



DAVID MUHAMMAD
Chief Probation Officer

ALAMEDA COUNTY PROBATION DEPARTMENT

December 9, 2011

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

Dear Board Members:

SUBJECT: AWARD A CONTRACT TO REDWOOD TOXICOLOGY LABORATORY, INC. FOR DRUG TESTING KITS AND LABORATORY SERVICES, REQUEST FOR QUOTATION (RFQ) NO. 900935; AMOUNT: \$140,000

RECOMMENDATION:

Approve and authorize the Purchasing Agent to execute a contract, attached hereto, for Master Contract No. 900935, Procurement Contract No. 7146, with Redwood Toxicology Laboratory, Inc. (Chief Financial Officer, Barry Chapman; Santa Rosa, CA), to provide drug testing kits and laboratory services to the Alameda County Probation Department (Probation Department) at an estimated cost of \$140,000. The term of this contract shall be for three years beginning approximately January 25, 2012 and ending on January 24, 2015, and by mutual agreement allows for options to renew for up to two additional one-year terms.

DISCUSSION/SUMMARY:

The Alameda County Probation Department requires a fully integrated 5-6 panel saliva testing kit to perform routine court ordered drug testing of clients who were convicted of a drug offense. A clean drug test is condition of a client's probation and a positive result could result in a revocation. The Probation Department no longer uses urine drug testing cups, due to the disparity of the number of female Probation Officers and male clients. Female officers are not able to supervise male clients providing urine samples. The saliva testing format will allow female officers to administer the test.

SELECTION CRITERIA/PROCESS:

The Alameda County Probation Department (ACPD) has determined that it does not have the capacity or resources required to provide testing kits and laboratory services.

The Probation Department worked with GSA Purchasing to develop and issue a Request for Interest (RFI). The RFI was released May 11, 2011 to approximately 2,800 subscribers to GSA Goods and Services – Current Contract Opportunities mailing services via E-Gov, including certified small, local, and emerging businesses (SLEB). The RFI was posted on the GSA Current Contracting Opportunities website for approximately 23 days and resulted in 11 responses. Subsequently, a Request for Quotation (RFQ) was issued on June 3, 2011; posted on the website for 61 days; sent to the 11 responders and 2,806 subscribers to the E-Gov Goods and Services – Current Contract Opportunities mailing service. Two networking/bidder's conferences were held and were attended by four vendors. The RFQ was cancelled due to an error in the specifications and the project was rebid. A new RFQ was issued on September 20, 2011 to all the vendors that submitted a bid and 2,987 subscribers to the E-Gov goods and Services – Current Contract Opportunities mailing service. Two additional networking/bidder's conferences were held with no attendees.

On October 26, 2011, five responses to the RFQ were received. One of the vendors, Syntron Bioresearch, Inc., Carlsbad, CA, did not name a SLEB subcontractor and was disqualified. The other four bidders met all the requirements of the RFQ. Two out of the four bidders, National Safety Compliance, Inc., and Accurate C&S Services, Inc. are certified SLEB businesses; Redwood Toxicology Labs, Inc. was the lowest qualified bidder and received favorable references. Redwood Toxicology Labs, Inc. will subcontract 20% of the contract to Accu-Logistics LLC, in attachment, for shredding and certified destruction of obsolete product, distribution, and warehouse services.

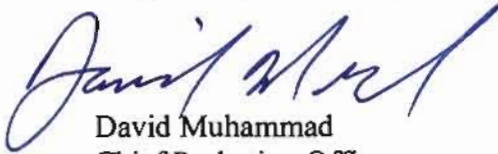
EVALUATION SUMMARY

Vendor	Location	Local	SLEB	Total Cost	Evaluation Cost
<i>Redwood Toxicology Labs, Inc.</i>	<i>Santa Rosa</i>	<i>N</i>	<i>N</i>	<i>\$135,537</i>	<i>\$135,537</i>
<i>Accurate C&S Services, Inc.</i>	<i>Oakland</i>	<i>Y</i>	<i>Y</i>	<i>\$249,091</i>	<i>\$224,182</i>
<i>Confirm Biosciences</i>	<i>San Diego</i>	<i>N</i>	<i>N</i>	<i>\$249,385</i>	<i>\$249,385</i>
<i>National Safety Compliance, Inc.</i>	<i>San Leandro</i>	<i>Y</i>	<i>Y</i>	<i>\$294,962</i>	<i>\$265,466</i>


FUNDING:

Appropriations for this contract are included in the Probation Department FY 2011-12 Approved Budget. No additional appropriations are necessary and there will be no increase in net County cost.

Respectfully submitted,



David Muhammad
Chief Probation Officer



Aki K. Nakao
Director, General Services Agency

i:\Board Letters\Purchasing\FY2011-12\BL Drug Testing (jcnm3uwjg) sd122911

Attachment

cc: Susan S. Muranishi, County Administrator
Patrick J. O'Connell, Auditor-Controller
Donna R. Ziegler, County Counsel

DRUG TESTING KITS AND LABORATORY SERVICES
 REQUEST FOR QUOTATION (RFQ) NO. 900935
 January 11, 2012 – January 10, 2015

<i>Vendor</i>	<i>Location</i>	<i>Estimated Dollar Value of Contract Award</i>	<i>Local Participation</i>		<i>SLEB Participation</i>	
			<i>Percentage</i>	<i>Dollar Amount</i>	<i>Percentage</i>	<i>Dollar Amount</i>
<i>Redwood Toxicology Laboratory, Inc.</i>	<i>3650 Westwind Boulevard Santa Rosa, CA 95403</i>	<i>\$140,000</i>	<i>20%</i>	<i>\$28,000</i>	<i>20%</i>	<i>\$28,000</i>

<u><i>Certified SLEB Subcontractor Breakdown:</i></u>			
<i>Accu-Logistics LLC Emerging David Cohen, Principal Certification # 10-00037 Certified through: 1/31/2015</i>	<i>2031 Burroughs Avenue San Leandro, CA 94577</i>	<i>20%</i>	<i>\$28,000</i>

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of _____, is by and between the County of Alameda, hereinafter referred to as the "County", and Redwood Toxicology Labs, Inc., hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain drug testing kits and laboratory services which are more fully described in Exhibit A hereto ("Drug Testing Kits and Laboratory Services"); and

Now, therefore it is agreed that County does hereby retain Contractor to provide drug testing kits and laboratory services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit A-1 Specific Requirements
- Exhibit A-2 Description of Testing Supplies
- Exhibit A-3 Description of Laboratory Services
- Exhibit B Payment Terms
- Exhibit B-1 Additional Device Configurations/Tests/Services Pricing
- Exhibit B-2 Additional Pricing Schedule
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit E Contract Compliance Reporting Requirements

The term of this Agreement shall be from January 25, 2012 through January 24, 2015.

The compensation payable to Contractor hereunder shall not exceed One Hundred Forty Thousand dollars (\$140,000) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

REDWOOD TOXICOLOGY
LABORATORY, INC.

By: _____
Signature

By:  _____
Signature

Name: John Glann
(Printed)

Name: Barry C. Chapman
(Printed)

Title: Purchasing Agent

Title: Chief Financial Officer

Date: _____

Date: December 16, 2011

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of

Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

6. CONFORMITY WITH LAW AND SAFETY:

- a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
 9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
 10. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
 11. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days

after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
400 Broadway
Oakland, CA 94612
Attn: Virgilio Lacap

To Contractor: REDWOOD TOXICOLOGY LABORATORY, INC.
3650 Westwind Blvd.
Santa Rosa, CA 95403
Attn: Sonja McIntosh
Sales Operations Manager

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. USE OF COUNTY PROPERTY: Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex,

sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

- a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. DRUG-FREE WORKPLACE: Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement

17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** **Either Party** has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to **the other party 30 days prior written notice**. In the event that

County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Drug Testing Kits and Laboratory Services shall not exceed \$140,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:

Contractor shall subcontract with Accu-Logistics LLC (2031 Burroughs Avenue, San Leandro; Principal, David Cohen) for services to be provided under this Agreement in an amount equal to twenty percent (20%) of the contract value of this Agreement in accordance with County's Small and Emerging Local Business provision, which includes but is not limited to:

- a. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- b. As is applicable, Contractor shall ensure that the certification status of participating SLEB subcontractors is maintained in compliance with the SLEB Program for the term of this contract.
- c. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).
- d. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System. Contractor and Contractor's small and/or emerging local businesses participating as subcontractors on the awarded contract are required to use the Elation web-based compliance system as described in Exhibit E (Contract Compliance Reporting Requirements) to report and validate payments made by Prime Contractors to the certified small and/or emerging local businesses. It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Elation compliance system. SLEB prime contractor with SLEB subcontractors must enter payments

made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

County will be under no obligation to pay contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any

reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software (“Contractor Products”) provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **EXTENSION:** This agreement may be extended for two additional one year terms by mutual agreement of the County and the Contractor

36. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

**EXHIBIT A
DEFINITION OF SERVICES**

1. Contractor shall provide Drug Testing Kits and Laboratory Services in accordance with the "Specific Requirements" section within County's Request for Quotation No. 900935 (RFP) and the "Description of Testing Supplies" and "Description of Laboratory Services" sections of Contractor's Quotation dated October 26, 2011. Said sections are incorporated herein by reference and attached hereto as Exhibit A-1, A-2, and A-3.
 - a. In the event of any conflict (direct or indirect) among any of the above-referenced exhibits, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that the scope of work described in the RFQ sections and the scope of work described in Contractor's proposal shall both be performed to the greatest extent feasible.

