



Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Interim Director

E-Verify Affidavit Required

REQUEST FOR E-QUOTE NUMBER: 14RD91410B

PROJECT TITLE: DRUG AND ALCOHOL SUBSTANCE ABUSE TESTING

DUE DATE: 1/15/2014

WILL BE RECEIVED UNTIL: 2:00 P.M.

LAST DAY FOR QUESTIONS: 1/14/2014

BIDDERS MAY SUBMIT REQUESTS FOR CLARIFICATION OR QUESTIONS REGARDING THIS E-QUOTE TO THE PURCHASING CONTACT PERSON LISTED BELOW. ANY REQUEST SHALL ONLY BE SUBMITTED IN WRITING (FAX OR EMAIL). ALL RESPONSES TO WRITTEN REQUEST(S) WILL BE DISTRIBUTED AS ADDENDA TO THIS E-QUOTE AND POSTED ON THE FULTON COUNTY WEBSITE AT www.fultoncountyga.gov.

THE COUNTY WILL NOT RESPOND TO REQUESTS RECEIVED AFTER 1/15/2014 AT 2:00 P.M.

E-QUOTE RESPONSES MUST BE SUBMITTED ONLINE AT www.fultonvendorelfservice.co.fulton.ga.us. BY THE DATE AND TIME INDICATED. You must be a registered vendor in order to respond to E-QUOTES.

ANY QUESTIONS REGARDING PURCHASING PROCEDURES OR THE SPECIFICATIONS SHOULD BE ADDRESSED ONLY TO THE PURCHASING CONTACT PERSON LISTED BELOW VIA EMAIL ONLY. NO PHONE CALLS WILL BE ACCEPTED. BIDDERS MAY NOT HAVE CONTACT WITH COUNTY OFFICERS, ELECTED OFFICIALS OR COUNTY EMPLOYEES REGARDING THIS BID PRIOR TO AWARD OF PURCHASE ORDER. VIOLATION OF THIS INSTRUCTION WILL RESULT IN YOUR BID BEING FOUND NON-RESPONSIVE.

CONTACT NAME:
Rodney E. Dority

E-MAIL ADDRESS:
rodney.dority@fultoncountyga.gov

FAX NUMBER:
(404) 893-1734

All information requested on this sheet must be completed. Unless specifications indicate "NO SUBSTITUTE", items determined by Fulton County to be "EQUAL OR BETTER" will be given full consideration. All prices QUOTED must be "FOB DELIVERED" unless otherwise requested, and must be submitted in the format requested. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.

REQUEST FOR QUOTE
GENERAL TERMS AND CONDITIONS

The following provisions are hereby made a part of this Request for Quote ("E-QUOTE"). Any contract or purchase order awarded as the result of this request shall be governed by these General Terms and Conditions. By submission of your responses to this e-quote, vendor agrees to furnish the LABOR(s) and/or service(s) pursuant to these conditions.

1. **GENERAL.** These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract or purchase order by indicating a change in the special instructions or provisions. **Any vendor accepting a purchase order award as the result of this request agrees that the provisions included within this Request for E-Quote shall prevail over any conflicting provision within any standard form contract of the vendor.**
2. **SUBMISSION OF RESPONSES.** Responses must be submitted for e-quotes on-line via the Vendor Self Service system at <https://fultonvendorselfservice.co.fulton.ga.us/webapp/VSSPROD/Advantage>. Response to e-quotes must be received no later than 2:00 p.m. on the date indicated.
3. **AMENDMENTS TO THE REQUEST FOR E-QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.
4. **ADDENDUM.** Revision to the Request for E-Quote issued by the County prior to the receipt of bids.
5. **NON-COLLUSION.** Bidder certifies that this bid is made without prior understanding, agreement or connection with any other corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. Bidder further understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that person signing is authorized to sign this bid or proposal for the bidder.
6. **CONFLICT OF INTEREST.** Vendor states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.
7. **BASIS OF AWARD.** The County shall award to the overall lowest responsible and responsive vendor complying with the provisions of the Request for E-Quote. The following criteria may be considered by the County in selecting the most advantageous quote: a) Ability to perform the service required within the specified time; b) Conformance to specification; c) The quality of performance in previous contracts; d) Financial ability to perform the contract; e) vendor references. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.
8. **INDEMNIFICATION.** Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, of the performance, or nonperformance, of it's obligations under this agreements.
9. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
10. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.** If any item furnished by the Vendor fails to conform to specifications, or to the sample submitted by the Vendor, the County may reject it. Upon rejection, the Vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the Vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual cost to the County. If the Vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.

