

## **REQUEST FOR QUALIFICATIONS NOTICE**

THE CITY OF FRESNO IS INVITING CONSULTANTS TO SUBMIT  
"STATEMENTS OF QUALIFICATIONS" FOR

### **FORENSIC TOXICOLOGY SERVICES FOR THE FRESNO POLICE DEPARTMENT**

**Bid File No. 12500157**

#### **I. Introduction**

The City of Fresno (City) Police Department is issuing this Request for Qualifications (RFQ) for Statements of Qualifications (SOQ) from qualified State of California licensed medical professional, doctor or biologist to provide professional services for toxicology services and prepare the required reports for each of the toxicology results received from the submitting agency.

#### **II. Project Description**

The City of Fresno Police Department (PD) requires forensic toxicology testing services for law enforcement purposes which include the identification and quantitative analysis of drugs and alcohol from blood, urine, and evidence specimens.

#### **III. Scope of Services**

Fresno Police Department requires forensic toxicology testing services for law enforcement purposes which include the identification and quantitative analysis of drugs and alcohol from blood, urine, and evidence specimens.

#### **IV. Bidders' Minimum Qualifications**

All have been regularly and continuously engaged in the business of providing forensic toxicology testing services for at least ten (10) years. Proof of accreditation may be requested from selected bidder.

Possess all permits, licensed and professional credentials necessary to supply product and perform services as specified.

#### **V. Specific Requirements**

##### **Testing**

Bidders' laboratory shall have the ability to test for chemical or biological agents. Bidders' shall have the capability of developing methods for the testing of newly abused drugs such as synthetic cannabinoids, synthetic opioids, and opioid derivatives; and a commitment to research and develop testing and validation for newly emerging drug trends.

## **Reports**

Bidders' shall provide a report for each test conducted. The report shall include:

- Subject Names
- Agency
- Agency Case Number
- Specimen Description
- Chain of Custody Information
- The Requested Testing
- Requesting Agency Contract Information
- Test Results
- Certification of Test Results Statement
- Analyst Signature
- Date of Test and/or Date of Report

## **VI. SOQ Requirements**

If your firm is interested in this project, please submit five (5) copies of your Statement of Qualifications that includes the following:

- Cover letter
- Overview of the firm
- Summary of the firm's experience and performance on similar projects completed in the last ten (10) years, including references
- Resumes for the Project Manager and key support staff including education, relevant past project experience, applicable licensing & certifications, and description of their assignment on this project
- Listing of client references associated with completed projects would be desirable
- Certification of Local Preference, if applicable
- Signed Addenda issued during advertisement
- The SOQ should be concise and shall not exceed Twenty-Five (25) pages. The pages shall be 8 ½" X 11". (Note: required exhibits and signed addenda do not count toward the maximum page count)

## **VII. Schedule**

The tentative schedule for hiring and engaging the Consultant is as follows:

- Advertise RFQ Package July 19, 2024
- Last day to submit written requests for clarification July 26, 2024
- Last day for City to provide response to questions July 30, 2024
- **Deadline to submit SOQs – 5:00 p.m.** **August 2, 2024**
- Respondent Selection Week of August 5, 2024
- Anticipated Start for Contract Negotiations Week of Aug. 12, 2024
- Anticipated Notice to Proceed August 26, 2024

\*If three (3) or fewer SOQ's are received, then the City reserves the right to select a Consultant based on the SOQ's submitted, and interviews may not be conducted.

### **VIII. Consultant Selection**

Consultant selection for award of a contract shall be in accordance with City's consultant selection policy, qualitative analysis and consultant evaluation forms. The City reserves the right to make the selection of a consultant based on any or all factors of value, including its sole discretion, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the consultant to perform the services set forth herein.

The initial screening of the Consultant SOQ's shall be based on categories identified in the Consultant SOQ Evaluation Form. Consultants who scored the highest will be short listed and invited to an interview. The number of Consultants that will be invited to the interview will be dependent on the number of SOQ's received by the City. At a minimum, three (3) consultants will be invited to the interview process. In the interview, the consultant's presentation will be scored on the categories identified on the Consultant Final Evaluation Form. The final selection shall be based on Consultant interview and presentation.

Any contract exceeding \$50,000 shall be subject to the approval of the City Council in accordance with Fresno Municipal Code. The City's standard contract will be used, which includes: a conflict of interest statement, and completion of a statement of economic interest.

This solicitation for SOQ's does not commit the City of Fresno to enter into a contract or to pay any costs incurred in the preparation of the SOQ. The City of Fresno reserves the right to accept or reject any SOQ's, and to negotiate with any qualified consultant, or to cancel in part or in its entirety this solicitation for SOQ's.

### **IX. Insurance Requirements and Indemnification**

Consultants shall meet all insurance requirements specified in the Standard City Consultant Agreement attached hereto at the time of contract execution **(Exhibit D)**.

