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PHYSICAL LOCATION
Montgomery County
Administrative Building, Annex III
101 S. Lawrence Street
Montgomery, AL 36104

PURCHASING DEPARTMENT
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

INVITATION TO BID

Drug Lab Services

Bid Date:	Bid Number:	Return Quotation By:
October 18, 2021	57202-22B-002	November 8, 2021 10:00 a.m. CST

Please submit a sealed price quotation on the items listed herein. (**Faxed bids will not be accepted.**) The submissions will be received at the Purchasing Department Office, 101 S. Lawrence Street until the date and time shown above, and publicly opened as soon thereafter as practicable. If unable to quote, write "NO BID" and return.

Complete specifications on items not fully described can be obtained on request. Brand names and catalog numbers are used to indicate levels of quality. If you are unable to furnish an item as specified and desire to furnish a substitute, give full description of the item. Final determination as to equal quality of substitution will be made by the Purchasing Agent.

The Montgomery County Commission reserves the right to award this bid on an all or none basis, to refuse all bids, and to waive technicalities.

Questions regarding this bid should be directed to Khristie Davis, Purchasing Manager, Purchasing Department, Montgomery County Administrative Building Annex III, 101 South Lawrence Street, Montgomery, Alabama, phone number (334) 832-1267.

Florence M. Cauthen
County Administrator and Purchasing Agent

GENERAL CONDITIONS AND INSTRUCTIONS

1. The bid number must appear on the outside of the bid envelope.
2. No oral, telephonic, facsimile, modifications or alternate bids will be considered. Bids from firms, individuals, or the same owners of separate companies submitting more than one bid will not be considered.
3. Late bids will not be opened. Unopened bids will be discarded ninety (90) days after bid is awarded.
4. Three (3) no responses to invitation to bid will be reason for deletion of bidder's name from the bid list. Once deleted from bid list, bidder's name may be returned to bid list with a written request from the bidder.
5. Bidders must submit an original and one (1) copy of its bid. The attached bid form must be completed in its entirety, signed by an authorized agent of the company, and submitted with the bid response. Bid forms that are not signed will be disqualified.
6. All pricing shall be F.O.B., Montgomery, Alabama. Deliveries shall be to the site and designated location of the ordering department listed on the purchase order. The bid price shall include all freight/delivery, fuel, surcharge, handling, packaging, services charges, paid by the vendor.
7. Bidders must attach to bid a copy of a current City of Montgomery business license and Montgomery County business license, if required by law, and shall be current on payment of all city and county sales taxes. If vendor is not required to have a City of Montgomery business license or Montgomery County business license, vendor must specify why license is not required.
8. Bidders having a place of business within the legal boundaries of Montgomery County shall be given a 5% preference over vendors located outside of the legal boundaries of Montgomery County. Separately, the Montgomery County Commission reserves the right to award the contract to a local responsible bidder if the bid is within 10% of a foreign entity's bid. A foreign entity is a business that does not have a place of business within the State of Alabama.
9. The contract period will be for three (3) years beginning the date of award. Prices shall remain firm for the duration of the contract.
10. Vendor must list specific known drugs of abuse and drug classes which are included in the price per drug assay fee quotation, indicating pack sizes available.

11. Vendor must quote a per test cost for drugs of abuse, inclusive of all typical used consumables (calibrators, controls, etc.) as well as pricing to include a cost per assay for validity testing (creatinine, pH, adulterants and specific gravity).
12. Montgomery County Commission may add other drugs assays, as needed during the contract period.
13. The successful bidder awarded the contract/ purchase order must provide documentation of its enrollment in the e-verify program.
14. Montgomery County Commission or the successful vendor reserves the right to cancel this contract with a sixty day (60) written notice at any time during the contract.
15. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the state of Alabama.
16. If a bidder desires to protest a bid, a formal written protest shall be submitted to the Administrator/Purchasing Agent within five (5) working days before the bid opening or proposal due date or within five (5) working days after award. The formal written protest may be hand delivered to the Administrator or Administrator's Office of the Montgomery County Commission and/or mailed to the Administrator/Purchasing Agent by registered certified mail. The bidder and/or his authorized agent or legal representative must sign the formal written protest, or it will not be accepted.

Failure to file the notice of protest within the time limit prescribed herein shall constitute a waiver of any protest to the bid and/or request for proposal process.

17. The formal written protest shall state with particularity the facts and law upon which the protest is based. Within 30 calendar days of receipt of the timely filed, formal written protest, the Administrator/Purchasing Agent shall issue a written decision with respect to the protest. Should the decision by the Administrator/Purchasing Agent be adverse to the bidder, the bidder may seek relief in accordance with the Code of Alabama 41-16-31.
18. The selected vendor agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of the successful vendor, death or damages to property and

without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. The successful vendor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. The successful vendor also agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

19. The selected vendor affirms that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama for the duration of the agreement. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
20. The Montgomery County Commission is committed to increase participation by Minority and Women-Owned Businesses (M/WBs) in the procurement process in Montgomery County; to insure equal opportunity for M/WBs to participate in the procurement process; to prohibit discrimination on the basis of race, color, religion, national origin, sex, age, disability, or veteran status in the procurement process; and to achieve a minimum of 30% participation by M/WBs in the procurement process in Montgomery County.
21. Montgomery County Commission may review bidder's qualifications and references as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the County may request.
22. Montgomery County Commission reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
23. While the bid award may be made to the lowest bidder meeting all specifications, Montgomery County Commission will not award the bid on the basis of the low bid only. Quality, conformity with specifications, terms of delivery, past service history, and experience are among factors that may be considered in determining the lowest responsible bidder.
24. Montgomery County Commission reserves the right to award the bid in any manner that is in the best interest of the County.

