



**State of Alabama
Department of Mental Health
Central Purchasing
Solicitation**

Solicitation RFB 061 24000000609	Document Phase Final	Document Description DRUG TESTING
Procurement Folder 1909720	Creation Date 02/07/24	Print Date 02/07/24

Request for Bids

CONTACTS

Contact	Name	E-mail	Phone
Requestor:	Annette Waites	Annette.Waites@mh.alabama.gov	334-353-7128
Issuer:	Annette Waites	Annette.Waites@mh.alabama.gov	334-353-7128
Buyer:	Annette Waites	Annette.Waites@mh.alabama.gov	334-353-7128

Bids will be accepted from: 02/07/24
to: 02/28/24 10:00 AM
Bids will be opened: 2/28/24 11:00 AM

TO BE COMPLETED BY VENDOR

Information in this section should be provided as appropriate. Bid Response must be in ink or typed with original signature and notarization.

1. Delivery: Can be made _____ days or _____ weeks after receipt of order.
2. Terms: _____ (Discounts are taken without regard to date of payment.)
3. Prices valid for acceptance within _____ days.
4. Vendor's quotation reference number, if any: _____ (this number will appear on the purchase order.)
5. E-mail address: _____ Internet Website: _____
6. General Contractor's License No: _____ Type of G.C. License: _____

Return invitation to bid:

Regular Mail

State of Alabama
Alabama Mental Health
Purchasing Office
P.O. Box 301410
Montgomery, AL 36130-1410

Courier

State of Alabama
Alabama Mental Health
Purchasing Office
100 N. Union St. Suite 570
Montgomery, AL 36104

Signature and Notarization Required

I have read the entire bid and agree to furnish each item offered at the price quoted. I hereby affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.

Sworn to and

VSS Vendor Number

Authorized Signature (Ink)

Subscribed before me this

Company Name

Type/Print Authorized Name

Day of _____

Mail Address

Title

Notary Public

City, State, Zip

Toll Free Number

Term Expiration:

Phone Including Area Code

Fax Number

COMMODITY INFORMATION

Group: 1 Default Commodity Group **Line:** 1 **Line Type:** Item
Commodity Code: 96130 **Quantity:** 1.00000
Commodity Description: Employment Agency and Search Firm Service, **Unit:** Each
Extended Amount: **Unit Price:**
Preferred Vendor: _____
Extended Description:

Laboratory Service to Include Collection Testing and Medical Review Officer's Review of all Urine Drug Screens Using Enzyme Immundassay Methodology and When Applicable the Gas Chromatography/Mass Spectrometry Procedure. 5 Panals Group A Only...

Employment Agency and Search Firm Service, Including Background Investigations and Drug Testing for Employment

SHIPPING AND BILLING**Shipping**

ADMH- Central Office Contracts & Purchasing
Annette Waites...Room 570
100 N Union
RSA Union Building
Montgomery, AL 36130

Delivery Date:

Billing

ADMH- Central Office Accounts Payable
100 North Union / Phone: 334-242-3799
RSA Union Building-Suite 568
AccountsPayable.DMH@mh.alabama.gov
Montgomery, AL 36130

Delivery Type:

COMMODITY INFORMATION

Group: 1 Default Commodity Group **Line:** 2 **Line Type:** Item
Commodity Code: 96130 **Quantity:** 1.00000
Commodity Description: Employment Agency and Search Firm Service, **Unit:** Each
Extended Amount: **Unit Price:**
Preferred Vendor: _____
Extended Description:

Laboratory Service to Include Collection Testing and Medical Review Officer's Review of all Urine Drug Screens Using Enzyme Immundassay Methodology and When Applicable the Gas Chromatography/Mass Spectrometry Procedure. 10 Panals Group A and B...

