

**REQUEST  
FOR  
PROPOSAL  
NO. 2021-02**

**Alabama Department of Corrections  
Drug Testing Services  
(Including CDL Drug and Alcohol Testing)**

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

**April 9, 2020**

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# SECTION I

## INTRODUCTION

The Alabama Department of Corrections (“ADOC”) announces this Request for Proposal (“RFP”) to all eligible and interested parties for the opportunity to submit a proposal for comprehensive drug testing services as well as Commercial Driver’s License (“CDL”) drug and alcohol testing services. You are invited to submit a response in accordance with the requirements specified in this RFP. All proposal requirements are laid out in Section V of this RFP.

The ADOC wishes to secure a contract with a qualified Vendor for the operation and maintenance of drug testing services - including on-site testing and equipment - at each of the eleven (11) ADOC Laboratories listed in Attachment E and confirmation of positive results from the On-site laboratories at an independent Off-site laboratory. Testing at the On-site Labs will be performed by ADOC Drug Testing Officers using automated bench top immunoassay analyzers. Off-site Labs are operated by the Vendor and should utilize Gas Chromatography/Mass Spectrometry (GC/MS) for confirmation testing of presumptive positive urinalysis specimens pre-screened at one of the On-site Labs.

The ADOC utilizes both random screening and reasonable cause drug testing of its approximately 3,2000 employees and approximately 18,000 inmates in its custody at each of its twenty-six (26) Facilities to further its correctional goals. On average, the ADOC tests approximately 26,000 samples a year. The ADOC does not guarantee the number of initial tests or confirmation tests to be performed under any resulting contract.

Additionally, in response to the requirements of the U.S. Department of Transportation (“DOT”) in 49 CFR, Parts 40, 382, 655, and all other regulations as required (as amended), the ADOC seeks responses from private vendors to provide for the Drug and Alcohol Testing Services for CDL Drivers, 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 CDLs and who are used in safety-sensitive functions in the course of their jobs.

Proposals to provide these services must be received in the ADOC Legal Division by **4:00 p.m., Central Standard Time, on May 6, 2021.**

### **1.1 Purpose of RFP**

The purpose of this RFP is to secure one (1) contract with a qualified Vendor who can manage and operate system-wide on-site drug testing and confirmation testing at full capacity and in a cost-effective manner; comply with established standards; comply with all state licensure requirements and standards regarding drug testing; maintain acceptable levels of staffing; improve inventory control; maintain full reporting and accountability to the ADOC; maintain an open, collaborative relationship with the administration and staff of the ADOC and the individual Facilities; ensure compliance with all DOT standards for drug and alcohol testing of CDL drivers; and meet all Federal requirements and certifications as required by law. The contracting

period will be for an initial two (2) year period with renewal options available. The contract shall not to exceed a total of five (5) years.

## **1.2 Definitions**

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

**ADOC Appointed Contact** - ADOC employee appointed by the ADOC to monitor the drug testing program.

**Authorized Representative** - any person or entity duly authorized and designated in writing to act for, and on behalf of, the Vendor in negotiating or executing any resulting contract.

**CAP** - College of American Pathologists

**Contract** - the formal agreement entered into as a result of this RFP.

**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.

**Donor** - person providing Sample for testing.

**“Drug,” “Reagent,” or “Substance”** - refers to the type of particular substance or drug to be tested; these terms may be used interchangeably.

**Drug Testing Officer** - ADOC employee assigned to the On-site Labs who is certified by Vendor to test the samples.

**“Facility” or “Facilities”** - one or more of the twenty-six (26) facilities housing ADOC inmates, as listed in Attachment D.

**Inmate** - a person who has been sentenced to the custody of the ADOC.

**LIS** - Laboratory Information Systems

**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.

**Off-site Lab(s)** - laboratories operated by Vendor used for confirmation of the Sample(s) that tested positive at the On-site Lab.

**“On-site Lab(s)” or “ADOC Lab(s)”** - refers to one (1) or more of the eleven (11) laboratories owned and operated by the ADOC for drug testing. A complete listing of ADOC Labs is provided in Attachment E.

**“Preliminary Positive” or “Presumptive Positive”** - refers to Samples that have tested positive at an On-site Lab and are sent for confirmation to an Off-site Lab.

**QC** - quality control

**RFP** - this Request for Proposal, together with all attachments, amendments, and addenda thereto.

**“Sample” or “Specimen”** - urine sample collected from Donor and sent to the On-site Lab for testing. These terms may be used interchangeably.

**Selected Vendor** - any qualified corporation or legal entity chosen by the ADOC to negotiate a contract.

**Standards** – industry best practices and all applicable Federal and State laws, constitutional requirements, court orders, and policies and procedures of the ADOC. 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 this RFP.

### **1.3 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 Contract, nor will such failure be a basis for claiming additional compensation. If Vendor suspects an error, omission, or discrepancy in this solicitation, or if Vendor has questions regarding the RFP, Vendor must notify Ms. Katherine Jessip, ADOC’s Single Point of Contact, by 4:00 p.m. CST on April 23, 2021, as provided in Sections 5.1(c) and 5.7 of this RFP. The ADOC will issue written instructions, if appropriate, by close of business on April 27, 2021. The written responses will be posted to the ADOC website, <http://www.doc.alabama.gov/RequestForProposals>.

### **1.4 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 of the Vendor to respond is cause for rejection. Clarification is not an opportunity to change the proposal. The 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.

### **1.5 Notice of Intent to Submit**

Vendor shall submit a Notice of Intent to Submit Proposal as provided in Attachment I. These forms should be delivered via email to Ms. Katherine Jessip, ADOC's Single Point of Contact, by **4:00 pm CST on April 23, 2021**, and include in the subject line "RFP 2021-02: Drug Testing Services."

### **1.6 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 Vendor is selected for negotiations. Any costs associated with this procurement or any oral presentations to the ADOC will be the responsibility of Vendor and will in no way be charged to the ADOC.

### **1.7 Vendor Contact**

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

### **1.8 Opening Date**

Vendors' proposals will be opened on **May 7, 2021, at 10:00 a.m.** CST in the ADOC Legal Conference Room located at 301 South Ripley Street, Montgomery, AL 36104. Those wishing to attend the meeting virtually may do so by utilizing the following dial-in information: (334) 245-6099. At the scheduled place and date for the proposal opening, the names of Vendors who submitted proposals will be announced.

### **1.9 Evaluation and Selection**

The ADOC will evaluate all proposals using the criteria outlined in Section 5.9, Evaluation Criteria, and make a recommendation to the Commissioner of the ADOC, who will make the final selection.

### **1.10 Cost of the Contract**

The total cost of the Contract shall be a fixed fee to include all costs of equipment and services provided by Selected Vendor pursuant to this RFP including, but not limited to, equipment and supplies, training, maintenance, shipping, confirmation, software programs, and legal support. At no time shall the cost of the testing under the Contract exceed the total cost quoted by Vendor in its proposal.

### **1.11 Contract Negotiations**

Selected Vendor 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 within thirty (30) days of notification of intent to negotiate, the ADOC may, in its sole

discretion, reject Selected Vendor's proposal, revoke the selection and begin negotiations with the next Selected Vendor, or cancel this RFP and reissue a new solicitation.

### **1.12 Entire Agreement**

The Contract shall include the provisions in this RFP and any addendum or attachments thereto. Any proposed changes, as well as the final Contract, must be approved and signed by the appropriately authorized State and ADOC official(s).

### **1.13 Communications**

- a) From the date of receipt of notice of this RFP until a binding contractual agreement exists with Selected Vendor, or at such time the ADOC rejects all proposals, informal communications shall cease. Informal communications shall include, but will not be limited to, requests or communications from any Vendor to any facility, division, or employee of the ADOC, with the exception of the ADOC's Single Point of Contact, Katherine Jessip, for information, comments, or speculation.
- b) From the date of receipt of this RFP until a binding contractual agreement exists with Selected Vendor, or at such time that the ADOC rejects all proposals, all communications between the ADOC and the Vendors will be formal, as provided in this RFP, or as requested by the ADOC. Formal Communications shall include, but will not be limited to:
  - 1) Intention to Submit Proposal;
  - 2) Written Requests for Clarification/Information, consistent with Sections 5.1(c) and 5.7;
  - 3) Oral Presentations; and
  - 4) Negotiations.
- c) All formal inquiries for information should be directed to the Single Point of Contact, Ms. Katherine Jessip, by email at [katherine.jessip@doc.alabama.gov](mailto:katherine.jessip@doc.alabama.gov), and include in the subject line "RFP 2021-02: Drug Testing Services."
- d) Failure to comply with this provision could result in disqualification of Vendor from continuing in this process.

