



Town of Los Gatos

REQUEST FOR PROPOSALS

DRUG AND ALCOHOL TESTING SERVICES

Date Issued: June 1, 2023

**Proposal Submittal Deadline:
Friday, June 16, 2023 by 5:00 pm**

Issued By: Town of Los Gatos
Human Resources
110 E Main Street
Los Gatos, CA 95030
www.losgatosca.gov

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TABLE OF CONTENTS

DRUG AND ALCHOL TESTING SERVICES

A. PURPOSE 3
B. OVERVIEW 3
C. MINIMUM QUALIFICATIONS 6
D. General Provisions and Requirements 7
E. Scope of Services 7
F. Proposal Format and Submittal Requirements 10
 Submitting the Proposal: 10
 Addenda 9
G. Evaluation Process 9
 Proposal eval 10
 Oral Interview (if necessary) 11
H. Additional Information 11
I. Attachments 15

ATTACHMENTS ARE AS FOLLOWS:

- ATTACHMENT 1 - CONFLICT OF INTEREST STATEMENT (FOR SUBMITTAL)
- ATTACHMENT 2 - NON-COLLUSION DECLARATION (FOR SUBMITTAL)
- ATTACHMENT 3 - REFERENCES (FOR SUBMITTAL)
- ATTACHMENT 4 - STATEMENT REGARDING INSURANCE COVERAGE AND WORKER’S
 COMPENSATION INSURANCE ACKNOWLEDGMENT CERTIFICATE
 (FOR SUBMITTAL)
- ATTACHMENT 5 - SAMPLE CONSULTANT SERVICES AGREEMENT (INFORMATION)

Schedule of Activities: The Town reserves the right to amend the schedule below as necessary.

<u>Activity</u>	<u>Anticipated Dates</u>
RFP release	June 1, 2023
Deadline for Questions Submitted By	June 16, 2023
Proposal Submission Deadline (5:00 p.m.)	June 16, 2023
Proposal Evaluation	June 20, 2023
Consultant Interviews/Presentations (if necessary)	Week of June 19, 2023
Contract Negotiations and Execution	July 1, 2023

Request for Proposals – June 2023
Drug and Alcohol Testing Services

Town's Contact: For all questions related to the RFP, email the Town's Contact listed below:

Mary Blekh
Human Resources Technician

(408) 399-5739
mblekh@losgatosca.gov

Town of Los Gatos
Human Resources
110 E. Main Street
Los Gatos, CA 95030

DRUG AND ALCOHOL TESTING SERVICES

Proposals Due: Friday, June 16, 2023 by 5:00 pm

Proposers may view and download this RFP electronically from the Town’s website at www.losgatosca.gov/2432/Requests-for-Proposals. The Proposers are responsible for checking the Town’s website for any updates and addenda related to this RFP. For any questions or assistance, please reach out to the Town’s contact: mblekh@losgatosca.gov.

A. PURPOSE

The Town of Los Gatos (Town) is seeking proposals from experienced and qualified firms, consultants, or consultant teams (Proposers) to provide drug and alcohol testing services. Proposers may either be individuals or firms.

B. OVERVIEW

The Town of Los Gatos is nestled at the base of the Sierra Azules, and is located approximately 60 miles south of San Francisco, in the southwestern portion of Santa Clara County where the Santa Clara Valley meets the lower slopes of the Santa Cruz Mountains. This beautiful setting is home to approximately 35,000 people, a diverse economy, and excellent schools.

Over 3,000 businesses serve the residents and act as a destination point for visitors who are attracted to its restaurants, hotels, and variety of shops within a pedestrian oriented downtown setting. The Town is also an inclusive community with the full mix of ages, family sizes and incomes. Los Gatos has many parks and greenbelt areas, as well as a vibrant downtown area, with Downtown Los Gatos listed on the National Register of Historic Places.

The selected consultant will work in conjunction with the Town of Los Gatos and the Town’s Human Resources department to provide drug and alcohol testing services as required by the United States Department of Transportation (DOT) for “safety-sensitive” employees to test for controlled substance (“drug”) and alcohol use.

Proposals should include information demonstrating the ability to provide full service drug and alcohol testing, compliance with DOT Regulations and all other laws, regulations, or labor agreements applicable to the Town’s employees subject to drug and alcohol testing, along with information requested in this RFP.