To the furthest extent allowed by law, including California Civil Code section 2782.8 (if applicable), CONSULTANT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT, its principals, officers, employees, agents or volunteers in the

performance of this Agreement.

If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

#### **X. Regulated Communication in City Procurement Process Ordinance**

The Regulated Communications in City Procurement Process Ordinance (Article 6, Chapter 4 of the Fresno Municipal Code) became effective April 29, 2004. With certain specified exceptions, the Ordinance provides that no Respondent, Bidder, Proposer (as the case may be) shall initiate, engage in, or continue any communication to or with any City elected official concerning or touching upon any matter which is the subject of this competitive procurement process.

Any Respondent, Bidder, Proposer or elected official (as the case may be) who initiates, engages in, continues in, or receives any regulated communication shall file the written disclosure required by the Regulated Communications in City Procurement Process Ordinance.

Any Respondent, Bidder, or Proposer violating the Regulated Communications in City Procurement Process Ordinance may be disqualified from participating in this procurement process and/or determined to be non-responsible. Additionally, the City may set aside the award of a contract, prior to its execution, to a party found to have violated the Ordinance.

Note: The full text of Fresno Municipal Code Chapter 4, Article 6 may be obtained at the City Clerk's office and may be viewed on the City's website at <http://www.fresno.gov>, reference from there the "Government" heading, "City Clerk," and then click on "Fresno Municipal Code" in the middle of the page. Or view the Fresno Municipal Code directly at [http://library.municode.com/ca/fresno/codes/code\\_of\\_ordinances?nodetd=MUCOFR\\_CH4CIPUCOSA\\_ART6RECOELOFPRPR](http://library.municode.com/ca/fresno/codes/code_of_ordinances?nodetd=MUCOFR_CH4CIPUCOSA_ART6RECOELOFPRPR)

#### **XI. Debarment**

A Bidder may be debarred from bidding or proposing upon or being awarded any contract with the City, or from being a subcontractor or supplier at any tier upon such contract, in accordance with the procedures in Fresno Municipal Code Section 4-104 adopted by Council on May 17, 2018. The initial period of any such debarment shall not be less than one year and may be permanent depending on the violation. A Bidder may request a hearing, in accordance with Fresno Municipal Code Section 4-104, upon receipt of a notice of proposed debarment from the City Manager or designee. A copy of the

Ordinance may be obtained from the City Clerk's Office, 2600 Fresno Street, Fresno, California 93721

The City of Fresno hereby notifies all Consultants that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

## **XII. Cost Proposal and Contract Method of Payment**

The selected Consultant will be required to provide a detailed cost proposal. The Contract payment method shall be total fee plus contingency not to exceed the final contract amount. Detailed statements shall be rendered monthly and will be payable in the normal course of City business. (**EXHIBIT A**)

## **XIII. Requests for Information**

All requests for information (RFI) and questions regarding this project shall be in writing via email to the Project Manager identified in this RFQ. There are to be NO phone calls to the City for additional information or clarification. All RFI's shall be submitted within five business days from the submittal deadline. Failure to abide by this provision shall deem that Consultant non-responsive and the SOQ will not be considered. Responses to RFI's shall be addressed via issuance of an addendum, which will be emailed and posted on the City's PlanetBids website.

If your firm is interested in the consulting services for this project, please submit Five (5) copies of your SOQ. SOQ's must be submitted **BOTH** as a digital submission and a hard copy submission.

Digital copy SOQ's must be submitted by email. Due to email file size restrictions, the SOQ file shall be uploaded to the City's FTP site and the link provided after upload shall be emailed to [desiree.perry@fresno.gov](mailto:desiree.perry@fresno.gov) by 5:00 P.M on **Friday, August 2, 2024**. The City will not accept uploads from other external FTP sites or cloud servers. The City's FTP Site is at: <http://m3.fresno.gov/upload/upload-form.php>

Hard copy SOQ's must be submitted by Priority Mail to the following address:

Desiree Perry  
Administrative Manager  
Fresno Police Department  
P.O. Box 1271  
Fresno, CA 93715-1271

Hard copy SOQ's must be postmarked **Friday, August 2, 2024 or earlier.**

**The City will be utilizing a Standard City Consultant Agreement with no modification. The City will NOT entertain any modification of the agreement.**

Should you have any questions or require additional information, please contact Desiree Perry in writing by email at [desiree.perry@fresno.gov](mailto:desiree.perry@fresno.gov). Phone calls will NOT be accepted.

