



**GENESEE COUNTY PURCHASING**  
A Division of the Genesee County Controller's Office  
COUNTY ADMINISTRATION BLDG  
1101 BEACH STREET, ROOM 361,  
FLINT, MICHIGAN 48502  
Phone: (810) 257-3030 Fax (810)257-3560  
[www.gc4me.com](http://www.gc4me.com)

**Nerahoo Hemraj**  
*Controller*

April 24, 2019

**GENESEE COUNTY REQUEST FOR PROPOSALS #19-184**

Sealed proposals will be received until **3:00 p.m. (EDT), Thursday May 23, 2019**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for **DRUG TESTING SERVICES FOR THE GENESEE COUNTY COURTS.**

This procurement is conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department or at the website [www.gc4me.com](http://www.gc4me.com).

Each offeror is responsible for labeling the exterior of the sealed envelope containing the proposal response with the proposal number, proposal name, proposal due date and time, and your firm's name. The proposal request number and due date for this RFP are:

**DUE DATE: 3:00 p.m. (EDT), Thursday, May 23, 2019**

**QUESTIONS DUE: 5:00 p.m. (EDT), Friday, May 10, 2019**

**PROPOSAL REQUEST NUMBER: #19-184**

*Noel Roan*  
NOEL ROAN, PURCHASING MANAGER

bid2\2019\19-184  
Attachments

**GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER**  
[www.gc4me.com](http://www.gc4me.com)

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# RFP #19-184 DRUG TESTING SERVICES FOR THE GENESEE COUNTY COURTS

## SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **3:00 p.m. (EDT), Thursday, May 23, 2019**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502. The Genesee County Purchasing Department hours of operation are 8:00 a.m. to 5:00 p.m., closed holidays and furlough days, check website for closed days. Label the envelope containing the proposal response as described on page 1. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
2. **Submit one original, two paper copy and one electronic copy of your proposal.** All proposals become the property of Genesee County. The original must include a signature on the Signature Page of a person authorized to make a binding offer. Additionally the proposal response must consist of one copy in electronic format on a CD, DVD or USB flash drive formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel. Failure to provide the required number of duplicate copies may result in rejection of your proposal. Proposals may NOT be submitted at MITN site for this offering.
3. Michigan Inter-governmental Trade Network– an alternate review of the Drug Testing for Genesee County Courts can be done at <http://www.mitn.info/Genesee-County.asp?AgencyID=2340&PageType=open>.
  - a. Genesee County has partnered with BidNet as part of the [Michigan Inter-governmental Trade Network](#) and will post their bid opportunities to this site. As a vendor, you can register with [Michigan Inter-governmental Trade Network](#) (use hyperlink or <https://www.mitn.info/Registration.asp?ID=2340>) and be sure that you see all available bids and opportunities. By selecting automatic bid notification, your company will receive emails once Genesee County has a bid opportunity that matches your company's business. In addition, the site handles bid opportunities, RFPs, and RFQs for other member governmental agencies. If you need help registering, please call [Michigan Inter-governmental Trade Network](#) support department toll free 1-800-835-4603.
4. All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this RFP, shall be made by and through the purchasing contact reference in this solicitation. No contact regarding this solicitation made with other County employees is permitted. Any violation of this condition may result in immediate rejection of proposal.
5. All prospective proposers shall be responsible for routinely checking the Genesee County Purchasing Department website at <http://www.gc4me.com/departments/purchasing> for issued addenda and other relevant information. Genesee County shall not be responsible for the failure of a prospective proposer to obtain addenda and other information issued at any time related to this RFP.
6. The County's Standard Proposed Contract is attached to this RFP. After the award is made to the successful proposer, the County and the successful proposer will negotiate a final contract that substantially conforms to the Standard Proposed Contract. Any exceptions to the terms and conditions of the Standard Proposed Contract and this RFP

must be clearly set forth in your proposal and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract or RFP unless those changes are requested in your proposal.

7. The County of Genesee requires a signed Genesee County Insurance Checklist with each proposal submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and kept in full effect and compliance during entire contract period. Failure to comply with these provisions will cause termination of the contract.

The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services herein contracted and further agrees to protect and defend the County of Genesee against all claims or demands whatsoever, and to hold the County of Genesee harmless from any loss or damage resulting therefrom.