Request for Proposals – June 2023 Drug and Alcohol Testing Services

It is intended for the awarded consultant to enter into an initial contract term July 1, 2023 with any subsequent amendments or modifications not exceeding five (5) years (i.e., four potential one-year renewals).

Work of the selected consultant will be overseen by the Town of Los Gatos Human Resources department. Consultant will be paid for the work completed to the satisfaction of the Town. Poor performance in terms of timeliness, thoroughness, or other factors may result in termination of the contract.

C. MINIMUM QUALIFICATIONS

The Town is seeking proposals from Proposers with the following minimum qualifications with work experience within the greater San Francisco Bay Area:

1. All persons or firms must demonstrate experience administering drug and alcohol testing services. The Town desires at least ten years of experience. If a firm applies, all key personnel must be identified and each must meet the qualifications set forth in this RFP.
2. Proposers should have strong communication skills and the ability to communicate effectively with diverse populations.
3. Proposers need to demonstrate that they have no connection to the Town and its staff that may have an impact upon performance of services.
4. Preference may be given to individuals and firms who are based in the Bay Area.
5. All proposers need to provide at least three references.

Furthermore, Proposers shall also comply with the following provisions:

1. Each Proposer is responsible for determining and complying with all applicable Town business licensing requirements.
2. Each Proposer is responsible for determining and complying with all applicable professional licensing requirements.

D. General Provisions and Requirements

1. The Consultant must possess required licenses to perform the services in the State of California.
2. Questions related to the contract administration matters should be directed to the Town's Contact by [email](#) or phone.

Request for Proposals – June 2023
Drug and Alcohol Testing Services

3. The Consultant shall maintain any key personnel throughout the entire duration of services; and therefore, the Consultant shall conduct their business in a professional manner to schedule and support their personnel to provide the scope of services in a timely and professional manner. The Town must approve of any key personnel changes in advance through personnel qualifications review and oral interviews with Town staff.
4. The Consultant shall verify that all information submitted to the Town is up to the Consultant's professional standards and satisfaction. Note and report any discrepancies observed in the course of professional activities covered by the services.
5. Deliverables will be submitted in electronic format (PDF) and in native document formats such as Word, Excel, etc. unless otherwise specified.

E. Scope of Services

Drug and alcohol testing administration –

- Random selection and company notification protocol;
- Arrange for random drug testing and random breath alcohol testing at the percentage rate that meets the requirements of the DOT Regulations 49 CFR, Part 382.
- Maintain a random testing pool for DOT-regulated employees;
- Maintain random selection and random pool records;
- Provide Employer with its DOT drug and alcohol results within forty-eight (48) hours of Employer's request;
- Maintain a database of all random tests and include all other types of DOT tests into the database as reported to vendor by Employer;
- Contract with a licensed laboratory that meets the requirements of the DOT Regulations to test for the presence of drugs;
- Provide Employer with DOT regulatory updates affecting the program;

Request for Proposals – June 2023
Drug and Alcohol Testing Services

- Provide blind quality control testing for Employer as required by the DOT Regulations; and
- Contract with a Medical Review Officer.

F. Proposal Format and Submittal Requirements

Submitting the Proposal:

The proposal must be received by the Town no later than Friday, June 16 at 5:00 p.m. PST. The Town requires that all proposals be submitted electronically via email or file sharing sites. The proposal shall be clearly marked for “**Town of Los Gatos – Drug and Alcohol Testing Services Proposal**” and emailed to:

Mary Blekh, Human Resources Technician
Town of Los Gatos – Human Department
mblekh@losgatosca.gov

Each Proposer is responsible for confirming the Town’s receipt of the proposal. The Town email system has file size limitations; therefore, receipt confirmation is critical. Receipt of a proposal by any other Town office will not constitute “delivery” as required by this proposal. Each Proposer assumes full responsibility for timely delivery of its proposal. Any proposals received after the time and date specified above will be considered nonresponsive and will be returned to the consultant. Proposer must submit any requested changes to the Town’s standard contract along with their proposal. No Proposer may submit more than one proposal for this work.

