

Idaho Division of Purchasing

Amendment

Purchase Order Name	Alcohol & Controlled Substance Testing Services AM 1
Contract Number	SBPO20200219
Parties	State of Idaho DISA Global Solutions, Inc.
This Amendment's Value	60,000.00 USD
Total Contract Value	110,000.00 USD
Start Date	1/1/2021 12:00 AM
End Date	12/31/2021 11:59 PM

Contract Manager: State of Idaho; jason.urquhart@adm.idaho.gov
Purchasing Lead: State of Idaho; jason.urquhart@adm.idaho.gov

Instructions

SBPO20200219, Statewide Alcohol and Controlled Substance Testing Services (the "Contract") (for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327, and other authorized entities) is amended as detailed in the attached executed amendment document, which includes the renewal of the Contract for the period shown above or until a new contract for Statewide Alcohol and Controlled Substance Testing Services is awarded, whichever is sooner. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein.

Note: The dollar amount listed in the contract Amendment pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Mike Gonzalez

+1 714-731-3084
mjgonzalez@disa.com

Bill To Address

As detailed in sourcing
event or contract
instructions

Ship To Address

As detailed in sourcing
event or contract
instructions

Payment Details Payment

Terms: Net 30

Special Instructions:

Internal Comments:

Signature signed by:

Jason R. Digitally signed by
Urquhart Jason R. Urquhart
Date: 2020.12.16
14:08:18 -07'00'

Amendment Number One (1)
to
Contract Number SBPO20200219
for
Statewide Alcohol and Controlled Substance Testing Services

Parties: The Division of Purchasing "DOP"

and

DISA Global Solutions, Inc. "Contractor"

Recitals:

- A. The Parties entered into a Contract for the Provision of Statewide Alcohol and Controlled Substance Testing Services, Contract Number SBPO20200219 (the "Contract"), effective January 1, 2020.
- B. The Contract was awarded to the Contractor as a one (1) year contract due to the Contractor purchasing the previous contractor that provided Statewide Alcohol and Controlled Substance Testing Services.
- C. The state of Idaho represented by DOP is currently considering its options for future procurement of Statewide Alcohol and Controlled Substance Testing Services. DOP has determined that it needs additional time to make a decision about this. The Parties agree to amend the Contract to allow for a renewal period pursuant to this.
- D. The Parties further agree to renew the Contract.

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

1. Section 3, Contract Term, is changed to read as follows:

"3. Contract Term

This Contract shall remain in effect until DOP issues a new contract for Statewide Alcohol and Controlled Substance Testing Services. This Contract may be renewed, extended or amended upon mutual, written agreement between the Parties."

2. The Contract is renewed for the period of January 1, 2021 through December 31, 2021, or until a new contract for Statewide Alcohol and Controlled Substance Testing Services is awarded, whichever is sooner.
3. All references to "DISA Solutions, Inc." throughout Contract SBPO20200219 are changed to read "DISA Global Solutions, Inc.".
4. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.

5. This Amendment is effective upon the date of the last signature below. In no event will this Amendment be effective until executed by DOP.

Contractor



Mark Mayo, Chief Financial Officer

Date: ____ 12/16/2020 _____

DOP

Jason R. Urquhart
Digitally signed by Jason R. Urquhart
Date: 2020.12.16 14:05:21 -07'00'

Jason R. Urquhart, Purchasing Officer

Date: _____



Idaho Division of Purchasing

Statewide Blanket Purchase Order

Purchase Order Name: Statewide Alcohol and Controlled Substance Testing Services (DISA)
Contract Number: SBPO20200219
Contract Value: 50,000.00 USD
Purchase Order Date: 12/23/2019

Service Start Date:
1/1/2020 12:00 AM

Service End Date:
12/31/2020 11:59 PM

Submitted By: Jason Urquhart

Instructions

Contract for Statewide Alcohol and Controlled Substance Testing Services for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327, and other authorized entities. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Contract on an as needed basis. This Contract is to be drawn upon as requested by Participating Agencies for the period noted above.

Contract Usage Type:.....NON-MANDATORY. Public Agency Clause:Yes.