2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

COMPANY	NAME	TITLE	ADDRESS	PHONE #	EMAIL
Redwood Toxicology Labs, Inc.	Gina Mazzocco	Bid Analyst	3650 Westwind Blvd., Santa Rosa, CA 95403	800-255-2159 x4304	gmazzocco@redwoodtoxicology.com
	Sonja McIntosh	Sales Operations Manager		800-255-2159 x4342	smcintosh@redwoodtoxicology.com
	John Stavrou	Regional Sales Manager		800-255-2159 x4402	jstavrou@redwoodtoxicology.com
	Pauline Schopplein	Regional Sales Support		800-255-2159 x4361	pschopplein@redwoodtoxicology.com
	Suzanne Bertolucci	Director of Sales		800-255-2159 x4369	sbertolucci@redwoodtoxicology.com
	Staci Hart	Regional Support Manager		800-255-2159 x4394	shart@redwoodtoxicology.com
	Virginia Cowdrey	Client Services Manager		800-255-2159 x4328	vcowdrey@redwoodtoxicology.com
Accu-Logistics LLC	Blake White	Principal	2031 Burroughs Ave., San Leandro, CA 94577	510-614-6300	bwhite@accu-logistics.com

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

EXHIBIT A-1 SPECIFIC REQUIREMENTS

1. Product Qualification Criteria: Both urinalysis on-site devices and oral fluid on-site devices will include, but are not limited to, the following:
 - a. Device will not require any mixing of reagents or pretreatments/special handling of samples.
 - b. Test results will be easy to read and interpret decisively, without any need for subjective interpretation.
 - c. Device will not require refrigeration.
 - d. Drug testing cups shall have a shelf life of at least twelve (12) months from the date of manufacture when stored at room temperature.
 - e. Contractor will provide all supplies (i.e. specimen cups, labels, requisition forms, tamper proof seals etc.) required to perform on-site drug testing.
 - f. Device will be immunoassay-based on the principle of competitive binding.
 - g. Device must use colloidal gold technology.
 - h. Device will include built-in procedural controls that confirm sufficient specimen volume, adequate membrane wicking, and correct procedural technique.
2. Urinalysis On-Site Devices Minimum Criteria:
 - a. Device will be an integrated all-in-one collection cup, test and transport system, thus eliminating exposure to and handling of urine samples. Cups shall be capable of detecting at minimum the following four (4) substances at or below the cut-off levels specified:
 - (1) Amphetamine/Methamphetamines (AMP/MAMP) 1,000 mg/mL
 - (2) Cocaine (COC) 300 mg/mL
 - (3) Tetrahydrocannabinol (THC) 50 mg/mL
 - (4) Opiates (OPI) 2,000 mg/mL

The cups shall also detect a minimum of 2 of the following substances at or below the cut-off levels specified:

 - (1) Barbiturates (BAR) 300 mg/mL

- (2) Benzodiazepines (BZO) 300 mg/mL
- (3) Ecstasy (MDMA) 1,000 ng/mL
- (4) Oxycodone (OXY) 100 mg/mL
- (5) Phencyclidine (PCP) 25 mg/mL

- b. Drug testing cups will be capable of producing test results within five (5) minutes.
- c. Test results must be highly accurate and reliable with performance data in the product insert demonstrating how the device compares to gas chromatography/mass spectrometry (GC/MS) test results.
- d. Device must allow for the collector to easily photocopy results.
- e. Cup device must have built-in temperature strip to indicate validity of specimen.
- f. Cup device must have built-in adulteration strip that tests for, at minimum three of the following: specific gravity and pH level, glucose and creatinine. The County would also prefer it to test for oxidants and nitrites.

2. Oral Fluid On-Site Devices Minimum Criteria:

- a. Device will be an integrated all-in-one collection test and transport system. Drug combinations are to be as follows:
 - (1) COC/THC/OPI/MAMP/AMP
 - (2) COC/THC/OPI/MAMP/AMP/PCP
 - (3) COC/THC/OPI/MAMP/AMP/BZO
- b. Results from oral fluid device must be available in ten (10) minutes or less.
- c. Results must be stable for a minimum of one (1) hour.

3. Laboratory Specifications:

All laboratory services will include, but are not limited to the following:

- a. Collection and transport of positive urine and oral fluid samples from the Probation Department to the laboratory for verification testing.
 - (1) "Collection" shall mean the Probation Department will collect the specimen and package it for shipment using Contractor supplied (prepaid)

- specimen shipping container, pouches or boxes addressed to the testing laboratory.
- (2) Contractor will coordinate the transportation of the urine and/or oral fluid (specimen) to the laboratory and will provide the transportation via overnight delivery.
 - b. Toxicology analysis for drug abuse in human urine and/or human saliva.
 - c. Upon request, confirmation of test positive results and/or test negative results and a final report.
 - d. A password protected website where test results can be viewed and printed. Contractor will provide electronic access of the laboratory results to authorized County personnel with the use of unique passwords and usernames. The laboratory must be able to fax the results.
 - e. Privacy under the Health Information Portability and Accountability Act (HIPAA).
 - f. Training on all aspects of the service at no additional cost including, but not be limited to:
 - (1) Ordering procedures
 - (2) Specimen collection
 - (3) Packaging for shipment
 - (4) Specimen storage
 - (5) Online reporting
 - (6) Strict chain of custody procedures
 - (7) Training will either be in person or web-based
 - g. Twenty four (24) hour turnaround time (from receipt of specimen at laboratory) is required for initial screen results. Forty-eight (48) to seventy-two (72) hour turnaround time for results is required when specimens require confirmation. However, there may be extenuating circumstances when the laboratory will be required to run the specimen more than once. In those cases, the turnaround time may be extended beyond twenty four (24) hours.
 - h. Gas chromatography/mass spectrometry (GC/MS) and/or liquid chromatography/mass spectrometry (LC/MS/MS) is required for all laboratory confirmation.

- i. All necessary supplies without cost. This includes pre-paid overnight mailers, specimen labels, urine specimen bottles, chain of custody, and security seals.

4. Deliverables/Reports

Contractor will provide the Alameda County Probation Department (ACPD) with monthly reports regarding the tests conducted containing the following information:

- a. Total number of tests done
- b. Number of positive drug results
- c. Breakdown of types of positive results by substance detected (i.e. THC, cocaine, PCP, etc.)

ACPD reserves the right to modify or change the type of reporting requested and the frequency that the reports are required.

EXHIBIT A-2
DESCRIPTION OF TESTING EQUIPMENT

1. Contractor warrants that all products will be useable and accurate up to the expiration date printed on the packaging of the product.
2. Contractor will replace any device that malfunctions at no expense to the County as long as it is within the expiration date range.
3. Shipping for replacement parts and defective parts required to be returned will be paid for by the Contractor. All items shipped FOB Destination.
4. Contractor will provide all necessary supplies to perform urine drug testing, including, but not limited to:
 - a. All chain of custody supplies, including the chain of custody forms
 - b. Specimen collection containers/bottles
 - c. Specimen baggies with absorbent material
 - d. Chain of Custody forms/labels of various configurations
 - e. Security seals
 - f. Temperature strips (available upon request)
 - g. Pre-paid mailers
 - h. FedEx/UPS overnight service lab packs

5. Oral Fluid On-Site Devices

All of the oral fluid devices listed below will be portable testing devices that can be used anywhere, at any time, eliminating privacy concerns and same sex collector issues. They are lateral flow chromatographic immunoassay for the qualitative detection of multiple drugs and drug metabolites in oral fluid. All oral fluid devices are immunoassay based on the principle of competitive binding and utilize colloidal gold technology. The devices do not require any mixing of reagents and do not require refrigeration. The built-in procedural control line areas show red lines indicating that the test is valid, confirming sufficient specimen volume, adequate membrane wicking, and that correct procedural technique has been used.

