COUNTY OF ALAMEDA

REQUEST FOR QUOTATION NO. 10125/JB/03

SPECIFICATIONS, TERMS & CONDITIONS

For

GENETIC PATERNITY TESTING SERVICES

NETWORKING/BIDDERS CONFERENCES

At

10:00 a.m.
on
April 27, 2004
At
1401 Lakeside Drive
Conference Room #1107
Oakland CA 94612

2:00 p.m.
on
April 28, 2004
At
951 Turner Court
Rooms A & B
Hayward, CA 94545

RESPONSE DUE

by
2:00 p.m.
on
Friday, May 21, 2004
at
Alameda County, GSA-Purchasing
1401 Lakeside Drive, Suite 907
Oakland, CA 94612
# COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL NO. 10125/JB/03

SPECIFICATIONS, TERMS & CONDITIONS

For

Genetic Paternity Testing

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Exhibit D2 – Former References
Exhibit E – SLEB Certification Application Package
Exhibit F – Small and Local Business Partnering Information
Exhibit G – Request for Small and Local or Emerging Preference
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Exhibit I – Exceptions, Clarifications, Amendments
Exhibit J – Sample Standard Agreement
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I. **ACRONYM AND TERM GLOSSARY**

Unless otherwise noted, the terms below may be upper or lower case. Acronyms will always be uppercase.

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid</td>
<td>Shall mean the bidders’/contractors’ response to this Request</td>
</tr>
<tr>
<td>Bidder</td>
<td>Shall mean the specific person or entity responding to this RFQ</td>
</tr>
<tr>
<td>Board</td>
<td>Shall refer to the County of Alameda Board of Supervisors</td>
</tr>
<tr>
<td>CSC</td>
<td>County Selection Committee</td>
</tr>
<tr>
<td>Contractor</td>
<td>When capitalized, shall refer to selected bidder that is awarded a contract</td>
</tr>
<tr>
<td>County</td>
<td>When capitalized, shall refer to the County of Alameda</td>
</tr>
<tr>
<td>DCSS</td>
<td>Department of Child Support Services</td>
</tr>
<tr>
<td>DNA</td>
<td>Deoxyribonucleic Acid</td>
</tr>
<tr>
<td>Federal</td>
<td>Shall Refer to the United States Federal Government and its departments and/or agencies</td>
</tr>
<tr>
<td>F.O.B</td>
<td>Shall mean without charge for delivery to and placing on board a carrier at a specified point (Free On Board)</td>
</tr>
<tr>
<td>North County</td>
<td>Shall refer to the cities of Alameda, Albany, Berkeley, Emeryville, Oakland, and Piedmont</td>
</tr>
<tr>
<td>OSHA</td>
<td>California Occupational Safety and Health Administrations</td>
</tr>
<tr>
<td>PO</td>
<td>Purchase Order(s)</td>
</tr>
<tr>
<td>Quotation</td>
<td>Shall refer to bidder’s response to this RFQ</td>
</tr>
<tr>
<td>Request for Quotation</td>
<td>Shall refer to this document, which is the County of Alameda’s request for bidders’ proposal to provide the goods and/or services being solicited herein. Also referred herein as RFQ</td>
</tr>
<tr>
<td>Response</td>
<td>Shall refer to bidder’s proposal or quotation submitted in reply to RFQ</td>
</tr>
<tr>
<td>RFQ</td>
<td>Request for Quotation</td>
</tr>
<tr>
<td>Secure Site</td>
<td>Shall refer to a location on the internet, or a website, that requires a password which can only be determined and changed by a designated Alameda County employee, and/or a designated Contractor representative</td>
</tr>
<tr>
<td>SLEB</td>
<td>Small, Local Emerging Business</td>
</tr>
<tr>
<td>South County</td>
<td>Shall refer to the cities of Dublin, Fremont, Hayward, Livermore, Newark, Pleasanton, San Leandro, San Lorenzo, Sunol, and Union City, as well as the unincorporated areas of Ashland, Castro Valley, and Cherryland</td>
</tr>
<tr>
<td>State</td>
<td>Shall refer to the State of California, its departments and/or agencies</td>
</tr>
</tbody>
</table>
II. STATEMENT OF WORK

A. INTENT

This Request for Quotation (RFQ) seeks qualified vendors to provide Genetic Paternity Testing to establish paternity for Alameda County’s Department of Child Support Services (DCSS) Enforcement Program.

The County intends to award a three (3) year contract (with options to renew thereafter on an annual basis) to the bidder(s) selected as most capable of meeting the County’s requirements.

B. SCOPE

The successful bidder will provide Deoxyribonucleic Acid (DNA) Genetic Paternity Testing services to the County’s Department of Child Support Services (DCSS) in order to establish paternity for child support enforcement cases both within and without the County. For North County (Alameda, Albany, Berkeley, Emeryville, Oakland, and Piedmont) cases, collection samples will be drawn at the DCSS’s facility at 393 13th street in Oakland, California, four (4) times a month. Collection samples for South County locations (Dublin, Fremont, Hayward, Livermore, Newark, Pleasanton, San Leandro, San Lorenzo, Sunol, Union City, Ashland, Castro Valley and Cherryland) will be drawn at a site provided by the Contractor in the Fremont area once per month. Written test results shall be returned to the DCSS within twenty-one (21) calendar days from the collection date, and must be posted to a secure website as soon as they are completed. A secure site shall refer to an internet location, or website, that requires a password which can only be determined and changed by a designated Alameda County employee, and/or a designated Contractor representative.

In 2003 the DCSS required DNA samples for paternity testing from one thousand one hundred fifty (1,150) mothers, children, and alleged fathers. Included in this number of tests, three hundred fifty (350) samples were collected from outside of Alameda County.

C. BACKGROUND

Incorporated in 1853, Alameda County covers seven hundred and thirty-eight (738) square miles, extending from the eastern shore of San Francisco Bay to San Joaquin County. There are sixteen (16) incorporated cities and three (3) unincorporated areas in the County. In 2002 the population was approximately one million four hundred seventy-two thousand (1,472,000).

The use of blood testing to determine paternity for child support enforcement purposes was used by the District Attorney’s Family Support Division beginning in the early 1980’s. In 1990 Genetic Paternity Testing replaced traditional blood testing. The Department of Child
Support Services was formed in 2002 and has assumed the responsibility for determining paternity from the District Attorney's Office.

D. SPECIFIC REQUIREMENTS

Contractors shall perform the following:

1. For cases in the North County, Contractors shall conduct genetic sample collection four (4) times per month at 393 Thirteenth Street in Oakland, or an alternate location determined by DCSS. For South County cases, collection samples will be drawn at a site provided by the Contractor in the Fremont area once a month. Samples of DNA shall be collected from mothers, children, and the alleged fathers on dates agreed upon by the Contractor and DCSS. The Department of Child Support Services will schedule the collection of samples with the Contractor.

2. Contractor shall perform DNA paternity testing of the collected samples at their own laboratory. Testing services shall not be sub-contracted to another laboratory without the express written consent of the DCSS.

3. Contractor shall continue to test each individual sample until the possibility of paternity is excluded, or until the probability of paternity is ninety nine percent (99%) or greater.