Since this is a non-mandatory contract, sections 6.3.1 and 6.3.2 are not mandatory.

NOTICE TO CONTRACTOR: This notice of award is NOT an order to ship. Purchase orders against this SBPO Contract will be furnished by the Ordering Agency on whose behalf this Contract is made.

THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED PROPOSAL (including any electronic bid submission), WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL.

In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:

1. This Statewide Blanket Purchase Order document.
2. The attached document with the heading “Contract for Statewide Controlled Substance Testing Services Contract Number SBPO20200219”.
3. Amendments to contract SBPO15200509.
4. Statewide Blanket Purchase Order SBPO15200509.
5. The state of Idaho’s original solicitation document (including written correspondence from the State to Central Drug System, Inc., during the clarification period; see the State's letter to Central Drug System, Inc. dated November 28, 2014, which memorializes the clarification period's correspondence).
6. The Contractor’s signed Proposal (including written correspondence from Central Drug System, Inc. to the State during the clarification period; see Central Drug System, Inc.'s response dated November 28, 2014, which confirms Central Drug System, Inc.'s understanding and agreement as it relates to the requirements of subsection 6.13 of the RFP).

Supplier

Mike Gonzalez
DISA Solutions, Inc.
10900 Corporate Centre Dr. #250
Houston, TX 77041

Contractor Contact: Mike Gonzalez

Phone: +1 714-731-3084

E-mail: mjgonzalez@aws.com

Special Instructions:

Internal Comments:

Total USD: \$50,000.00

Signature: Jason Urquhart

Jason R. Urquhart
Digitally signed by Jason R. Urquhart
Date: 2019.12.23 10:57:50 -07'00'

Signed By: _____

Contract
for
Statewide Alcohol and Controlled Substance Testing Services
Contract Number SBPO20200219

PARTIES

STATE OF IDAHO	"The State"
By and Through the Division of Purchasing	"DOP"
and	
DISA Solutions, Inc.	" Contractor "

RECITALS

- A. DOP awarded to Central Drug System, Inc. ("CDS") a contract (SBPO15200509 or the "Former Contract") for Statewide Alcohol and Controlled Substance Testing Services for various State of Idaho Agencies, Institutions, and Departments, effective January 1, 2015.
- B. On August 1, 2019, CDS sold its business to Contractor.
- C. State agencies have a continuing purchasing services; it is unreasonable, impractical, and disadvantageous for agencies to wait to buy additional services until a new competitive solicitation can be completed to replace the Former Contract.
- D. On December 5, 2019, DOP approved an exemption from competition to enter into a new contract (SBPO20200219 or "this Contract") with Contractor to provide state and public agencies the ability to continue to purchase Statewide Alcohol and Controlled Substance Testing Services while a new competitive solicitation can be conducted and awarded.
- E. The parties now agree to enter into this Contract pursuant to the exemption signed by DOP.

AGREEMENT

Based on the above recitals, which are incorporated as if set forth in full, and good and valuable consideration, the receipt of which is hereby acknowledged the parties agree as follows:

- 1. Terms and Conditions
The parties agree to the purchase of Statewide Alcohol and Controlled Substance Testing Services in accordance with the terms and conditions of the Former Contract, including any documents or attachments incorporated by reference into the Former Contract. Contractor shall have all of the rights and obligations conferred to CDS in the Former Contract.

2. Usage

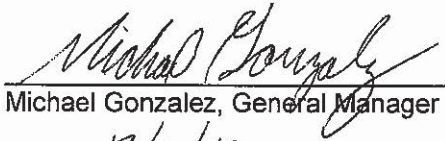
This Contract shall be a statewide contract, available for use by state agencies and public agencies, as detailed in the Former Contract; however, it shall be optional use for all entities.

3. Contract Term

This Contract shall remain in effect until DOP issues a new mandatory use statewide contract for Statewide Alcohol and Controlled Substance Testing Services resulting from a competitive solicitation. In no event shall the term of this Contract be longer than one (1) year.