Employment Agency and Search Firm Service, Including Background Investigations and Drug Testing for Employment

SHIPPING AND BILLING**Shipping**

ADMH- Central Office Contracts & Purchasing
Annette Waites...Room 570
100 N Union
RSA Union Building
Montgomery, AL 36130

Delivery Date:

Billing

ADMH- Central Office Accounts Payable
100 North Union / Phone: 334-242-3799
RSA Union Building-Suite 568
AccountsPayable.DMH@mh.alabama.gov
Montgomery, AL 36130

Delivery Type:

COMMODITY INFORMATION

Group: 1 Default Commodity Group **Line:** 3 **Line Type:** Item
Commodity Code:

96150 **Quantity:** 1.00000
Commodity Description: Legal Services Including Depositions and Expert **Unit:** Hour
Extended Amount: **Unit Price:**
Preferred Vendor: _____

Extended Description:

Laboratory Service, Forensic Toxicologist, Including Expert Witness, Deposition, and Record Retrieval for Litigation

Legal Services Including Depositions and Expert Witness Testimony

SHIPPING AND BILLING

Shipping

ADMH- Central Office Contracts & Purchasing
Annette Waites...Room 570
100 N Union
RSA Union Building
Montgomery, AL 36130

Delivery Date:

Billing

ADMH- Central Office Accounts Payable
100 North Union / Phone: 334-242-3799
RSA Union Building-Suite 568
AccountsPayable.DMH@mh.alabama.gov
Montgomery, AL 36130

Delivery Type:

COMMODITY INFORMATION

Group: 1 Default Commodity Group **Line:** 4 **Line Type:** Item
Commodity Code: 96150 **Quantity:** 1.00000
Commodity Description: Legal Services Including Depositions and Expert **Unit:** Each
Extended Amount: **Unit Price:**
Preferred Vendor: _____

Extended Description:

Record Retrieval, Litigation Packet Containing all Records

Legal Services Including Depositions and Expert Witness Testimony

SHIPPING AND BILLING

Shipping

ADMH- Central Office Contracts & Purchasing
Annette Waites...Room 570
100 N Union
RSA Union Building
Montgomery, AL 36130

Delivery Date:

Billing

ADMH- Central Office Accounts Payable
100 North Union / Phone: 334-242-3799
RSA Union Building-Suite 568
AccountsPayable.DMH@mh.alabama.gov
Montgomery, AL 36130

Delivery Type:

COMMODITY INFORMATION

Group: 1 Default Commodity Group **Line:** 5 **Line Type:** Item
Commodity Code: 96130 **Quantity:** 1.00000
Commodity Description: Employment Agency and Search Firm Service, **Unit:** Each
Extended Amount: **Unit Price:**
Preferred Vendor: _____

Extended Description:

Service, Laboratory, Out-of-State Collection Service for Pre-Employment Drug Testing Including Collection Fee, Supplies and Transportation Cost

Employment Agency and Search Firm Service, Including Background Investigations and Drug Testing for Employment

SHIPPING AND BILLING

Shipping

ADMH- Central Office Contracts & Purchasing
Annette Waites...Room 570
100 N Union
RSA Union Building
Montgomery, AL 36130

Delivery Date:

Billing

ADMH- Central Office Accounts Payable
100 North Union / Phone: 334-242-3799
RSA Union Building-Suite 568
AccountsPayable.DMH@mh.alabama.gov
Montgomery, AL 36130

Delivery Type:

	Document Phase	Document Description	Page 5
2400000609	Final	DRUG TESTING	Total Pages: 14

AUTHORITY:

The Department of Mental Health, an agency of the State of Alabama, makes purchases under the authority granted in Acts 1965, No. 881, Acts 1984, No. 84-242, and in accordance with the State of Alabama Bid Laws, specifically Code of Alabama 1975, Section 41-16-20.

AWARD:

The Department of Mental Health reserves the right to: (1) award bids on an “all or none” basis; (2) award bids on an “item by item” basis, unless otherwise specified by bidder; (3) waive any informality in bids; (4) reject any and all bids.

