COUNTY OF ALAMEDA

Questions & Answers

to

RFP No. 902010

### for

FORENSIC TOXICOLOGY SERVICES

**Networking/Bidders Conference Held on June 28, 2021**

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| **This County of Alameda, General Services Agency (GSA), RFP Questions & Answers (Q&A) has been electronically issued to potential bidders via e-mail. E-mail addresses used are those in the County’s Small Local Emerging Business (SLEB) Vendor Database or from other sources. If you have registered or are certified as a SLEB, please ensure that the complete and accurate e-mail address is noted and kept updated in the SLEB Vendor Database. This RFP Q&A will also be posted on the GSA Contracting Opportunities website located at** [**Alameda County Current Contracting Opportunities**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/)**.**  |

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Thank you for your participation and interest in the County of Alameda.

All the questions are direct copy and paste from written questions emailed by Bidders. In the answers of these questions, the County of Alameda shall be noted as “County”. The Questions and Answers are the final stance of the County. Please consider this document in preparation of your bid response.

**Questions and Answers:**

1. Page 7. Section D.1.b.4; Testing – Can the County please clarify what it means by no specific “cut-off” for the LOD?
	1. **The limits of detection are determined by the vendor based on their internal instrument validation studies. The County does not establish those limits.**
2. Page 8. Section D.1.e.1; Reports – Will the County will accept “chain of custody” information provided in the litigation packet in lieu of providing this information on the final report?
	1. **No. The County will not accept “chain of custody” information provided in the litigation packet in lieu of providing this information on the final report.**
3. Page 9. Section D.1.e.2; Reports – Can the County please clarify if the timeframes specified in subsections a-e (sic) are in calendar days or business days?
	1. **The timeframes specified are in business days.**
4. Page 9. Section E.2.a.; Reports – Will it be acceptable for blood alcohol or urine to be reported within 10-14 days from receipt of samples?
	1. **The County may consider results being reported no later than 10 business days.**
5. Page 9. Section D.2.e.2; Reports – Would the County accept a verbal partial report on a case by case basis for the subsections a-c due to the short expected turnaround time?
	1. **The County will not accept verbal partial reports.**
6. Page 9. Section D.1.g.; - States that “Bidders’ laboratory shall provide services on a retail level for families that may want to pay for tests of specimens of decedents that the Coroner’s Bureau determined were not necessary for its purposes.” Can the County confirm that offering these services shall be at the discretion of the Contractor?
	1. **Yes. The laboratory services provided as detailed in Section D.1.g may be offered at the discretion of the Contractor.**
7. Page 9. Section D.1.h.2.b; Protection of Data - Will the County consider accepting a timeframe greater than “24 hours upon discovery, such as a timeframe for notification of breach within 72 hours to allow time to investigate and ensure all information is gathered prior to reporting to the County?
	1. **The County will consider within 72 hours (3 business days) allowed for investigation and reporting to the County.**
8. Page 12 & 13-14. Section D.2.e.2 & D.3.d.2; Preservation & Chain of Custody – Will the County accept a refrigeration range of 2-8 Celcius for sample storage?
	1. **Yes. The County will accept a refrigeration range of 2-8 Celcus for sample storage.**
9. Page 12 & 14. Section D.2.e.4 & D.3.d.3; Preservation & Chain of Custody – Would it be acceptable to provide a one-year storage of all specimens and upon request return any samples to the County at no additional charge?
	1. **Yes. The County will accept one-year storage of all specimens and upon request return any samples to the County at no additional charge for the Crime Laboratory and Coroner’s Bureau.**
10. Page 13. Section 3.a.2; Testing - Would it be acceptable if the vendor has submitted for The Title 17 of the California Code of Regulations and were scheduled and approved for the Title 17 certification within sixty (60) days of the contract start date?
	1. **All bidders are encouraged to review the Title 17 requirements for testing laboratories and make a determination as to what the State requires in regards to “certification”, documents to provide, and analyst training requirements. These requirements must be met for the Crime Laboratory portion of this RFP prior to contract start date.**
11. Page 25. Section K.2; Term/Termination/Renewal – Can the County confirm that mutually agreed upon price increases are allowed under the additional two-year extension term?
	1. **As stated in the RFP, Page 25, Section K.2:**

**By mutual agreement, any contract which may be awarded pursuant to this RFP, may be extended for an additional two-year term at agreed prices with all other terms and conditions remaining the same.**

1. Page 26. Section M.4.b.; Taxes and freight charges – This subsection refers to “costs of bonds” Can the County confirm no bid bond is required?
	1. **A bid bond will not be required for this RFP.**
2. Page 27. Section N.3.; Small Emerging Locally Owned Business - This section outlines the SLEB program as a requirement of this RFP, but the Agreement template provided for review as part of this RFP implies that participation in this program can be waived. Can the County confirm whether a waiver for participation in the SLEB program would be considered for an out of state Contractor?