This Contract will become effective on the date of the last signature. In no event shall this Contract be effective until signed by DOP.

Contractor


Michael Gonzalez, General Manager

Date: 12/20/19

DOP

Jason R.
Urquhart


Digitally signed by Jason R.
Urquhart
Date: 2019.12.23 10:41:27 -07'00'

Jason Urquhart, Lead Purchasing Officer

Date: _____



STATE OF IDAHO

REQUEST FOR PROPOSAL

for

STATEWIDE ALCOHOL AND CONTROLLED SUBSTANCE TESTING SERVICES

FOR THE STATE OF IDAHO

RFP15000097

Issue Date: August 15, 2014

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1. RFP Information

1.1 General Administrative Information

Request for Proposal (RFP) Title:	Statewide Alcohol and Controlled Substance Testing Services.
RFP Project Description:	A Request for Proposals for the administration and conduct of an alcohol and controlled substances testing program.
RFP Lead:	Jason Urquhart, CPPO, CPPB Purchasing Officer jason.urquhart@adm.idaho.gov Phone: 208.332.1608 Fax: 208.327.7320
Pre-Proposal Conference:	August 28, 2014, beginning at 9 a.m. Mountain Time
Pre-Proposal Conference Location:	Idaho Division of Purchasing 650 W. State Street Boise, ID 83702
Deadline To Receive Written Questions:	September 5, 2014 5:00 p.m. Mountain Time
Submit sealed Proposal (if submitting manually):	<u>Address for delivery by Courier:</u> Idaho Division of Purchasing 650 W. State St., Rm. B-15 Boise, ID 83702 <u>Address for delivery by US Mail:</u> Idaho Division of Purchasing P.O. Box 83720 Boise, ID 83720-0075
RFP Closing Date:	September 29, 2014 5:00 p.m. Mountain time
RFP Opening Date:	10:30 a.m. Mountain Time the following business day after closing.
Initial Term of Contract and Renewals:	See subsection 6.1, Contract Term, below.
TAKE NOTE OF THE PROPOSAL SUBMISSION ITEMS CLAUSE BELOW (SEE SUBSECTION 1.2)	

1.2 Proposal Submission Items

1.2.1 (For manually submitted Proposals) Completed signature page (see subsection 2.2.1). Include with your Technical Proposal (see subsection 1.2.2 below). Place it prior to the cover letter (see subsection 1.2.2.1 below).

1.2.2 Technical Proposal, which must consist of:

1.2.2.1 Cover letter (see subsection 2.5).

1.2.2.2 Acknowledgement of any amendments to the RFP (see subsection 2.6).

1.2.2.3 Three (3) completed reference questionnaires (see subsection 3.1.1, References and Attachment 2, References). (Per Attachment 2, completed reference questionnaires will not be returned to the Offeror by the references, but the references will submit them directly to the RFP Lead.)

1.2.2.4 Responses to all subsections with an ME evaluation code (including any attachments and appendices with an ME evaluation code), besides reference questionnaires.

1.2.2.6 Response to subsection 3.1.2.1, Organizational History and Structure.

1.2.2.6 Samples of reports and forms (see subsections 3.2.1.1 and 3.2.1.1.9), and Offeror must identify which forms can be provided electronically, and, which of those can be completed and tracked via a web-based system (see subsection 3.2.1.1).

1.2.2.7 Response to subsection 3.2.2.5, Breath Alcohol Testing.

1.2.2.8 SAMHSA certification (see subsection 3.2.3.2).

1.2.2.9 Laboratory Agreement (see subsection 3.2.3.4).

1.2.2.10 Laboratory information (see subsection 3.2.3.18).

1.2.2.11 MRO credentials (see subsection 3.2.4.4).

1.2.2.12 "List of Redacted Trade Secret Information" and redacted copy of the Technical Proposal (if you identify any trade secrets in your Technical Proposal) (see subsection 2.3.2 and 2.3.3).

1.2.2.13 (For manually submitted Proposals) Electronic copy of the Technical Proposal (see subsection 2.2.5).

1.2.2.14 Any additional documents and agreements pertaining to any proposed web-based system (see subsections 3.2.1.1, 6.11 and 6.12).