8. **Proposal Format:** Proposals must be submitted in the format outlined in **Section 5. INFORMATION REQUIRED FROM PROPOSERS** to be deemed responsive.

## **SECTION 2 - STANDARD TERMS & CONDITIONS**

1. See Genesee County website, Purchasing Department for Standard Terms and Conditions.  
<http://www.gc4me.com/Std%20T%20%20C%20%20SECTION%202016.pdf>

## **SECTION 3 - ADDITIONAL TERMS & CONDITIONS**

1. **Purpose:** Through this RFP, Genesee County (“the County”) is soliciting proposals from qualified firms who can provide drug testing services.
2. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the on behalf of 7<sup>th</sup> Circuit Court of Michigan’s Drug Court, specialty courts and 67<sup>th</sup> District Court of Michigan’s Genesee County Sobriety Court. The contact person is Mrs. Noel Roan, Purchasing Manager, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, (810) 257-3030 and [nroan@co.genesee.mi.us](mailto:nroan@co.genesee.mi.us).
3. **Questions & Inquiries:** All questions regarding this RFP shall be submitted in writing and received no later than **May 10, 2019 by 5:00 p.m. (EDT)**, to the Genesee County Purchasing Department as listed above. E-mail is the preferred method of contact for all inquiries concerning this RFP. No verbal interpretation to any respondent as to the meaning of any requirement stated in this RFP shall be binding on Genesee County. All responses to questions regarding this RFP shall be issued in writing and distributed as an addendum by Genesee County.
4. **Addenda:** Genesee County reserves the right to amend and provide clarification of this RFP prior to the date for proposal submission. In such an event, an addendum will be posted on the Purchasing Department website (<http://www.gc4me.com/Purchasing/currentbids.htm>). Further, all proposers shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.

5. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format outlined in Section 5, INFORMATION REQUIRED FROM PROPOSERS. In addition, at least one of the paper proposals must be signed with an original signature of the official authorized to bind the proposer to its provisions.
6. **Validity Period:** Any proposal submitted as a result of this Request for Proposal shall be binding on the proposer for 120 calendar days following the due date.
7. **Disclosure:** All information in an offeror's proposal is subject to disclosure under the provisions of Public Act N. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto. In the event that a proposer wishes to designate any portion of their submission as "confidential" or "proprietary," the proposer must contact the Purchasing Manager prior to submission of the proposal. All requests regarding disclosure and requests for confidentiality of a proposal response to this RFP shall be submitted in writing to the Genesee County Purchasing Department as listed above.
8. **Statement of Exceptions:** The proposer shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the proposal. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.
9. **Acceptance of Proposal Content:** It is proposed that, if a contract is entered into as a result of this RFP, the RFP will serve as the basis for the contract. The contents of the proposal of the successful offeror may become contractual obligations if a contract is issued. Failure of the successful offeror to accept these obligations will result in cancellation of contract award.

## **SECTION 4 - SCOPE OF WORK**

### **A. Background**

The Genesee County Judicial system includes 67<sup>th</sup> District Court and 7<sup>th</sup> Circuit Court which operates multiple specialty courts including:

- Adult Felony Drug Court
- Family Dependency Treatment Court, which includes Infant and Toddler Treatment Court
- Veterans Treatment Court
- Mental Health Court and
- Genesee County Sobriety Court.

Multiple judges and court staff are committed to the programs, serving the residents of Genesee County and their families. Random drug and alcohol testing is a key component and required for participants.

The purpose of this request for proposals is to secure a qualified vendor to provide drug and alcohol testing services.

**B. Program and Provider Requirements**

The County is requesting pricing based on servicing the needs of the different courts:

- Circuit Court 100-130 participants for a 12 month period who are required to report for random testing 6 to 9 times per month, including weekends and holidays.
- Veterans Treatment Court and Mental Health Court combined expect 50 people per year at 6 to 9 tests per month.
- District Court, Sobriety Court 70-100 participants who will test 6-10 times per month, including weekends and holidays.

Service will be provided for one year commencing October 1, 2019 and be for one year. Where permitted by grant funding the contract may be extended. The contract may include up to 4 one-year extensions as determined by Genesee County.