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## SECTION II

### GENERAL TERMS AND CONDITIONS

#### **2.1 Proposal Conditions**

- a) Only one (1) proposal should be submitted by the Vendor to cover all services in the RFP. Vendor may provide these services by and through subcontractors consistent with Section 2.2 below.
- b) By signing a 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.
- 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 any Vendor, whichever is earlier. An exception to the criterion will be if the Vendor is engaged in contract negotiations, then that Vendor will be allowed to make proposal modification(s) only in accordance with a request by the ADOC.
- d) Vendor's provision of services must comply with all Standards and other requirements of Federal or State law, the standards or requirements of 49 CFR, Part 40, the CAP Forensic Drug Testing Program, and other requirement Standards as may be defined in Administrative Regulations, directives, policies, and procedures of the ADOC or ADOC Settlement Agreements.
- e) If any requirement of the RFP exceeds the Standards or requirements as set forth in Section III of this RFP, 49 CFR, Part 40, the CAP Forensic Drug Testing Program, or other Standards as may be defined in Administrative Regulations, directives, policies, and procedures of the ADOC or ADOC Settlement Agreements, the requirements of the RFP will prevail. Any exception to this requirement must be specified in the Contract, or through a subsequent written mutual agreement, and must be signed by the authorized representatives of Selected Vendor and the ADOC.
- f) The State of Alabama may make such reasonable investigations as deemed proper and necessary to determine the ability of Vendor to perform the services, and Vendor shall furnish to the State all such information and data for this purpose as may be requested. The State further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Vendor fail to satisfy the State that such Vendor is properly qualified to carry out the obligations of the awarded contract and to provide the services contemplated therein.
- g) Vendors may be asked to submit further financial information to prove fiscal responsibility. Any such financial responsibility documents will be kept confidential if a "REDACTED" copy is also submitted, as provided in Section 5.2.c.4, unless otherwise required by law.
- h) Upon the award of, or the announcement of the decision to award, a contract, the ADOC will inform the Selected Vendor in writing.



- i) 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. The final results of the ADOC Evaluation Committee will not be publicly available until a final contract has received all necessary approvals.
- j) The ADOC reserves the right to modify the requirements of the RFP or the Contract by: (1) changing the operational requirements or time frames; (2) adding or deleting tasks to be performed or equipment to be provided; (3) adjusting the inmate and employee populations; and/or (4) making any other modification deemed necessary by the ADOC.
- k) Any changes in Vendor's proposed program or pricing in response to an ADOC request, as provided in Section 2.1.j, are subject to acceptance by the ADOC. In the event price changes or proposed service changes in response to an ADOC request are not acceptable to the ADOC, Selected 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 that submitted a proposal, or the ADOC may open the process to re-negotiations based upon the new specifications.
- l) Any alternate proposal submitted by Selected Vendor, which in the opinion of the ADOC best satisfies the ADOC's requirements, may be considered and substituted for Selected Vendor's initial proposal, either in whole or in part.
- m) Deadlines and other critical dates in this RFP have been provided in Attachment H. For any discrepancies between Attachment H and the dates included in this RFP, Attachment H will prevail. Failure to strictly adhere to these deadlines and other critical dates may result in disqualification of Vendor.

## **2.2 Contract Terms**

- a) The Contract will be comprised of this RFP, relevant portions of the Selected Vendor's proposal that are expressly adopted by the ADOC, and any changes or modifications made during the negotiation process. The Contract, including any attachments, will constitute the entire contract between Selected Vendor and the ADOC. The executed Contract and any renewal thereof are subject to review and approval by the Contract Review Permanent Legislative Oversight Committee and the Governor of the State of Alabama. Modifications and waivers must be in writing and signed or approved by authorized representatives of Selected Vendor and the ADOC to be binding. Amendments or modifications may also be subject to review and approval, in accordance with State Law.
- b) No interpretation of any provision of the RFP or the Contract, including applicable specifications, is binding on the ADOC unless furnished or agreed to in writing by the ADOC.
- c) The length of the Contract shall be two (2) years with three (3) mutually agreed upon one (1) year renewal options. The total Contract, including any renewal, may not exceed five (5) years. 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.

- d) The ADOC will not be liable to pay Vendor for any supplies provided, services performed, or expenses paid related to the Contract incurred prior to the beginning of, or after the ending of, the term of the Contract.
- e) Selected Vendor will be responsible for the payment of any and all applicable State, county, municipal, and Federal taxes, including sales tax, and any other taxes imposed by other governmental entities so authorized.
- f) 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 covenants that it will not employ any person 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.
- g) A Contract shall not be assignable by Vendor, in whole or in part, without the written consent of the ADOC. Any agreement to assign any portion of the Agreement shall not constitute a waiver by the ADOC to consent to any subsequent assignments.
- h) Selected Vendor shall be an independent contractor. Selected Vendor, its agents, sub-vendor(s), and employee(s) will not be considered to be agent(s), distributor(s), or representative(s) of the ADOC. Further, neither Selected Vendor nor any employees of Selected 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 or under the Alabama State Merit System Act.
- i) Selected Vendor, who executes the Contract for service, is contractually responsible for the total performance of the Contract. Subcontracting may be allowable at the sole discretion of the ADOC, but it must be disclosed as a part of the proposal or otherwise approved in advance by the ADOC. Any approval by the ADOC of any subcontract or subcontractor shall not constitute a waiver by the ADOC to consent or approve any other subcontract or subcontractor. Any subcontract shall be subject to the following conditions:
  - 1) Any sub-vendor providing services required in the RFP or in the Contract will meet or exceed the requirements set forth in the RFP.
  - 2) 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 Contract will in any way affect Selected Vendor's obligations under the Contract.
- j) Selected Vendor will remain fully responsible for the negligent acts and omissions of its agents, employees, and/or sub-vendors in their performance of Selected Vendor's duties under the Contract. Selected 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 Selected Vendor is not providing such skilled services, the ADOC will promptly notify Selected Vendor and Selected Vendor will promptly replace that individual.

- k) Selected Vendor, or its employees who perform services requiring a license or certification, will have and maintain said required licenses or certifications.
- l) If Selected Vendor is unable to secure or maintain individuals named in the Contract to render the services set forth in the Contract, Selected Vendor will not be relieved of its obligations to complete performance. The ADOC, however, will have the option to terminate the Contract upon written notice to Selected Vendor.
- m) Upon request, Selected Vendor will meet with the ADOC for the purpose of reviewing Selected Vendor's performance under any Contract. Selected Vendor will be asked to explain deviations, discuss problems, and mutually agree upon a course of action to improve the execution of the Contract.
- n) Selected Vendor will consult with and keep the ADOC fully informed as to the progress of all matters covered by the Contract. Selected Vendor will promptly furnish the ADOC with copies of all correspondence and documents prepared in connection with the services rendered under the Contract. Upon request, Selected Vendor will arrange, index, and deliver all correspondence and documents to the ADOC.
- o) All documents, materials, or data developed as a result of work under the 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 Selected Vendor's work under the awarded Contract. The ADOC may use this information for its own purposes. Selected Vendor is required to have the rights to utilize any documents, materials, or data provided by Selected Vendor to fulfill requirements of the RFP. Selected Vendor will keep confidential all documents, materials, and data prepared or developed by Selected Vendor or supplied by the ADOC.
- p) Selected 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 a part of fulfilling the requirements of the awarded contract, will be considered a trade secret to Licensors, provided that such materials are marked as confidential or in such a way that the ADOC can reasonably determine that they are licensed.
- q) Selected Vendor and its sub-vendors will maintain books and records related to the performance of the Contract or subcontract necessary to support amounts charged to the ADOC in accordance with applicable law, terms and conditions of the Contract, and generally accepted accounting practices. Selected 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. Selected Vendor agrees to cooperate fully with any such review or audit. If any audit indicates overpayment by the ADOC, Selected Vendor will immediately remit 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 to the ADOC under the Contract for which adequate books and records are not available to support the purported disbursement.

r) Billing

- 1) Selected 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 invoice shall include the number tests and the services provided.
  - 2) Selected 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.
  - 3) Selected Vendor will be in compliance with applicable tax requirements and will be current in payment of such taxes.
  - 4) Payments delayed by the ADOC at the beginning of the fiscal year because of the appropriation process will not be considered a breach of contract. 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.
  - 5) The ADOC will not be liable to pay Selected Vendor for any supplies provided, services performed, or expenses for the supplies and services, subject on the Contract, incurred prior to the beginning of, or after the end of, the term of the Contract.
  - 6) 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.
  - 7) Venders must be registered in the State of Alabama Accounting System (STAARS) to receive payment. If you are not registered in the State of Alabama Vendor Self Service (VSS) website, <https://procurement.staars.alabama.gov>, it is recommended that you register your company.
- s) 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 any Contract, and such Contract will be interpreted as far as possible to give effect to the parties' intent.
- t) Changes can be made to any Contract in any of the following ways:
- 1) The parties may agree in writing to modify the scope of the Contract. An increase in the price or extension of time of the Contract resulting from such modification or extension shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract and subject to the process set forth in Section 2.2.a.