The oral fluid devices will capture drug ingestion or other usage from as early as 5 minutes up to 72 hours after use, depending on the drug class.

- a. iScreen™ Oral Fluid Device (OFD)

- 1) The iScreen™ OFD matches the County's specifications for oral fluid device configurations #1 (COC/THC/OPI/MAMP/AMP) and #2 (COC/THC/OPI/MAMP/AMP/PCP).
- 2) Results may be read at 10 minutes and are stable up to one hour.
- 3) Cut-off levels for the iScreen™ OFD are as follows:

TEST	CALIBRATOR	CUT-OFF
Amphetamine (AMP)	d-Amphetamine	50 ng/mL
Methamphetamine (mAMP)	d-Methamphetamine	50 ng/mL
Cocaine (COC)	Benzoyllecgonine	20 ng/mL
Opiate (OPI)	Morphine	40 ng/mL
Marijuana (THC)	THC-COOH	12 ng/mL
Phencyclidine (PCP)	Phencyclidine	10 ng/mL

b. OrALert™ Oral Fluid Device

- 1) The OrALert™ Oral Fluid Drug Screen Device matches the County's specifications for oral fluid device drug configurations #2 (COC/THC/OPI/MAMP/AMP/PCP) and #3 (COC/THC/OPI/MAMP/AMP/BZO).
- 2) Results may be read at 9 minutes and are stable up to one hour.
- 3) Cut-off levels for the OrALert™ Oral Fluid Drug Screen Device are as follows:

TEST	CALIBRATOR	CUT-OFF
Amphetamine (AMP)	d-Amphetamine	50 ng/mL
Methamphetamine (mAMP)	d-Methamphetamine	50 ng/mL
Cocaine (COC)	Benzoyllecgonine	20 ng/mL
Opiate (OPI)	Morphine	40 ng/mL
Marijuana (THC)	THC-COOH	100 ng/mL
Phencyclidine (PCP)	Phencyclidine	10 ng/mL
Benzodiazepines (BZO)	Oxazepam	10 ng/mL

c. RediTest® On-Site Oral Fluid Device

- 1) The RediTest® On-Site Oral also matches the County's specifications for oral fluid device drug configuration #2 (COC/THC/OPI/MAMP/AMP/PCP).
- 2) Results may be read at 10 minutes and are stable up to one hour.
- 3) Cut-off levels for the RediTest On-Site Oral Device are as follows:

TEST	CALIBRATOR	CUT-OFF
Amphetamine (AMP)	d-Amphetamine	50 ng/mL
Methamphetamine (mAMP)	d-Methamphetamine	50 ng/mL
Cocaine (COC)	Benzoylcegonine	20 ng/mL
Opiate (OPI)	Morphine	40 ng/mL
Marijuana (THC)	THC-COOH	12 ng/mL
Phencyclidine (PCP)	Phencyclidine	11 g/mL

6. Urinalysis On-Site Devices

b. iCup® A.D. On-Site Urinalysis Device

- 1) The iCup® A.D. will be available in combinations of 6 drugs through 12 drugs.
- 2) The iCup® A.D. will be suitable for sending presumptive positive specimens to the lab for confirmation.
- 3) The self-contained cup alleviates adulteration and tampering concerns with its built-in validity test and temperature strip.
- 4) The iCup® A.D. is immunoassay based on the principle of competitive binding and utilizes colloidal gold technology.
- 5) The device does not require any mixing of reagents and does not require refrigeration.
- 6) Features of the iCup® A.D. include:
 - (a) An easy-to-interpret test/control window
 - (b) Temperature strips to verify urine substitution
 - (c) Cup design that permits the collector to easily photocopy results and donor ID.
- 7) The easy-to-use device minimizes collector exposure to urine and provides results in 5 minutes or less.
- 8) Results are stable for up to one hour.
- 9) Procedure for using the iCup® A.D.:
 - (a) The specimen must be voided into the cup by the donor.
 - (b) The collector will seal the device and peel off the label to read results.
 - (c) The built-in procedural control line areas show red lines indicating that the test is valid, confirming sufficient specimen volume,

adequate membrane wicking, and that correct procedural technique has been used.

- 10) Specimens may be sent back to Contractor for GC/MS confirmation directly in the cup without transfer of urine into another container.
- 11) Devices will be available in various configurations of drugs including:

- (a) Amphetamines (AMP),
- (b) Methamphetamines (MAMP),
- (c) Barbiturates (BAR),
- (d) Benzodiazepines (BZO),
- (e) Buprenorphine (BUP),
- (f) Cocaine (COC),
- (g) Ecstasy (MDMA),
- (h) Methadone (MTD),
- (i) Opiates (OPI),
- (j) Oxycodone (OXY),
- (k) Phencyclidine (PCP),
- (l) Propoxyphene (PPX),
- (m) Tri-Cyclic Antidepressants (TCA), and
- (n) Marijuana (THC)

- 12) Specimen validity combinations include Creatinine (CR), Glutaraldehyde (GL), Nitrites (NI), Oxidants (OX), pH, and Specific Gravity (SG).
- 13) Cut-off levels for the iCup® A.D. on-site urinalysis device are as follows:

DRUG NAME	TARGET DRUG	CUT-OFF LEVEL
Amphetamine (AMP 1000)	D-Amphetamine	1000 ng/mL
Amphetamine (AMP 300)	D-Methamphetamine	300 ng/mL
Barbiturates (BAR)	Secobarbital	300 ng/mL
Benzodiazepines (BZO)	Oxazepam	300 ng/mL
Buprenorphine (BUP)	Buprenorphine	10 ng/mL
Cocaine (COC 300)	Benzoyllecgonine	300 ng/mL
Cocaine (COC 150)	Benzoyllecgonine	150 ng/mL
Marijuana (THC)	11-nor-A9-THC-9 COOH	50 ng/mL
Methadone (MTD)	Methadone	300 ng/mL
Methamphetamine (M-AMP 1000)	D-Methamphetamine	1000 ng/mL
Methamphetamine (M-AMP 500)	D-Methamphetamine	500 ng/mL
Methylenedioxymethamphetamine (MDMA)	D,L Methylenedioxymethamphetamine	500 ng/mL
Opiates (OPI 2000)	Morphine	2000 ng/mL

DRUG NAME	TARGET DRUG	CUT-OFF LEVEL
Opiates (OPI 300)	Morphine	300 ng/mL
Oxycodone (OXY)	Oxycodone	100 ng/mL
Phencyclidine (PCP)	Phencyclidine	25 ng/mL
Propoxyphene (PPX)	Propoxyphene	300 ng/mL
Tricyclic Anti-depressants (TCA)	Nortriptyline	1000 ng/mL

EXHIBIT A-3
DESCRIPTION OF LABORATORY SERVICES

1. Contractor will arrange for specimen pickup. Contractor will provide the County with all necessary collection supplies, including FedEx prepaid overnight service lab packs.
2. Contractor will provide specimen pick up through FedEx or UPS with overnight service delivery to the lab in Santa Rosa, California. Contractor's in-house FedEx or UPS Specialists will work directly with County agencies to determine the best dates and times for pickup of specimens for shipment to Contractor.
3. Contractor will screen lab urinalysis specimens by Enzyme Immunoassay (EIA).
4. Contractor will go through a standard secondary confirmation for positive urinalysis screens, including thin layer chromatography (TLC) or radioimmunoassay (RIA), depending on drug class. The labs will test for creatinine to detect possible dilution.
5. Contractor will screen oral fluid specimens by Enzyme-Linked Immunosorbent Assay (ELISA).
6. Contractor will confirm all presumptive positives from on-site devices.
7. Gas chromatography (GC/MS) or liquid chromatography/mass spectrometry/mass spectrometry (LC/MS/MS) confirmations will be available upon request for an additional fee, as stated in Exhibit B – Payment Terms. A final report of the laboratory services will be provided upon request.
8. Webtoxicology.
 - a. Contractor's results reporting system will be an automated system built and maintained by Contractor's Information Services (IS) department.
 - b. Internet reporting will be available through Contractor's proprietary and secure web-based internet reporting website: www.webtoxicology.com.
 - c. Internet access will be arranged at time of account set-up or at any time during the life of the contract.
 - d. Training and website demonstrations will be arranged upon account set up and are available at any time during the lifetime of the account.
 - e. **AUTOMATED INFORMATION SYSTEMS AND RESULTS REPORTING OVERVIEW**