The successful proposer must comply with the following:

1. Use the approved State Court Administrative Office (SCAO) Drug Court Case Management Information System (DCCMIS) as the primary database to record testing results within 24 hours. Data entry must conform to the data entry requirements of the court. The successful proposer may contact the software company directly regarding the availability of ongoing data feed that can be uploaded or transmitted into the DCCMIS program.
2. Maintain a daily telephone recording system that informs participants that they are required to test that day. The recording must be available to the participants by 4:00 A.M. of the day they are required to test. Participants must be assigned a “color” code for notification purposes. Extra consideration will be given for additional methods of notification, including but not limited to text, online, or other multimedia methods.
3. Adhere to all local, state and federal regulations concerning confidentiality and protection of substance abuse records (e.g. HIPAA and CFR 42, Part 2) and meets statute and best practices.
4. Staff is to receive qualification training relative to proper collection, chain of custody procedure, problem collection and collection integrity.
  - a. Participant is to be positively identified via acceptable means of identification.
  - b. Both donor and collector maintain visual contact with the specimen until the specimen bottles are sealed.
  - c. Donor initials both the chain of custody and security seal if required prior to mailing for confirmation or evaluation.
  - d. Collector ensures the specimen is shipped within 24 hours of collection.
5. Provide urinalysis testing that includes
  - a. At a minimum, a 13-panel detection screen (amphetamines, barbiturates, benzodiazepines, cocaine, marijuana, methadone, methamphetamines, opiates, oxycodone, buprenorphine (suboxone), fentanyl, tramadol and EtG) and an alcohol breath test.
  - b. And EtG Alcohol Urine Testing by LC/MS/MS (liquid chromatography/mass spectrometry/mass spectrometry) and should note if specimen is diluted and provide creatinine levels.
6. All urinalysis testing is to be monitored by same gender staff to ensure the samples’ integrity.

7. A minimum of 40ml is collected and both dilute (adulterants) and temperature restrictions are viewed.
8. Ensure the drug testing fee is inclusive of all costs related to supplies and activities necessary to complete the drug testing, reporting and sending of confirmatory test requests to Redwood Toxicology or other lab. The county is not to incur any additional costs. The drug testing agency is required to provide all shipping materials and cover any additional expenses. The participants are to pay for confirmations if they believe the test result is not accurate.
9. Participants should be refunded any fee paid for confirmation of positive drug tests (by drug testing provider) that are returned negative by Redwood Toxicology or other lab.
10. Currently Genesee County has an account for laboratory confirmations with Redwood Toxicology. It is recommended but not required for the provider to open an account and remain in good standing with Redwood Toxicology throughout the duration of the contract.
11. Understand that all compensation received from participants tested in the Adult Felony Drug Court and Genesee County Sobriety Court will be subject to the availability of grant funds from the State Court Administrative Office (SCAO)
12. Submit timely monthly invoices for services rendered. Each statement must clearly indicate the amount due; the days and number of times the participant tested in that month; along with any additional information that the court or county may require.
13. An invoice for services rendered must be submitted within thirty (30) days of the services rendered and in the manner proscribed by the court - for participants in the Adult Felony Drug Court and Genesee County Sobriety Court.
14. Submit a list of participants and testing results no later than 8:00 a.m. on the next business day following the test.
15. Maintain minimum hours for participant testing, 7 days per week, to include evening and holiday hours, in which all drug testing times will be available for both genders and be collected by same gender staff members as determined in conjunction with the drug court supervisor and Genesee County Sobriety Court.
  - A) Early morning and evening time
16. Ensure a qualified staff member is available for consultation with drug court and Genesee County Sobriety Court personnel
17. Give assurance to the county and SCAO of the ability to comply with 45 CFR 76 and certify to the best of its knowledge and belief that it and its subcontractors:
  - A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
  - B. Have not within a three (3) year period preceding this agreement been:
    - i. Convicted of or had a civil judgment rendered against them for commission of fraud;
    - ii. Convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction;
    - iii. Convicted of a violation of federal or state anti-trust statutes; or
    - iv. Convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in subsection B.
- D. Have not within in a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.

**C. Additional Requirement**

- A. Participants may be required to report for testing before or after court appearances, the testing facility of the selected vendor must have a testing site within a 5 mile radius of the Genesee County Courthouse (900 S. Saginaw Street Flint, MI 48502) with free parking available and in close proximity to public transportation routes.
- B. Neither Mental Health Court nor Veterans Treatment Court have funds in their respective budgets to pay for drug testing. All drug testing that occurs in those two specialty courts will be private pay by the participants themselves at the contract rate.
- C. 67<sup>th</sup> District Court, regular probation, will be private pay by the Defendants. Any Defendants testing for 67<sup>th</sup> District Court in regular or traditional probation will be tested at the contract rate.