4. At no additional cost, Contractor shall arrange for sample collection at remote facilities for those situations when one (1) of the parties resides outside of Alameda County. In such cases, it shall be the Contractor's responsibility to guarantee and safeguard the authenticity of all samples collected and tested.

5. Should the County deem there to be cause for retesting previously tested parties, the contractor shall provide retesting of those previously tested parties, and shall collect new samples from all parties as may be required to perform this retesting, at no additional cost.

6. Genetic Paternity Testing results shall be delivered to and received by DCSS within twenty-one (21) calendar days of the sample collection date.

7. The Department of Child Support Services may request the Contractor to provide expert witness testimony at no additional charge no more than two (2) times per calendar year.

8. Bidders shall have ten (10) years of experience in child support enforcement DNA testing at a volume level similar to that requested herein.
9. Bidders shall provide financial statements and satisfactory reference information as noted in RESPONSE CONTENT/SUBMITTALS, below.

10. Contractor shall post paternity test results on a secure website when those results become available. Secure shall mean a location on the internet, or a website, that requires a password which can only be determined and changed by a designated Alameda County employee, and/or a designated Contractor representative.

E. DELIVERABLE REPORTS

1. Contractor shall provide paternity test results to DCSS within twenty one (21) calendar days of the collection date.

2. Contractor shall provide monthly summaries of all tests performed including, but not limited to the case number assigned by County, name of the person being tested and the location where the test was performed.

III. INSTRUCTIONS TO BIDDERS

F. COUNTY CONTACTS

1. GSA Purchasing is managing the competitive process for this project on behalf of the Alameda County Department of Child Support Services. All contact during the competitive process is to be through the GSA-Purchasing Department only.

2. All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail by April 20, 2003 to:

   John Butchart, Buyer  
   Alameda County, GSA-Purchasing  
   1401 Lakeside Drive, Suite 907  
   Oakland, CA  94612  
   EMail : john.butchart@acgov.org  
   FAX: 510-208-9626

   The GSA Contracting Opportunities website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to http://www.acgov.org/gsa/purchasing/bid_content/ContractOpportunities.jsp to view current contracting opportunities.
G. **CALENDAR OF EVENTS**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request Issued:</td>
<td>April 7, 2004</td>
</tr>
<tr>
<td>Written Questions Due:</td>
<td>April 26, 2004</td>
</tr>
<tr>
<td>Networking/Bidders Conferences:</td>
<td>April 27, 2004, 10:00 a.m. at 1401 Lakeside Drive</td>
</tr>
<tr>
<td></td>
<td>Suite 1107, Oakland CA 94612</td>
</tr>
<tr>
<td></td>
<td>April 28, 2004, 2:00 p.m. at 951 Turner Court,</td>
</tr>
<tr>
<td></td>
<td>Rooms A &amp; B, Hayward, CA 94545</td>
</tr>
<tr>
<td>Addendum Issued</td>
<td>May 6, 2003</td>
</tr>
<tr>
<td>Response Due</td>
<td>MAY 21, 2004</td>
</tr>
<tr>
<td>Evaluation Period</td>
<td>MAY 21 TO MAY 27, 2004</td>
</tr>
<tr>
<td>Board Letter Issued</td>
<td>MAY 27, 2004</td>
</tr>
<tr>
<td>Board Award Date</td>
<td>JUNE 15, 2004</td>
</tr>
<tr>
<td>Contract Start Date</td>
<td>July 1, 2004</td>
</tr>
</tbody>
</table>

**Note:** Award and start dates are approximate.

It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions of this RFQ. By the submission of a bid, the Bidder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.

H. **NETWORKING/BIDDERS CONFERENCES**

Networking/Bidders conferences will be held to:

1. Provide an opportunity for small, local and emerging businesses (SLEBs) and large firms to network and develop partnering relationships in order to participate in the contract(s) that may result from this RFQ.

2. Provide an opportunity for bidders to ask specific questions about the project and request RFQ clarification.

3. Provide the County with an opportunity to receive feedback regarding the project and this RFQ.

Written questions submitted prior to the networking/bidders conferences, in accordance with the Calendar of Events, and verbal questions received at the networking/bidders conferences, will be addressed whenever possible at the Networking/Bidders conferences. All questions will be addressed and the list of attendees will be included in an RFQ.
Addendum following the Networking/Bidders conferences in accordance with the Calendar of Events.

Potential bidders are strongly encouraged, but not required, to attend the Networking/Bidders Conferences to further facilitate partnering relationships. Vendors who attend the Networking/Bidders Conferences, and who have not already been included in the Vendor Bid List, will be added to the Vendor Bid List (see Exhibit M).

Failure to participate in the Networking/Bidders conferences will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions. Attendance at the networking/bidders conferences is strongly encouraged and recommended but is not mandatory.

Networking/Bidders conference will be held on:

| April 27, 2004, 10:00 a.m. at General Services Agency, 1401 Lakeside Drive Suite 1107, Oakland CA 94612 | April 28, 2004, 2:00 p.m. at Public Works, 951 Turner Court, Rooms A & B, Hayward CA 94545 |

I. SUBMITTAL OF BIDS

1. All bids must be “SEALED” and must be received at the Office of the Purchasing Agent of Alameda County BY 2:00 p.m. on the due date specified in the Calendar of Events above.

NOTE: LATE AND/OR UNSEALED BIDS CANNOT BE ACCEPTED. IF HAND DELIVERING BIDS PLEASE ALLOW TIME FOR METERED STREET PARKING OR PARKING IN AREA PUBLIC PARKING Lots AND ENTRY INTO SECURE BUILDING.

2. Bids will be received only at the address shown below, and by the time indicated. Any bid received at or after said time and/or date or at a place other than the stated address cannot be considered and will be returned to the bidder unopened.

3. All bids, whether delivered by an employee of Bidder, the U.S. Postal Service, a courier or a package delivery service, must be received and time stamped at the stated address prior to the time designated. The Purchasing Department's timestamp shall be considered the official timepiece for establishing the actual receipt of bids.
Bids are to be addressed as follows:

RFQ 10125/JB/03  
Genetic Paternity Testing  
Alameda County, GSA-Purchasing  
1401 Lakeside Drive, Suite 907  
Oakland, CA  94612

4. Bidders are to submit an original plus two (2) copies of their proposal. Original proposal is to be clearly marked and is to be either loose leaf or in a 3-ring binder, not bound.

5. Bidder's name and return address must also appear on the mailing package.

6. No telegraphic or facsimile bids will be considered.

7. Bidder agrees and acknowledges all RFQ specifications, terms and conditions and indicates ability to perform by submission of its bid.

8. Submitted bids shall be valid for a minimum period of one hundred eighty (180) days.

9. All costs required for the preparation and submission of a bid shall be borne by Bidder.

10. Only one (1) bid response will be accepted from any one (1) person, partnership, or corporation.

11. It is the responsibility of Bidder to clearly identify information in their bid that they consider confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information shall be considered public.

12. All other information regarding the bid responses will be held as confidential until an award has been made. Bidders will receive mailed award/non-award notification(s), which will include the name of the bidder to be awarded this project. In addition, award information will be posted on the County’s “Contracting Opportunities” website, mentioned above.