SPECIFICATIONS FOR DRUG TESTING EQUIPMENT, SERVICES AND SUPPLIES

Scope of Work

Montgomery County Commission hereafter referred to as (MCC) is accepting bids for the purpose of providing drug testing through a specialized laboratory of vendor's to be placed in the Montgomery County Community Corrections and Punishment Authority Office (MCCCP). This contract will include all necessary equipment and supplies for an onsite urinalysis substance use/abuse testing facility. All the equipment will remain the property of the vendor.

Specifications of Agreement

Montgomery County Commission is making a contract for one drug screening analyzer (urine sample assay testing) and all peripheral support equipment, software, and consumable materials as necessary for conducting drug screens.

Instrument of Specifications

Drug testing equipment is to be installed at Montgomery Correction and Punishment Authority located at 301 Adams Avenue, Montgomery, Alabama 36104. The bid to be provided shall be based on an annual estimated number of single (individual assay) tests performed which is estimated to be 30,000 tests per year.

The following items will be included:

1. Drug Testing Machine-DTM
2. One (1) Computer with Modem (Network Interface)
3. Data Management System with one (1) License
4. Color Code Randomization Module
5. Midas (Wintox or similar) Interface with Offsite Server Hosting for Automated Upload/Download to Administrative Office of Courts (A.O.C.)
6. Bar Code Printer
7. All Necessary On-site Training and/or Retaining of DTM Operator(s)

The drug testing software and any supporting software must have the ability to print individual reports, email reports and fax them directly from the computer system.

The drug testing system must use methods and output results that conform to federal and state guidelines and/or laws or industry practices as well as HIPPA Regulations should that become an issue in MCC's business practices.

Vendor will be responsible for delivery, installation and set-up of all required equipment; including cost.

Data Management System/Lab Management Software

The Data Management System/Lab Management Software included in the bid must fully interface with the bid analyzer and configurable to meet the needs of the laboratory. The laboratory reports needs will be designed to provide efficient viewing, reporting, printing, archiving, transmission and delivery of reports. All data generated during the course of the contract must be archived for retrieval.

Data Management/Lab Management Software must provide the following capabilities without supplemental software or system modifications:

- Electronic Reporting/Report Delivery via Local and Network Printers, Remote Workstations, and Email
- Remote Workstation Viewing and Printing
- Auto Batch Faxing
- Internet Reprinting/Remote Access to Reports
- Rapid Order Entry including Configurable Default Order Data, Standing Order Data, and Custom Order Data
- Client Information Screen
- Import/Export
- Query Report Writer
- Quantitative and Qualitative Results Delivery
- Bar Coding
- Chain of Custody
- Allow Off-Line Test Entry
- Unique Accession Number
- Auto Rerun of Positives
- Ability to Build Multiple Conditions to Add, Delete, or Re-run Assays and Profiles

Supplies

Bid must include supplies used in handling and testing of urine specimens using the bid analyzer; and all supplies used to prepare the analyzer for daily use.

Supplies to be bid include:

- Specimen Tubes/Stoppers Required to Test Specimen Volume on the Analyzer
- Barcode Labels
- Disposable Pipettes for Transferring Specimens from Cups to Testing Tubes
- Reagents/Calibrator/Control Cups Required to Load and Store Reagents/Calibrator /Controls Chemicals onto the Analyzer
- Any Consumable Dry Supplies Required for Analyzer Maintenance and Operation

Vendor will be responsible for all shipping cost for reagents and consumables required for the normal operation of the analyzer per manufacturer's instructions/specifications. Cost should be included in test price.

Chemical Calibrators, Controls, Reagents, Rinses and Buffers

Bid must include all reagents, calibrators, control and buffering or any other liquid agents required for the normal operation of the analyzer per manufacturer's instructions/specifications excluding distilled water.

Training

Training refers to the instruction on the proper operation of all laboratory equipment and software provided for data management. Vendor shall provide comprehensive training for a minimum of one staff member designated by the MCCCCP at a location to be determined by the vendor and at the expense of the vendor (should travel, per diem and overnight accommodation be required) with said expenses included in the per drug screen fee quote. MCCCCP shall make reasonable accommodations to allow the designated staff member access to this training with sufficient notice (ten (10) business days or greater).

Vendor shall also provide training for any other designated MCCCCP employees within ninety (90) days of the installation of the analyzers on-site. Training shall include the proper operation of laboratory equipment and software provided for data management. Periodic on-site training and/or retraining shall be provided on an as needed basis with MCCCCP providing vendor a minimum of ten (10) working days' notice.