**SECTION 5 - INFORMATION REQUIRED FROM PROPOSERS  
(PROPOSAL FORMAT)**

In order to be deemed responsive, proposals must be submitted in the format outlined below:

**1. NON-RESPONSIVE PROPOSALS**

Proposals may be judged non-responsive and removed from further consideration if any of the following occur:

- A. The proposal is not received in a timely manner in accordance with the terms of this RFP
- B. The proposal does not follow the specified format as presented in this Section
- C. The proposal is not adequate to allow a judgment by the reviewers

**2. RESPONSIVE PROPOSALS MUST INCLUDE AND/OR COMPLY WITH THE FOLLOWING:**

- 1. Proposal submitted by the due date and time
- 2. One (1) Copy of Proposal in Electronic Format
- 3. One (1) original proposal (properly executed), clearly marked as such, and two (2) additional hard copies of your Proposal
- 4. Schedule/timeline of work to be performed
- 5. Signed Signature Page with an Original Signature
- 6. Executed Insurance Checklist
- 7. Completed References Page
- 8. Optional: Statement of all Exceptions to any Terms, Conditions and Specifications, as desired
- 9. Optional: Proposed Alternate Payment Schedule, if desired
- 10. Technical Proposal shall consist of the items stated below. The written response shall be limited to no more than fifteen (15) single-sided, 8 ½ x 11 typewritten pages, in a business-style typeface with a font size of no less than 11 point.



**3. Technical Proposal:** Qualified individuals or firms interested in providing the services described herein are required to submit a complete (responsive) proposal for consideration. The proposal shall address the items listed below. Failure to provide all requested items may be sufficient cause for rejection of proposal as non-responsive. Proposals should be creative yet include the minimum requirements listed the Section 4. Scope of Work, B. Program and Provider Requirements

- a. Business organization: state the full name and address of your organization, and, if applicable, the branch office or other subordinate element that will perform or assist in performing the work. Include the names and phone numbers of personnel at your organization authorized to negotiate the proposed contract.
- b. Firm's Prior Experience & References: Prior experience with similar projects is essential for any firm to provide the services required in this solicitation. This section shall consist of a minimum of three (3) references with project descriptions. Additionally, contact information for each reference shall be provided with the name, address, phone number and email address. The contacts for each reference must be knowledgeable of the offeror's performance on the referenced project and the scope of services performed by the proposer. Please do not include firm experience unless persons who are proposed to work on this project participated in that referenced project, and clearly state his/her role in the referenced project. Genesee County reserves the right to obtain information regarding the ability of any prospective Contractor to perform and contact references. Such information shall be taken into consideration in evaluating proposals.
- c. Demonstration of Financial Stability: Submit with the proposal your organization's most recent financial audit, annual compiled financial statements or annual consolidated financial statements. If the company is a subsidiary or a division of a corporation, the relationship of the Proposer must be clearly delineated in the proposal.
- d. Financial Cost Proposal: Give a rate per test. Provide urinalysis testing and an alcohol breath test. Ensure the drug testing fee is inclusive of all costs related to supplies and activities necessary to complete the drug testing, reporting and sending of confirmatory test requests to Redwood Toxicology or another lab as listed on the cost proposal.
- e. Narrative: Include a narrative addressing the items in Section 4. Scope of Work, B. Program and Provider Requirements:
  - i. Ensure a qualified staff member is available for consultation with drug court personnel and sobriety court, and how the provider will support the Genesee County account.
  - ii. Give assurance to the county and SCAO of the ability to comply with 45 CFR 76 and certify to the best of its knowledge and belief that it and its staff comply.
- f. Background Checks: Describe your process for conducting background checks on all paid staff and volunteer workers.
- g. Statement of the Project: State in precise terms, in no less than 25 words, your understanding of the project as presented in this RFP. In addition, please reference the firm's core competencies as it relates to providing the services required as part of this solicitation.
- h. Work Plan: describe in narrative form a description of the proposed effort and of the services that will be delivered along with a technical plan for accomplishing the work.