13. Each bid received, with the name of the bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.
J. RESPONSE FORMAT

1. Bid responses are to be straightforward, clear, concise and specific to the information requested.

2. In order for bids to be considered complete, Bidder must provide all information requested.

K. RESPONSE CONTENT/SUBMITTALS

1. Bid responses must be signed in ink. Provide applicable signature documentation pursuant to Contractor’s organizational structure verifying the authority of the person signing the bid response to commit to its proposal on behalf of the Contractor.

2. Bidders shall follow the requirements set forth below. Any material deviation from these requirements may be cause for rejection of the proposal, as determined at the County’s sole discretion. All items listed below are required to be submitted in each RFQ response. The content and sequence of each quote shall be as follows:

a. Title Page: Show RFQ number and title, your company name and address, name of the contact person (for all matters regarding the RFQ response), telephone number and Quotation date.

b. Table of Contents: Bid responses shall include a table of contents listing the individual sections of the Quotation and their corresponding page numbers. Tabs should separate each of the individual sections.

c. Cover Letter: Bid responses shall include a cover letter describing Bidder and all of the following:

   1) Official name of Bidder;

   2) Bidder’s organizational structure (e.g. corporation, partnership, limited liability company, etc.);

   3) Jurisdiction in which Bidder is organized and the date of such organization;

   4) Address of Bidder’s headquarters and of any local office involved in the bid Quotation;

   5) Bidder’s Federal Tax Identification Number;
6) Name, address, telephone, fax numbers and e-mail address of the person(s) who will serve as the contact(s) to the County, with regards to the RFQ response, with authorization to make representations on behalf of and to bind the Bidder;

7) A representation that Bidder is in good standing in the State of California and has all necessary licenses, permits, certifications, approvals and authorizations necessary in order to perform all of its obligations in connection with this RFQ; and

8) An acceptance of all conditions and requirements contained in this RFQ.

d. Letter of Transmittal: Bid responses shall include a description of Bidder’s approach in providing its services to the County in one (1) or two (2) pages stating its understanding of the work to be done and a positive commitment to perform the work as specified.

e. Bidder’s Qualifications and Experience: Provide a description of Bidder’s capabilities pertaining to this RFQ. This description should not exceed five (5) pages and should include a detailed summary of Bidder’s experience relative to RFQ requirements described herein.

f. Financial Statements: Responses are to include:

Bidder’s most recent Dun & Bradstreet Supplier Evaluation Report. Dun & Bradstreet Supplier Evaluation Report must be ranked a six (6) or lower for Bidder to be considered for contract award. For information on how to obtain a Supplier Evaluation Report, contact Dun & Bradstreet at 1-866-719-7158 or www.dnb.com.

g. References, Exhibit D1 and D2:

1) Bidders are to provide a list of five (5) current and five (5) former clients on Exhibit D1 and D2, attached hereto. References must be satisfactory as deemed solely by County. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.

2) Reference information is to include:

a) Company/Agency name;

b) Contact person (name and title), contact person is to be someone directly involved with the services;
c) Complete street address;

d) Telephone number;

e) Type of business; and

f) Dates of service.

3) County may contact some or all of the references provided in order to determine Bidder’s performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

h. Bid Form, Exhibit B:

Pricing for services shall be on a fixed cost basis.

Pricing for the procurement of goods and services by the County shall include all Taxes, freight and all other costs, or credits, associated with the procurement and Delivery to the County of Bidder’s services. Refer to the section entitled “PRICING” under the section designated “TERMS AND CONDITIONS” herein below.

i. Evidence of Certificates of Insurance are required per the attached Exhibit C from a reputable insurer for any contract that may be awarded pursuant to this RFQ.

j. Other required Submittals/Exhibits not included above that are required in the bid response:

1) Exhibit A, Acknowledgement, signed.

2) Exhibit B, Bid Quote form, completed and signed.

3) Exhibit E, SLEB Certification Application Package, completed, signed, required documentation attached (if applicable).

4) Exhibit F, Local, Small and Emerging Business Partnering Information, completed and signed.

5) Exhibit G, Request for Preference for Small, Local and/or Emerging Vendors, completed and signed (if applicable).
(a) Copy of a verifiable business license, issued by the County of Alameda or a City within the County

(b) Proof of six (6) month business residency, identifying the name of the business and the local address: Any previous contracts with the County; utility bills; and deed of trust or lease agreement.

6) Exhibit H, First Source Agreement, completed and signed.

7) Exhibit I, Exceptions, Clarifications and Amendments Form, completed and signed. This Exhibit will also contain any exceptions, clarifications and amendments for all attached Exhibits, particularly Exhibit J. (The County is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification).

L. **NOTICE OF AWARD**

1. At the conclusion of the RFQ process all bidders will be notified in writing of the contract award recommendation, if any, by GSA - Purchasing. The document providing this notification is the Notice of Award. The County reserves the right to award multiple contractors.

   The Notice of Award will provide the following information:

   a. The name of the bidder(s) being recommended for contract award;

   b. The names of all other bidders; and

   c. In summary form, the evaluation costs for each bidder.

2. Debriefings for unsuccessful bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful bidder(s) bid with the Buyer responsible for this RFQ bid.

   a. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful Bidder, etc.

   b. Debriefing may include review of successful Bidder’s Quotation.
M. **BID PROTEST / APPEALS PROCESS**

GSA-Purchasing prides itself on the establishment of fair and competitive contracting procedures and the commitment made to following those procedures. The following is provided in the event that bidders wish to protest the bid process or appeal the recommendation to award a contract for this project.

1. Any bid protest must be submitted in writing to the Deputy Director of GSA - Purchasing, 1401 Lakeside Drive, Suite 907, Oakland, and CA 94612. The bid protest must be submitted before 5:00 p.m. of the fifth (5th) business day following the date of the Notice of Award.
   a. Bid protest must contain a complete statement of the basis for the protest.
   b. Protest must include the name, address and telephone number of the person representing the protesting party.
   c. Party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest, which may be adversely affected by the outcome of the protest.
   d. Procedure and time limits are mandatory and are the Bidder’s sole and exclusive remedy in the event of Bid Protest.

2. Bidder’s failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid Protest, including filing a Government Code claim or legal proceedings.

3. Upon receipt of written protest/appeal, GSA Purchasing, Deputy Director will review and provide an opportunity to settle the protest/appeal by mutual agreement, will schedule a meeting to discuss or issue a written response to advise an appeal/protest decision within five (5) working days of review date.
   a. Responses will be issued and/or discussed at least five (5) days prior to the Board hearing date.
   b. Responses will inform the bidder whether or not the recommendation to the Board is going to change.

4. The decision of the Deputy Director, GSA-Purchasing may be appealed to the Director, GSA. All appeals to the Director, GSA shall be in writing and submitted within five (5) calendar days of notification of decision by the Deputy Director, GSA-Purchasing.
5. The decision of the Director, GSA is the final step of the appeal process.