Each proposal must include the following information:

Cover Letter (Maximum 2 pages) – Cover letter giving an overview of the Proposer’s general expertise, experience, and ability to perform the scope of services described in this RFP. Include a statement of your general philosophy to undertaking the work. The cover letter shall be signed by an authorized representative of the firm. **Attachment 5** is the Town’s contract template for the Consultant Services Agreement. In the cover letter, state that the Town’s contract template is acceptable to the Proposer or list any exceptions or change requests to the contract provisions.

Certification Forms – Complete and sign the following certification forms:

Request for Proposals – June 2023
Drug and Alcohol Testing Services

Attachment 1 - Conflict of Interest Statement

Attachment 2 - Non-Collusion Declaration

Attachment 4 - Statement regarding Insurance Coverage and Worker's
Compensation Insurance Acknowledgment Certificate

Review of Scope of Services (Maximum 3 pages) – Proposers must comment on their ability to realistically provide the services listed in the Proposed Scope of Services as outlined. Provide comments and suggest modifications, changes, and/or additions as appropriate. Indicate your approach to the project and what specialized skills, services, or unique insights you or your team would bring to the project. Proposals should include how action items would be identified to accomplish the goals and objectives. Describe how and when data and materials will be delivered to the Town.

Experience and Expertise – Discuss prior related experience satisfying Minimum Qualifications and what would make you or your firm qualified for providing drug and alcohol testing services. Emphasize projects of similar scope and magnitude. Any prior expertise in the implementation mechanisms should be explained. Describe experience administering drug and alcohol testing services for public agencies.

Qualifications of Key Personnel – Identify a project manager and key individuals on the consultant team and their resumes highlighting relevant qualifications and experiences. State projects that they were assigned to and their specific roles and responsibilities. Provide a statement regarding the team or firm's commitment to keep the same personnel throughout this engagement with the Town.

Timeline – Provide a timeline for each element of the proposal that is both rigorous and realistic. Timeline should include how the project will be managed and scheduled and potential ways to phase this work aligned to the approach.

Samples – Provide one to three examples of administering drug and alcohol testing services.

Disclosure of Litigation/Discipline – If you or the firm has ever been disciplined or censored by any regulatory body, disclose the principal facts. If, within the last five years, you or your firm has ever been involved in litigation or other legal proceedings relating to the provision of services, provide an explanation and indicate the current status or disposition of the proceedings.

Request for Proposals – June 2023
Drug and Alcohol Testing Services

References (complete **Attachment 3**) – A minimum of three (3) current references from past projects (of similar scope) should be provided. All references must contain relevant projects completed within the past five (5) years. Provide the following information for each reference:

Firm, Owner, or Agency Name
Address, Telephone Number
Email Address
Project Description
List of Services Provided

Insurance Coverage – If applicable, identify carriers, types, and limits of insurance carried. If selected by the Town, the Consultant shall maintain minimum coverage requirements for commercial general liability, automobile liability, professional liability, and workers' compensation as specified in the Consultant Services Agreement unless waived by the Town Attorney. The Consultant may achieve the required limits and coverage through a combination of primary and excess or umbrella liability insurance provided such policies result in the same or greater coverage as the coverages required by Town, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. If selected by the Town, the Consultant shall cause the insurance policies required herein to include the Town, and their respective officials, officers, employees, and volunteers as additional insureds for claims caused in whole or in part by the Consultant's negligent acts or omissions. The Consultant shall provide certificates of insurance to the Town that evidence compliance with the above.

Preliminary Fee Schedule – Submit a Preliminary Fee Schedule for services provided by the Proposer. The Preliminary Fee Schedule shall be inclusive of all potential work and labor including, but not limited to, the Consultant's costs for site visits and travel expenses. Each element of the proposal should be itemized and include a time frame, specific personnel to complete, and the cost associated with the item. The Town reserves the right to select from the menu of ideas presented in the proposal.

Request for Proposals – June 2023
Drug and Alcohol Testing Services

Addenda

If any revisions to this RFP become necessary, the Town shall provide responses and clarifications to questions via addenda. The last day for issuance of an addendum is Friday, June 16, 2023. A Proposer shall submit any questions or requests for clarification to the Town's Contact by Friday, June 16, 2023.

Addenda to this RFP, if issued, will be posted on the Town's website at www.losgatosca.gov/2432/Requests-for-Proposals. All proposers shall verify that the Town has issued any addenda for this Project prior to submitting the proposal and ensure that all requirements of addenda are included.