- i. Identify where your services are located and hours of operation.
- ii. Describe your proposed system(s) for performing and documenting contacts, sample collection procedure, chain of custody procedure, problem collection and collection integrity. Describe your ability to maintain consistent, confidential, accurate and systematic techniques for record keeping and reporting.
- iii. Include any other information that is believed to be pertinent but not specifically asked for elsewhere.

## **SECTION 6 - EVALUATION & SELECTION PROCEDURE**

The Evaluation Committee will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, proposers should exercise particular care in reviewing the Proposal Format required in this RFP.

The Evaluation Committee will then review and score each proposal individually based on the evaluation criteria referenced in this RFP. Scores and rankings for each proposal will be compiled to determine the committee recommendations. Based upon the scoring and ranking, the Committee may recommend a short list of proposals that are reasonably likely of being selected for award.

The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, Genesee County may request presentations by proposers, to carry out contract negotiations for the purpose of obtaining best and final offers, and/or conduct detailed reference checks on the short-listed proposers. Further, Genesee County reserves the right to contact any and all references to obtain, without limitation, information regarding the proposer's performance on previous projects.

Once the ranking process is complete, the Evaluation Committee will recommend a contract award to the Purchasing Department regarding the apparent successful proposer(s). Upon acceptance, a recommendation will be made to the Genesee County Board of Commissioners for approval. The final recommendation made to the Genesee County Board of Commissioners will be based on review of the final scores. Subsequent to final selection and award by the Genesee County Board of Commissioners, a contract will be negotiated with the successful proposers. Upon the successful completion of negotiations, contracts will be presented to the Genesee County Board of Commissioners for approval.

## **SECTION 7 – EVALUATION CRITERIA**

It is the intent of Genesee County to conduct a fair and comprehensive evaluation of all proposals received. The RFP/Contract will be awarded to the offeror who submitted a proposal that is most advantageous to Genesee County. All proposals will be evaluated based on the following criteria.

### **A. NATURE OF SERVICES PROPOSED (45 points)**

#### **1. Business Organization:**

State the full name and address of your organization's corporate headquarters and, if applicable, the branch office or other subordinate element that will perform or assist in performing the work.

2. Program Service Description:  
Provide a clear, concise description of the specific services that will be provided including how you propose to provide services for the identified drug court population(s). Be sure to discuss how your agency will adhere to statute and best practices for drug testing, collection integrity, sample retention.
3. Admission process:  
Proposed system(s) for performing and documenting contacts, intake, assessment, referral, and outcomes procedures.
4. Evidence-based practice and treatment interventions:  
Describe the commitment to evidenced-based practices and specific interventions that the agency will use with the drug court population, describe the commitment to statute and best practices and specific collection procedures.
5. Drug Court Team Processes:  
Describe the manner in which staff members will participate in the team process for the specialty courts identified in the scope of work. Please be sure to address the staff member's court attendance requirements, if required, and how the agency will communicate with the specialty courts
6. Database Management:  
Describe the agency's ability to access and utilize the web-based Drug Court Case Management Information System (DCCMIS) as the primary database to record testing results within 24 hours. Data entry must conform to the data entry requirements of the court.

\_\_\_\_\_ **TOTAL POINTS FOR THIS SECTION**

**B. COST EFFECTIVENESS OF SERVICES PROPOSED ( 25 points)**

1. Proposed cost for providing DRUG TESTING. Complete the Cost Proposal Page.
2. Financial Stability of firm.
3. Proposed method of billing.
4. Ability to report and send confirmatory test requests to Redwood Toxicology. Open an account and remain in good standing with Redwood Toxicology throughout the duration of the contract maintain consistent, confidential, accurate and systematic techniques for recordkeeping and reporting

\_\_\_\_\_ **TOTAL POINTS FOR THE SECTION**

**C. FIRM EXPERIENCE AND QUALIFIED STAFF TO PROVIDE TESTING (30 points)**

1. Agency experience working with Courts, Department of Health and Human Services or other public agencies.
2. Agency experience working with the felony offender population where substance abuse is a contributing factor.
3. Agency ability to provide timely services and services available during non-

traditional hours.