The Director, GSA and Deputy Director, GSA-Purchasing will determine if the Board letter should include (or be amended to include) a brief mention of the grounds of the protest/appeal and provide the recommended resolution, if the issue should be discussed with the Board of Supervisors, and/or if the Board item should be pulled. Additional considerations:

a. The recommended protest/appeal solution will support the original recommendation for award.

b. If a protest/appeal has merit, the Board item will be pulled and steps taken to fix the problem.

c. County Counsel will be consulted at a minimum for any matters that are Agendized for Closed Session.

IV. TERMS AND CONDITIONS

N. TERM / TERMINATION / RENEWAL

1. Term of the contract(s), which may be awarded pursuant to this RFQ, will be for three (3) years with option(s) to renew.

2. By mutual agreement, any contract, which may be awarded pursuant to this RFQ, may be extended for additional terms at agreed prices with all other terms and conditions remaining the same.

O. QUANTITIES

Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

P. PRICING

1. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFQ.

2. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the County.

3. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
4. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.

5. Prices quoted shall be the total cost the County will pay for this project including taxes and all other charges.

6. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.

7. County has the right to decline to award this contract if it is determined that proposed pricing is not competitively priced with similar sized counties or non-county agencies within the State of California.

8. Price quotes shall include all payment incentives available to the County.

Q. **AWARD**

1. The award will be made to the lowest responsible bidder who meets the requirements of these specifications, terms and conditions.

2. Awards may also be made to the subsequent lowest responsible bidders who will be considered the Back-up Contractors and who will be called in ascending order of amount of their quotation.

3. County reserves the right to reject any or all responses that materially differ from any terms contained herein or from any Exhibits attached hereto and to waive informalities and minor irregularities in responses received.

4. County reserves the right to award to a single or multiple contractors.

5. Contractor(s) shall be provided an acceptance of award letter(s) prior to Board approval. A Standard Agreement contract must be signed following Board approval.

6. The RFQ specifications, terms, conditions and Exhibits, RFQ Addenda and Bidder’s proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFQ.

R. **METHOD OF ORDERING**

1. Written purchase orders will be issued following contract award.

2. Purchase orders and payments for products and/or services will be issued only in the name of Contractor.
3. Contractor shall adapt to changes in the method of ordering procedures as required by the County during the term of the contract.

4. Change orders shall be agreed upon by Contractor and County and issued as needed in writing by County.

S. INVOICING

1. Contractor shall invoice the requesting department, upon satisfactory performance of services, unless otherwise advised in writing from an authorized person of GSA Purchasing.

2. Payment will be made within thirty (30) days following receipt of invoice and upon complete satisfactory performance of services.

3. County shall notify Contractor of any adjustments required to invoice.

4. Invoices shall contain County Purchase Order number, invoice number, remit to address and itemized services description and price as quoted and shall be accompanied by acceptable proof of delivery.

5. Contractor shall utilize standardized invoice upon request.

6. Invoices shall only be issued by the Contractor who is awarded a contract.

7. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.

8. The County will pay Contractor monthly or as agreed upon, not to exceed the total lump sum price quoted in the bid response.

T. COUNTY PROVISIONS

1. Preference for Local Products and Vendors: A five percent (5%) preference shall be granted to Alameda County products or Alameda County vendors on all sealed bid on contracts except with respect to those contracts which state law requires be granted to the lowest responsible bidder. An Alameda County vendor is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the issue date of this RFQ; and which holds a valid business license issued by the County or a city within the County. Alameda County products are those which are grown, mined, fabricated, manufactured, processed or produced within the County. Locality must be maintained for the term of the contract. Evidence of locality shall be
provided immediately upon request and at any time during the term of any contract that may be awarded to Contractor pursuant to this RFQ.

2. **Small and Emerging Locally Owned Business:** A small business for purposes of this RFQ is defined by the United States Small Business Administration as having no more than Eleven Million Five Hundred Thousand Dollars ($11,500,000.00) in average annual gross receipts over the last three (3) years. An emerging business, as defined by the County is one having annual gross receipts of less than one-half (1/2) of the above amount over the same period of time. In order to participate herein, the small or emerging business must also satisfy the locality requirements and be certified by the County as a Small or Emerging, local business. A certification application package (consisting of Instructions, Application and Affidavit) has been attached hereto as Exhibit E and must be completed and returned by a qualifying contractor.

A locally owned business, for purposes of satisfying the locality requirements of this provision, is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the issue date of this RFQ; and which holds a valid business license issued by the County or a city within the County.

The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County’s purchase of goods and services. As a result of the County’s commitment to advance the economic opportunities of these businesses the following provisions shall apply to this RFQ:

a. If Bidder is certified by the County as either a small and local or an emerging and local business, the County will provide a five percent (5%) bid preference, in addition to that set forth in paragraph 1, above, for a total bid preference of ten percent (10%). However, a bid preference cannot override a State law, which requires the granting of an award to the lowest responsible bidder.

b. Bidders not meeting the small or emerging local business requirements set forth above do not qualify for a bid preference and must partner, joint venture or subcontract with one or more County certified small and/or emerging local businesses for at least twenty percent (20%) of Bidder’s total bid amount in order to be considered for the contract award. Bidder, in its bid response, must submit written documentation evidencing a firm contractual commitment to meeting this minimum local participation requirement. Participation of a small and/or emerging local business must be maintained for the term of any contract resulting from this RFQ. Evidence of participation shall be provided immediately upon request at any time during the term of such contract. Contractor shall provide quarterly participation reports during the term of said contract and a final account statement at the end of the contract to the County Business Outreach Officer.
The County reserves the right to waive these small/emerging local business participation requirements in this RFQ if the additional estimated cost to the County, which may result from inclusion of these requirements, exceeds five percent (5%) of the total estimated contract amount or Ten Thousand Dollars ($10,000), whichever is less.

If additional information is needed regarding this requirement, please contact Linda Moore, Business Outreach Officer, Alameda County General Services Agency, at (510) 208-9717 or via E-mail at linda.moore@acgov.org.

3. First Source Program: The First Source Program has been developed to create a public/private partnership that links CalWORKs job seekers, unemployed and under employed County residents to sustainable employment through the County’s relationships/connections with business, including contracts that have been awarded through the competitive process, and economic development activity in the County. Welfare reform policies and the new Workforce Investment Act require that the County do a better job of connecting historically disconnected potential workers to employers. The First Source program will allow the County to create and sustain these connections.

Contractors awarded contracts for goods and or services in excess of One Hundred Thousand Dollars ($100,000) as a result of this RFQ are required to provide Alameda County with 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 life of the contract before advertising to the general public. Potential candidates referred by County to Contractor will be pre-screened, qualified applicants based on Contractor specifications. Contractor agrees to use its best efforts to fill its employment vacancies with candidates referred by County, but the final decision of whether or not to offer employment, and the terms and conditions thereof, rest solely within the discretion of the Contractor.

Contractors participating in the First Source Program may be eligible for incentives, including but not limited to tax credits for employees hired, Enterprise Zone credits, and on the job training subsidy.