G. Evaluation Process

The Town's Human Resources department will form a committee to the proposals and will rank the Proposers. The evaluation of proposals shall be within the sole judgment and discretion of the Town. All contacts during the evaluation phase shall be through the Town's Contact only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by the Proposer to contact any reviewers of the proposals with the exception of the Town's Contact may jeopardize the integrity of the evaluation and selection process and risk possible disqualification.

During the proposal evaluation process, written questions or requests for clarification may be submitted by the Town to a Proposer regarding its proposal or related matters. Failure to respond in a timely manner to any such questions or requests may be grounds for elimination of the Proposer from further consideration.

The Town's Human Resources department and the committee will evaluate each proposal meeting the qualification requirements set forth in this RFP.

After the review of proposals, the highest-ranked Proposers may be invited for oral interviews as part of the selection process, if necessary. The Proposer will be notified of the time and date of oral interviews (likely over Zoom) and if any additional information may be required to be submitted.

Request for Proposals – June 2023
Drug and Alcohol Testing Services

The Town shall be the sole judge of the evaluation of all proposals. The Town's decision shall be final. The Town reserves the right to reject any and all proposals and waive any irregularity or minor defects in any proposal received.

Proposal Evaluation Criteria

The following criteria shall be used to evaluate the proposals. Proposer's requested changes to the Town's standard contract will also be considered as part of the Town's evaluation.:

- 1. Conflict of Interest Statement and Non-Collusion Declaration (Pass/Fail)**
 - a. Discloses any financial, business or other relationship with the Town or the Los Gatos that may have an impact upon performance of services.
 - b. Lists current clients who may have a financial interest in the outcome of this contract or contracts.

- 2. Completeness/Organization of the Proposal (15 points)**
 - a. Proposal that is current, accurate, and complete in accordance with the requirements of this RFP. The proposal format and organization shall follow the requirements herein. Proposals that do not include the content requirements identified within this RFP and subsequent addenda and do not address items listed shall be considered incomplete.

- 3. Organization and Approach (20 points)**
 - a. Familiarity of the desired services and demonstrates understanding of objectives.
 - b. Similar experience with drug and alcohol testing services in the public and/or non-profit sectors.

- 4. Qualifications & Experiences (20 points)**
 - a. Meets Minimum Qualifications.
 - b. Identifies relevant experience, specific qualifications, and technical expertise.
 - c. Demonstrates history of success in administering drug and alcohol testing services for other clients.

- 5. Proposer Accessibility (15 points)**
 - a. A statement addressing ability to fulfill responsibilities of administering EAP services.

- 6. References (10 points)**

Request for Proposals – June 2023
Drug and Alcohol Testing Services

- a. Provide references with the names of at least three (3) agencies the Proposer has previously consulted for in the past five (5) years.

Oral Interview (if necessary)

If necessary, the top-ranking Proposer(s) may be invited to participate in Oral Interviews for a consultant presentation and Q&A session. A Proposer will be notified of the time and date for oral interviews (likely over Zoom) and if any additional information may be required to be submitted.

Following the Town’s determination of the best qualified Proposer for this work, scope of services and final terms will be negotiated, and the Consultant and the Town will execute the Town’s standard Consultant Services Agreement (**Attachment 5**).

The proposed schedule is as follows:

<u>Activity</u>	<u>Anticipated Dates</u>
RFP release	Thursday, June 1, 2023
Deadline for Submitting Questions	Friday, June 16, 2023
Proposal Submission Deadline (5:00 pm)	Friday, June 16, 2023
Proposal Evaluation	Tuesday, June 20, 2023
Consultant Interviews/Presentations (if necessary)	Week of June 19, 2023
Contract Negotiations and Execution	July 1, 2023

H. Additional Information

1. **Reservation of Rights.** The Town reserves the right to accept or reject any or all proposals, or to alter the selection process if warranted, to postpone the selection process for its own convenience at any time, and to waive any defects in the RFP. The Town also reserves the right to accept or reject any individual subconsultant that a candidate proposes to use. This RFP and the interview process shall in no way be deemed to create a binding contract or agreement of any kind between the Town and the Proposers. The Town’s standard form of consultant agreement will form the basis of the contract between the parties.
2. **Proposer’s Costs.** Each Proposer responding to this RFP acknowledges and agrees that the preparation of all materials for submittal to the Town and all presentations, related costs, and travel expenses, including but not limited to vehicle miles, vehicle rentals, flights, transit fares, and meals, are at the Proposer’s sole expense. The Town shall not,

Request for Proposals – June 2023
Drug and Alcohol Testing Services

under any circumstances, be responsible for any cost or expense incurred by the Proposer. In addition, each Proposer acknowledges and agrees that all documentation and/or materials submitted with the RFP shall remain the property of the Town.