**A13)** **For this RFP, the SLEB requirements are NOT waived. Bidders, however, may take exception to the SLEB requirement. All exceptions to bid specifications/requirements must be listed on page 13 of the REVISED Exhibit A – Bid Response Packet (Exceptions and Clarifications). Please note, however, that the County is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification.**

1. Page 29. Section P.5.; Invoices - Can the County confirm that the Contractor can utilize its standard invoices?
	1. **Yes, but subject to be reviewed and approved by the County.**
2. Bid Response. Page 42. Under Table of Key Personnel section it states “Bidders must submit a complete resume or curriculum vitae for each key personnel listed in the table”. Due to our staff size, the total number of pages for the CVs of our key personnel would result in a several hundred pages. Would the County accept a summary narrative of key personnel and provide CVs upon request?
	1. **A CV of the lead toxicologist will be required, and a summary narrative of other staff directly involved in the testing of samples, technical review, and administrative review of laboratory reports is acceptable.**
3. Agreement. Page 6. Section 17. Can the County confirm that the audit referenced in this section will be specific to the Contractor’s work performed under this Agreement?
	1. **Section 17 on the Agreement states: 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.**

**Any changes in the General Terms and Conditions on the Agreement are subject to County Counsel approval.**

1. Bid Form A2. Item 2 – Drug of Abuse Screen (4 Drugs) for screen only with no confirmation Sreening (sic) only and providing a report goes against the ABFT accreditations. It is best practice in forensics to provide a confirmation on the initial test that has screened positive. Will it be acceptable to provide price that includes screen and confirmation?
	1. **Yes.**
2. Regarding section I.D.1.g, are vendors expected to offer the same price for retail level testing requests as they offer to the County?
	1. **No.**
3. Regarding the "Protection of Data" section I.D.1.h.2.b, would the County allow for a slightly longer notification window for exposure of County Data, such as 96 hours (business days only)? Our company has internal review processes that involve preliminary investigation and verification of any suspected data events prior to official notification, and these could take longer than 24 hours.

 **A19) See response to question 7.**

1. Regarding section I.E.2.a for the Coroner, to our knowledge most of the supplies listed here are not used as part of the current contract and appear to be the kind of supplies that the County might need to use internally, not as part of the toxicology services contract. Additionally, section I.D.2.e.1 already requires that bidders provide containers, sealers, and additives/preservatives for submitting samples. Would the County consider striking some or all of the supplies in I.E.2.a and, if necessary, instead indicating that provision of supplies not normally used for collection of toxicology samples can be negotiated post-award?
	1. **The additional sampling equipment in section I.E.2.a for the Coroner’s Bureau maybe anticipated to be used by the County for the terms of the contract and, therefore, the quotation these items are included in the Revised Bid Form A-1 Additional Coroner’s Bureau. Please see the Revised Bid Forms and Addendum 2 for further detail.**
2. On the SLEB Overview website, it indicates that "The County reserves the right to waive the small/emerging local business participation requirements on contracts over $25,000 if the additional estimated cost to the County, which may result from inclusion of the requirements, exceeds five percent (5%) of the total estimated contract amount or Ten Thousand Dollars ($10,000), whichever is less." However, in the RFP, the County indicates that bidders must subcontract with a certified SLEB for at least 20% of the bid amount. How does the County plan on evaluating whether or not the cost of including a SLEB would exceed these values and is subject to a waiver? Will this be communicated to vendors prior to bid opening so all bidders have the same expectation regarding SLEB inclusion as a requirement versus a preference?

