

# **SHELBY COUNTY COMMUNITY CORRECTIONS CORPORATION**



## **Request for Proposals Drug and Alcohol Testing Services**

**Released June 10, 2026**

**Deadline July 13, 2026**

## SECTION I INTRODUCTION

### 1.1 REQUEST FOR PROPOSAL (“RFP”)

The Shelby County Community Corrections Corporation (the “S4C”), operating pursuant to Alabama Act 2005-278, is requesting proposals from a qualified vendors to provide comprehensive drug and alcohol testing services for participants under supervision. You are invited to provide a proposal in response to this RFP. All proposals must follow the requirements as provided in Section IV.

### 1.2 PROJECT DESCRIPTION

S4C is a community-based corrections entity. The drug and alcohol testing program ensures accurate testing, defensible results, rapid reporting, and strict chain-of-custody procedures suitable for court proceedings. S4C presently conducts approximately 25,000 annual drug tests as part of our compliance duties. Approximately 60% of the participants are male and 40% female. An outline of the current testing process for S4C participants is reflected in Addendum C. In addition, from time-to-time, S4C provides drug and alcohol testing services to its partner agencies including, but not limited to, Shelby County for testing of its employees and CDL drivers and specialty courts (*e.g.*, drug courts) located in Shelby County.

Additional specifications and scope of work are included in Section III below.

### 1.3 PROPOSED PROJECT SCHEDULE

The following is an estimated proposed schedule:

RFP for Services Released	June 10, 2026
Deadline for Questions	June 24, 2026, 2:00 p.m. CT
S4C’s Response to Questions	June 29, 2026
Proposals Due	July 13, 2026, 10:00 a.m. CT
Proposal Opening	July 13, 2026, 2:00 p.m. CT
Anticipated Selection	July 29, 2026

All dates set forth above and elsewhere in this RFP are tentative and subject to change at any time by the S4C in the S4C's sole discretion. The S4C reserves the right to delete or modify any part of the above Proposed Schedule.

#### 1.4 RESULTING CONTRACTS

This RFP is issued by the S4C Board of Directors (the "Board"). It is anticipated that the successful Proposer will enter into a contract agreement whereby the successful proposer agrees to provide comprehensive drug and alcohol testing services that meet the requirements of this RFP utilizing the firm, fixed pricing schedule provided in the proposal for a period of three (3) years ("Resulting Contract"). The Resulting Contract will be in a format prescribed by the S4C and shall, in any event, be subject to the terms and conditions of this RFP.

#### 1.5 COMMUNICATIONS

From the time that this RFP is published until such time as the Resulting Contract has been signed, all informal communications relating to this RFP and the project between the S4C, the Shelby County Commission, or any other affiliated group or their officers, officials, employees, or agents, and the Proposer shall cease. Only formal questions and clarifications pursuant to Subsection 1.6 will be permitted. Inappropriate communications related to this RFP between the Proposer or any person or entity identified in this section will result in disqualification from the process.

#### 1.6 QUESTIONS AND CLARIFICATIONS

Questions and clarifications shall be directed to the S4C's sole point of contact, Julius Cook, at [jcook@shelb4c.com](mailto:jcook@shelb4c.com). The subject matter must read: "Questions for the Drug Testing RFP."

Questions must be received by June 24, 2026, at 2:00 p.m. CT. If appropriate, the S4C will post answers to questions to the Shelby County Ebid Portal, <https://ebid.shelbyal.com/>, by close of business on June 29, 2026. All questions must be submitted in and responded to in writing to be relied upon by the Proposer.

#### 1.7 PROPOSAL OPENING

Proposals will be publicly opened on July 13, 2026, at 2:00 pm in the Commission Chamber 200 West College St., Columbiana, AL 35051. Only the names of the Proposers that provided a timely submission will be announced at the opening. Proposers are invited, but are not required, to attend the public opening.

## **SECTION II**

### **PROPOSAL CONDITIONS AND LEGAL REQUIREMENTS**

#### **2.1 PURPOSE OF THE RFP**

This RFP process is for the benefit of the S4C only and is to provide the S4C with competitive information to assist in the selection process of a qualified vendor capable of providing services as provided herein. All decisions on compliance, evaluation, term, and conditions will be made solely at the discretion of the S4C and made to favor the S4C.

#### **2.2 PROPOSAL AND CONTRACT INTERPRETATION**

No interpretation of any provision of the RFP or any Resulting Contract, including applicable specifications, is binding on the S4C unless furnished or agreed to in writing by the S4C.

#### **2.3 RESERVATIONS**

The S4C reserves the following rights:

- a) To amend or modify this RFP;
- b) To reject or accept any and all proposals;
- c) To reject individual proposals for a failure to meet any requirement;
- d) To waive defects or irregularities in any proposal;
- e) To request additional information from Proposers to qualify or disqualify Proposers;
- f) To disqualify a Proposer for providing false statements or materials; and
- g) To cancel this RFP at any time.

#### **2.4 REASONABLE INVESTIGATION**

The S4C may make such reasonable investigations as deemed proper and necessary to determine the ability of a Proposer to perform the services solicited pursuant to this RFP, and the Proposer shall furnish to the S4C all such information and data for this purpose as may be requested. The S4C further reserves the right to reject any proposal if the evidence submitted by or investigations of the Proposer fails to satisfy the S4C that the Proposer is properly qualified to carry out the obligations of any Resulting Contract and to provide the services contemplated in this RFP.

#### **2.5 CLARIFICATIONS**

The S4C may seek clarification of the proposal from a Proposer at any time. Failure of the Proposer to respond is cause for rejection. A clarification submitted in response to such a request is not an opportunity to change the original proposal.