Vendor shall provide a checklist or other documentation to the MCCC Executive Director verifying that all requisites for training and competency in operating the lab equipment have been satisfactorily met for each staff member trained.

Written On-Site Instructions and Trouble Shooting

Vendor shall provide and shall periodically update as necessary a written general lab equipment operating manual on-site and/or accessible via an internet download. A general troubleshooting guide covering the most frequent/common operating interruptions and continuum of remedies/corrections shall be included and direct access to trained technicians shall be provided by the vendor via telephone on weekdays during 8:00am-5:00pm CST.

Schedule of Periodic Maintenance and Quality Control

Vendor shall be responsible for all preventative maintenance and quality control procedures to assure that the lab equipment remains accurate and reliable at all times. Upon delivery of the lab equipment, Vendor shall provide the MCCCCP Executive Director and senior lab operator with a statement indicating the frequency and down-time required for all regularly scheduled preventative maintenance procedures. The vendor shall be responsible for scheduling and performing this maintenance during regular office hours (Mon-Fri, 7:00am – 5:00pm) and shall provide a

minimum of 72 hours' notice before performing said maintenance unless the maintenance is immediately required to assure the safe and/or accurate operation of the equipment.

Repair and Maintenance

The drug testing system must be restored to normal operations, via repair or exchange within 24 hours after the initial call for service is placed with the exception of weekends and federal holidays. Vendor will arrange through the manufacture of equipment emergency maintenance services to keep testing down-time to a minimum. Extended down-time of more than two full working days (7:00 am until 5:00 pm, Monday-Friday) in any given month shall constitute cause to terminate the contract unless the MCC and vendor agree to mitigate the per drug screen fee as compensation for extended down-time.

Warranty

The equipment and software remain the property of the vendor and therefore the warranty, maintenance and repairs are provided on the equipment by the vendor throughout the term of this contract.

Warranty and Limitations of Liability-Vendor warrants the equipment and consumables are free from defects in material workmanship and conform to the labeling claims which accompany them.

Pricing

Pricing shall be based on a non-capital outlay for MCC. Prices should be a per drug screen fee which includes use of all equipment, all vendor provided consumable materials (reagents, controls, calibrators, pipettes, proprietary disposable materials) software, maintenance/service and management of laboratory.

A separate price per test shall be provided for each known drug of abuse as noted in this Invitation to Bid.

Pricing shall include a cost per assay for validity testing (creatinine, pH, oxidants/adulterants and specific gravity).

The analyzer will have the ability to perform validity testing for the following drug assays:

Drug Assay	Cost per Assay/ Validity Testing	Quantity Per Pack
Alcohol (ETOH)	\$_____ Per Individual Assay	_____
Alcohol (ETG)	\$_____ Per Individual Assay	_____
Amphetamines	\$_____ Per Individual Assay	_____
Barbiturates	\$_____ Per Individual Assay	_____
Benzodiazepines	\$_____ Per Individual Assay	_____
Buprenorphine	\$_____ Per Individual Assay	_____
Cannabinoids	\$_____ Per Individual Assay	_____
Cocaine	\$_____ Per Individual Assay	_____
Creatinine	\$_____ Per Individual Assay	_____
Ecstasy	\$_____ Per Individual Assay	_____
Fentanyl	\$_____ Per Individual Assay	_____
Kratom	\$_____ Per Individual Assay	_____
Oxidants/Adulterants	\$_____ Per Individual Assay	_____

Methamphetamine	\$_____ Per Individual Assay	_____
Methadone	\$_____ Per Individual Assay	_____
Morphine	\$_____ Per Individual Assay	_____
Opiates	\$_____ Per Individual Assay	_____
Oxycodone	\$_____ Per Individual Assay	_____
Phencyclidine	\$_____ Per Individual Assay	_____
pH	\$_____ Per Individual Assay	_____
Specific Gravity	\$_____ Per Individual Assay	_____
Spice (Synthetic THC)	\$_____ Per Individual Assay	_____
Tramadol	\$_____ Per Individual Assay	_____

Total cost for assay and validity testing \$_____

Please complete this form and return it with your bid proposal. Should you choose not to bid at this time, please complete this form and forward back to our office as soon as possible. It is necessary that you check all categories that apply to your company.

Vendor Name: _____

Address: _____

Email Address: _____

Phone Number: _____

Fax Number: _____

Is the Company Minority Owned: _____ Yes _____ No

Is the Company Owned By: _____ Female _____ Male _____ Both

Is the Company Incorporated: _____ Yes _____ No

Ethnicity of Ownership:

_____ African American

_____ American Indian

_____ Asian American

_____ Caucasian

_____ Disabled

_____ Hispanic

_____ Other (Please Specify) _____

Official Signature

Printed Name and Title

Date: _____

RESPONSE FORM TO BE ATTACHED TO BID

Company Name _____

Federal I.D. # _____

Mailing Address _____

Phone Number _____

Email Address _____

Quote F.O.B. _____

Terms of Payment _____

Delivery Date _____

Official Signature

Printed Name and Title