1.2.3 Completed **Appendix C Cost Proposal Schedule**.

1.2.3.1 Electronic copy of the Cost Proposal (see subsection 2.2.5.1).

1.3 Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held at the location and time indicated in subsection 1.1. All parties interested are invited to participate. Parties interested in attending the conference are asked to pre-register via email no later than 5 p.m. Mountain time, August 26, 2014 with the RFP Lead identified in subsection 1.1. The State will provide a teleconference line, which will be identified after you pre-register. The number of in-person attendees representing each party interested is limited to one (1) as space is limited. There is no limit on the number of attendees via telephone conference.

Parties interested are encouraged to submit questions in writing to the RFP Lead prior to the pre-proposal conference (using **Attachment 1, Offeror Questions, and sent via e-mail to the RFP Lead**).

The conference will be used to explain, clarify, or identify areas of concern in the RFP. Any oral information given by the State during the pre-proposal conference is to be considered unofficial.

Conference attendance is at the participant's own expense. Failure to attend the pre-proposal conference will not relieve the Offeror of meeting the requirements of this RFP.

1.4 Inquiries

Questions must be submitted, in writing, to the RFP Lead identified in subsection 1.1, by the date and time identified in that subsection (see Deadline To Receive Written Questions), and using **Attachment 1, Offeror Questions, and sent via e-mail to the RFP Lead**, in order to be considered. Official answers to all written questions will be posted on the State's e-Procurement System, IPRO, as part of an amendment to this RFP.

Any questions regarding the State of Idaho Standard Contract Terms and Conditions found at http://purchasing.idaho.gov/terms_and_conditions.html and/or Special Terms and Conditions (See section 6) must ALSO be submitted in writing, using Attachment 1, Offeror Questions, by the date and time identified in that subsection (see Deadline To Receive Written Questions). The State will not consider proposed modifications to these requirements after the date and time set for receiving written questions.

Any Proposal which conditions the Proposal based upon the State accepting other terms and conditions **not found in the RFP or which take exception to the State's terms and conditions** will be found non-responsive, and no further consideration of the Proposal will be given.

1.5 Purpose

The purpose of this Request for Proposal (RFP) is to solicit Proposals for the administration and conduct of an alcohol and controlled substances testing program. The program, except as otherwise identified in this RFP, shall be pursuant to Federal Motor Carrier Safety Administration (FMCSA) regulations in 49 CFR, Part 40 and Part 382 and the State of Idaho Employer Alcohol and Drug-Free Workplace Act. The program entails testing Participating Agency Employees and Applicants with Commercial Drivers Licenses (CDL) for the use of alcohol and controlled substances. Such testing shall include pre-employment and initial employment testing, post-accident testing, random testing, reasonable suspicion testing and return-to-duty and follow-up testing.

Agencies currently interested in participating in a Contract for these services are the Idaho Department of Agriculture, the Idaho Department of Fish and Game, the Idaho Department of Parks and Recreation, the Idaho Transportation Department, and the Idaho Division of Veterans Services. (The Idaho Transportation Department (ITD) has typically made the most purchases under the Contract; however, in the first quarters of calendar year 2014, the Idaho Department of Health and Welfare made more purchases than ITD.)

Other agencies use the current contract, but, may not have a need for compliance with the above regulations due to not having CDL needs.

1.6 Overview and Current Idaho Alcohol and Controlled Substance Testing Information

The State has had a contract with the same contractor for alcohol and controlled substance testing services since 2008. The current contract has an expiration date of December 31, 2014.

Please note that the current contract is primarily for the administration and conduct of an alcohol and controlled substances testing program pursuant to Federal Motor Carrier Safety Administration (FMCSA) regulations in 49 CFR, Part 40 and Part 382 and the state of Idaho Employer Alcohol and Drug-Free Workplace Act. The program entails testing agency employees and job applicants with CDL's for the use of alcohol and controlled substances. Such testing includes pre-employment and initial employment testing, post-accident testing, random testing, reasonable suspicion testing and return-to-duty and follow-up testing.