- 1) Toxicology results will be reported to authorized personnel only. Results reporting options include:
 - (a) Results available securely over the internet at <http://www.webtoxicology.com>
 - (b) Results communicated by fax (for agencies that do not require HIPAA compliance)
 - (c) Daily summary of multiple specimen results on one page
- 2) Hard copies of results reports are sent by mail upon request.
- 3) Webtoxicology.com site will include the following standard features for information tracking and client monitoring:
 - (a) Print management enhancements
 - (b) Tracking of printed and unprinted results
 - (c) Web e-mail like interface; new results are shown in bold
 - (d) User management control
 - (e) Create new users / modify, activate and inactivate existing users
 - (f) Change password
 - (g) Automatic password retrieval
 - (h) Robust specimen search feature
 - (i) Search by requisition number, accession, collector, identification, agency, collection date range, report date range, overall result (positive, negative, dilute)
 - (j) Multiple reporting options
 - (k) Additional report parameters
 - (l) Export reports to Adobe Acrobat (PDF) and Microsoft Excel formats
 - (m) Collections will be performed on a single screen, using Contractor's one-part chain of custody form.
 - (n) All donor information will be entered into, saved and stored in the website, needing to be entered into the system only once.
 - (o) The information input will be automatically transferred into Contractor's laboratory information system, eliminating both errors caused by hand-written labels and laboratory data entry errors.
 - (p) County will be able to track specimens every step of the way - from collection through reporting - in real time, 24/7 including scheduled for testing, collected, shipped, received by lab, and reported.
 - (q) Donors will be organized into specific groups and the donors can be scheduled for testing utilizing a month calendar. The County

can view groups each day, the collection roster for the current date, and no-show lists.

- (r) Contractor's website will be able to provide a listing of a donor's test results, pending specimens, drug statistics, no shows, etc...
- (s) Contractor's website will capture all the following information on each donor and store it electronically:
 - Name (First, M.I., Last)
 - Birth Date
 - Sex
 - Intake Date
 - Counselor/Probation Officer Location/Agency Default Test/Panel Donor Group Status (Active/Inactive) Special Instructions
 - Unique Identifier (e.g. SSN, Employee ID)

9. Training:

- a. Contractor's certified trainer will contact facilities to provide scheduled training, either in person or web-based format depending on preference of the County.
- b. Each training session will include information on specimen collection, chain of custody procedures, packaging and specimen shipment to the lab, ordering procedures, and reporting methods.
- c. A question and answer session will follow every presentation.
- d. Training supplies will be provided to training attendees with sample bottles, labels, and literature.
- e. Certificates of Training Completion will be sent to all attendees within ten business days of the training session.

10. The laboratory will report all negative results within twenty-four (24) hours after receipt of the specimen in the laboratory. If confirmation by GC/MS is requested, an additional twenty-four (24) to forty-eight (48) hours is necessary.

11. Contractor's laboratory will provide GC/MS or LC/MS/MS confirmation on all positive screens or only those specimens that the County requests to be confirmed.

12. Benzodiazepines and oxycodone will be confirmed by LC/MS/MS.

13. Contractor will provide a monthly summary and final report for the Probation Department.

14. Contractor will provide the County with these reports via mail, however, the website can be used.

**EXHIBIT B
 PAYMENT TERMS**

- Invoices will be approved by the County Probation Department by Virgilio Lacap at 400 Broadway, Oakland, CA 94612; Phone #: 510-268-2010; Fax #: 510-251-2054; Email: vlacap@acgov.org

DESCRIPTION	UOM	BRAND/PART #	YEAR 1 UNIT COST	YEAR 2 UNIT COST	YEAR 3 UNIT COST
Saliva Test Kits Option #1 (COC/THC/OPI/MAMP/AMP)	EACH	iScreen OFD (011022024)	\$3.90	\$3.90	\$3.90
Saliva Test Kits Option #2 (COC/THC/OPI/MAMP/AMP/PCP)	EACH	iScreen OFD (011022025) or OrALert (011021960) or RediTest (011020127)	\$3.90	\$3.90	\$3.90
Saliva Test Kits Option #3 (COC/THC/OPI/MAMP/AMP/BZO)	EACH	iScreen OFD (011022083)	\$3.90	\$3.90	\$3.90
Urine Testing Cups	EACH	6-Drug iCup (P/N varies)	\$2.08	\$2.08	\$2.08
Laboratory Confirmation	EACH	GC/MS	\$10.50	\$10.50	\$10.50

- Total payment under the terms of this Agreement will not exceed the total amount of \$140,000. This cost includes all other charges.

EXHIBIT B-1
ADDITIONAL DEVICE CONFIGURATIONS/TESTS/SERVICES PRICING

	DESCRIPTION	BRAND/ PART #	DRUG	CUTOFF LEVELS	YEAR 1 UNIT COST	YEAR 2 UNIT COST	YEAR 3 UNIT COST
Option #1	6 drug iCup AD w/adulteration (OX,SG,PH)	iCUP AD 01 102 2022	Ecstasy		\$2.08	\$2.08	\$2.08
			Cocaine	300			
			Opiates	2000			
			Tetrahydrocannabinol	50			
			Amphetamine	1000			
			Oxycodine				
			Phencyclidine				
			Benzodiazepines	300			
			Barbiturates				
			Methamphetamines	1000			
Option #2	6 drug iCup AD w/adulteration (OX,SG,PH)	iCUP AD 01 102 2023	Ecstasy		\$2.08	\$2.08	\$2.08
			Cocaine	300			
			Opiates	2000			
			Tetrahydrocannabinol	50			
			Amphetamine	1000			
			Oxycodine				
			Phencyclidine	25			
			Benzodiazepines				
			Barbiturates				
			Methamphetamines	1000			
Option #3	6 drug iCup AD w/adulteration (OX,SG,PH)	iCUP AD 01 102 2023	Ecstasy		\$2.08	\$2.08	\$2.08
			Cocaine	300			
			Opiates	2000			
			Tetrahydrocannabinol	50			
			Amphetamine	1000			
			Oxycodine				
			Phencyclidine	25			
			Benzodiazepines				
			Barbiturates				
			Methamphetamines	1000			

	DESCRIPTION	BRAND/ PART #	DRUG	CUTOFF LEVELS	YEAR 1 UNIT COST	YEAR 2 UNIT COST	YEAR 3 UNIT COST
Option #4	8 drug iCup AD w/adulteration (OX,SG,PH)	iCUP AD 01 102 2038	Ecstasy		\$2.88	\$2.88	\$2.88
			Cocaine	300			
			Opiates	2000			
			Tetrahydrocannabinol	50			
			Amphetamine	1000			
			Oxycodine				
			Phencyclidine	25			
			Benzodiazepines	300			
			Barbiturates	300			
			Methamphetamines	1000			
Option #5	8 drug iCup AD w/adulteration (OX,CR,PH)	iCUP AD 01 102 2069	Ecstasy		\$2.88	\$2.88	\$2.88
			Cocaine	300			
			Opiates	300			
			Tetrahydrocannabinol	50			
			Amphetamine	1000			
			Oxycodine	100			
			Phencyclidine	25			
			Benzodiazepines	300			
			Barbiturates				
			Methamphetamines	1000			
Option #6	9 drug iCup AD w/Methadone (300) and w/adulteration (OX,SG,PH)	iCUP AD 01 102 2039	Ecstasy		\$3.11	\$3.11	\$3.11
			Cocaine	300			
			Opiates	2000			
			Tetrahydrocannabinol	50			
			Amphetamine	1000			
			Oxycodine				
			Phencyclidine	25			
			Benzodiazepines	300			
			Barbiturates	300			
			Methamphetamines	1000			
Option #7	10 drug iCup AD w/Methadone (300), Propoxyphene (300) and w/adulteration (OX,SG,PH)	iCUP AD 01 102 2074	Ecstasy		\$3.20	\$3.20	\$3.20
			Cocaine	300			
			Opiates	2000			
			Tetrahydrocannabinol	50			
			Amphetamine	1000			
			Oxycodine	100			
			Phencyclidine				
			Benzodiazepines	300			
			Barbiturates	300			
			Methamphetamines	1000			