- 2) The ADOC may order changes within the general scope of the Contract at any time by written notice to Selected Vendor. Changes within the scope of the Contract include, but are not limited to, modification of the services or programs offered. Selected Vendor shall comply with the notice upon receipt. Selected Vendor shall be allowed to adjust pricing to compensate for any additional costs or savings incurred as the result of such order. Said compensation shall be determined by mutual agreement of the Parties in writing and may be subject to the provisions of Section 2.2.a.
- u) It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213, of the Constitution of Alabama 1901, as amended by Amendment No. 26.
  - v) The ADOC intends to have a schedule of liquidated damages for failure to perform as required. This schedule shall be negotiated with the Selected Vendor(s).
  - w) 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 of receipt. In the event of any conflict between Selected Vendor and the requirements of the RFP, the provisions of the Contract will control. Selected 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.
  - x) Should the parties still not be able to resolve the matter in accordance with Section 2.2.w, above, the following provisions shall apply. For any and all monetary disputes arising under the terms of this RFP or the Contract, the Selected Vendor's sole remedy is to file a claim with the Board of Adjustments for the State of Alabama. For any and all other disputes, the parties hereto agree, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation.
  - y) The ADOC may terminate any Contract resulting from this RFP without penalty to the ADOC, or further payment required, in the event of:
    - 1) Any breach of the Contract that, if susceptible of being cured, is not cured within fifteen (15) days of the ADOC giving notice of breach to Selected Vendor including, but not limited to, failure of Selected Vendor to maintain covenants, representations, warranties, certifications, bonds, and insurance;
    - 2) Commencement of a proceeding by or against Selected Vendor under the United States Bankruptcy Code or similar law, or any action by Selected Vendor to dissolve, merge, or liquidate;
    - 3) 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, to include information provided in Vendor's proposal;
    - 4) For the unavailability of funds appropriated or available to the ADOC. The ADOC will use its best efforts to secure sufficient appropriations to fund the awarded 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 Selected Vendor notice of insufficient funding as soon as practicable after the ADOC becomes aware of the insufficiency. Selected Vendor's obligation to perform will cease upon receipt of the notice; and,

- 5) For convenience of the ADOC.
- z) Should Selected Vendor at any time during the course of a Contract: (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; or (3) fail in the performance of any agreement contained in the awarded Contract, the ADOC will have the option, after ninety-six (96) hours written notice to Selected Vendor by registered mail, return receipt requested, to Vendor's point of contact, to take any one or more of the following actions:
    - 1) Withhold any monies then or next due to Selected Vendor;
    - 2) Provide such materials, supplies, equipment, and labor as may be necessary to complete said work and bring the rendition of the services up to the specification and standards required in the RFP or awarded Contract and pay for same. Selected Vendor will immediately remit the amount so paid upon presentation of documentation from the ADOC; or
    - 3) Terminate the Contract, consistent with Sections 2.2.y and 2.2.aa.
  - aa) The ADOC reserves the right to cancel and terminate any Contract, in part or in whole, without penalty, upon ninety (90) days written notice to Selected Vendor. Any Contract cancellation notice shall not relieve Selected Vendor of the obligation to return any and all documents or data provided or generated as a result of this RFP.
  - bb) If the ADOC terminates for convenience, the ADOC will pay Selected Vendor for services satisfactorily provided and for authorized expenses incurred up to the time of termination.
  - cc) 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, Attn: General Counsel, 301 South Ripley Street, Montgomery, Alabama 36104, or P.O. Box 301501, Montgomery, Alabama 36130. Notices to Selected Vendor will be mailed to the address shown in its submitted proposal, unless otherwise specified in the Contract. Notices will be sent by registered mailed, return receipt requested.
  - dd) Parties agree to fully cooperate with one another for the successful pursuit of their respective and mutual interests. Parties will share information and provide timely notification to one another in the event of a claim against either party. There will be no settlement of any claim arising out of the performance of the Contract by Selected Vendor without consultation of the ADOC.

## SECTION III

### STATEMENT AND SCOPE OF WORK

**In response to this Section of the RFP, Vendor must describe its methodology for providing the services detailed below.**

#### **3.1 Services to be Provided**

- a) Vendor will furnish all equipment needed for use in comprehensive drug testing and CDL drug and alcohol testing services including, but not limited to, hardware and software, laboratory and shipping supplies as further defined below, a Data Management System, calibrators, and controls. All equipment must be compatible with the ADOC Information Systems. Any retrofitting or interfacing with the ADOC system will be at Vendor's expense.
- b) Testing sensitivity for all drugs must be equal to or surpass CAP standards. Vendor must be able to furnish proof of the control and calibration of system and ability of system to identify a proven low level of false positives and false negatives. Vendor will furnish such requests to the ADOC within three (3) working days of the request being made.
- c) Vendor must be capable of providing testing for all substances listed in Attachment F. Vendor may provide confirmation testing on other substances, as they become available and/or subject to abuse. Vendor should provide in its proposal any additional substances it is capable of both testing for and confirming.
- d) Vendor must provide Label Sheets (as further described in Section 3.2.3.g) to be utilized by the Warden of each Facility listed in Attachment D, or his/her designee, on the day the samples are to be collected. The Label Sheets must be printable on standard laser printers on standard letter size (8 ½ x 11) paper and include adhesive labels. All equipment necessary to perform this task, including labels, must be provided by Vendor.

#### **3.2 General Testing**

##### **3.2.1 On-site Testing**

- a) Vendor must provide all equipment including, but not limited to, all hardware and software necessary for the operation and maintenance of drug testing services at each of the On-site Labs. Vendor should include in its proposal the estimated time it will take to install and make fully operational the equipment in all of the ADOC On-site Labs.
- b) On-site Labs will be operated by ADOC Drug Testing Officers that are certified by Vendor and must use automated bench top immunoassay analyzers.
- c) The equipment in the On-site Labs should meet the following criteria:
  - 1) It should have reagent test volume inventory display, user-friendly intuitive operator interface, run-monitor displaying test results wait time, and bi-directional interface for LIS systems.

- 2) The monitor must be flat screen.
- 3) The keyboard must be Windows compatible with a scrolling wheel mouse.
- d) The analyzers must be self-contained and bench top with no external plumbing requirements. The analyzer should not exceed the electrical requirements of 120 volts.
- e) The equipment furnished must be capable of:
  - 1) Running high throughput: 240 tests/hour;
  - 2) Broad menu of immunoassays;
  - 3) Multiple channels: up to 24 two-reagent tests;
  - 4) Reading or inputting the Specimen ID, as further described in Section 3.2.3.f; and
  - 5) 24-hour reagent cooling.
- f) The functions of the analyzer include, but are not limited to:
  - 1) Random access with true STAT interrupt capability;
  - 2) Adaptable to various primary tubes and sample cups;
  - 3) Automatic cuvette QC;
  - 4) Auto rerun, auto dilution, sample pre-dilution;
  - 5) Auto alarms for washing and waste containers;
  - 6) Air pressure mixing with no carry over;
  - 7) Objective read with hard copy print-out; and
  - 8) Onboard capability to review QC and auto transfer of QC results to LIS.
- g) The equipment must be totally automated and compatible with non-technical operators.
- h) Vendor will retain title to all equipment furnished during the entire contract period. Vendor is responsible for repairing inoperable equipment within twenty-four (24) hours of notice of such status (excluding weekends and State holidays) or for replacing inoperable equipment within five (5) working days of such notice.
- i) In addition to any hardware and software required, Vendor must also provide chemicals, reagents, and laboratory and ancillary supplies including, but not limited to, gloves, lab coats, pipettes, specimen cups, collection cups, tamper resistant seals, labels, and adulterant strips.



- j) Reagents will be ordered as needed. Vendor must guarantee delivery of reagents within five (5) days after receipt of order.

### **3.2.2 Off-site Testing**

- a) Vendor must have ability to conduct confirmation testing on urinalysis specimens that have already been screened as positive at the On-site Labs. Vendor will be asked to confirm the substance(s) that have already been screened positive.
- b) Confirmation testing will be Gas Chromatography/Mass Spectrometry (GC/MS). Gas Chromatography/Flame Ionization Detection (GC/FID) may be utilized for confirmation of Ethanol. Vendor may propose alternative testing methods in its proposal, provided that Vendor also provides verification from an outside or independent source that the alternative method is as reliable, meets national standards, and has been held to be reliable in courts of law.
- c) Cut off levels must be in compliance with nationally recognized Standards and followed unless technology changes or upon the advice of the certifying laboratory with the approval of the ADOC.
- d) Vendor will provide courier and/or shipping services, to include shipping supplies such as lab packs and air bills.
- e) Vendor will implement protocols or procedures to ensure proper chain of custody once the specimen arrives in the On-site Lab and throughout the testing, shipping, and confirmation process.
- f) Vendor will provide confirmation results within one hundred and twenty (120) hours from the time sample is received at the off-site laboratory.
- g) Vendor will ensure all confirmation testing is properly authorized.
- h) Any requests for information related to an inmate or employee urinalysis specimen confirmation testing result will be referred to the ADOC Appointed Contact.