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11. **INVOICES AND PAYMENT TERMS.** Invoices are to be mailed to the County department specified on the resulting purchase order or master agreement. All invoices must include the purchase order number or master agreement number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County and the correct invoice is received in the office specified on the purchase order.
12. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of quote and disputes about quotes. Lack of knowledge by any Vendor about applicable law is not a defense.
13. **ASSIGNMENT.** Any purchase order awarded shall not be assignable by the Vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.
14. **REJECTION OF BID.** Bids may be considered irregular and may be rejected if they show omissions, alternations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The County reserves the right to waive minor technicalities or irregularities of bid.
15. **TERMINATION.** In the event any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the purchase order. Such notice will state the reason(s) for such intention, and unless within ten (10) days after serving notice upon the contractor, such violation has ceased and satisfactory arrangements for correction made, the purchase order shall, upon expiration of ten (10) days, be terminated. Further, the County reserves the right to terminate for its convenience any purchase order in whole or in part upon giving thirty (30) days prior written notice to the other party.
16. **DEBARMENT.** If a Bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the Bidder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.
17. **RIGHT TO PROTEST.** Any actual or prospective Bidder who is aggrieved in connection with a solicitation or award of a contract/purchase order must submit its protest in writing to the Director of Purchasing & Contract Compliance, 130 Peachtree St. S.W., Suite 1168, Atlanta, GA 30303. A protest must be submitted to the Director of Purchasing & Contract Compliance in writing within 14 days after such aggrieved entity knows or should have known of the solicitation, the award of contract/purchase order to another or other acts giving rise to a protest. An oral protest or a protest to an official, employee, user department, or other person apart from the Director of Purchasing does not comply with Fulton County Code Section 2-324 and does not toll the protest time period.
18. **BINDING AUTHORITY.** The individual submitting this E-QUOTE must have binding authority to submit contracts on behalf of the responding company. By submitting a response, vendor agrees that their quote is an offer to sell. All bidders shall comply with all Fulton County purchasing laws, policies, and procedures, as well as relevant state and federal laws, including compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act.

REQUEST FOR E-QUOTE SPECIFICATIONS

E-Verify Affidavit Required

***Drug and Alcohol Substance Abuse Testing
Police Department***

1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting e-quotes from qualified vendors to provide drug and alcohol substance abuse testing for the Police Department.

2. CONTACT PERSON

Please contact Rodney E. Dority, Procurement Officer by e-mail rodney.dority@fultoncountyga.gov or Fax (404) 893-1734 only, with any procedural or technical questions. All questions should be submitted in writing to the Purchasing contact person via email only. No phone calls will be accepted. Any responses made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

3. TERM OF AGREEMENT

12 months

4. LABOR/SERVICE SPECIFICATIONS

Body fluid (urine testing, substance abuse detection) indicated below:

Estimated annual quantity: 200 - 500

Quantities shown are estimates. By giving these quantities as estimates, Fulton County does not obligate itself to purchase any quantity whatsoever. Vendor agrees to sell to the County at the unit price quoted regardless of actual quantity ordered.

5. PRICING SHEETS

<i>Item Description</i>	<i>Total price (\$)</i>
1. With the services of a medical review officer	\$
2. Without the services of a medical review officer	\$

6. SPECIAL CONDITIONS/INSTRUCTIONS

Minimum Requirements

The actual sample collection will be performed at a County site by a Fulton County department employee which will be referred to as a Testing Officer and who has been properly instructed and trained by the successful quoter in sample collection procedures.