	DESCRIPTION	BRAND/ PART #	DRUG	CUTOFF LEVELS	YEAR 1 UNIT COST	YEAR 2 UNIT COST	YEAR 3 UNIT COST
Option #8	10 drug iCup AD w/ Methadone (300) and Tricyclic Antidepressants (1000) w/ adulteration (OX.SG.PH.NI, GL,CR)	iCUP AD 01 102 2129	Ecstasy		\$3.20	\$3.20	\$3.20
			Cocaine	300			
			Opiates	2000			
			Tetrahydrocannabinol	50			
			Amphetamine	1000			
			Oxycodine				
			Phencyclidine	25			
			Benzodiazepines	300			
			Barbiturates	300			
			Methamphetamines	1000			
Option #9	12 drug iCup AD w/ Methadone (300), Propoxyphene (300), Tricyclic Antidepressants (1000) and w/adulteration (OX,SG,PH)	iCUP AD 01 102 2039	Ecstasy		\$4.50	\$4.50	\$4.50
			Cocaine	300			
			Opiates	2000			
			Tetrahydrocannabinol	50			
			Amphetamine	1000			
			Oxycodine	100			
			Phencyclidine	25			
			Benzodiazepines	300			
			Barbiturates	300			
			Methamphetamines	1000			

**EXHIBIT B-2
 ADDITIONAL PRICING SCHEDULE**

Contractor agrees to give an additional discount off of the *Device and Laboratory Catalog* pricing through the Contract term per the below.

**Section I: Laboratory Drug & Alcohol Testing Services
 Urine Lab Tests**

TEST CODE	DRUG(S)	DESCRIPTION	DISCOUNT OFF CATALOG LIST
Varies	1	One Drug Standard Lab Panel (price per drug when added to a lab panel - *Pricing valid when an additional drug is requested in addition to a standard Lab Panel. This does not include GC/MS confirmation.	28.57%
Varies	2	Two Drug Standard Lab Panel	60.71%
Varies	3	Three Drug Standard Lab Panel	71.43%
Varies	4	Four Drug Standard Lab Panel	75.93%
Varies	5	Five Drug Standard Lab Panel	76.67%
Varies	6	Six Drug Standard Lab Panel	33.33%
Varies	7	Seven Drug Standard Lab Panel	39.29%
Varies	8	Eight Drug Standard Lab Panel	55.00%
Varies	9	Nine Drug Standard Lab Panel	
Varies	10	Ten Drug Standard Lab Panel	75.00%
H58	11	Eleven Drug Standard Lab Panel with Oxycodone / Alcohol / Amphetamines / Barbiturates / Benzodiazepines / Cocaine / Methadone / Opiates / Oxycodone / PCP / Propoxyphene / THC	50.00%
H59	11	Eleven Drug Standard Lab Panel with Oxycodone Alcohol / Amphetamines / Barbiturates / Benzodiazepines / Cocaine / Methadone / Methadone metabolite/ Opiates / Oxycodone / Propoxyphene / THC	40.00%
R34	1	THC Screen with Creatinine	65.63%
P17	1	Nurse's Panel	28.77%
5XX Code	1	GC/MS Confirmation - cost per drug	58.00%
240	1	Thin Layer Chromatography Confirmation - cost per drug	27.27%
271	1	SOMA	46.67%
243	1	Dextromethorphan (DXM)	27.27%
P69	1	Adulteration	81.82%
069	1	Creatinine Level	N/A
330	1	pH - Adulterant Check	85.71%
331	1	Specific Gravity - Adulterant Check	85.71%
473	1	NEW! Synthetic Marijuana (K2/Spice)	40.00%
647	1	Ethyl Glucuronide/Ethyl Sulfate (EIG/EIS) - screened and confirmed by LC/MS/MS	39.88%
098	1	Oxycodone (Screen Only) Note: The Standard Lab Test will pick up Oxycodone under the Opiates class.	0.00%
598	1	Oxycodone (GC/MS Confirmation)	58.00%
291	1	Buprenorphine (BUP) (Screen Only)	0.00%
592	1	Buprenorphine (BUP) (GC/MS Confirmation)	14.29%
545	1	Ecstasy (MDMA) Test (GC/MS Confirmation)	58.00%
502	1	PCP (GC/MS Confirmation)	58.00%
501	1	Ketamine (GC/MS Confirmed)	58.00%

TEST CODE	DRUG(S)	DESCRIPTION	DISCOUNT OFF CATALOG LIST
504	1	Fentanyl (GC/MS Confirmed)	18.18%
503	1	GHB (GC/MS Confirmed)	18.18%
163	1	LSD (RIA Confirmed)	78.57%
P40	Multi	Comprehensive Panel (GC/MS Confirmation for additional fee of \$20.00 per drug)	16.67%
273	1	Nicotine (TLC Confirmed)	38.64%
550	Multi	Steroid Testing	47.37%
P80	14	NEW! Designer Stimulants	27.27%
P81	2	NEW! Designer Stimulants - MDPV, Mephedrone	25.00%

Initial screening of RTL's standard laboratory tests is performed by enzyme immunoassay (EIA). Confirmation is performed by a secondary method, including; radio immunoassay (RIA), thin layer chromatography (TLC), gas chromatography (GC), gas chromatography/mass spectrometry (GC/MS), and/or liquid chromatography/tandem mass spectrometry (LC/MS/MS), depending on drug class. GC/MS confirmation on all positives is available upon request for an additional fee.

Section I: Laboratory Drug & Alcohol Testing Services
Oral Fluid Lab Tests

TEST CODE	DRUG(S)	DESCRIPTION	DISCOUNT OFF CATALOG LIST
2101001	N/A	RTL-Oral Collection Device	26.67%
Varies	1	RTL-Oral GC/MS Confirmation cost per drug	47.50%
9012	6	RTL-Oral Methadone 6 (Screen Only) AMP/MAMP(includes MDMA/Ecstasy)/COC/OPI/PCP/MTD	25.53%
9001	6	RTL-Oral Standard 6 Panel (GC/MS confirmed) AMP/MAMP (includes MDMA/Ecstasy)/COC/OPI/THC/PCP	27.27%
9018	6	RTL-Oral Standard 6 with BZO (GC/MS Confirmed) AMP/MAMP(includes MDMA/Ecstasy)/COC/OPI/THC/BZO	27.27%
9015	7	RTL-Oral Methadone 7 (Screen Only) AMP/MAMP(includes MDMA/Ecstasy)/COC/OPI/THC/MTD/BZO	22.22%
9016	7	RTL-Oral Methadone 7 (Screen Only) AMP/MAMP(includes MDMA/Ecstasy)/COC/OPI/MTD/BAR/BZO	19.54%
9020	8	NEW! RTL-Oral Standard 8 (GC/MS confirmed) AMP/MAMP (includes MDMA / Ecstasy)/ COC/OPI/THC/BZO/BAR	43.86%

Oral Fluid Lab Tests with Synthetic Cannabinoids

TEST CODE	DRUG(S)	DESCRIPTION	DISCOUNT OFF CATALOG LIST
F25	N/A	Synthetic Cannabinoids	45.45%
9211	7	RTL-Oral with Synthetic Cannabinoid (Screen Only) AMP/CANN/COC/M-AMP/OPI/PCP/THC	39.66%
9203	7	RTL-Oral with Synthetic Cannabinoid (GC/MS confirmed) AMP/CANN/COC/M-AMP/OPI/PCP/THC	33.33%
9218	7	RTL-Oral with Synthetic Cannabinoid (GC/MS confirmed) AMP/BZO/CANN/COC/M-AMP/OPI/THC	33.33%

TEST CODE	DRUG(S)	DESCRIPTION	DISCOUNT OFF CATALOG LIST
9215	8	RTL-Oral with Synthetic Cannabinoid (Screen Only) AMP/BZO/CANN/COC/M-AMP/MTD/OPI/THC	39.66%
9216	8	RTL-Oral with Synthetic Cannabinoid (Screen Only) AMP/BAR/BZO/CANN/COC/M-AMP/MTD/OPI	39.66%
9207	8	RTL-Oral with Synthetic Cannabinoid (GC/MS confirmed) AMP/BZO/CANN/COC/M-AMP/OPI/PCP/THC	33.33%
9217	8	RTL-Oral with Synthetic Cannabinoid (GC/MS confirmed) AMP/BZO/CANN/COC/M-AMP/OPI/MTD/THC	33.33%
9222	9	RTL-Oral with Synthetic Cannabinoid (Screen Only) AMP/BAR/BZO/CANN/COC/M-AMP/MTD/OPI/THC	44.00%
9220	9	RTL-Oral with Synthetic Cannabinoid (GC/MS confirmed) AMP/BAR/BZO/CANN/COC/M-AMP/MTD/OPI/THC	36.00%
9223	9	RTL-Oral with Synthetic Cannabinoid (GC/MS confirmed on all but MTD) AMP/BAR/BZO/CANN/COC/M-AMP/MTD/OPI/THC	36.00%

Collection & Shipping Supplies

RTL will provide all necessary urine specimen collection and shipping supplies at no additional cost. For urine testing, these supplies include:

- Urine specimen collection containers: Depending on the agency's needs, RTL can supply any of the following collection containers: 60mL or 90mL bottles with lids and built-in temperature strips.
- Specimen baggies with absorbent material
- Preprinted Chain of Custody forms/labels & security seals
- Pre-paid FedEx or UPS lab packs or pre-paid U.S. mailer boxes.

