provide proof that the corporate office is registered with the Alabama Secretary of State to do business in the State of Alabama or provide proof of having submitted an application to do business with the assurance Vendor will be licensed prior to assuming the contract; and,
 - 8) Whether Contractor has a current member of the Alabama Legislator or family member of the Alabama Legislator employed.

SECTION IV

CERTIFICATIONS

4.1 Liability and Insurance

Vendor agrees to indemnify and hold harmless the State of Alabama, the ADOC, and their officers and employees from and against any and all loss or damage, including court costs and attorney fees, for liability claimed against or imposed upon the ADOC because of a bodily injury, death, or property damage, real or personal, including loss of use thereof, arising out of or as a consequence of the breach of any duty or obligation of Vendor included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake, or negligence of Vendor, its employees, agents, or representatives, or sub-Vendors, their employees, agents, or representatives in connection with or incident to the performance of their contract, or arising out of Worker Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Vendor and/or sub-Vendors, or claims under similar law or obligations. Vendor obligation, under this Section, will not extend to any liability caused by the sole negligence of the ADOC or its employee(s).

4.2 Liability Coverage

Before signing the contract, Vendor must file with the ADOC a certificate from Vendor's insurer showing the amounts of insurance carried and the risk covered thereby. Vendor must carry general liability insurance coverage with one million dollars (\$1,000,000.00) combined single limit for personal injury and property damage which incorporates said coverage for all of Vendor's employees and sub-Vendors. This coverage is required to extend to services performed at the various facilities where services will be provided under the contract; all bodily injuries, including wrongful death; property damage; and employee dishonesty insurance under a commercial crime or blanket crime policy, to include identity theft. Vendor will also be required to provide a certificate naming the ADOC as an additional insured prior to contract execution. Vendor will maintain public liability, casualty, and auto insurance in sufficient amounts to protect the ADOC from liability for acts of Vendor and risks and indemnities assumed by Vendor. If Vendor does not have minimum coverage for bodily injury – including two hundred and fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per occurrence and, for property damage, one hundred thousand dollars (\$100,000) per occurrence – Vendor must inform the ADOC and seek written permission for lesser coverage. Coverage required, but not limited to, includes Comprehensive General Liability, Worker's Compensation, and Employee's Liability.

Vendor will provide legal representation, at own expense, in defending all suits against Vendor or Vendor's employees. Vendor will pay all judgments and costs rendered against Vendor or Vendor's employees in said suits.

4.3 Notice to Parties

Any notice given to the ADOC under the contract will be submitted in a timely manner. Notices will be mailed to the Alabama Department of Corrections, Commissioner's Office, Attn: Anne Hill, 301 South Ripley Street, Montgomery, Alabama 36104, or P.O. Box 301501, Montgomery, Alabama 36130. Notices to Vendor will be mailed to the address shown in its submitted proposal. Notices will be sent by registered mailed, return receipt requested.

Both parties agree to fully cooperate with one another for the successful pursuit of their respective and mutual interests. Both parties will share information, provide timely notification to one another in the

event of a claim against either party, and present a collaborative defense against such claims. There will be no settlement of any claim by either party without consultation.

4.4 Legal Compliance

Vendor certifies compliance, or agreement to comply, with the following legal requirements and that it is not barred from being awarded a contract or subcontract due to a violation of those requirements or an inability or unwillingness to comply with those requirements.

- a) No person or business entity will be awarded a contract or subcontract if that person or business entity: (1) has been convicted under the laws of Alabama, or any other state, of bribery or attempting to bribe an officer or employee of the State of Alabama or any other state in that officer's or employee's official capacity; or (2) has made an admission of guilt of such conduct that is a matter of record but has not been prosecuted for such conduct.
- b) No business will be barred from contracting with the ADOC as a result of the conviction of any employee or agent of the business if the employee or agent is no longer employed by the business and: (1) the business has been finally adjudicated not guilty; or, (2) the business demonstrates to the ADOC that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or a high managerial agent on behalf of the business.
- c) When an official, agent, or employee of a business committed the bribery, or attempted bribery, on behalf of the business and pursuant to the direction or authorization of a responsible official of the business, the business will be chargeable with the conduct.