Attachments:

For Reference:

- Proposed Cost Proposal (Exhibit A)
- Certification for Local Preference (Exhibit B)
- Disclosure of Conflict of Interest (Exhibit C)
- Insurance Requirements (Exhibit D)

**EXHIBIT A**

**PROPOSED COST PROPOSAL  
Forensic Toxicology Services**

Name/Type of Drug	Cost
Forensic Blood Alcohol	
Abused Drug Screen (4 Drugs)	
Amphetamines/Methamphetamine (Urine/Blood)	
- Includes MDMA, MDA	
Cocaine & Metabolite (Urine/Blood)	
Opiates (Urine/Blood)	
- Includes Morphine, Codeine, 6MAM, Hydrocodone, Hydromorphone	
Phencyclidine "PCP" (Urine/Blood)	
Single Drug Confirmation/Level for Abused Drugs (Quantification)	
General Drug Screen (when required after Drugs of Abuse Screen)	
- Includes Antihistamines, Barbiturates, Benzodiazepines, Tricyclic Antidepressants, Propoxyphene, Carisoprodol and other prescription drugs	
Single Drug Screen (One price per individual drug screen) Amphetamines, Cocaine, Opiates, PCP, and THC by Immunoassay (blood or urine)	
Specific Drug Screen/Confirmation/Level Determination and Concentration of a drug & metabolite screened by specific drug Immunoassay, LCMS, LCMS-TOF, and/or GCMS	
Substance ID Identification and confirmation (qualitative only) of drugs in capsules, powders, tablets, fluids, organic material	
Substance Purity (Additional Fee) Purity (%) drug in capsule, powder, tablet, fluid, or organic material	
Rave/Rape Durg Screen (Screen/Confirmation/Quantification) - Includes alcohol, prescription drugs, recreational drugs, narcotics, stimulants, sedatives, and hallucinogens (GHB, LSD and Rohypnol)	
Complete Drug Screen (Abuse Screen and General Drug Screen)	

**EXHIBIT B**

**CERTIFICATION FOR LOCAL PREFERENCE**  
**Forensic Toxicology Services**

We certify that we qualify as a local business pursuant to Fresno Municipal Code Section 4-109(b)(1).

**Location of Business:**

Primary Office

Please provide street address

Branch Office

(NO PO Box)

(Please mark as applicable)

Address:

Phone:

The undersigned Respondent hereby declares under penalty of perjury under the laws of the State of California that the information contained on this CERTIFICATION FOR LOCAL PREFERENCE is correct and complete.

**The above Statement is part of the RFQ response.**  
**Respondents are cautioned that making a false certification**  
**may subject the certifier to criminal prosecution.**

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

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



**EXHIBIT C**  
**DISCLOSURE OF CONFLICT OF INTEREST**  
**Forensic Toxicology Services**

		<b>YES*</b>	<b>NO</b>
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: \_\_\_\_\_  
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 Signature  
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 Date  
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 Name  
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 Company  
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 Address  
 \_\_\_\_\_  
 City, State, Zip

Additional page(s) attached.

## EXHIBIT D

### **INSURANCE REQUIREMENTS Consultant Service Agreement between City of Fresno (City) and [Consultant Name] (Consultant) Forensic Toxicology Services**

#### MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under “Minimum Limits of Insurance.”
2. The most current version of Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT’S profession.

#### MINIMUM LIMITS OF INSURANCE

CONSULTANT, or any party the CONSULTANT subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY:
  - (i) \$1,000,000 per occurrence for bodily injury and property damage;
  - (ii) \$1,000,000 per occurrence for personal and advertising injury;

- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. COMMERCIAL AUTOMOBILE LIABILITY:

\$1,000,000 per accident for bodily injury and property damage.

3. WORKERS' COMPENSATION INSURANCE as required by the State of California with statutory limits.

4. EMPLOYER'S LIABILITY:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. PROFESSIONAL LIABILITY (Errors and Omissions):

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event CONSULTANT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONSULTANT shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. CONSULTANT shall establish additional insured status for the City under the General Liability policy for all ongoing and completed operations by use of endorsements providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85 or CG 20 10 04 13.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. CONSULTANT'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it. CONSULTANT shall establish primary and non-contributory status on the General Liability policy by use of ISO Form CG 20 01 04 13, or by an executed endorsement that provides primary and non contributory status as broad as that contained in ISO Form CG 20 01 04 13.
4. All policies of insurance shall contain, or be endorsed to contain, the following provision: CONSULTANT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.
5. All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. CONSULTANT is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONSULTANT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONSULTANT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.
6. Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.
7. The fact that insurance is obtained by CONSULTANT shall not be deemed to release or diminish the liability of CONSULTANT, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a

limitation upon the amount of indemnification to be provided by CONSULTANT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONSULTANT, its principals, officers, agents, employees, persons under the supervision of CONSULTANT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

### CLAIMS-MADE POLICIES

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONSULTANT.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by CONSULTANT, CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

### VERIFICATION OF COVERAGE

CONSULTANT shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, CONSULTANT shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

## SUBCONTRACTORS

If CONSULTANT subcontracts any or all of the services to be performed under this Agreement, CONSULTANT shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate side agreement with the City to provide required indemnification and insurance protection. Any required side agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no side agreement is required, CONSULTANT shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein and CONSULTANT shall ensure that CITY, its officers, officials, employees, agents, and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with CONSULTANT, and CITY, prior to commencement of any work by the subcontractor.