BID RESPONSE INSTRUCTIONS:

In order to submit a responsible bid, bidder must read and follow all instructions, terms, conditions and specifications.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Department of Mental Health does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Department of Mental Health Office of Contracts and Purchasing prior to the “close date and time” indicated on the bid.
2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no bid). Pages should be secured. The Department of Mental Health does not assume responsibility for missing pages. Faxed/ emailed bid responses will not be accepted.
3. The unit price always governs regardless of the extended amount. A unit price change must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
4. The Department of Mental Health requires an original and a minimum of two exact copy signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

BID REJECTION:

Bidders shall not place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations, or substitutions shall result in rejection of bid.

Bids that are improperly submitted or received late will be documented for record will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

- Bid number not on envelope/package/box
- Bid response with multiple bid numbers in same envelope not properly identified
- Bid responses received late

	Document Phase	Document Description	Page 6
2400000609	Final	DRUG TESTING	Total Pages: 14

- Bid response not signed/not original signature
- Bid response not notarized/not original signature of notary/or notary expiration
- Bidder notarized own signature
- Required information not submitted with bid response
- Failure to submit the original bid and two copies
- Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended Act 2012-491)

As a condition for award of this bid, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within five (5) calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

CERTIFICATION PURSUANT TO ACT No. 2006-557:

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting and remitting Alabama state and local sales, use and/or lease tax on all taxable sales and leases in Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

MINORITY VENDOR INFORMATION:

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the Office of Minority Business Enterprises at www.adeqa.alabama.gov.

STANDARD TERMS AND CONDITIONS

VENDOR REGISTRATION AND SUBSCRIPTION FEE:

Vendor may receive bid notices by registering at the State of Alabama vendor self-serve (VSS) portal, Hyperlink: “<https://procurement.staars.alabama.gov>”. Vendors wishing to respond to bids must be subscribed. Bid responses will not be accepted from non-subscribed vendors. Once registered you may subscribe by clicking the “pay subscription fee” tab at the top of the VSS home page. Payments must be made by credit or debit card. Vendors should provide their VSS assigned number on all bid responses. A vendor’s subscription must be maintained throughout the term of an awarded contract to include renewal periods.

	Document Phase	Document Description	Page 7
2400000609	Final	DRUG TESTING	Total Pages: 14

INTENT TO AWARD:

The State of Alabama Department of Mental Health will issue an “Intent to Award” before the final award is made. The “Intent to Award” will continue for a period of five (5) calendar days, after which the award will be final provided there are no protest. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-44(14).

ALTERNATE BID RESPONSES:

Unless stated elsewhere in this Invitation-to-Bid (ITB) the Dept. of Mental Health accept and evaluate alternate bid submittals provided the response meets all bid requirements. Alternates will be considered. When alternate brands and/or product numbers are bid, adequate specifications for evaluation must be submitted with the bid. Final determination as to equal quality of alternate will always be made by the receiving authority.

INTERNET WEBLINKS:

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this ITB.

SALES TAX EXEMPTION:

Pursuant of the Code of Alabama, 1975, Title 40-23-4(A), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

FOREIGN ENTITIES – CERTIFICATE OF AUTHORITY:

Alabama Law provides that a foreign entity (out of state company/firm) as identified in Section 10A-1-7.01 Code of Alabama 1975, not otherwise exempted by Section 10A-17.02 Code of Alabama Section 1975, may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporate Division, (334) 242-52324. The Certificate of Authority does not prevent the vendor from submitting a bid.

BOYCOTT:

“Pursuant to Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with jurisdiction with which this state can enjoy open trade.”

PRODUCT DELIVERY, RECEIVING AND ACCEPTANCE:

In accordance with the Uniform Commercial Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

FREIGHT:

Bid is F.O.B. destination. Any freight charges must be included in the bid prices. Do not include freight as separate line item. The vendor must assume all responsibility for damage in transit.

	Document Phase	Document Description	Page 8
2400000609	Final	DRUG TESTING	Total Pages: 14

INVOICES:

Vendor understands and agrees that it has an affirmative duty to submit invoices accurately and on time. For purposes of this contract, this means that vendor shall submit all invoices by the fifth (5th) day of each month (or the next business day if the fifth falls on a weekend or State holiday) following the rendering of services or product that is required by this contract.