## 2.6 PROPOSER'S REPRESENTATION

The Proposer, by submission of a response to this RFP, represents that it has read and understands the RFP and has familiarized itself with all federal, state, and local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work. The failure or omission of any Proposer to receive or examine any form, instrument, addendum, or other documents, or to acquaint itself with conditions existing at the site shall in no way relieve Proposer from any obligations with respect to its proposal or to any Resulting Contract.

## 2.7 FIRM PROPOSAL

All Proposals will remain firm and unaltered for ninety (90) days after the proposal due date or until a Resulting Contract is fully executed with any Proposer, whichever is earlier; provided, however, that if a Proposer is engaged in negotiations, the Proposer will be allowed to make proposal modifications in accordance with and as requested by the S4C.

## 2.8 SUBMISSION DOES NOT CONFER A RIGHT ON PROPOSER

The submission of a proposal confers on the Proposer no right of selection or to a subsequent Resulting Contract.

## 2.9 COST OF RESPONDING

All costs incurred by the Proposer in preparation and delivery of responses to this RFP, including presentations to the S4C or participation in an interview, shall be borne solely by the Proposer regardless of whether or not the Proposer is selected for negotiations. Any costs associated with this procurement will be the responsibility of the Proposer. The S4C, in no way, shall be liable for any of these costs. At no time will the S4C provide reimbursement for submission of a proposal.

## 2.10 OPEN RECORDS

Except as otherwise provided in this subsection, without regard to any designation made by the person or entity submitting a proposal, the S4C considers all information submitted in response to this RFP subject to public disclosure without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission. If the Proposer believes that any portion of its Proposal contains trade secrets or other information that would not be subject to disclosure under Alabama's Public Records law, the Proposer may submit, in addition to an unredacted copy of the proposal, a second copy designated and marked prominently as a "REDACTED" copy, along with a letter detailing the Proposer's asserted grounds for each redacted portion. By submitting a redacted copy, Proposer agrees to indemnify, defend, and hold harmless the S4C, its officers, employees, or designees for any claims relating to requests for any redacted information. For the avoidance of doubt, the entirety of any Resulting Contract, including pricing schedules of the successful Proposer, shall be subject to full disclosure.

## 2.11 ORAL PRESENTATIONS

The S4C may, at its sole option, elect to require oral presentations by Proposers being considered for award. This will provide an opportunity for the S4C to ask questions and Proposers to clarify or elaborate on their proposals. This is to be considered a fact-finding and explanation session only. The S4C will schedule the time and location of these presentations, if required.

## 2.12 INSURANCE

- a) The Proposer shall procure and maintain pursuant to the terms of the Resulting Contract the following types of insurance coverages:
  - i. General Liability: \$1M per occurrence
  - ii. Professional Liability (Errors & Omissions)
  - iii. Workers' Compensation (Alabama statutory limits)
  - iv. Automobile Liability (when applicable)

Certificates of Insurance must be provided prior to contract award.

- b) With the exception of Workers' Compensation coverage, the S4C shall be listed as an additional insured on each policy. Prior to execution of the Resulting Contract, the successful Proposer shall provide a Certificate of Insurance listing the S4C their officers, employees, partners, agents, and assigns, as the named certificate holder, which shall further specify that such insurance is not subject to cancellation without prior written notice to the S4C of at least thirty (30) days.
- c) Subject to express written approval from the S4C, Proposer may meet the required limits in this Subsection through an excess or umbrella liability coverage.
- d) The S4C reserves the right to require other types of insurance coverage.

## 2.13 INDEMNIFICATION

Successful Proposer shall defend, indemnify, and hold harmless the S4C its officers, employees, and agents from and against any and all claims, demands, damages, losses, liabilities, and expenses, including reasonable attorneys' fees, arising out of or related to:

- a) any actual or alleged error, inaccuracy, or unreliability in drug testing results provided by Proposer;
- b) any failure to properly collect, handle, label, store, transport, or document specimens, including any breach in chain of custody;
- c) any negligent or wrongful act or omission of Proposer, its employees, agents, or subcontractors in the performance of drug testing services; and
- d) any violation of applicable federal or Alabama laws, regulations, or industry standards governing drug testing.

Proposer's obligations under this section shall apply regardless of whether such claims are asserted by program participants or third parties, except to the extent caused by the sole negligence or willful misconduct of S4C.

To the extent permitted by law, nothing in this Agreement shall be construed as a waiver of any governmental immunity or limitation of liability available to S4C.

Proposer shall maintain insurance coverage, including professional liability/errors and omissions coverage, in amounts sufficient to support its indemnification obligations under the Resulting Contract and shall provide proof of such coverage upon request.

#### 2.14 CONFLICT OF INTEREST

Proposer covenants that it has disclosed to the S4C, and agrees it is under a continuing obligation to disclose, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that may conflict in any manner with Proposer's obligations under any Resulting Contract. Proposer shall establish a conflict of interest policy prohibiting any employees, agents, consultants, and officers from receiving any funds or obtaining a financial interest or benefit from any activity, or have an interest or benefit from the activity; or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties with the S4C or Shelby County, during their tenure with the Proposer or for one (1) year thereafter.

#### 2.15 ANTICOMPETITIVE PRACTICES PROHIBITED

Anticompetitive practices among vendors, the S4C or affiliated persons will not be tolerated. Any person who offers or pays any money or valuables to any person to induce him or her not to submit a proposal in response to the RFP, and any person who accepts money or other valuables for not submitting a proposal or who withholds a proposal in consideration of the promise for the payment of money or other valuables shall be disqualified from this or future RFPs issued by the S4C.