3. **Communicating with Town.** If you have any questions regarding this RFP, please communicate with the Town's Contact:

Mary Blekh
Human Resources Technician
(408) 399-5739
mblekh@losgatosca.gov

Town of Los Gatos
Human Resources
110 E. Main Street
Los Gatos, CA 95030

The Town's sole point of contact for this RFP shall be the Town's Contact who shall administer the RFP process. All communications shall be submitted in writing and shall specifically reference this RFP (identify in the subject line). Only answers issued by Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. No contact with other Town staff, Town council members, or any other public official concerning the Project during the RFP process is allowed. A violation of this provision may result in the disqualification of the consultant.

4. **Assumptions of Proposers.** The Town is not responsible for the assumptions of Proposers. Neither the participation of the Town in any pre-proposal meeting, nor the subsequent award of the contract by the Town shall in any way be interpreted as an agreement or approval by the Town that a Proposer's assumptions are reasonable or correct. The Town specifically disclaims responsibility or liability for any Proposer's assumptions in developing its proposal.
5. **Public Record.** All responses to this RFP become property of the Town and will be kept confidential, subject to the requirements of the California Public Record Act, until a recommendation for award of a contract has been announced. Submittals are subject to public inspection and disclosure under the California Public Records Act. (Cal. Govt. Code sections 6250 *et seq*). Unless the information is exempt from disclosure by law, the content of any proposal, request for explanation, or any other written communication between the Town and any Proposer, and between Town employees or consultants, regarding the procurement, shall be available to the public. In any event, the Town shall have no liability to Proposer for making disclosures required by the California Public

Request for Proposals – June 2023
Drug and Alcohol Testing Services

Records Act or other law, court order, legal proceeding discovery request, investigative demand, subpoena, or order from a regulatory body having jurisdiction over either of the parties. Nothing contained herein shall be construed as requiring or obligating the Town to withhold information in violation of the California Public Records Act or other laws.

6. **Equal Opportunity.** The Town hereby notifies all Proposers that it will affirmatively insure that in any contract entered into pursuant to this procurement, minority business enterprises will be afforded full opportunity to submit proposals in response to this RFP and will not be discriminated against on the grounds of race, creed, color, national origin, ancestry, sexual orientation, political affiliations or beliefs, sex, age, physical disability, medical condition, marital status, pregnancy, or other protected characteristic as set forth hereunder.
7. **Appeal.** The Town will entertain appeals regarding this RFP process only as set forth herein. The appeal process presented in this RFP will take precedence in the case of any conflict with the appeal processes contained in the Town's Policies and Procedures. The Town will not entertain appeals regarding, or reconsider, substantive scores or determinations made in the evaluation process.

Appeals may be based upon restrictive requirements or alleged improprieties in the RFP that are apparent or reasonably should have been discovered prior to the Town's receipt of proposals. Such appeals shall be written and hand delivered or sent via certified mail to be received by the Town's Contact at least fourteen (14) calendar days prior to the Town's receipt of proposals. The appeal must clearly specify in writing the grounds and evidence on which the appeal is based.

Appeals may also be based upon alleged improprieties that are not apparent in the RFP or that could not reasonably have been discovered prior to the Town's receipt of the proposals. Such appeals are limited to 1) the Town's failure to follow its own appeal procedures set forth in this Section; and 2) other procedural errors in the RFP process. The appeal must clearly specify in writing the grounds and evidence on which the appeal is based. Such appeals shall be in writing and hand delivered or sent via certified mail to be received by the Town Contact within five (5) calendar days from receipt of the notice from the Town informing of the Successful Proposer.

The Town's Contact will respond to an appeal in writing within ten (10) business days of receipt and that determination shall be final.