### **3.2.3 Data Management System**

- a) Vendor will provide a Data Management System (“DMS”) that is interfaced with the On-site Lab analyzers for the assignment of Specimen IDs, reporting of drug test results, and capable of providing statistical data necessary for the evaluation and monitoring of on-site drug testing services, as further described herein. Information gathered by Vendor will be utilized for the preparation of monthly reports of services, reports for administrative meetings with ADOC officials, and semi-annual and annual reports for the analysis of services provided.
- b) The DMS must provide access via secure website or mobile app.
- c) DMS software must be a Software as a Service (SaaS) system or cloud-based technology. Software should be compatible with standard internet browsers including, but not limited to, Internet Explorer, Chrome, and Safari.

- d) DMS must be secure, and may only be accessed by designated users. An unlimited number of users should be allowed, and ADOC must be capable of adding or deleting designated users as necessary. Vendor should include in its proposal the security components of its DMS and its ability to allow for the multiple designated users.
- e) DMS will be available at all times. Vendor should coordinate with the ADOC at least two (2) days in advance to schedule downtime due to routine maintenance.
- f) DMS must be capable of assigning unique Specimen IDs for each test performed that meet the following criteria:
  - i. The Specimen ID must be traceable to the particular Donor (as well as his/her demographic details) that can later be reported to designated ADOC employees, as required by Section 3.2.4.a. The identity and demographic details of the Donor will be provided by the ADOC, as further described in Sections 3.2.3.g & 3.2.3.i.
  - ii. Specimen IDs must be encoded such that the specimen can be verified by the Donor and the collecting officer at the time of collection and can be tracked throughout the drug testing process, but while allowing the Donor to remain anonymous to all others, including the Drug Testing Officer, once the label has been applied to the sample cup and is sealed.
  - iii. The Specimen ID must either be non-human readable (such as a barcode) or comprised of at least nine (9) characters. Preference will be given to Vendors who can provide non-human readable Specimen IDs.

**In its proposal, Vendor should describe the format of the Specimen ID it can offer (non-human readable or other) as well as its ability to verify and track a sample while protecting the Donor's anonymity throughout the drug testing process.**

- g) Vendor must be able to generate, or provide a tool to generate, Label Sheets through the DMS system that are accessible to the Warden, or his/her designee, at each of the twenty-six (26) ADOC Facilities listed in Attachment D. The Label Sheets must include identifying information to be used for verification purposes as the sample is collected along with a matching peel-off adhesive label to be placed on the specimen cup to uniquely identify that specimen.
- h) DMS must be capable of importing a list of individuals to be tested each day, including demographic details, which will be provided by the ADOC. DMS must then utilize this data to create a unique Specimen ID, as further described in Section 3.2.3.f, and Label Sheet, as further described in Section 3.2.3.g.
- i) DMS must allow designated ADOC employees to enter additional individuals to be tested in that day's collection into the system. The ADOC will provide a web service that will verify and provide additional demographic details on the individual being tested. A Specimen ID, as described in Section 3.2.3.f, and Label Sheet, as described in Section 3.2.3.g, must also be immediately created.

- j) DMS should include a mechanism by which the ADOC may input a reason why a sample is not tested (for example, if an employee was out of work on military leave or an inmate was unavailable due to a court appearance).
- k) DMS must be capable of tracking each specimen throughout the process and producing an electronic document image (PDF) of Chain of Custody document(s) at each step of the testing and confirmation phases. The image of the Chain of Custody document(s) should be downloadable by the ADOC from the DMS at any time. As changes are made to the Chain of Custody, updates must be available on the DMS and/or reported to the ADOC electronically.
- l) DMS must be capable of producing Test Results from both the On-site and Off-site Labs and producing an electronic document image (PDF) of the Test Results to the ADOC. The image of the Test Results document(s) should be downloadable by the ADOC from the DMS at any time.
- m) DMS must be able to create aggregate statistical reporting on lab results and tested population demographics (state-wide and per Facility) including, but not limited to, number of total tests taken (total and by reagent), positive tests reported (total and by reagent), and number of positive tests confirmed (total and by reagent), false positives and false negatives (total and by reagent). Vendor should provide in its proposals any additional statistical reporting that its DMS system is capable of providing to the ADOC.

### **3.2.4 Reporting for General Testing**

- a) Vendor will report to designated ADOC employees Preliminary Test Results from the On-site Labs, Confirmation Test Results, and Chain of Custody forms through the DMS that will be able to stand up to legal challenges. These documents should include the following:
  - 1) Preliminary Test Results will include: Specimen ID, collection date, date tested, name of Donor, Donor ID (provided by the ADOC), drug test result (positive, negative, or rejected or invalid with reason for invalidity or rejection, or designated as unavailable pursuant to Section 3.2.3.j), drug(s) and/or metabolite(s) tested, and name of ADOC Drug Testing Officer who performed the test.
  - 2) Confirmation Test Results will include: Specimen ID, collection date, date tested, name of Donor, Donor ID (provided by the ADOC), drug test result (positive, negative, or rejected or invalid with reason for invalid or rejected), drug and/or metabolite tested, a quantitative value, and a certification by and operator ID number of Vendor's employee who performed the test.
  - 3) Chain of Custody form(s) will include: date of receipt of specimen from the ADOC, names and/or titles of all persons who handled the specimen once received by the Vendor, and certification that the specimen was sealed on arrival to the Vendor and remained sealed until the time of the testing.
- b) A daily report of results should be sent via electronic mail to designated ADOC officials by close of business each day containing all of the following items: Donor name, test date, test results, and whether it is a preliminary or confirmation test.

- c) Statistical reports, as described in Section 3.2.3.m, should be made available to the ADOC Appointed Contact, or his/her designee, on a monthly basis.

### **3.3 CDL Drug and Alcohol Testing**

#### **3.3.1 Specimen Collection Services**

The Selected Vendor must:

- a) Utilize a method of providing Random Test collection services for the twenty-six (26) ADOC statewide sites that utilize CDL drivers that would provide services:
  - 1) with minimal disruption to work schedules;
  - 2) with minimal mileage and travel time for ADOC employees or inmates; and
  - 3) accommodating ADOC's rotating and/or varying employee or inmate shift changes.
- b) Provide testing for Reasonable Cause or Post-Accident during periods when general use facilities may be unavailable (nights, weekends, holidays, etc.).
- c) Ensure compliance with the specimen collection services pursuant to 49 CFR, Part 40.
- d) Ensure appropriate Federal Drug Testing Custody and Control Form use for DOT testing.
- e) Ensure the availability of gender for employees required to be tested under direct observation.

#### **3.3.2 MRO Services**

The Selected Vendor must:

- a) Meet the 49 CFR, Part 40, requirement for the services of a MRO;
- b) Provide adequate MROs available to review test results in a timely manner; and
- c) Eliminate any possible conflicts of interest or any common ownership interests between the laboratories/collection facilities that are used and the MRO.

#### **3.3.3 Laboratory Testing**

The Selected Vendor must:

- a) Ensure compliance for laboratory services (drug and alcohol) pursuant to 49 CFR, Part 40.
- b) Conduct approximately sixty-three (63) drug tests and twenty-one (21) alcohol tests quarterly with timely result reporting.

### **3.3.4 Administration of the CDL Program**

Selected Vendor Must:

- a) Provide Federal recordkeeping requirements, reporting, verification, and certification including the Substance Abuse and Mental Health Services Administration (“SAMHSA”) and DOT inspection reports.
- b) Provide retention of records for five (5) years as stipulated in 49 CFR 382.401 and 655.71, including, but not limited to:
  - 1) Records of driver alcohol test results indicating an alcohol concentration of 0.02 or greater; and,
  - 2) Records of driver verified positive controlled substance test results; and,
  - 3) Documentation of refusals to take required alcohol and/or controlled substances tests.
- c) 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) Maintain records for a minimum of one (1) year for negative and canceled controlled substance test results.
- e) Assure that all test results are forwarded directly to the MRO for disposition to the appropriate ADOC Designated Employer Representative (“DER”).
- f) Assure that all test results are delivered to the appropriate ADOC DER in a timely and confidential manner.
- g) Provide ADOC’s DER with a monthly summary of all tests conducted.
- h) Have computer database capability that:
  - 1) Utilizes software capable of integrating with the DMS;
  - 2) Has the database backed up by a reliable method; and
  - 3) Has a disaster recovery plan.
- i) Provide the ADOC with internet access for “review only” use of a list of active for ADOC employees and inmates in possession of a CDL performing safety-sensitive functions.
- j) Design and implement a “random selection procedure.”