#### 2.16 MINIMUM LEGAL REQUIREMENTS

Proposers selected for work by the S4C must be compliant with federal and state statutes, regulations, and executive orders. At a minimum, any Resulting Contract shall include the following terms:

- a) Section 13-31-9 of the Code of Alabama 1975 imposes conditions on the award of County contracts. Firms must agree to fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. By signing this contract, the contracting parties affirm, for the duration of the 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.
- b) Section 41-16-5 of the Code of Alabama 1975 imposes conditions on the Agreement of County contracts. By signing this contract, the contractor 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 a jurisdiction with which this state can enjoy open trade.

- c) Proposer shall ensure compliance with any and all applicable laws relating to confidentiality and data security compliance including, but not limited to, the laws as set forth in Section 3.7 of this RFP.



## **SECTION III SCOPE OF WORK**

The Successful Proposer shall provide all labor, materials, equipment, supplies, transportation, laboratory services, and supervision necessary to perform drug and alcohol testing services that shall be in all ways consistent with Addendum C to this RFP. Proposer must provide comprehensive drug and alcohol testing services that meets, at a minimum, the requirements set forth below.

### **3.1 TESTING METHODS**

Proposer must provide the following testing options:

- a) Urinalysis testing;
- b) Oral fluid testing;
- c) Breath alcohol testing;
- d) ETG/ETS alcohol testing;
- e) Hair follicle testing;
- f) Blood Testing; and
- g) Rapid Testing.

### **3.2 TESTING PANELS**

- a) Proposer shall offer, at a minimum, the four testing panels shown in Addendum A and the Substance Chart on Addendum B for an extensive list of drugs to be tested. This RFP is seeking unit cost per panel as identified in Addendum A and unit cost per individual drug as identified in Addendum B if the court elects a single-substance inquiry.
- b) S4C reserves the right to request expanded or emerging drug panels.
- c) Proposer shall maintain proper inventory control to ensure that all assays are available as requested by S4C or as ordered by a court of competent jurisdiction.
- d) In recognition of the emergence of new designer or synthetic drugs and drug trends, S4C reserves the right during the course of the Resulting Contract to add additional drugs to the panel as assays become available. *In response to this subsection, Proposer shall include in its proposal its efforts to research, develop, and make available assays in response to emerging drugs and trends.* Costs for these substances may be negotiated and added to the list of tested substances as they come available by way of addendum to the Resulting Contract.

### **3.3 COLLECTION REQUIREMENTS**

#### **3.3.1 Observed Collections**

- a) All urine collections shall be directly observed unless otherwise authorized.
- b) Same-gender collectors must be available.
- c) Collectors must be trained in forensic collection procedures.

- d) All collection personnel must pass criminal background screening and drug screening prior to providing services and throughout the Resulting Contract. *Proposer should include in its proposal its policies and procedures for screening its employees.*

### 3.3.2 Chain of Custody

Proposer must adhere to strict chain-of-custody guidelines. *Proposer should include in its proposal a copy of its chain-of-custody procedures.* At a minimum, the procedures should include the following:

- a) Use of tamper-evident specimen seals.
- b) Provide documented specimen tracking.
- c) Offer electronic chain-of-custody capability.
- d) Provide for anonymity in sampling.

Proposer shall be responsible for providing any equipment, computer hardware and software, printers, or any other equipment necessary to effectuate anonymous, electronic chain of custody capabilities. *In response to this section, Proposer should also provide a narrative as to how Proposer intends to meet these minimum requirements, including an explanation of the equipment needed.*

### 3.3.3 Collection Site Services

- a) With the exception of hair follicle and blood testing, on-site collection services shall be provided at designated S4C facilities. S4C facilities are located at the following addresses:

Columbiana Location  
112 North Main Street  
Columbiana, AL 35051

Pelham Location  
741 Volare Drive  
Pelham, AL 35244

- b) Hair follicle and blood testing collections may also be performed at a designated S4C facility; however, Proposer will have the option of providing these collection services at an alternate collection site located within Shelby County that is specifically equipped or staffed with trained or certified collectors specific to for such collection efforts.
- c) Proposer should indicate in their proposal if additional off-site collection is available, the location of those locations, and hours of collection available.
- d) Hours of collection at S4C must be available Monday through Friday 7:00 am through 7:00 pm and Saturday and Sunday 8:00 am through 5:00 pm.
- e) Mobile or on-call services are required when requested.

### 3.3.4 Third Party Collections

From time-to-time, exigent circumstances may require collections be provided by S4C, Shelby County, or court staff. Proposer must make available the appropriate supplies (collection cups, chain of custody forms, etc.) to third parties to support these collection efforts. Included in the scope of this RFP, Proposer must provide training to S4C, Shelby

County, and court staff to ensure proper collection and chain-of-custody requirements are maintained.

### 3.3.5 Equipment and Supplies

Proposer is responsible for providing, delivering, and stocking all equipment, supplies, computer hardware and software, office supplies, or any other ancillary materials or resources needed to support collection efforts while maintaining proper health and safety and chain-of-custody protocols.

## 3.4 LABORATORY REQUIREMENTS

As further explained in Addendum C, S4C's drug and alcohol testing program currently consists of initial testing through the use of leased analyzer equipment and confirmation testing through more stringent CG/MS or LC/MS/MS methods. Currently, initial testing is performed onsite at the S4C collection site locations. Proposer will have the option of utilizing the space designated in the collection sites to perform initial testing or at a locally available laboratory location owned or operated by Proposer.