4.5 Felony Conviction

No person or business entity or officer or director of such business entity convicted of a felony is eligible to do business with the ADOC from the date of conviction until ten (10) years after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

4.6 Inducements

Any person who offers or pays any money or valuables to any person to induce him or her not to submit a proposal on the RFP is guilty of a felony. Any person who accepts money or other valuables for not submitting a proposal on the RFP, or who withholds a proposal in consideration of the promise for the payment of money or other valuables, is guilty of a felony.

4.7 Reporting Anticompetitive Practices

When, for any reason, Vendor or a designee suspect collusion or other anticompetitive practice among any vendors or employees of the ADOC, a notice of the relevant facts will be transmitted to the Alabama Attorney General and the ADOC Commissioner's Office. This includes reporting any chief procurement officer, State purchasing officer, designee, or executive officer who willfully uses or allows the use of specifications, requests for proposal documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement or contract process, or any current or former elected or appointed State official or State employee who knowingly uses confidential information, available only by virtue of that office or employment, for actual or anticipated gain for themselves or another person.

4.8 Equal Employment Opportunities – Affirmative Action/Sexual Harassment

Vendor will:

- a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- b) Comply with the regulations, procedures, and requirements of the ADOC concerning equal employment opportunities and affirmative action;
- c) Provide such information with respect to its employees and applicants for employment; and,
- d) Have written sexual harassment policies that comply with the ADOC's policy, to include, at a minimum, the following information:
 - (i) the illegality of sexual harassment;
 - (ii) the definition of sexual harassment;
 - (iii) a description of sexual harassment, utilizing examples;
 - (iv) Vendor's internal complaint process, including penalties;
 - (v) the legal recourse, investigative, and complaint process available through Vendor;
 - (vi) directions on how to contact Vendor; and,
 - (vii) protection against retaliation.

4.9 Performance Subject to Law

In compliance with the Equal Employment Opportunity and Nondiscrimination Practices Act, Vendor will:

- a) Comply with the provisions of the Civil Rights Act of 1964;
- b) Comply with the nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons with regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor; and,
- c) Comply with Section 504 of the Federal Rehabilitation Act of 1973 as amended (29 U.S.C. 794), the requirements imposed by the applicable H.E.W. regulation (45 C.F.R. Part 84), and all guidelines and interpretations issued pursuant thereto.

4.10 Confidentiality and Use of Work Product

- a) Any documents or information obtained by Vendor from the ADOC in connection with the contract will be kept confidential and will not be provided to any third party unless the ADOC approves disclosure in writing. All work product produced under the contract including, but not limited to, documents, reports, information, documentation of any sort, and ideas, whether preliminary or final, will become and remain the property of the ADOC. Any patent, copyright, or other intellectual ideas, concepts, methodologies, processes, inventions, and tools (including computer hardware and software where applicable) that Vendor previously developed and brings to the ADOC in furtherance of performance of the contract will remain the property of Vendor. Vendor grants to the ADOC a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions, and tools solely within its enterprise.
- b) Vendor will assume risk of loss until delivery to the designated facility.
- c) Vendor will do nothing to prejudice the ADOC to recover against third parties for any loss, destruction, or damage to State property, and will, upon request of the ADOC and at Vendor's expense, furnish to the ADOC reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the ADOC, in obtaining recovery.
- d) Vendor will, at its expense, defend the ADOC against all claims, asserted by any person, that anything provided by Vendor infringes a patent, copyright, trade secret, or other intellectual property right and will, without limitation, pay the costs, damages, and attorney fees awarded against the ADOC in any such action or pay any settlement of such action or claim. Each party agrees to notify the other promptly on any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the ADOC for its use or operation of the items provided by Vendor hereunder, or any part thereof, by reason of any alleged infringement, Vendor will, at its expense, either:
 - 1) modify the item so that it becomes non-infringing;
 - 2) procure for the ADOC the right to continue to use the item;
 - 3) substitute for the infringing item other item(s) having at least equivalent capability; or,
 - 4) refund to the ADOC an amount equal to the price paid, less reasonable usage from installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, and plus any additional costs the ADOC may incur to acquire substitute supplies or services.
- e) The ADOC assumes no liability for actions of Vendor and is unable to indemnify or hold Vendor harmless for claims based on the contract or use of Vendor provided supplies or services.