4. Background check process.

5. References

\_\_\_\_\_ **TOTAL POINTS FOR THIS SECTION**

**SIGNATURE PAGE**  
**GENESEE COUNTY RFP #19-184**  
**DRUG TESTING SERVICES FOR THE GENESEE COUNTY COURTS**

The undersigned represents that he or she:

1. is duly authorized to make binding offers on behalf of the company,
2. has read and understands all information, terms, and conditions in the RFP,
3. has not engaged in any collusive actions with any other potential proposers for this RFP,
4. hereby offers to enter into a binding contract with Genesee County for the products and services herein offered, if selected by Genesee County within 120 days from proposal due date,
5. certify that it, its principals, and its key employees are not "Iran linked businesses," as that term is described in the Iran Economic Sanctions Act, P.A. 2012, No. 517, codified as MCL 129.311, et seq.
6. acknowledges the following addenda \_\_\_\_\_ issued as part of the RFP:

**Conflict of Interest:**

\_\_\_\_ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other County contracts, or property interest for this proposal.

\_\_\_\_ The undersigned firm by attachment to this form, submits information which may be a potential conflict of interest due to other County contracts, or property interest for this Proposal.

**Exceptions** to Solicitation and/or Standard Contract: NO \_\_\_\_\_ YES \_\_\_\_\_ (include attached statement)

Name (typed): \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_

Federal Employee Identification Number (FEIN): \_\_\_\_\_

DUNS Number: \_\_\_\_\_

Date: \_\_\_\_\_

**Contact Person of company representative for matters regarding this RFP**

\_\_\_\_\_  
CONTACT NAME POSITION

\_\_\_\_\_  
E-MAIL

\_\_\_\_\_  
MAILING ADDRESS CITY STATE ZIP CODE

\_\_\_\_\_  
PHONE FAX

**COST PAGE**  
**GENESEE COUNTY RFP #19-184**

**Cost for Test:** \$ \_\_\_\_\_ urinalysis and alcohol breath test Provide urinalysis testing that includes at a minimum, a 10-panel detection screen and an alcohol breath test.

\$ \_\_\_\_\_ EtG Alcohol Urine Testing by LC/MS/MS

Ensure the drug testing fee is inclusive of all costs related to supplies and activities necessary to complete the drug testing, reporting and sending of confirmatory test requests to Redwood Toxicology or other lab as list below:

Lab used for testing: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_

Email and Phone: \_\_\_\_\_

Submitted by:

Company: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## GENESEE COUNTY INSURANCE CHECKLIST

**PROFESSIONAL SERVICES CONTRACT FOR:**                    **19-184 RFP Drug Testing Services Contract - Courts**

**Coverage Required**

**Limits (Figures denote minimums)**

<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease Including Premises/operations
<input checked="" type="checkbox"/> 3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
<input type="checkbox"/> 4. Professional liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
<input type="checkbox"/> 5. Medical Malpractice	\$200,000 per occurrence \$800,000 in aggregate
<input checked="" type="checkbox"/> 6. Automobile liability	\$1,000,000 combined single limit each accident- Owned, Hired, Non-owned
<input type="checkbox"/> 7. Umbrella liability/Excess Coverage	\$ 1,000,000 BI & PD and PI

8 Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.

9. Other insurance required: Environmental Impairment Liability - \$1,000,000 limit

10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)

11. The certificate must state bid number and title

### Insurance Agent's Statement

**I have reviewed the requirements with the bidder named below. In addition:**

The above required policies carry the following deductibles:

\_\_\_\_\_

Liability policies are                    **occurrence** \_\_\_\_\_                    **claims made** \_\_\_\_\_

\_\_\_\_\_ Insurance Agent

\_\_\_\_\_ Signature

### Prospective Contractor's Statement

I understand the insurance requirements and will comply in full if awarded the contract.

\_\_\_\_\_ Contractor

\_\_\_\_\_ Signature

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Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the vendor/contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.

## REFERENCES

List 3 references of similar projects

Submitted by: \_\_\_\_\_

---

1. Company

Phone Number

---

Contact Name and Position

E-mail Address

---

Address

---

Type of Work/ Project

\$  
Dollar Amount of the Project

---

Project Description

---

2. Company

Phone Number

---

Contact Name and Position

E-mail Address

---

Address

---

Type of Work/ Project

\$  
Dollar Amount of the Project

---

Project Description

---

3. Company

Phone Number

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Contact Name and Position

E-mail Address

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Address

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Type of Work/ Project

\$  
Dollar Amount of the Project

---

Project Description



# CONTRACT FOR PROFESSIONAL SERVICES

## DRUG TESTING SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Contractor Name, a [State] [Entity Type], whose principal place of business is located at Contractor Address (the "Contractor") (the County and the Contractor together, the "Parties").