### 3.4.1 Initial Testing

- a) Regardless of location, Proposer is responsible for providing, maintaining, and ensuring proper calibration and quality control efforts of any equipment needed to perform initial testing including, but not limited to, immunoassay analyzer(s) and computer hardware and software. Additionally, Proposer must also provide and maintain stock of all supplies necessary to effectuate the testing (*e.g.*, reagents as described in Addendums A and B, pipettes, lab coats).
- b) Initial Testing is to be performed using immunoassay analyzers. All analyzers used to provide services under this RFP must:
  - i. meet or exceed industry standards for drug testing;
  - ii. meet appropriate drug testing cut off thresholds as appropriate for each substance included in Addendum B;
  - iii. be capable of testing full panels as provided in Addendum A; and
  - iv. must meet at least a 98% accuracy level for all tested substances.
- c) *Proposer should include in its proposal specification sheets for the immunoassay analyzer proposed for providing services hereunder.*
- d) A leased Beckman Coulter AU480 chemistry analyzer is available at the Columbiana location for use under the services in this bid until the lease expiration in February 2027. Proposer may, but is not required to, utilize this equipment as part of its proposal. *Proposer should indicate in its proposal whether it intends to utilize this option.* The response will be for informational purposes only, and not will not have any impact on the evaluation of the Proposal.
- e) If Proposer intends to utilize an offsite laboratory to provide initial testing services, Proposer will be responsible for providing secure transport of samples, maintaining strict chain-of-custody protocols, and efforts to ensure the integrity of the sample is not diminished.

### 3.4.2 Confirmation Testing

Upon voluntary request from the client or court order, non-negative test results may be required to undergo additional confirmation testing at an off-site testing laboratory.

Proposer's off-site testing laboratory must, at a minimum, meet the following requirements:

- a) Be certified by SAMHSA, CAP, or equivalent nationally recognized accreditation body;
- b) Utilize GC/MS or LC/MS/MS confirmation testing for all non-negative screens;
- c) Follow federal cutoff levels or more stringent standards; and
- d) Maintain documented quality assurance and proficiency testing programs.

### 3.5 MEDICAL REVIEW OFFICER (MRO)

Proposer must provide:

- a) Certified MRO services;
- b) Review and verification of all confirmed non-negative results; and
- c) Documentation suitable for court proceedings relating to these services.

### 3.6 REPORTING REQUIREMENTS

#### 3.6.1 Turnaround Times

Proposer must provide test results by no later than the following guidelines:

- a) Negative results must be provided no later than 48 hours of test administration. Preference in scoring will be provided for Proposers that can provide same-day negative results.
- b) Confirmed non-negative test results must be provided within 72 hours of test administration.
- c) Rapid testing must provide same-day results. There will be a limited use of rapid tests as part of this program.

#### 3.6.2 Reporting System

Proposer's reporting system must meet the minimum qualifications:

- a) Provide a secure web-based reporting portal, available only to the MRO and designated users;
- b) Provide real-time access to test results;
- c) Provide automated notifications to designated users for non-negative results;
- d) Provide a court-admissible reporting format, including certification of results;
- e) Provide monthly and annual statistical reports; and
- f) Provide random selection list generation in appropriate frequency intervals depending upon client status.

### 3.7 CONFIDENTIALITY AND DATA SECURITY

Proposer must maintain compliance with all applicable confidentiality and data security laws and adopt protocols, policies, and procedures to ensure compliance therewith. This includes, but is not limited to, the following:

- a) Health Insurance Portability and Accountability Act (HIPAA) requirements;
- b) 2018 Alabama Data Breach Law;
- c) Juvenile Justice and Delinquency Prevention Act;
- d) Family Educational Rights and Privacy Act;
- e) Alabama Youthful Offender Act; and

- f) All other state laws requiring confidentiality.

### 3.8 COURT SUPPORT SERVICES

Proposer shall provide professional services to support S4C's efforts in court. It is anticipated that these services will include the following:

- a) Provide affidavits of authenticity at no additional charge.
- b) Provide expert testimony when subpoenaed (fees must be disclosed in pricing proposal).
- c) Provide documentation for probation revocation or court hearings.

### 3.9 DIRECT BILLING OPTIONS (OPTIONAL)

As part of the scope of this RFP, Proposer must provide a solution that would allow for direct billing for individual participants in the S4C program. S4C reserves the right, but shall not be required, to include this service in the scope of the Resulting Contract.

### 3.10 CDL TESTING AND TRAINING REQUIREMENTS (OPTIONAL)

Included in the scope of this RFP, S4C reserves the right to include in the Resulting Contract CDL drug and alcohol testing services to be provided to its employees and partnering agencies. Currently, Shelby County employs 59 CDL holders. CDL testing provided pursuant to this RFP must meet the following requirements.

#### 3.10.1 Specimen Collection Services

Proposer must:

- a) utilize a method of providing Random Test collection services with minimal disruption to work schedules and with minimal mileage and travel time for employees;
- b) provide testing for Reasonable Cause or Post-Accident during periods when general use facilities may be unavailable (nights, weekends, holidays, etc.);
- c) ensure compliance with the specimen collection services pursuant to 49 CFR, Part 40;
- d) ensure appropriate Federal Drug Testing Custody and Control Form use for DOT testing; and
- e) ensure the availability of gender for employees required to be tested under direct observation.

#### 3.10.2 MRO Services

Proposer must:

- a) meet the 49 CFR, Part 40, requirement for the services of an MRO;
- b) provide adequate MROs available to review test results in a timely manner; and
- c) eliminate any possible conflicts of interest or any common ownership interests between the laboratories/collection facilities that are used and the MRO.

#### 3.10.3 Laboratory Testing

Proposer must ensure compliance for laboratory services (drug and alcohol) pursuant to 49

CFR, Part 40, at a laboratory that is certified by the USDOT or ALDOT.