4.11 Warranty

- a) Vendor warrants that all services will be performed in a good and professional manner.
- b) Vendor warrants that it has the title to, or the right to allow the ADOC to use, the supplies and services being provided and that the ADOC will have use of such supplies and services without suit,

trouble, or hindrance from Vendor or third parties. This is to ensure that no infringements, prohibitions, or restrictions are in force that would interfere with the use of such supplies and services that would leave the ADOC liable.

4.12 Breach and Other For Cause Terminations

The ADOC may terminate any contract(s) resulting from this RFP without penalty to the ADOC, or further payment required, in the event of:

- a) Any breach of the contract which, if it is susceptible of being cured, is not cured within fifteen (15) days of the ADOC giving notice of breach to Vendor including, but not limited to, failure of Vendor to maintain covenants, representations, warranties, certifications, bonds, and insurance;
- b) Commencement of a proceeding by or against Vendor under the United States Bankruptcy Code or similar law, or any action by Vendor to dissolve, merge, or liquidate;
- c) Material misrepresentation or falsification of any information provided by Vendor in the course of any dealing between the ADOC and Vendor or between Vendor and any State agency;
- d) For the unavailability of funds appropriated or available to the ADOC; and,
- e) For convenience of the ADOC.

4.13 Entire Contract

The contract, including the provisions in this RFP and any attachments, will constitute the entire contract between Vendor and the ADOC. Modifications and waivers must be in writing and signed or approved by authorized representatives of Vendor and the ADOC to be binding. If any term or condition of the contract is declared void, unenforceable, or against public policy, that term or condition will be ignored and will not affect the remaining terms and conditions of the contract, and the contract will be interpreted as far as possible to give effect to the parties' intent.

4.14 Applicable Law

All services under the contract will be performed in accordance with applicable Alabama and Federal law, statutes, provisions, and regulations.

As required by the Beason-Hammond Alabama Taxpayer and Citizen Protection Act and any subsequent amendment to that Act, Vendor identified in the Contract resulting from this RFP is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by Vendor to perform employment duties; and all persons including subcontractors assigned by Vendor to perform work pursuant to the Contract with the Department. (<http://www.uscis.gov/everify>). Vendor shall attest to such by sworn affidavit signed before a notary. For convenience, a blank affidavit is provided as Appendix C.

Additionally, Vendor shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of all persons employed during the contract term by Vendor or subcontractor to perform work or provide services pursuant to this Contract with the Department. The Subcontractor shall attest to such by sworn affidavit signed before a notary.

Pursuant to Alabama Code Section 14-11-31, as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act (“PREA”), any type of sexual contact with or sexual harassment of an inmate in the custody of the ADOC by an employee or an employee of a contractor of the ADOC who is responsible for the care, control, or supervision of inmates – with or without the consent of the inmate – is illegal. Under Alabama law, it constitutes a felony – custodial sexual misconduct. See also, ADOC Administrative Regulation 454, Inmate Sexual Offenses and Custodial Sexual Misconduct. The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. Any type of conduct – including suspected conduct – that falls within the context of custodial sexual misconduct/sexual abuse, as defined by either the state or federal laws referenced above, shall be reported immediately to the Warden of the facility to which that inmate is assigned, or the Warden’s designee.

SECTION V

MANAGEMENT, PROGRAMMING, AND OPERATIONAL REQUIREMENTS

5.1 Introduction

Vendor is required to meet items listed below. All services will commence on October 1, 2013, or at such other date as the Parties may mutually agree. In each of the categories listed below, please respond to the requested questions or state how you would accomplish the task(s).