Request for Proposals – June 2023
Drug and Alcohol Testing Services

The appeal procedures summarized in this Section are mandatory and comprise the sole and exclusive appeal procedures for this RFP. A Proposer's failure to comply with the procedures set forth herein will result in rejection of the appeal and constitute a waiver of any right to further pursue a protest or appeal (including, but not limited to, filing a Government Code claim or legal proceeding). If the Town determines the appeal to be frivolous, the Respondent originating the appeal may be determined to be irresponsible and may be ineligible for future purchase orders and/or contracts.

In order to prevail on an appeal based on alleged improprieties not apparent in the RFP as described herein, a Proposer must demonstrate that an error was material and prejudicial to the Proposer's effort to become selected for participation in this Project. In other words, in order to prevail, the Proposer must demonstrate that but for the Town's error, the Proposer would have been selected as the Successful Respondent.

If an appeal is received within five (5) business days from receipt of the notice from the Town informing of the Successful Proposer, the Town will proceed with the following process: 1) Town provides a copy of the appeal to the Successful Respondent and, within five (5) business days of receipt, Successful Proposer may provide to the Town a written response to the appeal; 2) within ten (10) business days thereafter, Town prepares a written response to the appeal and to the Successful Proposer's response, if any, and provides the analysis to appellant and Successful Proposer; 3) within five (5) business days, appellant and Successful Proposer may provide written responses; 4) Town sets a hearing date for a Town Council determination on the appeal and prepares a written staff report and recommendation; 5) Town staff notifies Successful Proposer and appellant of the date and time of the hearing and prepares and distributes a written record containing all documents necessary for the Town Council determination and distributes the record to all parties; 6) Town Council hearing in which Successful Proposer and appellant are provided full opportunity to present matter to Town Council; 7) Town Council renders a final determination.

8. **Governing Law.** The laws of the State of California shall govern the interpretation and enforcement of the contract. Legal action may be instituted only in the Superior Court of the County of Santa Clara, State of California, or in the Federal District Court in the Northern District of California.
9. **Adherence to All Local, State, and Federal Laws and Requirements.** The Proposer shall adhere to all applicable federal, state, and local laws, ordinances, statutes, rules and regulations, and rulings or directives of any agencies having jurisdiction relevant in any way to the Proposer's scope of work.

I. Attachments

The following attachments are incorporated into the Request for Qualifications:

ATTACHMENT 1 – CONFLICT OF INTEREST STATEMENT (FOR SUBMITTAL)

ATTACHMENT 2 – NON-COLLUSION DECLARATION (FOR SUBMITTAL)

ATTACHMENT 3 – REFERENCES (FOR SUBMITTAL)

ATTACHMENT 4 – STATEMENT REGARDING INSURANCE COVERAGE AND WORKER'S
COMPENSATION INSURANCE ACKNOWLEDGMENT CERTIFICATE (FOR
SUBMITTAL)

ATTACHMENT 5 – SAMPLE CONSULTANT SERVICES AGREEMENT (INFORMATION)

ATTACHMENT 1 - CONFLICT OF INTEREST STATEMENT

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

DRUG AND ALCOHOL TESTING SERVICES

The undersigned declares:

I/We _____ (Insert Name) have the following financial, business, or other relationship with Town of Los Gatos that may have an impact upon the outcome of the contract. If none, please specify that no other relationships may have an impact on this contract or Project.

I/We _____ (Insert Name) have the following current clients who may have a financial interest in the outcome of this contract. If none, please specify that no other clients may have a financial interest with an impact on this contract or Project.

Pursuant to Government Code section 1090 and any other laws, rules and regulations that may apply, the Proposer covenants that neither it, its subcontractors nor employees presently have an interest, and shall not acquire any interest, direct or indirect, financial or otherwise that would conflict in any manner or degree with contract awarded from this RFP. Proposer certifies that to the best of its knowledge, no one who has or will have any financial interest in the contract awarded from this RFP is an officer or employee of the Town. Through its submittal of a proposal, Proposer acknowledges that it is familiar with Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California and will immediately notify the Town if it becomes aware of any facts concerning the contract to be awarded that constitute a violation of said provisions.