**A21) For this RFP, the SLEB requirements are not waived. All Bidders must meet the SLEB requirements outlined in the RFP. In addition, Bidders are not required to be SLEB certified in order to submit a proposal on this RFP; however, a non-SLEB Bidder would be required to subcontractor a minimum of 20% to a SLEB certified organization. The County reserve the right to waive the SLEB requirement.**

 **While the SLEB requirements are not waived, please note that certain bidding entities may be exempt from the SLEB requirements and are not required to subcontract with a SLEB. These entities include, but are not limited to, non-profit community-based organizations (CBO) that provide services directly to County clients/residents, as well as non-profit religious organizations (NPO). A full list of exempt entities can be found on the County’s website at:** [**http://www.acgov.org/auditor/sleb/overview.htm**](http://www.acgov.org/auditor/sleb/overview.htm)**.**

 **If a Bidder wants to claim exemption from meeting the SLEB requirements, the Bidders should put “N/A” across the SLEB Information Sheet (page 15 of the Exhibit A – Bid Response Packet) but still sign and date the sheet. In addition, the Bidder should state they are requesting exemption from the SLEB requirements on the EXCEPTIONS AND CLARIFICATIONS form (page 13 of Exhibit A – Bid Response Packet) and include which exempt entity type they are. Please note, however, that the County is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification.**

1. Also regarding SLEB participation: How does the County plan on comparing vendors if one offers a proposal with SLEB subcontracting and one does not? Will this be shared prior to the bid opening date so all bidders have the same expectation regarding SLEB inclusion? Or should all bidders propose a "with SLEB" and "without SLEB" cost?
	1. **Non SLEB certified Prime Bidders submitting proposal with SLEB subcontractors will be considered as meeting SLEB requirement for this RFP but will NOT receive 10% preference points on final evaluation. Non SLEB certified prime Bidders submitting proposal without SLEB subcontractors may be disqualified. Only the** **SLEB certified Bidder submitting proposal will receive 10% preference points on final evaluation. Please see additional information provided in response to question 21.**
2. Would the County allow for Commercial General Liability to be on a claims-made basis as opposed to per occurrence?
	1. **The County would be open to discussing a claims made policy should a contractor reach the contract negotiation phase.**
3. Would the County allow for insurance to include the County as part of a "additional insureds as per written contract" endorsement as opposed to specifically named as an additional insured? The County would still be named as a certificate holder on the evidence of insurance.
	1. **The County is accepting a blanket endorsement (e.g. "additional insureds as per written contract").**
4. Regarding cancellation of insurance, please verify that the Contractor can be responsible for this notification.
	1. **Yes. The County will allow Contractor to be responsible for notice of cancellation.**
5. Will the anticipated contract be funded in part or whole with federal funds?
	1. **No.**
6. For the Abused Drug Screen panel on tab A-1 (Coroner), we notice that THC is not included. Could the County please clarify why THC isn't part of that panel? Does the County wish to add THC to that panel as a requirement for the coming contract?
	1. **Yes. Please see the Revised Bid Forms.**
7. For the Drugs of Abuse panel on tab A-2 (Crime Lab), we notice that THC is not included. Could the County please clarify why THC isn't part of that panel? Does the County wish to add THC to that panel as a requirement for the coming contract?
	1. **Yes. Please see the Revised Bid Forms.**
8. On tab A-1 (Coroner), where no specimen type is identified (i.e. lines 1-4), should we presume pricing would be for blood and/or urine only?
	1. **The pricing would be for blood, urine, vitreous, muscle, and organ samples. Please see the Revised Bid Forms.**
9. On tab A-2 (Crime Lab), where no specimen type is identified (i.e. lines 3-6), please verify that pricing would be for blood and/or urine only.
	1. **The samples for Criminalistics Laboratory are blood and urine only. Please see the Revised Bid Forms.**
10. On tab A-1 (Coroner), please verify that the “Tissue Prep” fee in line #12 is only to be utilized for tests in line items 1-4 if they are performed in tissue (i.e. specialty tests not shown on A-1 would be subject to separate price negotiation, including for tissue testing).
	1. **Yes, only if priced separately from the cost of testing the tissue.**
11. On tab A-1 Additional (Coroner), the instructions say that expert witness fees/litigation support are not the responsibility of the Coroner’s Bureau. Who would be paying these fees?
	1. **Any expert witness fees/litigation support falls outside the scope of this RFP and the resulting contract. Any such fees would be the responsibility of the party separately retaining such services, e.g., private defense counsel, private plaintiff counsel, district attorney’s offices, public defender offices, etc.**
12. On tab A-2 (Crime Lab), the instructions say that expert witness fees/litigation support are not the responsibility of the Criminalistic Laboratory. Who would be paying these fees?
	1. **See response to question 32.**