5.2 Management/Administration

- a) How would you provide for Federal recordkeeping requirements, reporting, verification, and certification including the Substance Abuse and Mental Health Administration (“SAMHSA”) and DOT inspection reports?
- b) How would you provide retention of records for five (5) years as stipulated in 49 CFR 382.401 and 655.71, such as:
 - i. records of driver alcohol test results indicating an alcohol concentration of 0.02 or greater; and,
 - ii. records of driver verified positive controlled substance test results; and,
 - iii. documentation of refusals to take required alcohol and/or controlled substances tests?
- c) How would you maintain records concerning the collection process and test results for at least five (5) years for a positive test and at least one (1) year for a negative test?
- d) How would you maintain records for a minimum of one (1) year for negative and canceled controlled substance test results?
- e) How would you assure that all non-negative urine specimens are retained by the drug testing laboratory for a minimum of one (1) year?
- f) How would you assure that all test results are forwarded directly to the MRO for disposition to the appropriate ADOC Designated Employer Representative (“DER”)?
- g) How would you assure that all test results are delivered to the appropriate ADOC DER in a timely and confidential manner?
- h) How would you provide ADOC’s DER with a monthly summary of all tests conducted?
- i) Do you have computer database capability? If so, what software do you utilize? How is the database backed up? Do you have a disaster recovery plan?
- j) Could you provide the ADOC with internet access for “review only” use of a list of active CDL drivers for ADOC employees and inmates in possession of a CDL performing safety-sensitive functions?

- k) How would you design and implement a “random selection procedure?”

5.3 Specimen Collection Services

- a) What would be your method of providing Random Test collection services for the twenty (28) ADOC statewide sites that utilize CDL drivers?
- i. How would you provide services with minimal disruption to work schedules?
 - ii. How would you provide services with minimal mileage and travel time for ADOC employees or inmates?
 - iii. How would you provide services accommodating ADOC’s rotating and/or varying employee or inmate shift changes?
- b) How would you to handle testing for Reasonable Cause or Post-Accident during periods when general use facilities may be unavailable (nights, weekends, holidays, etc.)?
- c) How would you ensure compliance with the specimen collection services pursuant to 49 CFR, Part 40?
- d) How would you ensure appropriate Federal Drug Testing Custody and Control Form use for DOT testing?
- e) How would you ensure the availability of gender for employees required to be tested under direct observation?

5.4 Laboratory Services

- a) How would you ensure compliance for laboratory services (drug and alcohol) pursuant to 49 CFR, Part 40?
- b) How would you conduct approximately sixty-three (63) drug tests and twenty-one (21) alcohol tests quarterly with timely result reporting?

5.5 MRO Services

- a) How would you meet the 49 CFR, Part 40, requirement for the services of a MRO?
- b) Are there adequate MRO’s available to review test results in a timely manner?
- c) Are there any possible conflicts of interest or any common ownership interests between the laboratories/collection facilities that you use and the MRO?

5.6 Employee and Supervisor Education/Training

- a) If requested, how would you provide a 49 CFR Compliance Training Program for CDL Drivers for ADOC employees and inmates?

- b) If requested, how would you provide a 49 CFR Compliance Training Program for Supervisors of CDL Drivers for ADOC employees and inmates?

SECTION VI
COST PROPOSAL

6.1 Pricing Quotes

Vendor's Proposal shall include the following price quotes:

- a) Individual item costs of Drug Tests, Alcohol Tests, Collection Services, Quality Control Tests, and MRO Services will be evaluated along with the total proposal price submitted.
- b) A quote for extra services for Database Operational Fee, Recordkeeping, Reporting Fee, and Consultation/Training Fees (49 CFR 382.603 Training for Supervisors and 49 CFR 382 (E-F) Training for Drivers) is needed to determine the overall cost of the program, and will be included, in the contract.

6.2 Firm Offer

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for ninety (90) days from the due date for proposals.

6.3 Format

All price quotes shall be submitted in writing on the forms attached hereto as Appendix D. The total shall also be provided on the cover page, attached as Appendix E, and notarized by an Authorized Representative.

Appendix A

**VENDOR AUTHORIZATION
TO
SUBMIT PROPOSAL**

I/we agree to furnish the above at the prices shown and guarantee that each item proposed meets or exceeds all specifications, terms, conditions, and requirements listed herein.

F.O.B. Destination

Delivery _____ days ARO

Terms _____

Respondents Proposal Valid for _____ Days

Prospective Respondents Telephone Number _____

I hereby affirm I have not been in any agreement or collusion among or in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding or otherwise.

_____ Authorized Signature (ink)

_____ Authorized Name (typed)

_____ Title of Authorized Person

Company Name _____

Mailing Address _____

City, State, Zip _____

FIN or SSN# _____

Date _____

Sworn to and subscribed before me and given under my hand and official seal this the _____ day of _____.