Lab Supply Shipping and Handling: Outbound lab supply orders will be shipped at no charge for ground service delivery. Expedited shipping of supplies will be charged on an 'at cost' basis. FOB Destination.

Specimen Shipment to RTL: Next day air service of inbound specimens sent to RTL for testing is provided at no charge when five (5) or more urine and/or oral fluids specimens are sent in each FedEx overnight shipment. Any combination of urine and/or oral fluids devices may be shipped together via FedEx overnight service. Less than five (5) specimens sent to the lab by next day air service will be assessed a seven dollar (\$7.00) charge per shipment.

Section II: On-Site Drug & Alcohol Screening Devices
PANEL-DIP SUBSTANCE ABUSE TEST DEVICE

PART NUMBER	DRUG(S)	CONFIGURATION	DISCOUNT OFF CATALOG LIST
01 102 0018	1	PANEL DIP 01 AMPHETAMINES 1000 (AMP 1000)	45.00%
01 102 0019	1	PANEL DIP 01 BARBITURATES 300 (BAR)	45.00%
01 102 0022	1	PANEL DIP 01 BENZODIAZEPINES 300 (BZO)	45.00%
01 102 0189	1	PANEL DIP 01 COCAINE 150 (COC 150)	58.75%
01 102 0001	1	PANEL DIP 01 COCAINE 300 (COC 300)	45.00%
01 102 0036	1	PANEL DIP 01 ECSTASY 500 (MDMA)	45.00%
01 102 0004	1	PANEL DIP 01 MARIJUANA 50 (THC)	45.00%
01 102 0020	1	PANEL DIP 01 METHADONE 300 (MTD)	45.00%
01 102 0190	1	PANEL DIP 01 METHAMPHETAMINES 500 (MAMP 500)	58.75%
01 102 0002	1	PANEL DIP 01 METHAMPHETAMINES 1000 (MAMP 1000)	45.00%
01 102 0003	1	PANEL DIP 01 OPIATES 300 (MOP 300)	45.00%
01 102 1977	1	PANEL DIP 01 OPIATES 2000 (OPI 2000)	96.56%
01 102 0037	1	PANEL DIP 01 OXYCODONE 100 (OXY)	45.00%
01 102 0021	1	PANEL DIP 01 PHENCYCLIDINE 20 (PCP)	45.00%
01 102 1971	1	PANEL DIP 01 PROPOXYPHENE 300 (PPX)	96.56%
01 102 0023	1	PANEL DIP 01 TRICYCLIC ANTIDEPRESSANTS 1000 (TCA)	45.00%
01 102 0173	1	PANEL DIP 01 BUPRENORPHINE 10 (BUP)	0.00%
01 102 2143	1	PANEL DIP 01 EDDP 300 (Methadone Metabolite)	44.44%
01 102 0005	2	PANEL DIP 02 COC300/MOP300	23.86%
01 102 0006	2	PANEL DIP 02 COC300/THC	23.86%
01 102 0007	2	PANEL DIP 02 COC300/MAMP1000	23.86%
01 102 0008	2	PANEL DIP 02 MAMP1000/THC	23.86%
01 102 0030	2	PANEL DIP 02 MAMP1000/MOP300	23.86%
01 102 0191	2	PANEL DIP 02 COC150/THC - NEW!	23.86%
01 102 0192	2	PANEL DIP 02 MAMP500/THC - NEW!	23.86%
01 102 0009	3	PANEL DIP 03 COC300/MAMP1000/THC	20.37%
01 102 0010	3	PANEL DIP 03 COC300/MOP300/THC	20.37%
01 102 0011	3	PANEL DIP 03 MAMP1000/MOP300/THC	20.37%
01 102 0014	3	PANEL DIP 03 COC300/MAMP1000/MOP300	20.37%
01 102 0193	3	PANEL DIP 03 COC150/MAMP500/THC - NEW!	20.37%
01 102 0194	3	PANEL DIP 03 COC150/MOP300/THC - NEW!	20.37%
01 102 0012	4	PANEL DIP 04 COC300/MAMP1000/MOP300/THC	29.38%
01 102 0032	4	PANEL DIP 04 AMP1000/COC300/MOP300/THC	29.38%
01 102 0195	4	PANEL DIP 04 COC150/MAMP500/MOP300/THC - NEW!	29.38%
01 102 0199	4	PANEL DIP 04 AMP1000/COC150/MOP300/THC - NEW!	29.38%
01 102 0013	5	PANEL DIP 05 COC300/MAMP1000/MOP300/PCP/THC	22.78%
01 102 0015	5	PANEL DIP 05 BZO/COC300/MAMP1000/MOP300/THC	22.78%
01 102 0033	5	PANEL DIP 05 AMP1000/COC300/MOP300/PCP/THC	22.78%
01 102 0034	5	PANEL DIP 05 AMP1000/COC300/MAMP1000/MOP300/THC	22.78%
01 102 0047	5	PANEL DIP 05 AMP1000/COC300/OPI2000/PCP/THC	22.78%
01 102 0201	5	PANEL DIP 05 AMP1000/COC150/MAMP500/MOP300/THC-NEW!	22.78%
01 102 0196	5	PANEL DIP 05 COC150/MAMP500/MOP300/PCP/THC- NEW!	22.78%

Section II: On-Site Drug & Alcohol Screening Devices
PANEL-DIP SUBSTANCE ABUSE TEST DEVICE (CONTINUED)