#### 3.10.4 CDL Program Administration

Proposer must:

- a) Provide Federal recordkeeping requirements, reporting, verification, and certification including the Substance Abuse and Mental Health Services Administration ("SAMHSA") and DOT inspection reports.
- b) Provide retention of records for five (5) years as stipulated in 49 CFR 382.401 and 655.71, including, but not limited to:
  - i. Records of driver alcohol test results indicating an alcohol concentration of 0.02 or greater;
  - ii. Records of driver verified positive controlled substance test results; and
  - iii. Documentation of refusals to take required alcohol and/or controlled substances tests.
- c) Maintain records concerning the collection process and test results for at least five (5) years for a positive test and at least one (1) year for a negative test.
- d) Maintain records for a minimum of one (1) year for negative and canceled controlled substance test results.
- e) Assure that all test results are forwarded directly to the MRO for disposition to the appropriate Designated Employer Representative ("DER").
- f) Assure that all test results are delivered to the appropriate DER in a timely and confidential manner.
- g) Provide DER with a monthly summary of all tests conducted.
- h) Have computer database capability that:
  - i. Has the database backed up by a reliable method; and
  - ii. Has a disaster recovery plan.
- i) Design and implement a "random selection procedure."

#### 3.10.5 Training and Technical Support

Proposer must provide a 49 CFR Compliance Training Program for CDL Drivers and a 49 CFR Compliance Training Program for Supervisors of CDL Drivers.

## SECTION IV PROPOSAL FORMATTING AND SUBMISSION REQUIREMENTS

### 4.1 SUBMISSION REQUIREMENTS

**Proposals must be received no later than 10:00 am CT on July 13, 2026.** All proposals received after the appointed date and hour for receipt, whether by mail or otherwise, will be returned unopened. Proposers have the sole responsibility for assuring that proposals are received by the designated date and time.

- a) The Proposal shall be in writing labeled “RFP DRUG AND ALCOHOL TESTING SERVICES” and directed to:

Shelby County Community Corrections Corporation  
c/o Julius Cook, Executive Director  
108 West College St.  
Columbiana, AL 35051

- b) Proposer is responsible for ensuring that the outside package is appropriately labeled. Packages that are prematurely opened because they were not properly labeled will not be considered. In the event a proposal is sent via third party courier (*e.g.*, FedEx or UPS), it is recommended that Proposers provide a separately sealed interior envelope that has been appropriately marked so as to avoid premature opening.
- c) Faxed or oral proposals will not be accepted.

### 4.2 FORMAT REQUIREMENTS

- a) Submittals must include one (1) original, (2) hard copies, and one (1) electronic PDF copy. It is the Proposer’s responsibility to ensure the electronic PDF copy is an exact, searchable copy of the original. S4C reserves the right to rely upon the electronic copy for evaluation purposes.
- b) The Proposal must be in two (2) separate packages: a technical proposal and a cost proposal, as defined in Subsection 3.10. Failure to provide the cost proposal in a separately sealed package may result in disqualification. If possible, the technical package should be bound in a single volume.
- c) To be considered for selection, Proposer shall submit a complete response to this RFP. Proposals should be as thorough and detailed as possible so the S4C may properly evaluate Proposer’s capabilities to provide the required services. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- d) All proposals should be organized in the order in which the requirements are listed in Subsection 3.10 of this RFP. Proposals that are not organized in this manner risk elimination from consideration or a lower score in the evaluation of the proposal if the evaluators are unable to find where the RFP requirements are specifically addressed.

#### 4.3 PROPOSAL CONTENTS

To help review each submission, the Proposal must be organized into two separate packages: a technical package and a separately sealed cost proposal.

- a) The Technical Package: This package must include the following information:
  - i. Title Page, which must include Proposer's contact information: company name, primary/authorized point of contact, mailing address, phone number, and e-mail address. Note: the e-mail address may be used for formal communications by the S4C.
  - ii. S4C Certification Form, included as Attachment 1 hereto.
  - iii. Letter of Introduction including, at a minimum:
    - a. Number of years of service providing similar services and products. **Proposer shall have a minimum of three (3) years experience providing forensic drug testing services to be considered;**
    - b. Brief overview of the company's history, including general background, experience in providing similar services and products, knowledge of regulatory and confidentiality requirements, and working with relevant agencies.
  - iv. Explanation as to the firm's qualifications, knowledge, and expertise including:
    - a. **Provide proof of laboratory accreditation.**
    - b. Key Personnel. List of personnel to be assigned to the project, including organizational structure, and each person's area of responsibility. Resumes for each professional to be assigned to this project are also required.
    - c. References. At least three references from governmental or mass testing clients for projects similar in scope, including a statement as to the type of services performed, time period of service, point of contact, and relevant contact information. The S4C reserves the right to contact references and clients listed in the Proposal as part of its evaluation.
    - d. Lost Clients. A list of all clients lost within the last three (3) years. This list should include a contact person, title, phone number, an e-mail address for each lost client; the length of service; type of services rendered; and reason for loss. If Proposer has not lost any clients in the last three (3) years, state, "Proposer has not lost any clients."
    - e. Resource Management. Provide an explanation as to the relative prioritization this project, if awarded, would receive in comparison to other ongoing or anticipated projects for other clients.
  - v. **A plan of operation as to how the Proposer expects to achieve the objectives in Section III of this RFP.**
    - a. In responding to this Section, Proposer should specifically address each subdivision of Section III of this RFP.
    - b. Where relevant, examples or screenshots to demonstrate capability should be included.
  - vi. Consistent with Alabama law, the following forms are also required as part of the bid package:
    - a. **Proposer must provide a copy of the CERTIFICATE OF COMPLIANCE WITH ACT 2016-312.**
    - b. **Proposer must provide a copy of its Beason-Hammon Certificate. The Beason-Hammon Certificate of Compliance is available online at <https://www.alabamaag.gov/forms>.**



- c. **Proposer must provide a copy of E-Verify MOU entered into with the Department of Homeland Security.**
- d. **Proposer must provide a copy of its Form W-9. A Form W-9 is available online at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.**

For your convenience, copies of these forms, with the exception of the Everify MOU, which must be printed once logged in, are also included as Attachment 3.