Bidders are required to complete, sign and submit in their bid response, the First Source Agreement that has been attached hereto as Exhibit H, whereby they agree to notify the First Source Program of job openings prior to advertising elsewhere (ten day window) in the event that they are awarded a contract as a result of this RFQ. Exhibit H will be completed and signed by County upon contract award and made a part of the final contract document.
For additional information regarding the First Source Program requirements, please contact Linda Moore, Business Outreach Officer, Alameda County General Services Agency, at (510) 208-9717 or via E-mail at linda.moore@acgov.org.

U. ACCOUNT MANAGER/SUPPORT STAFF

1. Contractor shall provide a dedicated competent account manager who shall be responsible for the County account/contract. The account manager shall receive all orders from the County and shall be the primary contact for all issues regarding Biddé’s response to this RFQ and any contract, which may arise pursuant to this RFQ.

2. Contractor shall provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.

3. Contractor account manager shall be familiar with County requirements and established standards, and shall work with DCSS to ensure that these standards are met.

4. Contractor account manager shall keep the Buyer informed of requests from departments as required.

V. GENERAL REQUIREMENTS

1. Contractor shall have been regularly and continuously engaged in performing DNA testing in situations of child support enforcement.

2. Performance services shall meet or exceed all specifications of this RFQ.

3. Proper conduct is expected of Contractor’s personnel when on County premises. This includes adhering to no-smoking ordinances, the drug-free work place policy, not using alcoholic beverages and treating employees courteously.

4. County has the right to request removal of any Contractor employee or subcontractor who does not properly conduct himself/herself/itself or perform quality work.
COUNTY OF ALAMEDA EXHIBIT A – BID ACKNOWLEDGEMENT

RFQ 10125/JB/03 For Genetic Paternity Testing

The County of Alameda is soliciting bids from qualified vendors to furnish its requirements per the specifications, terms and conditions contained in the above referenced RFQ number. This Bid Acknowledgement must be completed, signed by a responsible officer or employee, dated and submitted with the bid response. Obligations assumed by such signature must be fulfilled.

1. Preparation of bids: (a) All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. (b) Quote price as specified in RFQ. No alterations or changes or any kind shall be permitted to Exhibit B, Bid Form. Responses that do not comply shall be subject to rejection in total.

2. Failure to bid: If you are not submitting a bid but want to remain on the mailing list and receive future bids, complete, sign and return this Bid Acknowledgement and state the reason you are not bidding.

3. Taxes and freight charges: (a) Unless otherwise required and specified in the RFQ, the prices quoted herein do not include Sales, Use or other taxes. (b) No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by County, will be paid by the County unless expressly included and itemized in the bid. (c) Amount paid for transportation of property to the County of Alameda is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Alameda County, as such papers may be accepted by the carrier as proof of the exempt character of the shipment. (d) Articles sold to the County of Alameda are exempt from certain Federal excise taxes. The County will furnish an exemption certificate.

4. Award: (a) Unless otherwise specified by the bidder or the RFQ gives notice of an all-or-none award, the County may accept any item or group of items of any bid. (b) Bids are subject to acceptance at any time within thirty (30) days of opening, unless otherwise specified in the RFQ. (c) A valid, written purchase order mailed, or otherwise furnished, to the successful bidder within the time for acceptance specified results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.

5. Patent indemnity: Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.

6. Samples: Samples of items, when required, shall be furnished free of expense to the County and if not destroyed by test may upon request (made when the sample is furnished), be returned at the bidder’s expense.

7. Rights and remedies of County for default: (a) In the event any item furnished by vendor in the performance of the contract or purchase order should fail to conform to the specifications therefore or to the sample submitted by vendor with its bid, the County may reject the same, and it shall thereupon become the duty of vendor to reclaim and remove the same forthwith, without expense to the County, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should vendor fail, neglect or refuse so to do the County shall thereupon have the right purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may there after come due to vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to the County. In the event vendor fails to make prompt delivery as specified for any item, the same conditions as to the rights of the County to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government. (b) Cost of inspection or deliveries or offers for delivery, which do not meet specifications, will be borne by the vendor. (c) The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

8. Discounts: (a) Terms of less than ten (10) days for cash discount will be considered as net. (b) In connection with any discount offered, time will be computed from date of complete, satisfactory delivery of the supplies, equipment or services specified in the RFQ, or from date correct invoices are received by the County at the billing address specified, if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the County warrant check.

9. California Government Code Section 4552: In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

10. No guarantee or warranty: The County of Alameda makes no guarantee or warranty as to the condition, completeness or safety of any material or equipment that may be traded in on this order.

THE undersigned acknowledges receipt of above referenced RFQ and/or Addenda and offers and agrees to furnish the articles and/or services specified on behalf of the vendor indicated below, in accordance with the specifications, terms and conditions of this RFQ and Bid Acknowledgement.

Firm:
Address:
State/Zip:
What advertising source(s) made you aware of this RFQ?

By: __________________________ Date __________ Phone __________________________

Printed Name Signed Above:

Title: __________________________

2-27-03
EXHIBIT B
RFQ 10125/JB/03
For
Genetic Paternity Testing
BID FORM

Cost shall be submitted on this Exhibit B as is. No alterations or changes of any kind are permitted. Bid responses that do not comply will be subject to rejection in total. The cost quoted below shall include all taxes, rates, expenses, costs of operation and any and all other costs and represents a total lump sum cost to the County.

The Extended Cost numbers provided in **Part A** shall be the numbers used to evaluate the competing bids submitted in response to this RFQ. In **Part B**, Bidder is invited to include any optional cost items it believes may enhance the quality of the services being considered by the County, but not specifically requested by the County in these bid specifications. Optional cost items will not be considered when evaluating cost for award to the lowest responsible bidder.

### Part A.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit Cost</th>
<th>Estimated Annual Usage</th>
<th>Extended Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Collection and analysis of sample DNA for Alameda County. Unit Cost shall consist of one (1) DNA sample collected from either the mother, child, or alleged father. Cost shall include all testing, transportation charges, reporting of results, taxes, and any other incidental charges associated with paternity testing.</td>
<td>1,150</td>
<td></td>
<td>1,150</td>
</tr>
</tbody>
</table>

**Annual Total Cost:**

### Part B. Optional Costs - these costs will NOT be used to evaluate the competing bids.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit of Measure</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Appearances to provide expert testimony in excess of two (2) per year</td>
<td>Per Appearance</td>
<td>$</td>
</tr>
</tbody>
</table>

_____________________________________          _____________________________________
Name                                                                         Company

_____________________________________          _____________________________________
Signature                                                                     Date
EXHIBIT C  
RFQ 10125/JB/03  
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:

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE COVERAGE</th>
<th>MINIMUM LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A Commercial General Liability</strong></td>
<td>$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage</td>
</tr>
<tr>
<td>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability</td>
<td></td>
</tr>
<tr>
<td><strong>B Commercial or Business Automobile Liability</strong></td>
<td>$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage</td>
</tr>
<tr>
<td>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</td>
<td></td>
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<tr>
<td><strong>C Workers’ Compensation (WC) and Employers Liability (EL)</strong></td>
<td>WC: Statutory Limits EL: $100,000 per accident for bodily injury or disease</td>
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<tr>
<td>Required for all contractors with employees</td>
<td></td>
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<tr>
<td><strong>D Professional Liability/Errors &amp; Omissions</strong></td>
<td>$1,000,000 per occurrence $2,000,000 project aggregate</td>
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<tr>
<td>Includes endorsements of contractual liability</td>
<td></td>
</tr>
<tr>
<td><strong>E Endorsements and Conditions:</strong></td>
<td></td>
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<tr>
<td>1. <strong>ADDITIONAL INSURED:</strong> All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers’ Compensation and Employers Liability, 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.</td>
<td></td>
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<tr>
<td>2. <strong>DURATION OF COVERAGE:</strong> 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.</td>
<td></td>
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<tr>
<td>3. <strong>REDUCTION OR LIMIT OF OBLIGATION:</strong> 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.</td>
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<tr>
<td>4. <strong>INSURER FINANCIAL RATING:</strong> Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, 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. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</td>
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<tr>
<td>5. <strong>SUBCONTRACTORS:</strong> 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.</td>
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<td>6. <strong>JOINT VENTURES:</strong> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:</td>
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<tr>
<td>– 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.</td>
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<td>– Joint insurance program with the association, partnership or other joint business venture included as a “Named Insured.”</td>
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<td>7. <strong>CANCELLATION OF INSURANCE:</strong> All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.</td>
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<tr>
<td>8. <strong>CERTIFICATE OF INSURANCE:</strong> Before commencing 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:</td>
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<td>- Department/Agency issuing the contract</td>
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<td>- With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607)</td>
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# COUNTY OF ALAMEDA

## RFQ 10125/JB/03

For

Genetic Paternity Testing

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### CURRENT REFERENCES

<table>
<thead>
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<th>Address:</th>
<th>City, State, Zip Code:</th>
<th>Contact Person:</th>
<th>Telephone Number:</th>
<th>Type of Business:</th>
<th>Dates of Service:</th>
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EXHIBIT D-2
COUNTY OF ALAMEDA
RFQ 10125/JB/03
For
Genetic Paternity Testing

FORMER REFERENCES

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Company Name:
Complete Exhibit E, page 2 and 3 of 4 as follows:

**Section A:**
Check Applicable Box(es):
- **Small Business** = *Federal Small Business Administration gross receipts limit by Standard Industry Classification Codes.*
- **Local Business** = *Business license issued by a city within Alameda County and the owner maintains a fixed office located in and having a street address within the county*
- **Emerging Business** = *One half of the Federal Small Business Administration gross receipts limit by Standard Industry Classification Codes.*

**Section B:**
Complete all areas. If one or more areas are not applicable, please indicate by “N/A.”

**Section C:**
Please provide all information listed. If you own less than 51% interest in your business, please indicate other owner(s)’ name(s), title(s) and percentage of ownership. List all current business and professional licenses. The gross receipts listed should reflect the average of gross receipts received for the last three tax years filed. If you have been in business for less than three years, please provide your actual gross receipts received for the period that you have been in business. If you have not completed been in business for a complete tax year, please provide actual gross receipts received to date.

**Section D:**
This information will assist us in entering your business in our SLEB database. You will be coded for all of your business activities and services. If you do not know your SIC codes, you may obtain them from the internet at [www.sba.gov/regulations/siccodes/siccodes.html#divi](http://www.sba.gov/regulations/siccodes/siccodes.html#divi).

**Section E:**
This section is mandatory. This information will be used to monitor contracting opportunities provided by Alameda County. Alameda County continues to provide equal opportunity to all individuals. The information collected will not be used to determine if an individual or business will receive a particular contract opportunity.

**Section F:**
You may seek recertification if your initial certification is less than 3 years. Please complete sections A, B, & E. Section C should be completed only if there are changes to information on your initial Application. You must sign and date your Renewal Application in order for your application to be considered.

The following items must be attached to the following Certification and Renewal Application form and included in the RFQ response:
- Copies of Signed Federal Tax Returns Showing Gross Business Receipts
- Copies of Business Licenses
- Copy of Current Identification i.e. Driver’s License, Identification Card
- Copies of Deed, Rental or Lease Agreement Showing Business Address
- Copies of Last Three Completed Contracts and Proposals Including Name of Contact Person
- Personal Net Worth Statement if the business has not ever filed taxes
- Supporting Affidavit

In order for applications to be considered, it must be filled out completely. The Affidavit must be complete, notarized and attached to the Application. An Affidavit is not required for recertification’s. If any item is not applicable please put “N/A” in the designated area. If additional space is needed, please attach additional sheet(s) and label the sections “A”, “B”, “C”, “D” or “E” as indicated on the Certification Application. For additional information and/or assistance completing Exhibit E, contact Linda Moore, (510) 208-9717.
### Section A: Certification Type

- [ ] Small Business
- [ ] Local Business
- [ ] Emerging Business
- [ ] Renewal (Complete Below)

### Section B: Personal Information

Name:

* Business Name: 

Social Security Number: _______ - _____ - _______  

* Employer Identification Number: _____- ___________

*Mailing Address: 

*Business Address: 

*Business Telephone:  

Business Fax Number:  

*E-mail address: 

### Section C: Business Information

**Business Type:**

- [ ] Sole Proprietorship
- [ ] Partnership
- [ ] Corporation

Type of Service(s):  

*No. (#) of Employees:

Percentage of Ownership (*If less than 51%, please list other owner’s names and titles. Attach additional sheets if needed:*)

How Long in Business:  

How Long in Business at the Above Address: 

Please List All Current Business and Professional Licenses:

<table>
<thead>
<tr>
<th>License Type</th>
<th>Date Issued/Expires</th>
<th>Jurisdiction/Issuing Authority</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

*Gross Business Receipts for Last 3 Years (*If first year in business, please list gross receipts received to date:*)

$_________________ 20__  

$_________________ 20__  

$_________________ 19__

### Section D: SIC and NAICS Codes Information

<table>
<thead>
<tr>
<th>SIC Code(s)</th>
<th>NAICS Code(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>
CERTIFICATION AND RENEWAL APPLICATION cont’d.

**Section E: Statistical Information: Mandatory Section**  (This information is collected for demographic information only)

*Gender:  □ Male    □ Female

*Ethnicity:
- □ American Indian or Alaskan Native (>50%)
- □ Black or African American (>50%)
- □ Hispanic or Latino (>50%)
- □ White (>50%)
- □ Asian (>50%)
- □ Filipino (>50%)
- □ Native Hawaiian or other Pacific Islander >50%
- □ Other (Please Specify)

**Section F: Renewal Information (Complete each item below if Certification is 3 years old or more)**

Certification Number: ______________

Date of Initial Certification: ______________

First Renewal Granted: _______  Expiration__________

Second Renewal Granted: _______  Expiration__________

- Gross Receipts for the First year: $_______________
- Gross Receipts for the Second year: $_______________
- Gross Receipts for the Third year: $_______________

Please Attach Verification of Business Income *(Copies of Federal Tax Return)*

**RENEWAL AFFIDAVIT**

I declare, under penalty or perjury all of the foregoing statements are true and correct.