PART NUMBER	DRUG(S)	CONFIGURATION	DISCOUNT OFF CATALOG LIST
01 102 0197	5	PANEL DIP 05 BZO/COC150/MAMP500/MOP300/THC - NEW!	22.78%
01 102 0200	5	PANEL DIP 05 AMP1000/COC150/MOP300/PCP/THC - NEW!	22.78%
01 102 0016	6	PANEL DIP 06 BZO/COC300/MAMP1000/MOP300/PCP/THC	32.50%
01 102 0017	6	PANEL DIP 06 BZO/COC300/MAMP1000/MTD/MOP300/THC	32.50%
01 102 0024	6	PANEL DIP 06 BAR/BZO/COC300/MAMP1000/MOP300/THC	32.50%
01 102 0119	6	PANEL DIP 06 BZO/COC300/MAMP1000/MOP300/OXY/THC	32.50%
01 102 0174	6	PANEL DIP 06 AMP300/COC150/MAMP500/MDMA/MOP300/THC-NEW!	32.50%
01 102 0175	6	PANEL DIP 06 BZO/COC150/MAMP500/MDMA/MOP300/THC - NEW!	32.50%
01 102 0198	6	PANEL DIP 06 BZO/COC150/MAMP500/MOP300/MTD/THC - NEW!	32.50%
01 102 0202	6	PANEL DIP 06 BZO/COC150/MAMP500/MOP300/OXY/THC - NEW!	32.50%
01 102 0203	6	PANEL DIP 06 AMP1000/BZO/COC150/MAMP500/MOP300/THC-NEW!	32.50%
01 102 0035	7	PANEL DIP 07 AMP1000/BZO/COC150/MOP300/PCP/TCA/THC - NEW!	32.50%
01 102 0176	7	PANEL DIP 07 BZO/COC150/MAMP500/MDMA/MOP300/OXY/THC - NEW!	32.50%
01 102 0177	7	PANEL DIP 07 AMP1000/COC150/MAMP500/MDMA/MOP300/OXY/THC - NEW!	32.50%
01 102 0178	7	PANEL DIP 07 AMP1000/COC150/MAMP500/MDMA/MOP300/PCP/THC - NEW!	32.50%
01 102 0169	8	PANEL DIP 08 AMP1000/BZO/COC300/MAMP1000/MDMA/MOP300/THC	23.57%
01 102 0179	8	PANEL DIP 08 AMP1000/BZO/COC300/MAMP1000/MOP300/OXY/PCP/THC	23.57%
01 102 1989	8	PANEL DIP 08 AMP300/COC150/MAMP500/MDMA/MOP300/PCP/OXY/THC - NEW!	23.57%
01 102 1970	9	PANEL DIP 09 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/PCP/THC	75.00%
01 102 0180	9	PANEL DIP 09 AMP1000/BUP/BZO/COC300/MAMP1000/MOP300/OXY/PCP/THC	25.00%
01 102 0181	9	PANEL DIP 09 AMP300/BZO/COC150/MAMP500/MDMA/MOP300/OXY/PCP/THC - NEW!	25.00%
01 102 0025	10	PANEL DIP 10 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/MOP300/PCP/TCA/THC	23.56%
01 102 0138	10	PANEL DIP 10 COC300/BAR/BZO/MAMP1000/MDMA/MOP300/MTD/OXY/PCP/THC	23.56%
01 102 0182	10	PANEL DIP 10 AMP1000/BAR/BUP/BZO/COC300/MAMP1000/MOP300/MTD/OXY/THC	23.56%
01 102 0183	10	PANEL DIP 10 BAR/BZO/COC150/MAMP500/MDMA/MOP300/MTD/OXY/PCP/THC - NEW!	23.56%
01 102 1943	10	PANEL DIP 10 AMP1000/BAR/BZO/COC300/MAMP1000/OPI2000/PCP/TD/MDMA/THC	72.29%
01 102 0184	11	PANEL DIP 11 AMP1000/BAR/BUP/BZO/COC300/MAMP1000/MOP300/MTD/PCP/OXY/THC	24.05%
01 102 0185	11	PANEL DIP 11 MP1000/BAR/BUP/BZO/COC300/OPI2000/MAMP1000/MTD/OXY/PCP/THC	24.05%
01 102 0186	11	PANEL DIP 11 AMP1000/BAR/BUP/BZO/COC300/MAMP1000/MOP300/MTD/PPX/OXY/THC	24.05%
01 102 0187	11	PANEL DIP 11 MP300/BAR/BZO/COC150/MAMP500/MDMA/MOP300/MTD/OXY/PCP/THC NEW!	24.05%
01 102 0141	12	PANEL DIP 12 AMP1000/BAR/BZO/COC300/MAMP1000/MDMA/MOP300/MTD/OXY/PCP/PPXTHC	15.45%

Section II: On-Site Drug & Alcohol Screening Devices
PANEL-DIP SUBSTANCE ABUSE TEST DEVICE (CONTINUED)

PART NUMBER	DRUG(S)	CONFIGURATION	DISCOUNT OFF CATALOG LIST
01 102 0188	12	PANEL DIP 12 MP1000/BAR/BUP/BZO/COC300/MAMP1000/MDMA/ MOP300/ MTD/OXY/PCP/THC	15.45%
01 102 1957	12	PANEL DIP 12 AMP1000/BAR/BZO/COC300/MAMP1000/MDMA/ MOP300/MTD/ OXY/PCP/PPX/THC	61.25%

CASSETTE SUBSTANCE ABUSE TEST DEVICE (40 PER BOX)

PART NUMBER	DRUG(S)	CONFIGURATION	DISCOUNT OFF CATALOG LIST
01 102 1929	1	CASSETTE 01 BENZODIAZEPINES 300 (BZO)	58.75%
01 102 1914	1	CASSETTE 01 COCAINE 300 (COC)	58.75%
01 102 1930	1	CASSETTE 01 ECSTASY 500 (MDMA)	58.75%
01 102 1917	1	CASSETTE 01 METHADONE 300 (MTD)	58.75%
01 102 1916	1	CASSETTE 01 OPIATES 300 (MOP)	58.75%
01 102 1919	1	CASSETTE 01 PCP 25	58.75%
01 102 1911	1	CASSETTE 01 THC 50 - clia waived	58.75%
01 102 1920	2	CASSETTE 02 COC/THC - clia waived	58.13%
01 102 1921	3	CASSETTE 03 COC/MAMP/THC - clia waived	64.17%
01 102 1922	4	CASSETTE 04 COC/MAMP/OPI/THC - clia waived	64.69%
01 102 2042	5	CASSETTE 05 AMP/COC/MAMP/OPI/THC - clia waived	65.25%
01 102 1924	5	CASSETTE 05 AMP/COC/OPI/PCP/THC - clia waived	65.25%
01 102 1925	5	CASSETTE 05 COC/MAMP/OPI/PCP/THC - clia waived	65.25%
01 102 1926	6	CASSETTE 06 AMP/BZO/COC/MAMP/OPI/THC	66.25%
01 102 0166	6	CASSETTE 06 AMP/COC/MAMP/OPI/PCP/THC	42.14%
01 102 2057	8	CASSETTE 08 AMP/BAR/BZO/COC/MAMP/OPI/PCP/THC	77.71%
01 102 1979	10	CASSETTE 10 AMP/BAR/BZO/COC/MAMP/MDMA/MTD/OPI/PCP/THC	66.75%
01 102 2041	10	CASSETTE 10 AMP/BAR/BZO/COC/MAMP/MTD/OPI/OXY/PCP/THC	66.75%
01 102 1938	11	CASSETTE 11 AMP/BAR/BZO/COC/MDMA/MOP/OXY/PCP/PPX/TCA/THC - clia waived	35.42%

Section II: On-Site Drug & Alcohol Screening Devices
iCUP SUBSTANCE ABUSE TEST DEVICE - without adulteration

PART NUMBER	DRUG(S)	CONFIGURATION	DISCOUNT OFF CATALOG LIST
01 102 2020	10	iCup 10 COC/THC/OPI(2000)/AMP/MAMP/BZO/BAR/OXY/MDMA/ PPX	30.43%
01 102 2055	10	iCup 10 COC/THC/OPI(2000)/AMP/MAMP/PCP/BZO/BAR/MTD/TCA	30.43%
01 102 2028	13	iCup 13 COC/THC/OPI(2000)/AMP/MAMP/PCP/BZO/BAR/MTD/TCA/ OXY/PPX/ BUP	21.88%

iCUP A.D. SUBSTANCE ABUSE TEST DEVICE - with adulteration

PART NUMBER	DRUG(S)	CONFIGURATION	DISCOUNT OFF CATALOG LIST
01 102 2032	4	iCup A.D. 04 COC300/MAMP1000/OPI2000/THC w/adulteration (OX, SG, PH) - clia waived	29.69%
01 102 2033	4	iCup A.D. 04 AMP1000/COC150/MAMP500/THC w/adulteration (OX, CR, PH) - NEW!	29.69%
01 102 2021	5	iCup A.D. 5 AMP1000/COC300/MAMP1000/MOP300/THC w/adulteration (OX, SG, PH)	29.69%
01 102 2034	5	iCup A.D. 5 AMP1000/COC300/MAMP1000/OPI2000/THC w/adulteration (OX, SG, PH) - clia waived	29.69%
01 102 2035	5	iCup A.D. 5 AMP1000/COC300/OPI2000/PCP/THC w/adulteration (OX, SG, PH) - clia waived	29.69%
01 102 2036	5	iCup A.D. 5 COC300/MAMP1000/OPI2000/PCP/THC w/adulteration (OX, SG, PH) - clia waived	29.69%
01 102 2022	6	iCup A.D. 6 AMP1000/BZO/COC300/MAMP1000/OPI2000/THC w/adulteration (OX, SG, PH)	35.00%
01 102 2023	6	iCup A.D. 6 AMP1000/COC/MAMP1000/OPI2000/PCP/THC w/adulteration (OX, SG, PH) - clia waived	35.00%
01 102 2037	6	iCup A.D.06 AMP300/COC300/MDMA/OPI2000/OXY/THC w/adulteration(OX,SG,PH)	35.00%
01 102 2038	8	iCup A.D. 08 AMP1000/BAR/BZO/COC300/MAMP1000/OPI2000/PCP/THC w/adulteration (OX, SG, PH)	27.27%
01 102 2069	8	iCup A.D. 08 AMP1000/BZO/COC300/MAMP1000/MOP300/OXY/PCP/THC w/adulteration (OX,CR,PH)	27.27%
01 102 2039	9	iCup A.D. 09 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/PCP/THC w/adulteration (OX, SG, PH)	44.06%
01 102 2074	10	iCup A.D. 10 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/OXY/ ppx/thc w/adulteration (OX, CR, PH)	30.43%
01 102 2129	10	iCup A.D. 10 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/PCP/TCA/THC w/adulteration OS, SG, PH, NI, GL, CR)	30.43%
01 102 2027	12	iCup A.D. AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/OXY/PCP/PPX/ tca/thcw/adulteration (OX, SG, PH)	6.25%