### **3.4 Training and Technical Support**

- a) Training will be for the length of time necessary to achieve company endorsed certification to operate the analyzer. All certified drug-testing officers must be proficient in the use of the testing equipment as well as possess a working knowledge of all chemicals, reagents, and ancillary supplies. Training updates will be held bi-annually in a location conducive to learning and equipped to meet basic needs of meals and lodging. Vendor will not be responsible, however, for expenses relating to meals and lodging. In responding to this Section, Vendor should also provide alternative virtual trainings that may be available.
- b) Vendor will train ADOC on-site drug testing staff for the length of time necessary to achieve company endorsement of drug testing, chain of custody from the time the sample has arrived in the On-site Lab, shipping, and reporting requirements.
- c) Vendor will provide all technical support necessary to meet the requirements of this RFP.
- d) Selected Vendor must provide a 49 CFR Compliance Training Program for CDL Drivers for ADOC employees and inmates.
- e) Selected Vendor must provide a 49 CFR Compliance Training Program for Supervisors of CDL Drivers for ADOC employees and inmates

### **3.5 Management/Administration**

- a) Vendor will provide professional management to support drug testing for the ADOC.
- b) Vendor will design and recommend any new policies, procedures, and protocols for drug testing.
- c) Vendor will be responsible for ensuring that their staff reports any problems or unusual situations with the laboratories to the Warden or designee of each Facility's On-site Lab or problems with shipping/handling or reporting from the On-site Labs to the ADOC Appointed Contact, or his/her designee.
- d) A representative of Vendor will meet with the ADOC Appointed Contact or his/her designee, if requested, at least once a month to discuss problems and progress in the fulfillment of contractual requirements.
- e) Vendor will develop a mechanism to provide review of cost containment procedures. Results will be reported to the ADOC Appointed Contact, including, but not limited to, providing information on the pricing and capabilities of Vendor to test new or trending drugs.
- f) Vendor will provide legal support for all challenges relating to the services provided by Vendor pursuant to this RFP. This includes, primarily, assistance to the ADOC Legal Division in obtaining information and drafting affidavits to explain the adequacy of chain of custody or tests. For reference, the ADOC has requested this form of assistance three (3) times within the last ten (10) years.

- g) Describe Vendor's method for dealing with problems and complaints presented by ADOC's employees, detailing at what point the problem would escalate to the next level of supervision or management.

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## SECTION IV

### CERTIFICATIONS

#### **4.1 Liability and Indemnification**

- a) Selected Vendor shall defend in any action at law, indemnify, and hold the ADOC, its officials, agents, and employees harmless against any and all claims arising from the provisions of the Contract, including, without limitation, any and all claims arising from:
- 1) Any breach or default on the part of Selected Vendor in the performance of the Contract;
  - 2) Any claims or losses for services rendered by Selected Vendor and/or by any person or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract;
  - 3) Any claims or losses to any persons, including inmates, injured or property damaged from the acts or omissions of Selected Vendor, its officers, agents, or employees in the performance of the Contract by Selected Vendor;
  - 4) Any claims or losses by any person or firm injured or damaged by Selected Vendor, its trustees, officers, agents, or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the Contract in a manner not authorized by the Contract, or by Federal, State, or local regulations or statutes; and
  - 5) Any failure by Selected Vendor, its officers, agents, or employees to observe the Constitution or laws of the United States and the State of Alabama.

All costs, reasonable attorneys' fees, and liabilities incurred in or about any such claim, action, or proceeding brought thereon are the responsibility of Selected Vendor.

- b) In case any action or proceeding is brought against the ADOC by reason of any such claim, Selected Vendor, upon notice from the ADOC, shall defend against such action by counsel satisfactory to the ADOC and the Attorney General for the State of Alabama. Said counsel will not enter into any settlement contract with respect to any claim that may affect the ADOC without first obtaining approval of the ADOC.

In defending the ADOC, its officials, agents, and employees, Selected Vendor shall advise and consult with the General Counsel's Office of the ADOC, which may, in its discretion, enter any legal proceeding on behalf of the ADOC, its officials, agents, or employees.

Said obligations shall not be applicable to any claim, injury, death, or damage to property arising solely out of any act or omission on the part of the ADOC, its officials, agents, servants, or independent Selected Vendors (other than Selected Vendor), who are directly responsible to the ADOC.



## **4.2 Insurance Coverage**

- a) Selected Vendor shall continuously maintain and pay for such insurance as will protect Selected Vendor, the State, the ADOC, its officers, agents, and employees from all claims, including death and claims based on violations of civil rights, arising from the services performed under the Contract and actions by a third party against Vendor as a result of the Contract. Coverage required must also include, but not be limited to, Comprehensive General Liability, Worker's Compensation, and Employee's Liability. Before signing the Contract, Selected Vendor must file with the ADOC a certificate from Selected Vendor's insurer showing the amounts of insurance carried and the risk covered thereby. Selected Vendor must carry general liability insurance coverage with two hundred and fifty thousand dollars (\$250,000) combined single limit for personal injury and property damage that incorporates said coverage for all of Selected Vendor's employees and sub-vendors. This coverage is required to extend to services performed at any facility where services will be provided under the Contract.
- b) Selected Vendor will also maintain public liability, casualty, and auto insurance in sufficient amounts to protect the ADOC from liability for acts of Selected Vendor and risks and indemnities assumed by Selected Vendor in accordance with State law. If Selected Vendor does not have minimum coverage for bodily injury – including two hundred 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 – Selected Vendor must inform the ADOC and seek written permission for lesser coverage.
- c) All insurance policies required under this Contract, except for policies relating to Selected Vendor's Worker's Compensation claims, must name the ADOC as being an additional insured or loss payee and as entitled to all notices under the policies. All certificates of insurance shall contain the following provision: The coverage provided shall not be canceled, reduced, or allowed to lapse unless and until the ADOC has received at least ten (10) days written notice. At least thirty (30) days prior to each policy anniversary date, Selected Vendor shall provide the ADOC with renewal information and any changes in coverage.

## **4.3 Performance Guarantee**

Prior to the execution of the Contract, Selected Vendor must provide documentation of its securing a Performance Guarantee in the amount of one hundred and twenty thousand dollars (\$120,000.00) in the form of a bond, irrevocable letter of credit, 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 Selected 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.

## **4.4 Bribery Convictions**

Selected Vendor certifies compliance, or agreement to comply, with the following legal requirement(s) and that it is not barred from being awarded a contract or subcontract due to a violation of these requirements or an inability or unwillingness to comply with these 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 or federal law, 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 bribery 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 three (3) 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/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. Vendor certifies that it will not take part in any such conduct.

#### **4.7 Reporting Anticompetitive Practices**

When, for any reason, Selected 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 agency, 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 Confidentiality and Use of Work Product**

- a) Any documents or information obtained by Vendor from the ADOC in connection with this RFP or Contract will be kept confidential and will not be provided to any third party unless the ADOC approves disclosure in writing. All work products produced under the RFP 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 Selected Vendor previously developed and brings to the ADOC in furtherance of performance of the Contract will remain the property of Selected Vendor. Selected 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) Selected Vendor will, at its expense, defend the ADOC against all claims, asserted by any person, that anything provided by Selected 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 Selected Vendor hereunder, or any part thereof, by reason of any alleged infringement, Selected 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.

#### **4.9 Warranty**

- a) Selected Vendor warrants that all services will be performed in a good and professional manner.
- b) Selected 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 Selected 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.

#### **4.10 Compliance**

All work completed under the Contract must be in compliance with all applicable Federal, State, and local laws, rules, and regulations. Selected Vendor certifies that it is in compliance, and will remain in compliance, with all State, Federal, and local laws as well as all pertinent ADOC regulations in the performance of any prospective contract including, but not limited to, the following:

- 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.
- 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.
- d) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination.
- e) Comply with the regulations, procedures, and requirements of the ADOC concerning equal employment opportunities and affirmative action.
- f) Provide such information with respect to its employees and applicants for employment.
- g) Have written sexual harassment policies that comply with the ADOC's policy, to include, at a minimum, the following information:
  - 1) the illegality of sexual harassment;
  - 2) the definition of sexual harassment;
  - 3) a description of sexual harassment, utilizing examples;
  - 4) Selected Vendor's internal complaint process, including penalties;
  - 5) the legal recourse, investigative, and complaint process available through Selected Vendor;
  - 6) directions on how to contact Selected Vendor; and
  - 7) protection against retaliation.
- h) Selected Vendor is currently enrolled with the Department of Homeland Security ("DHS") in the E-verify system, and will not knowingly hire or continue to employ a person(s) who are

not either citizens of the United States or person(s) who are not in proper and legal immigration status authorizing them to be employed for pay in the United States.