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The successful quoter will be required to provide shipment of the samples from the county site to the successful quoter’s testing site, utilizing the procedures outlined in the minimum requirements.

All quoters must insert “compliance, exception or the appropriate response” in each numbered space provided below. The following specifications have been sub divided into sections containing the requirements; however, since some of the requirements are interdependent, there will be some overlap in the sections.

The successful quoter must comply with the Federal Uniform Commercial Driver’s License Act, OCGA 40-5-140-ET.SEQ.

The successful quoter shall provide an online website to be accessed by the testing officer for test results, support and a database of tested subjects. All data will be entered by the vendor.

Transportation to laboratory:

The successful quoter shall arrange shipment of the collected specimens, from the county site to the drug testing laboratory, upon notification by the collection site supervisor. Pick-up times should be between the hours of 0600am thru 1900 hours.

The specimens shall be placed in containers which have been provided by vendor and are designed to minimize the possibility of damage during shipment, i.e., specimen boxes or padded mailers. These containers shall be securely sealed to eliminate the possibility of undetected tampering. The containers should be one use type.

The collection site supervisor shall enter the date the specimens were sealed in the containers for shipment, on the actual sealing tape, along with his/her signature and the current date.

The collection site personnel shall ensure that the chain of custody documentation is attached to each container sealed for shipment to the drug testing laboratory.

Laboratory Analysis Procedures Drug Testing

Laboratory must be SAMHSA Substance Abuse and Mental Health Services Administration) certified labs or HHS certified labs for drug abuse.

The standard initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution.

The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these drugs or classes of drugs:

INITIAL TEST LEVEL FOR
DRUG DETECTION (NG, NL)

1. AMPHETAMINES	1000	
-AMPHETAMINES	N/A	
METHAMPHETAMINES	N/A	
2. COCAINE METABOLITE(S)	300	
3. OPIATES/METABOLITE(S)	300	

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-MORPHINE	N/A	
-CODEINE	N/A	
4. MARIJUANA METABOLITE(S)	50	
5. PHENCYCLIDINE	25	
6. BARBITURATES	200	
-PHENOBARBITAL	N/A	
-BUTALBITAL	N/A	
-BUTABARBITAL	N/A	
-AMOBARBITAL	N/A	
-PENTOBARBITAL	N/A	
-SECOBARBITAL	N/A	
7. BENZODIAZEPHINES	300	
8. METHADONE	300	
9. METHAQUALONE	300	
10. PROPOXYPHENE	300	

NOTE: The above test levels are subject to changes as advances in technology or other considerations warrant identification of these substances at other concentrations.

STANDARD CONFIRMATORY TEST

All specimens identified as positive on the initial test shall be confirmed using Gas Chromatography/Mass Spectrometry (GC/MS) techniques at the cutoff values listed.

Concentrations which exceed the linear region of the standard curve shall be documented in the laboratory records as greater than highest standard curve value", cutoff values as follows:

CONFIRMATORY TEST LEVELS FOR DRUG DETECTION (NG/ML)

1. AMPHETAMINES	N/A	
-AMPHETAMINES	500	
METHAMPHETAMINES	500	
2. COCAINE METABOLITE(S)	150	
3. OPIATES/METABOLITE(S)	N/A	
-MORPHINE	300	
-CODEINE	300	
4. MARIJUANA METABOLITE(S)	15	
5. PHENCYCLIDINE	25	
6. BARBITURATES	N/A	
-PHENOBARBITAL	500 (200)	
-BUTALBITAL	200	
-BUTABARBITAL	200	
-AMOBARBITAL	200	
-PENTOBARBITAL	200	
-SECOBARBITAL	200	
7. BENZODIAZEPHINES	200	
8. METHADONE	200	
9. METHAQUALONE	200	
10. PROPOXYPHENE	200	

NOTE: These test levels are subject to changes as advances in technology or other considerations warrant identification of these substances at other concentrations.