ALABAMA PREFERRED VENDOR:

A 'Preferred Vendor' shall be a person, firm, or corporation that is granted priority by meeting all of the following criteria as established by Section 41-16-20, Code of Alabama, 1975

Priority 1. Produces or manufactures the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

	Document Phase	Document Description	Page 9
2400000609	Final	DRUG TESTING	Total Pages: 14

DEPARTMENT OF MENTAL HEALTH DRUG TESTING

The purpose of this RFB is to solicit bids from qualified vendors to establish a contract for a drug testing program in accordance with the provided specifications. Testing will include pre-employment, suspicion-less, and reasonable suspicion testing at various times, dates and locations throughout the state as need arise.

The contract shall be for a period of twenty-four months from date of award with an option to issue a third, fourth, and fifth twelve month contract under the same pricing, terms and conditions, if requested by the Department of Mental Health (DMH) and agreed upon by the vendor.

All drug testing to follow appropriate Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines and U.S. Department of Transportation (DOT) 49 C.F.R. part 40 standards and all laws of the State of Alabama including Code of Alabama 1995, section 25-4-78 (3) A as amended.

Bids must be submitted for the entire Drug Testing Program. A vendor may not subcontract any portion of the contract without first submitting the proposed subcontractor's qualifications to DMH Purchasing Office, along with a list of the specific services to be provided by the subcontractor. Then if the subcontractor is approved, written notification from the DMH will be sent to the vendor. No work is to be performed by any subcontractor prior to the vendor's written receipt of approval from DMH for that particular subcontractor.

REQUIRED SERVICE INFORMATION

Vendor must provide the following services and submit the requested information with bid response, otherwise, bid will be rejected.

Describe your organization including its history and structure. Include the company name, the legal status of the company, the length of time in business, any previous names by which the vendor conducted business, home office address and phone number. State whether the firm is local, regional, national or international. Include the location of each facility from which the services will be administered and the range of drug testing services performed by the vendor and locations such services are performed.

The vendor must maintain records concerning the collection process and test results for at least one (1) year for a positive test or longer if litigation is ensues and at least one (1) week for negative test, and assure that all positive urine specimens are retained by the drug testing lab for a minimum of one (1) year. Chain of custody should be retained for two years. The vendor must assure all test results are forwarded directly to the Medical Review Officer (MRO) for disposition to appropriate DHM representatives. The vendor must provide DMH representative with monthly summary of all test conducted. Maintenance of all records and samples shall follow appropriate SAMHSA guidelines and DOT regulations.

Vendor must provide employee compliance identification and verification. Bid must include identification procedures.

Accessibility and availability of customer services and representatives must be provided.

	Document Phase	Document Description	Page 10
2400000609	Final	DRUG TESTING	Total Pages: 14

Vendor will submit monthly invoices to DMH Facilities reflecting fees for drug tests. These invoices must include the testing date, name of employee, employee identification number, and type of test given. The invoices shall reflect services provided to DMH in the prior month.

SPECIMEN COLLECTION SERVICES:

Vendor must provide collection sites located in conjunction with Department Facilities for pre-employment, suspicion-less, reasonable suspicion, and follow-up testing. All specimen collection must be done in accordance with SAMHSA guidelines.

The following are a list of Department Facilities and their locations:

Bryce Hospital
1651 Ruby Tyler Parkway
Tuscaloosa, AL 35404

Mary Stark Harper
115 Harper Court
Tuscaloosa, AL 35401

Taylor Hardin Secure Medical
1301 Jack Warner Pkway NE
Tuscaloosa, AL 35404

Department of Mental Health Administrative Offices
100 RSA Union Bld
PO Box 301410
Montgomery, AL 36130-1410

Out-of-state collection:

DMH Representative will contact vendor to arrange for out-of-state collection service. Vendor shall locate and make arrangements for collection at nearest collection site to the pre-employment applicant. Vendor shall provide all necessary testing supplies and transportation.