- i) Selected Vendor will include a provision in all subcontracts that requires all subcontractors to utilize the E-Verify system to verify employment eligibility of all persons employed during the contract term. If requested, subcontractor must provide documentation as identified above.
- j) In compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act as amended and codified in Ala. Code Section 31-13-1, *et seq.*, by signing this Contract, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Contract and shall be responsible for all damages resulting therefrom.
- k) Selected Vendor will maintain a drug-free workplace. Selected Vendor certifies that no individual engaged in the unlawful manufacture, distribution, dispensation, possession, or use of any illegal drug or controlled substance will be eligible for employment by Vendor under the Contract.
- l) Selected Vendor acknowledges and understands that any employee or subcontractor will be subject to, and will comply with, all security regulations and procedures of the ADOC at the various Facilities.
- m) All Selected Vendor employees or subcontractors who may enter any ADOC Facility are subject to a background check and security check of his/her person and personal property (including his/her vehicle), and may be prohibited from entering the Facility in accordance with ADOC regulations. Additionally, any Selected Vendor employee found to have violated any security regulation may be barred from entering any ADOC Facility.
- n) Selected Vendor must have appropriate certifications, permits, and licenses in accordance with State and Federal law. The Selected Vendor and its subcontractors will be responsible for obtaining any and all required governmental permits, consents, and authorizations and payment of all taxes.
- o) All laws and rules regarding the handling and disposal of any hazardous materials that could result from this Contract must be followed.
- p) In compliance with Act 2016-312, as codified Code Section 41-16-5, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
- q) Selected Vendor shall comply with Alabama Code Section 14-11-31, as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act (“PREA”). The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. See Administrative Regulation 454, Inmate Sexual Assault and Harassment Awareness (Prison Rape Elimination Act (PREA)). 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 responsive Facility or Division Director his/her designee.

- r) Selected Vendor shall adopt a policy prohibiting texting while driving amongst its employees.

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## SECTION V

### INSTRUCTIONS TO VENDORS / PROPOSAL PREPARATION AND SELECTION CRITERIA

#### 5.1 Deadlines

- a) Deadlines and other critical dates in this RFP have been provided in Attachment H. For any discrepancies between Attachment H and the dates included in this RFP, Attachment H will prevail.
- b) Sealed Proposals must be received **by 4:00 p.m., Central Standard Time, on May 6, 2020**, at the below listed address. Responses are to be submitted in a sealed envelope and clearly marked "ADOC RFP #2021-02." See Attachment C.
- c) Proposal Delivery

#### **Proposals delivered directly by UPS, FEDEX, or other delivery services:**

State of Alabama  
Alabama Department of Corrections  
Legal Division  
Attn: Katherine Jessip  
301 South Ripley Street  
Montgomery, Alabama 36104

#### **Responses sent via United States Postal Service:**

State of Alabama  
Alabama Department of Corrections  
Legal Division  
Attn: Katherine Jessip  
P.O. Box 301501  
Montgomery, Alabama 36130

- 1) All proposals received after the appointed date and hour for receipt, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time received in the ADOC Legal Division. Vendors have the sole responsibility for assuring that proposals are received in the ADOC Legal Division by the designated date and time.
- 2) Whether proposals are mailed, hand delivered, or directly delivered by express mail, they must be delivered to the ADOC Legal Division at the address shown above. Hand delivered proposals must be delivered in ample time to allow for security check-in at the front desk of the Criminal Justice Center and delivery to the ADOC Legal Division prior to the closing time for the solicitation.
- 3) Faxed, electronic, or oral proposals will not be accepted.

- 4) Due to the potential delay that may be caused by the processes of the State Mail Room, through which the United States Postal Service delivers mail to State agencies, it is not recommended that this service is used for short-term or overnight deliveries.
- d) If any prospective Vendor has questions about the specifications or other solicitation documents, that Vendor must submit the questions to the attention of the Single Point of Contact, Katherine Jessip, via electronic mail at [katherine.jessip@doc.alabama.gov](mailto:katherine.jessip@doc.alabama.gov), **by 4:00 pm, Central Standard Time, on Friday, April 23, 2021, 2020**. Any e-mail should include in the subject line “RFP 2021-02: Drug Testing Services.” It is Vendor’s responsibility to verify receipt of the questions.
- e) Written Responses to those questions received by the ADOC will be posted on the ADOC website, at [www.doc.alabama.gov](http://www.doc.alabama.gov), by **April 27, 2020**. Any revisions to the RFP will be made only by addendum issued by the ADOC.

## **5.2 Proposal Preparation**

- a) The Vendor Proposal Form (Attachment A) must be used for submitting proposals. The Proposal Form must be completed and submitted with Vendor’s proposal. **All documents referenced in Attachment A must also be included with Vendor’s proposal. Section IV, Cost Proposal, shall be submitted in a separately sealed envelope.** The certification located at the bottom of the form should be completed, signed by an official that has the authority to bind Selected Vendor, and notarized.
- b) In order to be considered for selection, Vendor shall submit a complete response to this RFP. Proposals should be as thorough and detailed as possible so the ADOC may properly evaluate Vendor’s capabilities to provide the required services.
- c) Vendors are required to comply with the following instructions:
  - 1) Proposals shall be signed by an authorized representative of Vendor. All information requested must be submitted. Failure to submit all information requested may result in the ADOC requiring prompt submission of missing information, giving a lower score in evaluation of the proposal, or rejection by the ADOC.
  - 2) Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
  - 3) Proposals should be organized in the order in which the requirements are presented in Section 5.8 of this RFP. **All pages of the proposal should be numbered.** Each paragraph in the proposal should reference the corresponding paragraph from Attachment A or Section III of the RFP, as applicable. It is also helpful to repeat the text of the requirement as it appears in Attachment A or Section III of the RFP, as applicable. Proposals that are not organized in this manner risk elimination from consideration or a lower score in the evaluation of the proposal if the evaluators are unable to find where the RFP requirements are specifically addressed.



- 4) The ADOC takes its responsibilities under the State of Alabama's Open Records Law very seriously. If the 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 copies below, also provide the ADOC with a separate, redacted copy of its proposal on a disc in PDF format, marked clearly as a "REDACTED COPY," and briefly describe in a separate writing, as to each redacted item, the grounds for claiming exemption from the public records law. This redacted copy shall be provided to the ADOC at the same time Vendor enters its submissions 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 submissions 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 separate writing that must accompany the "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 the Vendor in response to any public records request.

### **5.3 Oral Presentation**

The ADOC may, at its sole option, elect to require oral presentation(s) by Vendors clearly in consideration for award. This provides an opportunity for the ADOC to ask questions and Vendors to clarify or elaborate on their proposals. This is a fact-finding and explanation session only and does not include negotiation. The ADOC will schedule the time and location of these presentations, if required.

### **5.4 Request to Modify or Withdraw Proposal**

Vendor may make a written request to modify or withdraw the proposal at any time prior to opening. 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 scheduled opening time will be accepted. The ADOC will correct the proposal after opening.

### **5.5 Vendor's Representation**

Vendor, by submission of a proposal, represents that it has read and understands the solicitation document and specifications and has familiarized itself with all Federal, State, and local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work.

The failure or omission of any Vendor to receive or examine any form, instrument, addendum, or other documents, or to acquaint itself with conditions existing at the sites, shall in no way relieve Vendor from any obligations with respect to its proposal or to the Contract.

## **5.6 Identification of Proposal Envelope**

- a) Envelopes/boxes containing proposals shall be sealed and marked in the lower left-hand corner with the solicitation number, “ADOC RFP No. 2021-02,” hour, and due date of the proposal. A sample of a return mailing label for identifying the package as a sealed proposal has been provided as Attachment C. This format should be used on your proposal packaging. It is further suggested that, if you submit your proposal by a courier such as FedEx or UPS, and place your sealed envelope inside the courier’s envelope, that you clearly mark the courier’s envelope with the same information to prevent premature opening of the proposal.
- b) No other correspondence or other proposals should be placed in the envelope.
- c) Envelopes that are prematurely opened due to Vendor’s failure to comply with this Section will not be considered. The ADOC assumes no responsibility for the premature opening of any envelope not properly identified.

## **5.7 Suspected Errors/Clarification**

Consistent with Section 5.1(c), if Vendor suspects an error, omission, or discrepancy in this solicitation, Vendor must notify Ms. Katherine Jessip, ADOC’s Single Point of Contact, via e-mail at [Katherine.jessip@doc.alabama.gov](mailto:Katherine.jessip@doc.alabama.gov), and such notification must be received by the ADOC **by 4:00 p.m., Central Standard Time, on April 23, 2021**. The subject line of the e-mail should read “RFP 2021-02: Drug Testing Services.” The ADOC will issue written instructions, if appropriate, by close of business on April 27, 2021.

If Vendor considers any part of the RFP unclear, Vendor is expected to make a written request for clarification by no later than **4:00 p.m., Central Standard Time, on April 23, 2021**. In the ADOC’s response, the ADOC will provide the request for clarification followed by a statement of clarification. A copy of the responses will be posted on the ADOC website at [www.doc.alabama.gov](http://www.doc.alabama.gov) by April 27, 2021.