There are approximately ten (10) state agencies using the current contract. Additionally, there is one (1) political subdivision (public agency, as defined in Idaho Code § Section 67-2327) using the current contract.

The annual spend under the current contract has typically been approximately \$40,000.00; however, that trended upward to almost \$60,000.00 in calendar year 2013. Spend in the first quarter of calendar year 2014 was almost \$24,000.00, and spend in the second quarter of calendar year 2014 was almost \$22,000.00.

2. INSTRUCTIONS FOR SUBMISSION OF PROPOSALS AND PROPOSAL FORMAT

2.1 These following are instructions for Proposal submission and Proposal format. The information in section 2 is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted Proposals. Unless otherwise identified in this RFP, there is no intent to limit the content of Proposals.

2.2 For manually submitted Proposals:

2.2.1 Proposals must be submitted with a completed State supplied signature page (see the document with the document file name "signature_page_ITB_RFP_050213.pdf"), which must contain an **ORIGINAL HANDWRITTEN** signature executed in **INK** and be returned as part of the Proposal. **PHOTOCOPIED SIGNATURES** or **FACSIMILE SIGNATURES** are **NOT ACCEPTABLE (and will result in a finding that your Proposal is non-responsive)**. Place the completed signature page at the beginning of your Technical Proposal as the first page.

2.2.2 Proposals must be addressed to the RFP Lead and the package containing the Offeror's complete Proposal must be clearly marked with the RFP number (see the cover page of this document for the RFP number) and "Proposal – Alcohol and Controlled Substance Testing Services". (The Offeror's complete Proposal is both the Technical Proposal and the Cost Proposal.)

2.2.3 Each Proposal must be submitted in one (1) original with three (3) copies of the Technical Proposal and one (1) original and one (1) copy of the Cost Proposal.

2.2.4 The Cost Proposal must be sealed separately from the Technical Proposal, but within the package containing the Offeror's complete Proposal. The envelope containing the Cost Proposal must be identified with "Cost Proposal – Alcohol and Controlled Substance Testing Services".

2.2.5 Offerors must also submit one (1) electronic copy of the Technical Proposal on CD or USB device. Word or Excel format is required (the only exception is for brochures or word-searchable PDF files). The format and content must be the same as the manually submitted Proposal. The electronic version must NOT be password protected or locked in any way.

2.2.5.1 Offerors must also submit one (1) electronic copy of the Cost Proposal on CD or USB device, separately sealed within the package containing the original and copy of the Offeror's Cost Proposal. The format and content must be the same as the manually submitted Proposal. The electronic version must NOT be password protected or locked in any way.

2.3 Trade Secrets

Paragraph 32 of the Solicitation Instructions to Vendors describes trade secrets to "~~include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy.~~" In addition to marking each page of the document that contains trade secrets with a trade secret notation (as applicable; and as provided in Paragraph 3228 of the Solicitation Instructions to Vendors), Offerors must also:

2.3.1 Identify with particularity the precise text, illustration, or other information contained within each page marked “trade secret” (it is not sufficient to simply mark the entire page). The specific information you deem “trade secret” within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise clearly delineated from other text/information and specifically identified as a “trade secret.”

2.3.2 Provide a separate document entitled “List of Redacted Trade Secret Information” which provides a succinct list of all trade secret information noted in your Proposal; listed in the order it appears in your submittal documents, identified by Page#, Section#/Paragraph#, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the state’s procurement personnel to determine the precise text/material subject to the notation.

2.3.3 Submit a redacted copy (in electronic format, with the word “redacted” in the file name) of the Technical Proposal with all trade secret information removed or blacked out.

If you fail to follow the RFP instructions as they relate to the identification of trade secret information; or to otherwise identify trade secret information with particularity, your trade secret notation(s) may not be honored.

2.4 Table of Contents

Include a table of contents in the Technical Proposal identifying the contents of each section, including page numbers of major subsections.