Before any test result (initial tests, confirmatory tests or quality control data) is reported, it shall be reviewed and the test certified as an accurate report by an individual qualified to report results.

The report shall identify the drugs/metabolites tested for; whether positive or negative and the cutoff for each; the specimen number assigned by the collection site person; and the drug testing laboratory specimen identification number.

The results for all specimens submitted to the laboratory at the same time, whether positive or negative, shall be reported to the testing officer at the same time.

The laboratory shall report as negative, all specimens which are negative on the initial test or negative on the confirmatory test.

Only specimens confirmed positive shall be reported positive for a specific drug.

The testing officer may request from the laboratory, and the laboratory shall provide quantization of test results.

The laboratory must ensure the security of the data transmission, storage and retrieval system.

The laboratory shall send to the testing officer only, a certified copy of the original chain of custody form signed by the individual responsible for attesting to the validity of the test reports.

Retesting specimens:

Because some analysis deteriorate or are lost during freezing and/or storage, quantization for a retest is not subject to a specific cutoff requirement, but must provide data sufficient to confirm the presence of the drug of metabolite.

Expert testimony

The laboratory shall have qualified personnel available to testify in an administrative or disciplinary proceeding against a county employee when that proceeding is based on positive urinalysis reported by the laboratory.

The drug testing laboratory shall have a quality assurance program which encompasses all aspects of the testing process including, but not limited to, specimen acquisition, confirmatory testing and validation of analytical procedures.

Quality assurance procedures shall be designed, implemented and reviewed to monitor the conduct of each step of the process of testing for drugs.

Laboratory certification requirements:

The laboratory must be SAMHSA (Substance Abuse and Mental Health Services Administration) certified for drug testing. Quoter must submit with quote, a current letter of certification from SAMHSA, as well as the previous four (4) quarterly inspection reports.

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Laboratory must maintain SAMHSA certification and submit to the County, copies of each quarterly inspection report.

In the event the successful quoter sub-contracts any work prescribed under this quote to another firm, the sub-contractor will be subject to the same requirements as stated above. Quoter shall indicate below if a sub-contractor will be utilized in the performance of any work associated with this quote and the specific work that the subcontractor will perform. Vendor's use of a subcontractor for any type work not indicated in vendor's quote will result in cancellation of contract.

Collector will contact the successful quoter only to initiate courier services.

If yes, state name, address, telephone number and primary contact person.

Testing officer training

The quoter agrees to train a minimum of two (2) County employees, for each department utilizing this contract, in the proper procedures for administering the test, completing the paperwork and preparing samples for transport to the quoter's laboratory. Training must be provided at Headquarters, Fulton County Police Department, 5440 Fulton Industrial Boulevard, Atlanta, Georgia, 30336 or the Fulton County location as determined by the Chief of Police.

General Requirements

Delivery: Time of delivery may be an important factor in determining the successful quoter.

Quoter can provide delivery of test results within one (1) day upon receipt of specimen(s).

7. INSURANCE & RISK MANAGEMENT PROVISIONS

Successful quoter will be required to provide the insurance coverage specified below. Each quoter shall submit a letter of intent to provide the insurance coverage indicated below, along with quote. If awarded the contract, the successful quoter will be required to furnish certificate of insurance to the county within seven (7) days of notice of award and prior to the start of work.

Insurance must be written by a licensed Georgia agent in a company licensed to write insurance in the state of Georgia and acceptable to Fulton County.

Policies and/or certificates certifying policies are to contain an agreement that the policies will not be changed and/or cancelled without a ten (10) day prior notice to Fulton County, as evidenced by return receipts of registered or certified letters.

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**GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT
For Services or Labor to be Performed**

E-Verify Affidavit

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit.

E-Verify apply and is defined as the performance of labor or services where the labor or services is in excess of \$2,499.99.

The **E-Verify Affidavit** must be submitted with the quote submittal.

**STATE OF GEORGIA
COUNTY OF FULTON**

GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program²,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

1O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

2*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].