## **5.8 Submission Requirements**

One (1) original and one (1) disk containing an electronic copy of the proposal must be submitted to the ADOC. Vendor is solely responsible for ensuring that the electronic copy is an exact replica of the original. The ADOC Evaluation Committee reserves the right to rely upon the electronic copy in its review. This does not include the “REDACTED COPY” Vendor may choose to submit. See Section 5.2.c.5. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume. If desired, the “REDACTED COPY,” should also be included on the disk. **Vendor’s Cost Proposal shall be included in a separate, sealed envelope. Failure to do so will result in a disqualification of the proposal.** The ADOC will not accept oral, electronic, or faxed proposals. Vendor shall make no other distribution of the proposals. **The following is required in the proposal:**

- a) **All vendors must fully complete Attachment A, Vendor Proposal Form**, in submitting their proposed prices and certifying acceptance of the terms and conditions associated with the RFP. The Vendor Proposal Form must be signed and notarized in order to be considered. If Vendor is a corporation, the proposal must be submitted in the name of the corporation, not

simply in the corporation's trade name. In addition, Vendor must indicate the corporate title of the individual signing the proposal. **Copies of any forms listed in Attachment A must also be submitted.**

- b) **All vendors must use Attachment B, Pricing Spreadsheet,** to submit unit bid pricing for the drugs listed therein. A printed copy of the spreadsheet completed by the responsible party is to be included with the proposal along with a copy on a disc.

**5.9 Evaluation Criteria**

Proposals will be evaluated by the ADOC using the following criteria:

<b>Criteria</b>	<b>Percentage</b>
General Qualifications	5%
Drug Testing Experience	15%
Suitability of Approach/Methodology	35%
Total Cost	50%
<b>Total Possible</b>	<b>100 %</b>

- a) Notwithstanding the foregoing, the ADOC reserves the right to award on the basis of cost alone or to accept or reject any or all bids if it is determined to be in the best interest of the State.
- b) Proposals found to be technically or substantially non-responsive at any point in the evaluation process may be rejected and not considered further.
- c) Proposals that do not meet the minimum threshold of the technical proposal, as pre-established by the ADOC Evaluation Committee, will be deemed not qualified, and the cost proposal will be returned unopened.
- d) The State may, at its sole option, elect to require oral presentation(s) by Vendors clearly in consideration for award. The State reserves the right to amend the evaluation criteria to allow for scoring of the oral presentation(s).
- e) The ADOC Evaluation Committee will present written findings to the ADOC Commissioner, who will make the final selection.

The Remainder of this page has been intentionally left blank.

# ATTACHMENT A VENDOR PROPOSAL FORM

**Failure to complete and provide this form with the proposal submission will result in rejection of your proposal. For any portions for which no response is necessary for your company, please mark the response as “N/A.”**

## **1. General Qualifications**

- a) Provide Vendor’s contact information, including company name (if applicable), primary contact, mailing address (including city, state, and zip code), phone number, and e-mail address\*.

\*Note: The e-mail address may be used for formal communications from the ADOC.

- b) Indicate the length of time you have been in business providing this type of good or service:

Years: \_\_\_\_\_ Months: \_\_\_\_\_

- c) If Vendor is a business entity, provide Vendor’s FIN or FEI Number and Vendor’s Alabama Business License Number. If Vendor is an individual, Vendor must provide a statement that, upon award of a contract, Vendor agrees to take the steps required to sign up with the Alabama State Comptroller in order to receive payment.
- d) Provide background information about Vendor including its history, including date of formation, size, structure, number of employees, annual volume of business, and location of the office(s) or facility(ies) from which services will be administered.
- e) Provide a list of all clients lost within the last three (3) years, including a contact name, title, telephone number, and e-mail address, if available. In addition, state the length of service at the account and reason for loss. If your company has not lost any such clients in the last three (3) years, indicate so by stating: “[Vendor] has not lost any clients.”
- f) If Vendor is a business entity, provide a statement that the Vendor’s corporate office is registered with the 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 that Vendor will be licensed prior to assuming the Contract.
- g) **Complete, sign, notarize, and attach the “Disclosure Statement” as required by Act 2001-955.** This statement is required to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. The form, along with instructions, can be found at [www.ago.alabama.gov](http://www.ago.alabama.gov) (click on “Resources”). At least one (1) original should be submitted. For your convenience, a copy of the form has been provided as part of Attachment G.

- h) **Provide a complete copy of Vendor’s Memorandum of Understanding with DHS showing enrollment in the E-verify system** (this can be printed from your business’s screen once logged in to E-verify).
- i) **Complete and attach the “CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT”** as required by Act 2011-535, and as amended by Act 2012-491. For your convenience, a copy of the certification form has been provided as part of Attachment G.
- j) **Complete and attach Vendor’s W-9** as required by the Alabama Policies and Procedures Manual. A fillable form may be accessed at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.
- k) Read, expressly agree, and certify that Vendor has and will comply with all Terms and Conditions as set forth in **Section II** of the RFP. If there are any exceptions requested, state so in writing.
- l) Read, expressly agree, and certify that Vendor has and will comply with all Certifications as set forth in **Section IV** of the RFP. If there are any exceptions requested, state so in writing.
- m) Provide a statement as to professional standing including, but not limited to, any pending controversies, law suits, claims, or other outstanding matters. In none exists, indicate so by stating, “[Vendor] has no pending controversies or claims.”
- n) Provide a statement as to the financial standing of the firm or company.

## **2. Drug Testing Experience**

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

- a) Vendor’s experience in providing drug testing and CDL drug and alcohol testing services as set forth in this RFP. Provide a list of all governmental entities for which Vendor has provided similar services in the past five (5) years. For each entity, provide the entity’s name, contact person, telephone number, email address, and general description of the services provided to that client, dates of service, and reason for terminating, if applicable.
- b) Provide names, qualifications, certifications, and experience of all personnel that will be utilized, both in-house and those to be acquired from outside sources, to perform services as outlined in this RFP.
- c) Provide a statement of availability and adequacy, in both number and quality of remaining staff, to perform all other functions included in this RFP.
- d) Indicate specific features that distinguish Vendor from other vendors in the field.

- e) Provide a minimum of three (3) references from current or former clients comparable in size to the ADOC. At least one of the clients must have a Donor population of ten thousand (10,000) at multiple facilities. For each reference, the following information must be included: Company Name and Address; Contact Name, Title, Phone Number, and E-mail; Dates of Service to Client; Number of Donors Served; Number of Facilities Involved.
- f) Submit a statement relating to Vendor's experience in the field of drug and alcohol testing, including the following:
  - 1) Expertise in drug and alcohol testing services;
  - 2) List of Vendor's certifications to perform these services;
  - 3) Number of drug testing services managed and location thereof;
  - 4) Range of drug and alcohol testing services performed by your organization and locations such services are performed; and
  - 5) Length of time your organization has been specifically providing Drug and Alcohol Testing services using 49 CFR, Parts 40 and/or 382, and/or 655, requirements in Alabama or in the Southeastern United States.
- g) State how Vendor evaluates the effectiveness of its drug testing services.

### **3. Suitability of Approach**

Provide a plan of operation to achieve the objectives as defined in Section III of this RFP, specifically addressing and referencing each item in Section III. This will assist with the evaluation process. **Note: in responding to this Section, each paragraph in the proposal should reference the corresponding paragraph from Section III. It is also helpful to repeat the text of the requirement as it appears in Section III.**

### **4. Cost – All Cost Proposals must be submitted in a separate, sealed envelope. Failure to do so will result in disqualification from the process.**

Vendors submitting proposals for providing drug testing services must utilize the spreadsheet included as **Attachment B**. Vendors must enter the price for each line. The price shall include the entire cost of all equipment or services necessary to perform the requirements of the RFP. Individual prices for each drug/reagent will be allowed for preliminary tests in the On-site Lab; however, only one (1) standard price per test of Confirmation Results should be submitted. Separate costs for different substances for the confirmation tests or additional services will not be accepted. Under the Contract, the ADOC expressly does not guarantee the number or frequency of tests for any given substance. An excel spreadsheet of Attachment B for the Vendor to complete will be provided on the ADOC website at [www.doc.alabama.gov](http://www.doc.alabama.gov).

**5. Certification**

I/we agree to furnish the services as set forth in this proposal and guarantee that the services provided meet or exceed all specifications, terms, conditions, and requirements herein. The undersigned offers and agrees to comply with all terms, conditions, and certifications as stated in this RFP and furnish the goods and services and prices in accordance with this signed proposal, or as mutually agreed upon by subsequent negotiation.