REDICUP SUBSTANCE ABUSE TEST DEVICE

PART NUMBER	DRUG(S)	CONFIGURATION	DISCOUNT OFF CATALOG LIST
01 102 0026	4	RC 04 COC300/MAMP1000/MOP300/THC	29.69%
01 102 0027	5	RC 05 BZO/COC300/MAMP1000/MOP300/THC	29.69%
01 102 0028	5	RC 05 COC300/MAMP1000/MOP300/PCP/THC	29.69%
01 102 0121	5	RC 05 AMP1000/COC300/MAMP1000/MOP300/THC	29.69%
01 102 0029	6	RC 06 BZO/COC300/MAMP1000/MOP300/PCP/THC	27.06%
01 102 0135	6	RC 06 AMP1000/BZO/COC300/MAMP1000/OPI2000/THC	27.06%
01 102 0058	10	RC 10 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/OPI2000/PCP/TCA/THC	32.77%
01 102 0059	10	RC 10 AMP1000/BAR/BZO/COC300/MAMP1000/MOP300/MTD/PCP/TCA/THC	32.77%
01 102 0137	10	RC 10 COC300/BAR/BZO/MAMP1000/MDMA/MOP300/MTD/OXY/PCP/THC	32.77%

Section II: On-Site Drug & Alcohol Screening Devices
INTEGRATED CUPS II SUBSTANCE ABUSE TEST DEVICE

PART NUMBER	DRUG(S)	CONFIGURATION	DISCOUNT OFF CATALOG LIST
01 102 2001	4	EZ CUP II 04 COC300/MAMP1000/OPI2000/THC - clia waived	37.50%
01 102 2051	5	EZ CUP II 05 AMP1000/COC300/MAMP1000/OPI2000/THC w/adulteration (OX, SG, PH, NI, GL, CR) - clia waived	28.80%
01 102 2018	5	EZ CUP II 05 AMP1000/COC300/MAMP1000/OPI2000/THC - clia waived	25.00%
01 102 2141	5	EZ CUP II 05 AMP1000/COC300/MAMP1000/OPI2000/THC w/adulteration (OX, SG, PH) - clia waived	46.43%
01 102 2005	5	EZ CUP II 05 COC300/MAMP1000/OPI2000/PCP/THC - clia waived	25.00%
01 102 2048	5	EZ CUP II 05 AMP1000/COC300/OPI2000/PCP/THC - clia waived	25.00%
01 102 1974	5	EZ CUP II 05 AMP1000/COC300/OPI2000/PCP/THC w/adulteration (OX/SG/PH/NI/GL,CR) - clia waived	46.43%
01 102 1984	6	EZ CUP II 06 AMP1000/BZO/COC300/MAMP1000/OPI2000/THC	22.50%
01 102 2007	6	EZ CUP II 06 COC300/MAMP1000/MDMA/OPI2000/OXY/THC	22.50%
01 102 2008	8	EZ CUP II 08 AMP1000/BAR/BZO/COC300/MAMP1000/OPI2000/ PCP/THC	40.00%
01 102 2140	9	EZ CUP II 09 BAR/BZO/COC300/MAMP1000/MTD/OPI2000/OXY/PPX /THC w/adulteration (OX,SG, PH)	35.21%
01 102 1985	10	EZ CUP II 10 AMP1000/BAR/BZO/COC300/MAMP1000/MDMA/MTD /OPI2000/ PCP/THC	27.27%
01 102 2096	12	EZ CUP II 12 AMP1000/BAR/BUP/BZO/COC150/MAMP1000/MDMA /MOP300/ MTD/OXY/PPX/THC - NEW!	2.17%

ORAL FLUID DRUGS OF ABUSE

PART NUMBER	DRUG(S)	CONFIGURATION	DISCOUNT OFF CATALOG LIST
01 102 2024	5	iScreen Oral Fluid Device AMP50/COC20/MAMP50/OPI40/THC12	29.86%
01 102 2025	6	iScreen Oral Fluid Device AMP50/COC20/MAMP50/OPI40/PCP10/THC12	38.68%
01 102 0127	6	RediTest Oral Fluids Device AMP50/COC20/MAMP50/OPI40/PCP10/THC12	18.07%
01 102 1960	6	OrAlert 6 Oral Fluid Device AMP50/COC20/MAMP50/OPI40/PCP10/THC100	18.07%
01 102 2083	6	OrAlert 6 Oral Fluid Device AMP50/BZO10/COC20/MAMP50/OPI40/THC100	18.07%

SALIVA/BREATH ALCOHOL PRODUCTS

PART NUMBER	DRUG(S)	CONFIGURATION	DISCOUNT OFF CATALOG LIST
01 362 0001	N/A	Instant Alcohol Saliva Test Strip	20.00%
01 215 0004	N/A	Breath Alcohol Device .02	17.86%
01 094 0055	N/A	Alco-Screen Test (24/box)	32.50%
01 094 0056	N/A	Alco-Screen .02 DOT Approved Alcohol Saliva (24/box)	38.64%

REDISMOKE, PREGNANCY & ADULTERATION

PART NUMBER	DRUG(S)	CONFIGURATION	DISCOUNT OFF CATALOG LIST
01 102 0140	1	Urine Cotinine (Nicotine Metabolite) Cassette Device	-6.25%
01 102 1950	N/A	Urine Pregnancy Cassette (40/Box) - clia waived	0.00%
01 102 1910	7	One Step Validity Test (Seven Parameter)	0.00%

COLLECTION SUPPLIES

PART NUMBER	DRUG(S)	CONFIGURATION	DISCOUNT OFF CATALOG LIST
031224	N/A	90 ml Urine Collection Bottle with Built-in Temp Strip	100.00%
031380	N/A	6.5 oz/ Graduated Beaker	100.00%
031258	N/A	Temperature Strip	100.00%

Device orders will be shipped at no charge for ground service delivery. Expedited shipping of device orders will be charge on an 'at cost' basis. FOB Destination.

Hair Testing Panel Prices

Anonymous Hair 5 Drua Panel	30.00	Negative
Anonymous Hair 5 Drua Panel	30.00	Positive
Anonymous Hair 5 Drua Panel	10.00	Test Not Run
Extended Opiates Panel	30.00	Negative
Extended Opiates Panel	30.00	Positive
Extended Opiates Panel	10.00	Test Not Run
Hair 5 Drug Panel	30.00	Negative
Hair 5 Drug Panel	30.00	Positive
Hair 5 Drug Panel	10.00	Test Not Run
Hair 5 Drug Panel & Extended Opiates	38.00	Negative
Hair 5 Drug Panel & Extended Opiates	38.00	Positive
Hair 5 Drug Panel & Extended Opiates	10.00	Test Not Run
Hair 5 Drug Panel Limit of Detection Test	45.00	Negative
Hair 5 Drug Panel Limit of Detection Test	45.00	Positive
Hair 5 Drug Panel Limit of Detection Test	10.00	Test Not Run

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D Professional, Medical and Hospital Liability	\$3,000,000 per occurrence \$10,000,000 aggregate Bodily Injury and Property Damage
E Endorsements and Conditions: <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives, with the exception of Professional Liability, Workers' Compensation and Employers Liability. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencement of any operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (125 - 12th Street, 3rd Floor, Oakland, CA 94607) 	

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Redwood Toxicology Laboratory, Inc.

PRINCIPAL: Barry C. Chapman TITLE: Chief Financial Officer

SIGNATURE:  DATE: December 16, 2011

EXHIBIT E

COUNTY OF ALAMEDA CONTRACT COMPLIANCE REPORTING REQUIREMENTS

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within 5 business days in the System, immediately enter payments made to subcontractors and ensure that subcontractors confirm they received payments within 5 business days in the System. Subcontractors shall confirm their payments received from the prime contractor within 5 business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County should schedule a representative from their office/company, along with each of their subcontractors, to attend training. The training schedule may be viewed online at http://www.elationsys.com/elationsys/support_1.htm or call Elation Systems at (510) 764-1870. A special access code will be provided to contractors and subcontractors participating in this contract awarded to allow use of the System free of charge.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.