2.5 Cover Letter

The Technical Proposal must include a cover letter on official letterhead of the Offeror; with the Offeror’s name, mailing address, telephone number, facsimile number, e-mail address, and name of Offeror’s authorized signer. (For manually submitted Proposals, the cover letter must be at the beginning of the Proposal, directly after the State supplied signature page; see subsection 2.2.1) The cover letter must identify the RFP Title and number, and must be signed, in ink, by an individual authorized to bind the Offeror contractually. In addition, the cover letter must include the following (please include the subsection numbers on your cover letter for your responses to subsections 2.5.1 through 2.5.910):

2.5.1 Identification of the Offeror’s corporate or other legal entity status. Offerors must include their tax identification number. The Offeror must be a legal entity with the legal right to contract.

2.5.2 A statement indicating the Offeror’s acceptance of and willingness to comply with the requirements of the RFP and attachments, including but not limited to the State of Idaho Standard Contract Terms and Conditions (http://purchasing.idaho.gov/terms_and_conditions.html) and any Special Terms and Conditions included in **section 6**.

2.5.3. A statement of the Offeror’s compliance with affirmative action and equal employment regulations.

2.5.4 A statement that Offeror has not employed any company or person other than a bona fide employee working solely for the Offeror or a company regularly employed as its marketing agent, to solicit or secure the Contract awarded from this RFP, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor or a company regularly employed by the Contractor as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the Contract to the Offeror. The Offeror must affirm its understanding and agreement that for breach or violation of this term, the State has the right to annul the Contract without liability or, in its discretion, to deduct from the Contract price the amount of any such fee, commission, percentage, brokerage fee, gifts or contingencies.

2.5.5 A statement naming the firms and/or staff responsible for writing the Proposal.

2.5.6 A statement that Offeror is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs. Vendor information is available on the Internet at: <https://www.sam.gov>.

2.5.7 A statement affirming the Proposal will be firm and binding for one hundred twenty (120) calendar days from the Proposal opening date.

2.5.8 A statement, by submitting its Proposal, that the Offeror warrants that any Contract resulting from this Solicitation is subject to Executive Order 2009-10 [http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html]; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the Contract price, per violation, and/or termination of its Contract.

2.5.9 A statement affirming the following:
(If awarded the Contract), Contractor consents to service of process upon it by registered or certified mail, return receipt requested, at its last known address. Contractor must notify the State in writing of any change of address to which service of process can be made. Service shall be completed upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor shall have thirty (30) calendar days after completion of service in which to respond.

2.5.10 A statement acknowledging that a 1.25% Administrative Fee will apply to the Contract awarded from this RFP as detailed in Paragraph 5 of the State's Standard Terms and Conditions.

2.6 Acknowledgement of Amendments

If the RFP is amended, the Offeror must acknowledge each amendment on its cover letter. Failure to acknowledge all amendments may result in the Proposal being found non-responsive.

2.7 Evaluation Code

Throughout the RFP certain requirements have an evaluation code assigned as defined below. Please ensure the Proposal response instructions are followed and the Offeror responds to each requirement that is designated with an evaluation code as follows:

2.7.1 **(ME)** Mandatory and Evaluated Specification - Failure to comply with any RFP requirement with an ME notation shall render Offeror's Proposal non-responsive and no further evaluation will occur. For all RFP requirements with ME notations, Offeror must respond with information explaining in detail how the requirements shall be met (except in the case of References [see subsection 3.1.1], in which the Offeror's references will be completing and submitting reference questionnaires). Points will be awarded based on predetermined criteria. The State reserves the right to seek clarification on any response to an RFP requirement with an ME notation.

Note: Offerors are directed to IDAPA 38.05.01.074.03.a, as well as IDAPA 38.05.01.091.05, which allow the designated State official to waive minor informalities as well as minor deviations. The State also reserves the right to seek clarification on any ME requirement.

3. TECHNICAL PROPOSAL

Use this Technical Proposal outline as part of your response to the RFP. *(In your Proposal submittal, restate each subsection number within section 3 for which a response is required, followed by your response for that subsection.)*

3.1 Business Information

3.1.1 (ME) References

Offeror shall provide at least three (3) completed reference questionnaires with its Proposal. Completed reference questionnaires will not be returned to the Offeror by the references, but the references will submit them directly to the RFP Lead. State of Idaho agencies, to include any current state of Idaho employees, cannot be used as references. See **Attachment 2, References**.