___________________________________________________________________

Affidavit for Renewal Date: ______________

Second Renewal Date: ______________
AFFIDAVIT

"The undersigned swears, under penalty of perjury, that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations of ____________________________

(Name of Firm)
as well as the ownership thereof.
The undersigned also states that he/she is properly authorized by ____________________________

(Name of Firm)
to execute the affidavit. Further, the undersigned agrees to provide the County Of Alameda, current, complete and accurate information regarding: actual work performed on the project, any payment(s) made or received, any proposed changes to the activities of the above-referenced firm that affect the firm’s eligibility under this program, and to permit the audit and examination of books, records, and files of the named firm. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating appropriate legal action. The undersigned agrees that information provided may be shared with other governmental agencies."

Printed Name 

Signature

Title 

Date

NOTARY

The foregoing affidavit was subscribed and sworn to before me on this ________ day of ______________________, 20__

By

SEAL

Notary Public

Commission Expires
EXHIBIT F
SMALL LOCAL EMERGING BUSINESS (SLEB) PARTNERING INFORMATION SHEET
COUNTY OF ALAMEDA
RFQ 10125/JB/03
For
Genetic Paternity Testing

In order to meet the small local emerging business (SLEB) requirements of this RFQ, all bidders must complete this form as required below.

Bidders not meeting the definition of a SLEB (per this RFQ County Provisions) are required to either partner, joint venture or subcontract with a SLEB for at least twenty percent (20%) of the total estimated bid amount in order to be considered for contract award. This form must be submitted for each business that bidders will work with, evidencing a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

Bidders are encouraged to form a partnership with a SLEB that can participate directly with this contract. One of the benefits of the partnership will be economic, but this partnership will also assist the SLEB to grow and build the capacity to eventually bid as a prime on their own.

Once a contract has been awarded, bidders will not be able to substitute the partner without prior written approval from the General Services Agency, Business Outreach Officer.

The General Services Agency, Business Outreach Officer will monitor the contract for compliance with the SLEB requirements.

☐ is not a SLEB and will partner, joint venture or subcontract ________% with the SLEB named below for the following service(s):

<table>
<thead>
<tr>
<th>SLEB Business Name:</th>
<th>__________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>__________________________</td>
</tr>
<tr>
<td>City, State, Zip:</td>
<td>__________________________</td>
</tr>
<tr>
<td>Phone:</td>
<td>__________________________</td>
</tr>
<tr>
<td>Fax:</td>
<td>__________________________</td>
</tr>
<tr>
<td>E-mail:</td>
<td>__________________________</td>
</tr>
<tr>
<td>Tax ID Number:</td>
<td>__________________________</td>
</tr>
<tr>
<td>Principal Name:</td>
<td>__________________________</td>
</tr>
</tbody>
</table>
| SLEB Principal Signature: | __________________________ | (Date)

Bidder Signature: __________________________ (Date)
A five-percent (5%) preference will be granted to Alameda County products or vendors on all sealed bids on contracts except with respect to those contracts which State law requires be granted to the lowest responsible bidder. An Alameda County vendor is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the date upon which a request for sealed bids or proposals is issued; and which holds a valid business license issued by the County or a city with the County. Alameda County products are those, which are grown, mined, fabricated, manufactured, processed or produced within the County.

In addition, a five percent (5%) preference, for a total bid preference of ten percent (10%), shall be granted (except as noted above) if the bidder is certified by the County as either a small and local or an emerging and local business. Check the appropriate (2 maximum) boxes and provide the requested information below.

☐ Request for 5% local preference
☐ Request for 5% small and local preference **OR** ☐ Request for 5% emerging and local preference

Company Name: __________________________________________

Street Address: __________________________________________

Telephone Number: _______________________________________

Business License Number: __________________________________

The Undersigned declares that the foregoing information is true and correct:

Print/Type Name: _________________________________________

Title: ___________________________________________________

Signature: _______________________________________________

Date: ___________________________________________________
EXHIBIT H
COUNTY OF ALAMEDA
RFP No. 10125/JB/03
for
Genetic Paternity Testing

ALAMEDA COUNTY VENDOR FIRST SOURCE AGREEMENT

VENDOR INFORMATION

ALCOLINK Vendor Number (if known): 00000
Full Legal Name:
DBA
Type of Entity: □ Individual □ Sole Proprietor □ Partnership
□ Corporation □ Tax-Exempt □ Government or Trust
Check the boxes that apply:
□ Goods Only □ Goods & Services □ Rents/Leases □ Legal Services
□ Rents/Leases paid to you as the agent □ Medical Services □ Non-Medical Services –
Describe
□ Other

Federal Tax ID Number (required): _____
P.O. Box/Street Address: ______
Vendor Contact’s Name: ______
Vendor Contact’s Telephone: ______ Fax: ______
Vendor Contact’s E-mail address: ______

Please check all that apply:
LOC □ Local Vendor (Holds business license within Alameda County)
SML □ Small Business (as defined by Small Business Administration)
I □ American Indian or Alaskan Native (>50%)
A □ Asian (>50%)
B □ Black or African American (>50%)
F □ Filipino (>50%)
H □ Hispanic or Latino (>50%)
N □ Native Hawaiian or other Pacific Islander (>50%)
W □ White (>50%)

Number of Entry Level Positions available through the life of the contract:___________
Number of other positions available through the life of the contract:_______________

This information to be completed by County:
Contract #:_________
Contract Amount: ________________
Contract Term: ________________
Vendor agrees to provide Alameda County (through East Bay Works and Social Services Agency), ten (10) working days to refer to Vendor, potential candidates to be considered by Vendor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County, that Vendor has available during the life of the contract before advertising to the general public. Vendor will also provide the County with specific job requirements for new or vacant positions. Vendor agrees to use its best efforts to fill its employment vacancies with candidates referred by County, but final decision of whether or not to offer employment, and the terms and conditions thereof, to the candidate(s) rest solely within the discretion of the Vendor.

Alameda County (through East Bay Works and Social Services Agency) agrees to only refer pre-screened qualified applicants, based on vendor specifications, to vendor for interviews for prospective employment by Vendor (see Incentives for Vendor Participation under Vendor/First Source Program located on the Small Local Emerging Business (SLEB) Website, http://www.co.alameda.ca.us/gsa/sleb/vendor.shtml

__________________________________________  _______________________
(Vendor Signature) (Date)

__________________________________________
(Company Name)
EXHIBIT I
COUNTY OF ALAMEDA

RFQ 10125/JB/03
For
Genetic Paternity Testing
Exceptions, Clarifications, Amendments

List below requests for clarifications, exceptions and amendments, if any, to the RFQ and its exhibits, including Exhibit J, and submit with your bid response.
The County is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Reference To:</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Page No.</td>
<td>Paragraph No.</td>
</tr>
</tbody>
</table>

Contractor:
EXHIBIT J –

STANDARD AGREEMENT/PURCHASE ORDER #

COUNTY OF ALAMEDA

______________________________ SERVICES AGREEMENT

This Agreement, dated as of ___________________, 2003, is by and between the County of Alameda, hereinafter referred to as the “County”, and ________________, hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain ________________ services which are more fully described in Exhibit A hereto (“_____________Services”); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain and employ Contractor to provide _____________ Services, and Contractor accepts such employment, on the 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 B   Payment Terms
Exhibit C   Insurance Requirements

The term of this Agreement shall be from ________________ through ________________

The compensation payable to Contractor hereunder shall not exceed (dollar amount written out) ($______________) 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

By: ____________________________
___
—
Purchasing Agent

Date: ____________________________
___

CONTRACTOR/COMPANY NAME

By: ____________________________
___
—
Signature

Name: ____________________________
___
—
(Printed)

Title: ____________________________
___

Date: ____________________________
___

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.
ADDITIONAL PROVISIONS

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 over 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 (1) is attributable to bodily injury, sickness, disease or 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, and (2) is caused in whole or in part by any negligent act, omission or willful misconduct of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

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. WORKERS’ COMPENSATION: Contractor shall provide Workers’ Compensation insurance 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.