\_\_\_\_\_ Authorized Signature (ink)

\_\_\_\_\_ Authorized Name (typed)

\_\_\_\_\_ Title of Authorized Person

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

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT B**

**PRICING SPREADSHEET**

**(Also provided in excel format at [www.doc.state.al.gov](http://www.doc.state.al.gov).)**



**ATTACHMENT C  
PROPOSAL SUBMISSION ENVELOPE LABEL SAMPLE  
FOR DIRECT DELIVERY BY UPS OR FEDEX**

**Vendor's Name:**  
**Vendor's Address:**

**State of Alabama  
Department of Corrections  
Legal Division  
Attn: Katherine Jessip  
301 South Ripley Street  
Montgomery, Alabama 36104**

**ADOC Commissioner  
RFP NUMBER – 2021-02  
RFP Hour and Due Date:  
4:00 p.m. CST, May 6, 2021**

**ATTACHMENT D**  
**FACILITY LISTING AND AVERAGE MONTHLY**  
**POPULATION**  
**As of December 31, 2020**

<b>FACILITIES</b>	<b>FACILITY ADDRESS</b>	<b>POPULATION</b>
Bibb County Correctional Facility	565 Bibb Lane, Brent, AL 35034	161
Bullock Correctional Facility	104 Bullock Drive, Union Springs, AL 36089	115
Donaldson Correctional Facility	100 Warrior Lane, Bessemer, AL 35023	1,422
Easterling Correctional Facility	200 Wallace Drive, Clio, AL 36017	1,039
Elmore Correctional Facility	3520 Marion Spillway Road, Elmore, AL 36025	1,083
Fountain Correctional Facility	9677 Hwy 21 North, Atmore, AL 36503	1,142
Frank Lee Work Release Center	5305 Ingram Road, Deatsville, AL 36022	101
Hamilton Aged and Infirmid	223 Sasser Drive, Hamilton, AL 35570	213
Holman Correctional Facility	866 Ross Road, Atmore, AL 36503	148
Kilby Correctional Facility	12201 Wares Ferry Road, Mt. Meigs, AL 36057	955
Limestone Correctional Facility	28779 Nick Davis Road, Harvest, AL 35749	1,897
Montgomery Women's Facility	12201 Wares Ferry Road, Mt. Meigs, AL 36057	131
Red Eagle Honor Farm	1290 Red Eagle Road, Montgomery, AL 36110	226
St. Clair Correctional Facility	1000 St. Clair Road, Springville, AL 35146	1,068
Staton Correctional Facility	2690 Marion Spillway Road, Elmore, AL 36025	1,367
Tutwiler Correctional Facility	8966 US Hwy 231 North, Wetumpka, AL 36092	457
Ventress Correctional Facility	379 Highway 239 North, Clayton, AL 36016	977
Alex City Work Center	PO Drawer 160 Alex City, AL 35010	36
Birmingham Work center	1216 North 25 <sup>th</sup> St. Birmingham, AL 35234	122
Camden Work Center	1780 Hwy 221 Camden, AL 36726	41
Childersburg Work Center	PO Box 368 Childersburg, AL 35044	166
North Alabama Work Center	1401 Hwy 20 West Decatur, AL 35601	131
Elba Work Center	PO Box 710 Elba, AL 36233	108
Hamilton Work Center	1826 Bexar Ave East Hamilton, AL 35570	89
Loxley Work Center	PO Box 1030 Loxley, AL 36551	118
Mobile Work Center	PO Box 13040 Eight Mile, AL 36663	88
	<b>TOTAL:</b>	<b>17,474</b>

Additional information about ADOC facilities, including month end populations for Major Institutions and Work Release Centers, can be found on the ADOC website: [www.doc.alabama.gov](http://www.doc.alabama.gov).

# ATTACHMENT E

## CURRENT ON-SITE LABS

LABORATORIES	FACILITY ADDRESS	SERVICES	OFFICERS
Bibb County Correctional Facility	565 Bibb Lane, Brent, AL 35034	Bibb CF, Donaldson CF, & Supervised Reentry Program	1
Birmingham Work Release	1216 North 25 <sup>th</sup> St. Birmingham, AL 35234	Birmingham WR	1
Bullock Correctional Facility	104 Bullock Drive, Union Springs, AL 36089	Bullock CF (also acts as back-up for Ventress Lab)	2
Decatur Work Center	1401 Hwy 20 West Decatur, AL 35601	Hamilton A&I, Hamilton WR, & Decatur WR	3
Fountain Correctional Facility	9677 Hwy 21 North, Atmore, AL 36503	Fountain CF, Holman CF, Atmore WR, Camden WR, Loxley WR, & Mobile WR	1
Donaldson Correctional Facility	100 Warrior Lane, Bessemer, AL 35023	Donaldson CF	1
Limestone Correctional Facility	28779 Nick Davis Road, Harvest, AL 35749	Hamilton A&I, Hamilton WR, & Limestone CF	2
St. Clair Correctional Facility	1000 St. Clair Road, Springville, AL 35146	Birmingham WR, Childersburg WR, & St. Clair CF	2
Staton Correctional Facility	2690 Marion Spillway Road, Elmore, AL 36025	Draper CF, Elmore CF, Kilby CF, Staton CF, Tutwiler CF, Alex City WR, Frank Lee WR, Red Eagle WR, & Montgomery Women's (also services the Central Office and the Corrections Academy)	3
Ventress Correctional Facility	379 Highway 239 North, Clayton, AL 36016	Easterling CF, Ventress CF, & Elba WR	1
Mobile Work Center	PO Box 13040 Eight Mile, AL 36663	Loxley WR & Mobile WR (also backup for Fountain Lab)	1

# ATTACHMENT F

## SUBSTANCE CHART

DRUG/CATEGORY	ADDITIONAL SUBSTANCES INCLUDED IN CATEGORY
Amphetamine	Amphetamine, Methamphetamine, MDMA/Ecstasy (3, 4-methylenedioxy-N-methamphetamine)
Barbiturates	
Benzodiazepine	
Cocaine	
Opiates	
Marijuana	
Alcohol	Alcohol(ETG)
Methadone	
Prescriptions*	Buprenorphine (Suboxone), Oxycodone (OxyContin), Fentanyl (Duragesic), Meperidine (Demerol), Tramadol (Ultram), Propoxyphene (Darvon), Carisoprodol (Soma), Tapentadol (Zyntap), Zolpidem (Ambien)
LSD	
Methaqualude	
Phencyclidine	
Synthetic Cannabinoids	K-2, Spice, etc.
Bath Salts	MDPV, Mephedrone, Methylone

## **ATTACHMENT G**

# **DISCLOSURE STATEMENT & CERTIFICATE OF COMPLIANCE FORMS**



# State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP TELEPHONE NUMBER

This form is provided with:

- Contract
- Proposal
- Request for Proposal
- Invitation to Bid
- Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

- Yes
- No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

- Yes
- No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

***By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.***

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Notary's Signature Date Date Notary Expires

*Article 3B of Title 41, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.*

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by ACT 2012-491)

DATE: \_\_\_\_\_

RE Contract/Grant/Incentive (describe by number or subject):

\_\_\_\_\_ by and between  
\_\_\_\_\_ (Contractor/Grantee) and  
\_\_\_\_\_ (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of \_\_\_\_\_ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."

2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

**BUSINESS ENTITY.** Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

**EMPLOYER.** Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

\_\_\_ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

\_\_\_ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;

4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Name of Contractor/Grantee/Recipient

By: \_\_\_\_\_

Its \_\_\_\_\_

The above Certification was signed in my presence by the person whose name appears above, on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Witness



CERTIFICATE OF COMPLIANCE WITH ACT 2016-312

DATE: \_\_\_\_\_

Re: Contract/Grant/Incentive (describe by number or subject):

\_\_\_\_\_ by and between \_\_\_\_\_  
(Contractor/Grantee) and \_\_\_\_\_ (State Agency, Department or  
Public Entity.

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of \_\_\_\_\_ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of Alabama's Act 2016-312.
2. In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Certified this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Contractor/Grantee/Recipient

By: \_\_\_\_\_

Its: \_\_\_\_\_

The above Certification was signed in my presence by the person whose name appears above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Witness

# **ATTACHMENT H**

## **RFP CRITICAL DATES**

<b><u>ACTIVITY</u></b>	<b><u>DATE</u></b>
Issue RFP	April 9, 2021
Deadline for Notice of Intent to Submit Proposal	April 23, 2021
Deadline for Submittal of Questions	April 23, 2021, at 4:00 p.m., CST
Answers to Questions Posted on ADOC Website	April 27, 2021
Deadline for Submittal of Proposals	May 6, 2021, at 4:00 p.m., CST
Opening Day for Proposals	May 7, 2021, at 10:00 a.m., CST
Notification of Selected Vendor	June 7, 2021
Contract Review Deadline	June 24, 2021
Contract Review Meeting	June 8, 2021

Note: This timeline is subject to change based upon the needs of the State and the ADOC. Any such change will be published via amendment to this RFP.

**ATTACHMENT F – NOTICE OF INTENT TO SUBMIT A PROPOSAL**

To receive any further distributed information about this RFP, execute and email this Notice of Intent to [Katherine.jessip@doc.alabama.gov](mailto:Katherine.jessip@doc.alabama.gov)

by no later than 4:00 CST April 23, 2021.

**Potential Vendor Contact Information**

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email Address:

Telephone:

\_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

By signing below, Vendor verifies it is a bonafide vendor that intends to submit a Proposal in response to this RFP. This verification does not represent a binding commitment to submit a Proposal on behalf of Vendor.

Signature of Authorized Representative: \_\_\_\_\_