### 1. Agreement and Authority

This Agreement is entered into pursuant to RFP # \_\_\_\_\_ issued by the Genesee County Purchasing Department, and execution of this Agreement is authorized by Resolution # \_\_\_\_\_ issued by the Genesee County Board of Commissioners.

### 2. Term

#### 2.1 Initial Term

The initial term of this Contract commences on 10/1/2019 and shall be effective through 9/30/2020 (the "Initial Term").

#### 2.2 Extension Terms

Not to exceed four (4) one (1) year term extensions dependent on terms of the funding grant.

### 3. Purpose

This Contract is entered into for the purpose of providing, drug testing services.

### 4. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

### 5. Compensation

**Unit Rate.** The Contractor shall be paid according to the rates identified on Exhibit C. The total amount paid to the Contractor shall not exceed \$ \_\_\_\_\_. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

**6. Taxes.**

The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

**7. Contract Administrator**

The contract administrator for this Contract is [Contract Administrator] (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

**8. Reporting Requirements**

During the term of this Contract, the Contractor must provide to the Contract Administrator the reports identified and described on Exhibit B.

**9. Inspection and Acceptance**

All goods provided with the Services are received subject to inspection and testing. If goods are defective or fail to meet the specifications, the County shall have the right to reject the goods or to require the Contractor to correct the defects. The Contractor shall correct the defects at no cost to the County or pay the County for expenses incurred by the County in correcting the defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the Contractor. After the forty-five day period, the County will dispose of the goods and the County shall have no further liability to the Contractor. The Contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.

**10. Warranties**

The Contractor warrants that:

- 10.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 10.2 For a period of one (1) year following completion of the Services, the Services and any goods provided with the Services shall conform to the representations made by the Contractor.
- 10.3 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 10.4 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.

10.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

## **11. Suspension of Work**

### **11.1 Order to Suspend Performance**

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

### **11.2 Necessary Actions Before Suspension**

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

## **12. Termination**

### **12.1 Termination for Cause**

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

### **12.2 Immediate Termination**

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

### 12.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

### 12.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

## 13. **Equipment Purchased with County Funds**

### 13.1 Reporting

The Contractor agrees that any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract must be reported to the Contract Administrator upon purchase. For the purposes of this paragraph, Equipment is defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit.

### 13.2 Conveyance to the County

Upon the County's request at the termination of this Contract for any reason, the Contractor agrees to convey to the County all title in any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract.

## 14. **Nondiscrimination**

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the

duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

**15. Freedom of Information Act**

This Contract and all attachments, as well as all other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the “Freedom of Information Act”.

**16. Intellectual Property**

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County’s request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

**17. Audit Rights**

**17.1 Certification of Accurate Information**

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

**17.2 Inspection**

The Contractor agrees that the County may inspect the Contractor’s plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor’s plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

**17.3 Audit**

The Contractor agrees that the County may examine the Contractor’s records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable

grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

#### 17.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

### 18. Identity Theft Prevention

18.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

18.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

### 19. Insurance Requirements and Indemnification

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit C and keep such insurance coverage in force throughout the life of this Contract.

#### 19.1 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

#### 19.2 Indemnification

The Contractor agrees to indemnify, defend and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite.

## **20. Independent Contractor**

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

## **21. General Provisions**

### **21.1 Entire Contract**

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

21.1.1. The Contract – This Professional Services Contract

21.1.2. Exhibit A – The Scope of Work

21.1.3. Exhibit B – Required Reports

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

### **21.2 No Assignment**

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

### **21.3 Modification**

This Contract may be modified only in writing executed with the same formalities as this Contract.