5. 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 failure 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.

6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.

7. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.

8. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

9. 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 9 shall not extend to any computer software used to create such Documents and Materials.

10. 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 11 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.

11. 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

____________________________________

Attn.: ______________________

To Contractor: _____________________________

____________________________________

Attn: ______________________

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.

12. 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.
13. **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 do so 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.

14. **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 section 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.

15. 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.

16. 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 9 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.

17. 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.

18. TERMINATION: The County 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 Contractor prior written notice. In the event that the 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 ___________ Services shall not exceed $ _________________.

19. SMALL, LOCAL AND EMERGING BUSINESS PARTICIPATION: Contractor
shall subcontract with company name (street address, city, state; Principal, name),
for services to be provided under this Agreement in an amount of at least twenty
percent (20%) of the contract value of this Agreement in accordance with County’s
Small and Emerging Locally owned Business provision in Request For Proposal No. _______________, pages ___________, Section _____ paragraph B (“SLEB Requirements”).

20. FIRST SOURCE PROGRAM: 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, as provided in this Agreement and in
accordance with the County’s Request for Proposal No. ___________, Specifications, Terms and Conditions and Exhibits (Ref. Section _____, paragraph C.).

21. CHOICE OF LAW: This Agreement, and any dispute arising from the
relationship between the parties to this Agreement, shall be governed by the laws
of the State of California, excluding any laws that direct the application of another
jurisdiction’s laws.

22. 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.

23. 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 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.

24. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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 9), and Conflict of Interest (Paragraph 10), shall survive termination or expiration.

30. 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.

31. 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.

A. 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.

B. If Contractor is obligated to defend County pursuant to this Section 34 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 incurred in relationship with County’s defense and/or settlement of such proceeding.

C. 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.

D. Notwithstanding this Section 31, 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.

32. 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.

[END OF ADDITIONAL PROVISIONS]
RFQ 10125/JB/03
For
Genetic Paternity Testing

EXHIBIT M
RFQ VENDOR BID LIST

Below is the Vendor Bid List for this project consisting of vendors who have responded to RFI No. 10056/FG/02, and/or been issued a copy of this RFQ. This Vendor Bid List is being provided for informational purposes to assist bidders in making contact with other businesses as needed to develop local small and emerging business partnering relationships to meet the requirements of the Small Local Emerging Business (SLEB) Program (described within this RFQ). For additional information regarding the SLEB Program, please visit our website at http://www.acgov.org/gsa/sleb/ and/or contact Linda Moore, Business Outreach Officer, at Linda.Moore@acgov.org, or (510) 208-9717.

Potential bidders are strongly encouraged, but not required, to attend the Networking/Bidders Conferences in order to further facilitate partnering relationships. Vendors who attend the Networking/Bidders Conferences will be added to the Vendor Bid List. Please see the RFQ sections entitled ‘Calendar of Events’ and ‘Networking/Bidders Conferences’ for additional information. The Networking/Bidders Conferences scheduled for all current projects are posted on the GSA Calendar of Events website at http://www.acgov.org/gsa/Calendar.jsp. An RFQ Addendum will be issued to all vendors on the Vendor Bid List following the Networking/Bidders Conferences and will include contact information for each vendor attendee.

<table>
<thead>
<tr>
<th>#</th>
<th>Business Name</th>
<th>Street Address</th>
<th>City</th>
<th>ST</th>
<th>Zip</th>
<th>Contact</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Delton Scientific, Inc.</td>
<td>7484 Lorge Circle</td>
<td>Huntington Beach</td>
<td>CA</td>
<td>92647</td>
<td>Lilia Valdez</td>
<td>(714) 841-6636</td>
<td><a href="mailto:delonsci@msn.com">delonsci@msn.com</a></td>
</tr>
<tr>
<td>2</td>
<td>Global Drug &amp; Alcohol DNA Test</td>
<td>580 Grand Ave.</td>
<td>Oakland</td>
<td>CA</td>
<td>94610</td>
<td>John Simmons</td>
<td>(510) 268-4901</td>
<td>no email</td>
</tr>
<tr>
<td>3</td>
<td>Global Value</td>
<td>3675 Dickenson Common</td>
<td>Fremont</td>
<td>CA</td>
<td>94538</td>
<td>Eric Pan</td>
<td>(510) 252-0878</td>
<td><a href="mailto:epan@globalvalue.us">epan@globalvalue.us</a></td>
</tr>
<tr>
<td>4</td>
<td>LabCorps</td>
<td>1440 York Court Ext.</td>
<td>Burlington</td>
<td>NC</td>
<td>27215</td>
<td>Lisa Hartley</td>
<td>(800) 222-7566x67447</td>
<td><a href="mailto:lisa_hartley@labcorp.com">lisa_hartley@labcorp.com</a></td>
</tr>
<tr>
<td>5</td>
<td>Long Beach Genetics, Inc.</td>
<td>2384 E. Pacifica Place</td>
<td>Rancho Dominguez</td>
<td>CA</td>
<td>90220</td>
<td>John A. Taddie, PhD</td>
<td>(310) 632-8900</td>
<td><a href="mailto:john.taddie@esoterix.com">john.taddie@esoterix.com</a></td>
</tr>
<tr>
<td>6</td>
<td>Orchid Genescreen</td>
<td>2947 Eyde Parkway</td>
<td>East Lansing</td>
<td>MI</td>
<td>48823</td>
<td>Ms. Tracy Kuchuk</td>
<td>(517) 349-3890</td>
<td><a href="mailto:tkuchuk@orchid.com">tkuchuk@orchid.com</a></td>
</tr>
<tr>
<td>7</td>
<td>ReliaGene Technologies, Inc.</td>
<td>5525 Mounes St., Suite 101</td>
<td>New Orleans</td>
<td>LA</td>
<td>70123</td>
<td>Stephen J. Hickman</td>
<td>(504) 734-9700</td>
<td><a href="mailto:shickman@reliagene.com">shickman@reliagene.com</a></td>
</tr>
<tr>
<td>8</td>
<td>Worforce Med Center</td>
<td>604 Chevelle Court Suite B</td>
<td>Baton Rouge</td>
<td>LA</td>
<td>70806</td>
<td>Mr. Jamie Zernott</td>
<td>(800) 533-9571</td>
<td><a href="mailto:jamie@workforcemedcenter.com">jamie@workforcemedcenter.com</a></td>
</tr>
</tbody>
</table>