**The S4C reserves the right to contact references and clients listed in the Proposal as part of its evaluation.**

- b) **The Cost Proposal:** Only Proposers who have been determined by the S4C Evaluation Team as having provided a qualified, responsive technical proposal will be considered for final award by proceeding to evaluation of the Cost Proposal. Cost Proposals will be returned, unopened for those Proposals that do not demonstrative the capacity to perform services under this RFP.
  - i. Proposer must submit in a separate, sealed envelope, a proposed firm, fixed fee for all services included in this RFP utilizing the Cost Proposal Form Provided in Attachment 2. **Failure to submit pricing in a separate sealed envelope may disqualify Proposer from the process.**
  - ii. This Form will be utilized for the purposes of evaluating the proposals. However, Proposer may submit alternate pricing solutions, which may be considered in negotiations with Successful Proposer.

#### **4.4 REQUEST TO MODIFY OR WITHDRAW PROPOSAL**

Proposer may make a written request to modify or withdraw the proposal at any time prior to July 13, 2026. No oral modifications will be allowed. Such requests must be addressed and labeled in the same manner as the original response to the RFP and plainly marked "Modification to, or Withdrawal of, Proposal." Only written requests received by the S4C prior to July 13, 2026, will be accepted.

**SECTION V**  
**PROPOSAL EVALUATION, AWARD, AND CONTRACT PROCESS**

**5.1 EVALUATION CRITERIA**

- a) The S4C will evaluate all proposals using the criteria outlined in the table below.

<b>Criteria</b>	<b>RFP Reference</b>	<b>Percentage</b>
Certification Form (Attachment 1)	4.3.a.ii	P/F
State Law Certifications (Attachment 3)	4.3.a.vi	P/F
Proof of Laboratory Accreditation	4.3.a.iv.a	P/F
Proposer Background (Title Page, Introduction Letter)	4.3.a.i & 4.3.a.iii	10%
Qualifications	4.3.a.iv	15%
Plan of Operation	4.3.a.v	35%
Cost Proposal (Attachment 2)	4.3.b	10%

- b) Notwithstanding the foregoing, the S4C reserves the right to make the selection on the basis of best value or quality alone or to accept or reject any or all proposals if it is determined to be in the best interest of the S4C.
- c) Proposals found to be technically or substantially non-responsive at any point in the evaluation process may be rejected and not considered further.
- d) Following a determination that the Technical Proposal demonstrates that the firm is qualified to perform the work, the Cost Proposal will be opened. If the S4C determines that the firm is not qualified to perform the project based upon the criteria above, the cost proposal will be returned unopened.

**5.2 ORAL INTERVIEWS**

The S4C may, at its sole option, elect to require oral presentations by Proposers being considered for award. This provides an opportunity for the S4C to ask questions and Proposers to clarify or elaborate on their proposals. This is a fact-finding and explanation session only and does not include negotiation. Should the S4C elect to allow presentations, the S4C reserves the right to amend the above scoring percentage to accommodate for the presentation.

**5.3 FINAL SELECTION**

All proposals will be evaluated by an evaluation team composed of S4C staff and community partners based upon the criteria outlined in Subsection 4.4 to determine the Proposer whose submission conforms to this RFP and is the most advantageous to the S4C. S4C staff will make a recommendation to the S4C Board, who will make the final selection. Proposers will be notified in writing.

#### 5.4 PUBLIC RECORDS

Only the final results of the evaluation will be available for review. Any work papers, individual evaluator or consultant comments, notes, or scores will be considered confidential. Further, to protect the integrity of the process, any confidential or trade secret information of Proposers, and the ability of the S4C to successfully negotiate a contract in the best interest of the S4C, no proposal or evaluation information will be made available until following the execution of any Resulting Contract.

#### 5.5 NOTICE OF AWARD

Upon selection by the Awarding Authority, the S4C will notify the successful proposer in writing of its intent to negotiate a Resulting Contract.

#### 5.6 CONTRACT NEGOTIATION

The Proposer designated by the S4C will enter into contract negotiations. If an agreement cannot be reached to the satisfaction of the S4C within thirty (30) days of notification of intent to negotiate the Resulting Contract, the S4C may reject the proposal or revoke the selection and begin negotiations with the next qualified proposer.

#### 5.7 CONTRACT EXECUTION

Following a successful negotiation, the Resulting Contract will become effective upon the passage of a resolution by the S4C Board.

## **Addendum A**

### **Panel and Rapid Testing**

#### **Panel 1**

Amphetamine  
Benzodiazepine  
Cocaine  
Methadone  
Opiates  
THC  
Heroin  
Buprenorphine  
EtG  
Creatinine  
Tramadol

#### **Panel 3**

Amphetamine  
Benzodiazepine  
Cocaine  
Methadone  
Opiates  
THC  
Heroin  
Buprenorphine  
EtG  
Creatinine  
Tramadol  
+ecstasy  
+soma

#### **Panel 2**

Amphetamine  
Benzodiazepine  
Cocaine  
Methadone  
Opiates  
THC  
Heroin  
Buprenorphine  
EtG  
Creatinine  
Tramadol  
+Barbiturates  
+k-3

#### **Panel 4**

~~Amphetamine~~  
~~Benzodiazepine~~  
~~Cocaine~~  
~~Methadone~~  
~~Opiates~~  
~~THC~~  
~~Heroin~~  
~~Buprenorphine~~  
~~EtG~~  
~~Creatinine~~  
~~Tramadol~~  
+oxycodone  
+fentanyl