3.1.2 (ME) Company Background and Experience

The Offeror shall provide a list of all contracts under which the Offeror is providing or has provided similar Alcohol and Controlled Substance Testing services. The list of contracts shall include all contracts for which services are and were provided under the Offeror's current company name or identity and any previous or parent company name or identity.

The list must include:

- Client name
- Client address
- Client contact person and telephone number
- Duration of the contract
- Average number of specimen collection sites provided under the contract
- Average annual spend under the contract

If a contract was terminated for any reason other than the natural expiration, provide the reason for termination.

3.1.2.1 Organizational History and Structure

(The Offeror must respond to subsection 3.1.2.1; however, the response will not be evaluated.)

The Offeror must include a description of the its organization including its history and organizational structure. Such information shall include, but is not limited to, the company name, the legal status of the company, the length of time in business (include any previous names by which the company conducted business), home office address and phone number, and Idaho office address and phone number (if different from home office).

3.1.3 (ME) Account Manager Experience

The Offeror shall include a description of the experience of its proposed Account Manager that qualifies it to provide the services required in this RFP. The Offeror's proposed Account Manager must have at least two (2) years of experience in managing accounts for Alcohol and Controlled Substance Testing services under a contract of a least the scope identified in this RFP. The scope of the contract(s) must include multiple specimen collection sites.

3.1.4 (ME) Subcontractors

Describe the extent to which subcontractors will be used to comply with the Contract's requirements. Include a detailed description of how the subcontractors are anticipated to be involved under the Contract. Include a description of how the Offeror will ensure that all subcontractors will meet the Contract's requirements. Offerors must disclose the location of the subcontractor's business office. If the Offeror utilizes any entity other than the entity submitting the Proposal to provide any of the services required by this RFP, the relationship between the two entities is considered that of a contractor-subcontractor for the purpose of this subsection, regardless of whether a relationship is based on an actual written contract between the two entities.

During evaluations, Offerors will not be penalized if the Offeror identifies in their Proposals that they will not use any subcontractors. Offerors that will not be using any subcontractors must state so in their Proposals in response to this subsection.

3.1.5.1 Laboratories and specimen collection sites not owned by the Offeror are to be considered as subcontractors.

3.1.5.2 Subcontractor's entity and qualifications must meet the federal requirements in 49 CFR, Part 382 and Part 40. Evidence of such must be supplied in the Proposal.

3.2 Scope of Work

3.2.1 Management, Administration and Record Keeping

3.2.1.1 Reports and Forms

The Proposal must include sample copies of all reports and forms identified in Section 3 of this RFP to be utilized. Such documents must comply with 49 CFR, Parts 40 and 382. The following is a list of the forms for which samples must be provided with the Proposal:

3.2.1.1.1 Authorization form (required by subsection 3.2.2.4)

3.2.1.1.2 Chain-of-custody form (required by subsection 3.2.2.4)

3.1.1.1.3 Quarterly Report (required by subsection 3.2.3.13)

3.2.1.1.4 Test Result Report: Laboratory to MRO Report (required by subsection 3.2.3.14) (can be fulfilled by the Chain-of-custody form)

3.2.1.1.5 Test Result Report: MRO to Agency Report (required by subsection 3.2.3.14) (can be fulfilled by the Chain-of-custody form)

3.2.1.1.6 DOT Drug Testing Semi-Annual Laboratory Report (required by Appendix B to Part 40)

3.2.1.1.7 Split Specimen Failure to Reconfirm (required by Appendix D to Part 40)

3.2.1.1.8 Alcohol Testing Form (required by Appendix G to Part 40)

3.2.1.1.9 The Contractor must also provide all necessary forms for controlled substance testing that does not pertain to CDL's (not governed by 49 CFR, Part 40 and Part 382). See subsection 3.2.3.12.1.