NOTARY PUBLIC

My Commission Expires: _____

Appendix B

Appendix C

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER /CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of _____

County of _____

Before me, a notary public, personally appeared _____ (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____ (state position) for _____ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

Signature of Affiant

Sworn to and subscribed before me this ____ day of _____, 2____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

Appendix D

Proposed Provider: (Organization Name)

Total (Estimated Cost) for ADOC CDL Drug and Alcohol Testing Requirements, Training, and Administrative Needs

Number of tests and hours are estimated based on DOT Requirements, increased number of drivers, and past usage history – Actual numbers and hours will be determined by the actual testing results, number of participating employees, positive test results, litigation, etc.
(Minimum annual percentage of Random Test for CDL Drivers; 50% Drug and 10% Alcohol as of January 2012).

- 1. DOT Drug Test (per test) Pre-Duty/Random 240 @ \$ _____ = \$ _____
- 2. DOT Alcohol Test (per test) Pre-Duty/Random 65 @ \$ _____ = \$ _____
- 3. DOT Post Accident Test (Drug and Alcohol) 5 @ \$ _____ = \$ _____
- 4. DOT Reasonable Suspicion
 - Drug Test (per test) 2 @ \$ _____ = \$ _____
 - Alcohol Test (per test) 2 @ \$ _____ = \$ _____
- 5. DOT Return to Duty
 - Drug Test (per test) 3 @ \$ _____ = \$ _____
 - Alcohol Test (per test) 3 @ \$ _____ = \$ _____
- 6. DOT Follow-up
 - Drug Test (per test) 8 @ \$ _____ = \$ _____
 - Alcohol Test (per test) 8 @ \$ _____ = \$ _____
- 8. Quality Control Test (DOT – 1/100 Drug Test) 3 @ \$ _____ = \$ _____
- 9. Collection Site Audit 6 @ \$ _____ = \$ _____
- 10. Database Fee (per month) 12 @ \$ _____ = \$ _____
- 11. Recordkeeping & Reporting Fee (per month) 12 @ \$ _____ = \$ _____
- 12. Consulting Fees (per hour on-site, if required):
 - a. Contractor 12 @ \$ _____ = \$ _____
 - b. MRO 16 @ \$ _____ = \$ _____
 - c. DOT Expert 6 @ \$ _____ = \$ _____
- 13. CDL Training
 - Driver (1 hour Requirement) Eight (8) Sessions @ \$ _____ = \$ _____
 - Supervisor (2 hour Requirement) Eight (8) Sessions @ \$ _____ = \$ _____

Estimated Cost for ADOC CDL Drug and Alcohol Testing Program per year: \$ _____

Estimated Total Cost for ADOC CDL Drug and Alcohol Testing Program for the two (2) year term: \$ _____

(Insert cost to **notarized** cover sheet.)

Appendix E

(Draft for Proposal Cover Page Format on Company Letterhead)

TO: Alabama Department of Corrections
c/o Mrs. Anne Hill
Legal Division
301 S. Ripley St.
Montgomery, Alabama 36130

FROM: (Company Name, Address, and Contact Person Information)

RE: Alabama Department of Corrections (“ADOC”) DOT Drug and Alcohol Services Contract Proposal

Proposal for individual item costs of Drug Test, Alcohol Test, Collection Services, Quality Control Tests, Medical Review Officer Services, Training, and Reporting/Administrative Needs; please provide the **Requested Organizational Information and Itemized Estimated Proposal Cost.**

Total (Maximum Cost) ADOC DOT Drug and Alcohol Testing, Training, and Administrative Needs, assuming estimated tests and hours are actually requested, should not exceed.

The rates noted are full and complete compensation for salaries, wages, overhead, profit, and direct and indirect expenses.

\$ _____
(Estimated Total Costs from Form 1)

Please also submit proposed estimated costs as indicated on Form 1.

(Print Name of Person Authorizing Proposal)

(Title)

(Signature of Person Authorizing Proposal - **Notarized**)

(Date)

Notary

Sworn to and subscribed

before me this the _____

day of _____

(Notary Signature and Stamp)