<b>5 Panel</b>	<b>Main Panel With Cut Offs (Variation of the Substances)</b>
Amphetamines (including meth)	Amphetamines 1000
Cannabinoids (marijuana)	Barbiturate 200
Cocaine	Benzodiazepine 200
Opiates (codeine, morphine)	Cocaine 300
Creatnine	Ecstasy 500
	Methadone 300
<b>10 Panel</b>	Opiate 300
Amphetamines	THC 50
Barbiturates	Acetylmorphine 10
Benzodiazepines	AB-Pinaca K3 20
Cocaine	Buprenorphine 20
Methadone	Creatnine 20
Opiates (including heroin)	ETG 500
Oxycodone	Fentanyl 2
Creatnine	Synthetic Cannabinoid 10
ETG	Kratom 50
THC (marijuana)	Oxycodone 100
	SOMA 100
<b>12 Panel</b>	Tramadol 200
Amphetamines	
Barbiturates	
Benzodiazepines	
Cocaine	
Methadone	
Opiates (including heroin)	
Oxycodone	
Phencyclidine (PCP)	
ETG	
THC (marijuana)	
Creatnine	
Heroin	

**Addendum B**  
**Substance Chart**

<b>DRUG/CATEGORY</b>	<b>ADDITIONAL SUBSTANCES INCLUDED IN CATEGORY</b>
Amphetamine	Adderall, Amphetamine, Methamphetamine, MOMA/ecstasy (3, 4-methylenedioxy-N-methamphetamine)
Alcohol	EtG
Barbiturates	Phenobarbital, Pentobarbital; Soma
Benzodiazepine	Versed, Valium, Xanax, Halcion, Ativan, and Klonopin
Cocaine	
Opiates	Acetylmorphine; Oxycodone; Oxymorphone; Demerol; Hydrocodone; Hydromorphone; Morphine; Codeine; Methadone; Tramadol; Kratom
Marijuana	Cannaboids
Fentanyl	
Buprenorphine	Suboxone
Anesthetic	Ketamine; Propofol; Chloral Hydrate
Synthetic Cannabinoids	K-3, Spice, MDMB-4en-PINACA
Gamma- Hydroxybutyrate (GHB)	
Alpha-2 adrenergic agonists	Xylazine
Creatinine	
Heroin	
Phencyclidine (PCP)	

**Addendum C**  
**Current Testing Process Outline**

1. Standard. S4C uses the All-Rise/U.S. Courts best practices as our standard, particularly for accountability courts. The drug testing provider performs the random selection process for selection. Participants phone in to the S4C hotline each day to receive notification as to whether testing will be required for that day.
2. Frequency of Testing. Standard S4C participants receive forensic drug and alcohol testing is conducted frequently enough to ensure that unauthorized substance use is detected quickly and reliably. Urine testing is administered at least twice per week until participants have achieved early remission of their substance use disorder and are reliably engaged in recovery. Following that time, the frequency of testing decreases. Other accountability courts will typically order testing be performed once per week until such time as the participant achieves compliance. Other types of testing are performed per request of S4C staff or by court order.
3. Initial Testing. An initial sample is taken from the participant following proper collection protocols. The participant will confirm the information is correct on the label and that it matches the barcode system, and will witness the specimen cup being sealed. Testing is performed by trained employees.
  - a. Negative Results. For tests that come back negative, the employee will ensure that the sample was not rejected, and if so, will run the sample a second time. For non-rejected negative results, the employee will confirm the label matches the participant information in the system, and the sample is discarded.
  - b. Non-negative Results (must be run twice). For non-negative results, the employee will confirm the label matches the participant information on the system. Indicate on the label what substances tested non-negative. Non-negative samples are then run through the analyzer for a second time. If the second test is negative, the employee follows the procedure in 3a above. If the sample still tests as non-negative, the sample will be maintained in the refrigerator for 30 days.
4. Confirmation Testing. Non-negative results are provided to the appropriate staff member and, as applicable, the court. Participants are informed and given the opportunity to admit to the non-negative results or voluntarily request that the sample be sent for confirmation testing. Alternatively, the judge may order that the sample be sent for confirmation testing.

# Attachment 1

## CERTIFICATION FORM

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Proposal Submitted by: \_\_\_\_\_

(Name of company representative)

Title: \_\_\_\_\_ Email address: \_\_\_\_\_

Phone: \_\_\_\_\_

By submitting this Proposal, we agree:

Initials

That the Proposer has read, understands, and agrees to the conditions of the RFP.

\_\_\_\_\_

That the services and proposed solution meet the specifications of the RFP.

\_\_\_\_\_

That the Cost Proposal will be honored throughout the term of the Resulting Contract.

\_\_\_\_\_

That the Proposal includes the forms required under Alabama law as defined in this RFP.

\_\_\_\_\_

To be compliant with the minimal legal terms as defined in this RFP, and will further comply with any applicable state or federal law or regulation.

\_\_\_\_\_

That Proposer has minimum of three (3) years experience providing forensic drug testing.

\_\_\_\_\_

That no conflict of interest, real or perceived, exists by submitting this Proposal or with any Resulting Contract.

\_\_\_\_\_

Proposer is not barred or suspended from receiving public funds under either federal or state law.

\_\_\_\_\_

Signature of company representative submitting proposal: \_\_\_\_\_

Title: \_\_\_\_\_



## Attachment 2

# COST PROPOSAL

**Proposer Name:** \_\_\_\_\_

Proposer must include the costs for all services outlined in the RFP. These firm fixed costs for the project include any costs for overhead and resources. In completing the form below, please consider the following:

Proposer should include one firm, fixed cost per line item for the implementation and provision of a solution that complies in all material aspects of the RFP.

In completing this form, the Proposer should multiply the Quantity Column with the Cost Column to create a Total Price per line item, which will then be totaled in the bottom right cell for each Category Chart. The Total Price calculated for each Category Chart will then be added for Grand Total Price in the final chart. All quantities are estimated annual quantities. S4C does not guarantee the exact number of services or tests actual ordered in any Resulting Contract.