DMH does not know the exact usage that will be required. DMH does not guarantee that any specific amount of test will be ordered.

The vendor must provide the proper chain of custody procedures according to SAMHSA regulations and all necessary forms relating thereto.

The vendor must provide all collection supplies.

The vendor must provide transportation of each specimens to a SAMHSA certified laboratory.

The vendor must monitor collection procedures.

The vendor must establish the capability to handle testing during periods when other facilities may be unavailable (nights, weekends, holidays, etc.) for sample collection.

LABORATORY SERVICES:

The vendor must provide SAMHSA certified testing laboratories, certifications of laboratory directors and technicians in each laboratory, and a description of the laboratory's quality control program must be submitted with the vendor's bid. The vendor must ensure that all testing and

	Document Phase	Document Description	Page 11
2400000609	Final	DRUG TESTING	Total Pages: 14

storage of specimens, primary and split, are in accordance with applicable Federal, State and Local regulations.

The vendor must report negative result confirmations to Medical Review Officer (MRO) within 24 hours; confirmed positive results must be reported to the MRO within 48 hrs. Conformation must be done in compliance with the applicable Federal, State and Local regulations.

The vendor must provide reports to DMH points of contact using confidential protocol.

The vendor must provide proper documentation and storage of test results.

The vendor must provide test results reports and monthly summaries to MRO in accordance with DMH and SAMHSA regulations.

The vendor must conduct urinalysis drug tests for the following:

GROUP A

Amphetamines
Cocaine
Marijuana
Opiates
Phencyclidine

GROUP B

Methadone
Propoxphene CL
Methaqualone
Barbituates
Benzodiazapenes

Detection limits shall be consistent with SAMHSA regulations using screening and gas chromatography/mass spectrometry (GC/MS) confirmation including cutoff levels under the most current SAMHSA and DOT guidelines.

Split samples are required. Vendors must provide for split samples in accordance with SAMHSA guidelines.

The laboratory must have at least one qualified forensic toxicologist available to provide litigation assistance to include expert witness testimony and depositions, as needed at no additional charge to the DMH and/or State of Alabama.

MEDICAL REVIEW OFFICER SERVICES

The vendor must provide the services of a Medical Review Officer (MRO) who is a licensed physician and knowledgeable of substance abuse disorders with the appropriate medical training to interpret and evaluate positive and suspicious negative test results together with the medical history and any other relevant biomedical information of the donor.

The MRO shall contact donors for medical information.

The MRO shall investigate information, review it, and make a determination as to the positive or negative status of substance use.

	Document Phase	Document Description	Page 12
2400000609	Final	DRUG TESTING	Total Pages: 14

Test results must be communicated to DMH Facility Directors using confidential protocol and in legally acceptable format.

Negative test results must be provided within 24 hours after receipt from laboratory and positive test within 48 or current SAMHSA guidelines.

Summary reports must be provided to DMH representative monthly, including type and number of test, dates of test and tests results.

Documentation of all test results must be provided in accordance with applicable SAMHSA rules and regulations.

MRO must provide physical examinations, if required, at no additional cost to DMH and/or State of Alabama.

Any possible conflict of interest and/or common ownership interests between laboratories and MRO must be included in the vendor's bid response.

GENERAL INFORMATION

In addition to the information required for the specific categories of management /administration, specimen collection services, laboratory services, medical review office services, all bid responses must also contain the following general information:

The name, business address, and telephone number of the person responsible for this bid response.

The name, title, credentials, business address, and telephone number of the person in the vendor's organization who will be responsible for the day to day operation of the contract.

Any outstanding litigation that could threaten the viability of your business organization.

Vendor shall provide five references for which they currently provide an employee drug testing program. Each reference's name, business address, telephone number and contact person currently employed by the reference, who can discuss the vendor's credentials. The period the vendor has provided the service to each reference must also be included.

The successful vendor shall obtain and keep in force at vendor's expense, all permits and licenses required by applicable governmental authorities for performance by the vendor of all covenants herein contained on the part of the vendor.