### **21.4 Binding Effect**

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

### **21.5 Headings**

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

### **21.6 Governing Law and Venue**

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

21.7 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

21.8 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

21.9 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

**CONTRACTOR NAME**

COUNTY OF GENESEE

By: \_\_\_\_\_  
Name of Contractor Signatory  
Title of Contractor Signatory

By: \_\_\_\_\_  
Jamie Curtis, Chairperson  
Board of County Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Corporation Counsel

Date: \_\_\_\_\_



EXHIBIT A  
Description of the Services

The successful proposer must comply with the following:

1. Use the approved State Court Administrative Office (SCAO) Drug Court Case Management Information System (DCCMIS) as the primary database to record testing results within 24 hours. Data entry must conform to the data entry requirements of the court.
2. Maintain a daily telephone recording system that informs participants that they are required to test that day. The recording must be available to the participants by 4:00 a.m. of the day they are required to test. Participants must be assigned a “color” code for notification purposes.
3. Adhere to all local, state and federal regulations concerning confidentiality and protection of substance abuse records (e.g. HIPAA and CFR 42, Part 2) and meets statute and best practices.
4. Staff is to receive qualification training relative to proper collection, chain of custody procedure, problem collection and collection integrity.
  - a. Participant is to be positively identified via acceptable means of identification.
  - b. Both donor and collector maintain visual contact with the specimen until the specimen bottles are sealed.
  - c. Donor initials both the chain of custody and security seal if required prior to mailing for confirmation or evaluation.
  - d. Collector ensures the specimen is shipped within 24 hours of collection.
5. Provide urinalysis testing that includes
  - a. At a minimum, a 10-panel detection screen (amphetamines, barbiturates, benzodiazepines, cocaine, marijuana, methadone, methamphetamines, opiates, oxycodone, propoxyphene) and an alcohol breath test.
  - b. And EtG Alcohol Urine Testing by LC/MS/MS (liquid chromatography/mass spectrometry/mass spectrometry) and should note if specimen is diluted and provide creatinine levels.
6. All urinalysis testing is to be monitored by same gender staff to ensure the samples’ integrity.
7. A minimum of 40ml is collected and both dilute (adulterants) and temperature restrictions are viewed.
8. Ensure the drug testing fee is inclusive of all costs related to supplies and activities necessary to complete the drug testing, reporting and sending of confirmatory test requests to Redwood Toxicology
9. Participants should be refunded any fee paid for confirmation of positive drug tests that are returned negative by Redwood Toxicology.
10. Open an account and remain in good standing with Redwood Toxicology throughout the duration of the contract
11. Understand that all compensation received from participants tested in the Adult Felony Drug Court and Genesee County Sobriety Court will be subject to the availability of grant funds from the State Court Administrative Office (SCAO)

12. Submit timely monthly invoices for services rendered. Each statement must clearly indicate the amount due; the days and number of times the participant tested in that month; along with any additional information that the court or county may require.
13. An invoice for services rendered must be submitted within thirty (30) days of the services rendered and in the manner proscribed by the court -- for participants in the Adult Felony Drug Court and Genesee County Sobriety Court.
14. Submit a list of participants and testing results no later than 8:00 A.M. on the next business day following the test.
15. Maintain minimum hours for participant testing, 7 days per week, to include evening and holiday hours, in which all drug testing times will be available for both genders and be collected by same gender staff members as determined in conjunction with the drug court supervisor and Genesee County Sobriety Court.
16. Ensure a qualified staff member is available for consultation with drug court and Genesee County Sobriety Court personnel
17. Give assurance to the county and SCAO of the ability to comply with 45 CFR 76 and certify to the best of its knowledge and belief that it and its subcontractors:
  - D. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
  - E. Have not within a three (3) year period preceding this agreement been:
    - v. Convicted of or had a civil judgment rendered against them for commission of fraud;
    - vi. Convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction;
    - vii. Convicted of a violation of federal or state anti-trust statutes; or
    - viii. Convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - F. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in subsection B.
  - G. Have not within in a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default

#### **Additional Requirement**

- A. Participants may be required to report for testing before or after court appearances, the testing facility of the selected vendor must be within a 5 mile radius of the Genesee County Courthouse (900 S. Saginaw Street Flint, MI 48502) with free parking available and in close proximity to public transportation routes.
- B. Neither Mental Health Court nor Veterans Treatment Court have funds in their respective budgets to pay for drug testing. All drug testing that occurs in

those two specialty courts will be private pay by the participants themselves at the contract rate.

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EXHIBIT B  
Reports Required from the Contractor

Description of Report

Name and content of report

Frequency

How often?

If none, write NONE.

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