For the purposes of completing the Drug Testing Category Chart, panels or specific drug names (line items 1- 23), pricing should be given per test for Initial Testing only. All costs associated with performing drug testing services including, but not limited to, costs for equipment, analyzers, assays, other supplies (e.g., pipettes, lab coats), software, and sample transport costs must be contained in the price per test. No other fees will be paid by S4C in the Resulting Contract. Line item 24 for Confirmation Test shall be one firm, fixed cost for providing a confirmation test of any substance.

Drug Testing Category Chart				
Line Item	Category	Estimated Quantity	Unit Price	Total Price
1	S4C Panel 1 (Addendum A)	6,250		
2	S4C Panel 2 (Addendum A)	6,250		
3	S4C Panel 3 (Addendum A )	6,250		
4	S4C Panel 4 (Addendum A)	6,250		
5	5-Panel Instant (Addendum A)	25		
6	10-Panel Instant (Addendum A)	50		
7	12-Panel Instant (Addendum A)	75		
8	Expanded Panel Instant	50		
9	Amphetamine	5		
10	Alcohol	5		
11	Barbiturates	5		
12	Benzodiazepine	5		

\_\_\_\_\_ (Initial)

13	Cocaine	5		
14	Opiates	5		
15	Marijuana (THC)	5		
16	Fentanyl	5		
17	Buprenorphine	5		
18	Anesthetic	5		
19	Synthetic Cannabinoids	5		
20	Gamma-Hydroxybutyrate (GHB)	5		
21	Alpha-2 Adrenergic Agonists	5		
22	Heroin	5		
23	Phencyclidine (PCP)	5		
24	Confirmation Test (any substance)	100		
<b>Total Drug Testing Price</b>				

For the purposes of completing the Services Category Chart, Collection Services (line items 1-5) shall be per collection and shall include all cost associated with sample collection services including, but not limited to, costs for personnel and supplies. All other fees should be at an hourly rate.

<b>Services Category Chart</b>				
<b>Line Item</b>	<b>Category</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Oral Fluid Collection	25		
2	Breath Alcohol Collection	20		
3	Hair Test Collection	40		
4	Blood Test Collection	15		
5	Observed Collection	25,000		
6	MRO Fees	25,000 Hours		
7	Expert Testimony	2 Hours		
8	Training for 3 <sup>rd</sup> Party Collectors (see section 3.3.4)	2 Hours		
<b>Total Services Price</b>				

For the purposes of the Optional Services Chart, direct billing charges (line item 1) shall be per invoice. CDL testing as provided in Section 3.10 shall be one firm, fixed fee for all services associated with drug testing for CDL holders (line item 2). A separate hourly cost should be provided for CDL training under 3.10.5 (line item 3).

\_\_\_\_ (Initial)

Optional Services Category Chart				
Line Item	Category	Estimated Quantity	Unit Price	Total Price
1	Direct Billing	26,000		
2	CDL Testing (Includes Random and Post Accident)	40		
3	CDL Training Program (see 3.10.5)	4 Hours		
Total Services Price				

Total Price Chart			
Category Chart		Instructions	Total Price
1	Drug Testing Category Chart		
2	Services Category Chart		
3	<b>Non-Optional Services Total</b>	(Add line items 1 and 2)	
4	Optional Services Category Chart		
Grand Total Price (add line items 3 and 4)			

By signing below, bidder agrees to supply the products and services at the prices above in accordance with the terms, conditions, and specifications of this RFP.

Submitted by :

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Attachment 3

# REQUIRED FORMS

Proposer's Everify MOU with the DHS can be accessed by logging into your business at [everify.gov](https://everify.gov).

A fillable W-9 is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.

## **CERTIFICATE OF COMPLIANCE WITH ACT 2016-312 (BOYCOTT CERTIFICATE)**

The undersigned, as a duly authorized representative of \_\_\_\_\_,  
(the "Contractor") hereby certifies as follows:

1. The undersigned holds the position of \_\_\_\_\_ with the Contractor and is authorized to provide the representations set out in this Certificate as the official and binding act of Contractor and has knowledge of the provisions of Alabama Act 2016-312.
2. In compliance with said Act, 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 a jurisdiction with which this state can enjoy open trade.

Certified this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CONTRACTOR NAME:** \_\_\_\_\_

**By:**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Its:** \_\_\_\_\_

The above Certification was signed in my presence by the person whose name appears above on this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WITNESSED BY:**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON  
ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT  
(Act 2011-535, as amended by Act 2012-491)**

STATE OF ALABAMA       §  
                                      §  
COUNTY OF \_\_\_\_\_ §

The undersigned, as a duly authorized representative of \_\_\_\_\_, (the "Contractor") hereby certifies as follows:

1. The undersigned holds the position of \_\_\_\_\_ with Contractor and is authorized to provide the representations set out in this Certificate as the official and binding act of Contractor and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT, Act 2011-535 of the Alabama Legislature, as amended by Act 2012-491 (hereinafter "the Act").
2. Using the following definitions from Section 3 of the Act, Contractor has selected the appropriate description of its business structure and indicated the same by initialing its choice below:

***BUSINESS ENTITY.*** Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

***EMPLOYER.*** Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

\_\_\_\_\_ (a) Contractor is a business entity or employer as those terms are defined in Section 3 of the Act.

\_\_\_\_\_ (b) Contractor is **NOT** a business entity or employer as those terms are defined in Section 3 of the Act.

3. By signing this contract, the contracting parties affirm, for the duration of the 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.

4. The Contractor is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CONTRACTOR NAME: \_\_\_\_\_

By:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

The above Certification was signed in my presence by the person whose name appears above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WITNESSED BY:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_