Furthermore, if there is reason to believe that collusion exists among the Proposers, the Town may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same

work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Proposers. Reasonable ground for believing that any Proposer is interested in more than one proposal for the same work will cause the rejection of all proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the Town may refuse to consider proposals from participants in such collusion. Proposers shall submit as part of their proposals documents the completed Non-Collusion Declaration provided herein.

I, on behalf of the Proposer, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Proposer Name (Person, Firm, Corp.) Title of Authorized Representative

Address Name of Authorized Representative

City, State, Zip

(Date) (Signed)

ATTACHMENT 2 – NON-COLLUSION DECLARATION

**THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL
DRUG AND ALCOHOL TESTING SERVICES**

The undersigned declares:

I am the _____ [Insert Title] of _____, [Insert name of company, corporation, LLC, partnership or joint venture] the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham proposal. The Respondent has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or to refrain from responding. All statements contained in the proposal are true.

Any person executing this declaration on behalf of a respondent that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the respondent.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

By: _____

Name: _____

Title: _____

ATTACHMENT 3 - REFERENCES

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

DRUG AND ALCOHOL TESTING SERVICES

List three (3) references for work of a similar nature to the Services performed within the last five (5) years. Use additional sheets as necessary.

1. _____

_____	_____
Name of Agency	Agency Address
_____	_____
Contact Name	Contact Title
_____	_____
Contact Telephone	Contact Email Address
_____	_____
Contract Period	Contract Amount
_____	_____

Description of services performed including costs.

2. _____

_____	_____
Name of Agency	Agency Address
_____	_____
Contact Name	Contact Title
_____	_____
Contact Telephone	Contact Email Address
_____	_____
Contract Period	Contract Amount
_____	_____

Description of services performed including costs.

3. _____

_____	_____
Name of Agency	Agency Address
_____	_____
Contact Name	Contact Title
_____	_____
Contact Telephone	Contact Email Address
_____	_____
Contract Period	Contract Amount

Description of services performed including costs.

I hereby certify that the Proposer performed the work listed above.

Signature of Proposer

Name

Date

**ATTACHMENT 4 - STATEMENT REGARDING INSURANCE COVERAGE AND WORKER'S COMPENSATION
INSURANCE ACKNOWLEDGMENT CERTIFICATE**

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

DRUG AND ALCOHOL TESTING SERVICES

PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the RFP. Should the Proposer be awarded a contract for Services, Proposer further certifies that the Proposer can meet the specified requirements for insurance, including insurance coverage of any subcontractors, and agrees to name the Town as additional insured for the Services specified.

By certifying this form, the Proposer also understands the Worker's Compensation insurance requirement per the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

ATTACHMENT 5 – SAMPLE CONSULTANT SERVICES AGREEMENT

[ATTACHED BEHIND THIS PAGE]

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on _____(DATE) by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and _____ NAME OF COMPANY, ("Consultant"), whose address is _____ ADDRESS OF COMPANY. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town desire to engage Consultant to provide **XXXXXXXXXX**.
- 1.2 The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Consultant.

II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide services as described in that certain proposal sent to the Town on (DATE), which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. This contract will remain in effect from July 1, 2023 to June 30, 2024. The Town may extend the contract for up to four additional one-year periods. Consultant shall perform the services described in this agreement as follows: **XXXXXXXXXX**.
- 2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits

prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

2.6 Compensation. Compensation for Consultant's professional services **shall not exceed \$XXXX**, inclusive of all costs. Payment shall be based upon Town approval of each task.

2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows and emailed to ap@losgatosca.gov with a copy to hr@losgatosca.gov:

Invoices:

Town of Los Gatos
Attn: Human Resources
110 E. Main Street
Los Gatos, CA 95030

2.8 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.

2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.

2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town

employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

- 2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

- 3.1 Minimum Scope of Insurance:
- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
 - ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to

an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

- i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

3.3 Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence

of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

- 3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.
- 4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos
Attn: Human Resources
110 E. Main Street
Los Gatos, CA 95030

CONSULTANT NAME
Attn:
ADDRESS

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

- 4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos by:

Consultant, by:

Laurel Prevetti, Town Manager

Recommended by:

Salina Flores, Human Resources Director

Approved as to Form:

Gabrielle Whelan, Town Attorney

Attest:

Wendy Wood, CMC, Town Clerk

Name of Agreement