The contractor shall be responsible for providing the time necessary to render the above services in a professional manner and for all related taxes to include, but not limited to FICA, Federal, and State income taxes. DMH and/or the State of Alabama are not responsible for any taxes or related items under this agreement.

INSURANCE AGREEMENT:

The successful vendor shall maintain in full force and effect at all times, the following insurance coverage:

Public liability insurance shall be an amount not less than five hundred thousand dollars (\$500,000.00) for bodily injuries, including wrongful death to any person, and subject to the

	Document Phase	Document Description	Page 13
2400000609	Final	DRUG TESTING	Total Pages: 14

same limit for each person, in an amount not less than one million dollars (\$1,000,000.00) on account for all accidents.

Property damage insurance in an amount not less than five hundred thousand dollars (\$500,000.00) for damages on account of any one accident, and in amount not less than one million dollars (\$1,000,000.00) for damage on account of all accidents. Automobile property damage shall be no less than five hundred thousand dollars (\$500,000.00). The limits specified herein are minimum limits.

Business automobile insurance for owned, non-owned, hired, leased and rented vehicles, and automobile contractual liability coverage (including rental and lease agreements), with single limit of liability of not less than \$1,000,000.00.

Employee dishonesty insurance under a commercial crime or blanket crime policy, which shall also provide coverage for theft by vendor's employee of any property owned by purchaser, with coverage of no less than \$1,000,000.00.

Copies of the above referenced insurance coverage must be in the DMH Purchasing Office within seven (7) calendar days of receipt of notification of pending award. Vendor will not receive contract award until all required information has been received in the DMH Purchasing Office. Insurance must be kept current throughout the life of the contract. The vendor must provide copies of any modifications made to any of the aforementioned insurance policies to the DMH Purchasing Office at once.

Each bid should also include any information that would be helpful to DMH in determining the vendor's ability to provide the listed services, including but not limited to information on licenses, certifications, training and experience of individuals responsible for the enumerated services, availability of such services during non-business hours, and availability of experts to provide litigation assistance, including expert witness testimony and depositions, at no additional cost to DMH and or State of Alabama.

AVAILABILITY, MAINTENANCE AND RETENTION OF RECORDS:

Contractor agrees to maintain and make available all records, books, audit working papers, etc., relevant to funds received from the Department. Said records, books, etc., shall be readily available to the Department or the State examiners of Public Accountants representatives upon request. Proper documentation must be obtained/retained for at least three (3) fiscal years beyond the end of the contract period if 100% State funded, and for at least five (5) years if federally funded. DMH fiscal year begins on Oct. 1 and ends Sept. 30.

PREPARATION AND SUBMISSION OF BID:

This invitation to bid must be completed, signed, notarized, and returned in accordance with instructions listed herein. The vendor is to submit one (1) original and 3 copies. Each of which is to be labeled and contain all of the required documentation necessary to address all the information requested and conform to the terms, conditions and specifications set forth herein. Vendors may include any additional supplemental information that they consider necessary for a full and fair presentation and evaluation. Supplemental information should be provided as attachments to the bid.

BID PRICE FORMAT:

The vendor must indicate firm fixed prices for each line listed on the pricing sheet or bid will not be considered. The cost of quality control procedures, record keeping, storage, shipping and

	Document Phase	Document Description	Page 14
2400000609	Final	DRUG TESTING	Total Pages: 14

handling fees, etc. should be included in and be a part of the cost per test. DMH reserves the right to reject all bids, and make no contract award from this RFB.

CANCELLATION OF CONTRACT:

Any contract awarded from this RFB may be terminated by either party by submitting a thirty (30) day written notification to the other party prior to cancellation date.

E-Verify

Contractor understands that Contractor shall provide a complete copy of e-verify memorandum of understanding (MOU) which is generated when the business entity or employer enrolls in that program, bearing the number assigned to the MOU by Homeland Security: establishing that the business entity has registered to participate in e-verify for the duration of this contract, and shall verify every employee who is registered to be verified according to the applicable Federal rules and regulations.