The Offeror must identify which forms can be provided electronically, and, which of those can be completed and tracked via a web-based system. (Note: If the Offeror proposes to provide a web-based system for any aspect of the Contract, the Offeror must submit with its Proposal any agreement to which Participating Agencies will have to agree before utilizing the web-based system. See subsections 6.11 through subsection 6.13 regarding the state of Idaho's rights to require changes to such agreements.)

The Contractor must comply with all future changes to the above listed forms and reports, to include the SAMHSA Inspection Report, made by FMCSA, and must also supply any reports or forms that are added to 49 CFR, Parts 40 and 382 by FMCSA during the term of the Contract.

3.2.1.2 (ME) Record Keeping Process

The Offeror must include a description of its record keeping process.

3.2.1.3 (ME) Duplicate Off-Site Record Keeping

To provide security of reports and records, a duplicate off-site record keeping system shall be maintained by the Contractor. The Offeror must include information on its duplicate off-site record keeping systems and how they are maintained.

3.2.1.4 (ME) Regulation Updates

The Contractor shall provide each Participating Agency with published updates to 49 CFR, Parts 40 and 382, as they become available. The Offeror must identify the position title of the person in its organization that will be responsible for providing regulation updates, the means to be used for update service, and the frequency of regulation update service on an ongoing basis (whether or not updates will be provided as they become available, or other frequency).

3.2.1.5 Random Number Selection Program

The Contractor shall manage and administer controlled substance testing and alcohol testing for Group 1 (see subsection 6.2.1) utilizing a computer-based random number selection program. The random number selection program must comply with the requirements for such a program as found in 49 CFR, Parts 40 and 382. On a monthly basis (or a quarterly basis, as designated by the Participating Agency), the Contractor must generate and provide to each Participating Agency a list of that Agency's Employees that were selected via the Contractor's computer-based random number selection program. The percentages of Employees to be tested must be in compliance with the percentages identified in 49 CFR, Part 382.305.

Each Participating Agency reserves the right to provide additional sorting criteria.

3.2.1.6 Provision of Reports and Records

The Contractor shall provide reports and records required by FMCSA regulations to Participating Agencies within the time constraints imposed upon Participating Agencies by FMCSA regulations.

3.2.1.7 Guidance and Expertise

At no additional cost, the Contractor shall supply guidance and expertise to designated Participating Agency personnel on matters relating to this program. Guidance and expertise shall be via telephone consultation, at a minimum.

3.2.1.8 Customer Service Contact Number

The Contractor shall provide a toll-free telephone number to a twenty four (24) hour customer service center for Participating Agency personnel to contact for verification of cases of reasonable suspicion or post-accident cases and to determine the action to be taken.

3.2.1.9 Disposition of Records after Contract Termination

After termination or expiration of the Contract, at Participating Agency request, the Contractor must forward all records pertaining to the Participating Agency and its Applicants and Employees to the Participating Agency's designee.

3.2.2 Specimen Collection and Alcohol Testing

3.2.2.1 (ME) Requirements for Specimen Collection and Alcohol Testing Sites

The Contractor shall provide specimen collection and alcohol testing sites for the collection of and storing of urine specimens and for the testing for alcohol (these sites are hereafter referenced in this document as "sites"; even though these sites are stated as "specimen collection and alcohol testing sites", it is understood that not every site will provide for alcohol testing). These sites must not be located on the premises of any Participating Agency; however, upon written, mutual agreement between the Contractor and a Participating Agency, the Contractor may come to the Participating Agency's premises to perform specimen collections and alcohol testing. Participating Agencies are under no obligation to allow the Contractor to perform specimen collections or alcohol testing on their premises, and may terminate any agreement allowing for specimen collections or alcohol testing on their premises upon written notice to the Contractor. The Contractor must ensure confidentiality for Participating Agency Applicants and Employees at all sites.

Regardless of whether a site is provided by the Contractor or the Contractor is allowed to perform specimen collections or alcohol testing on the premises of a Participating Agency, all sites, for specimen collection and alcohol testing related to CDL's, must comply with the requirements of 49 CFR, Part 40, Subparts D, E and K.

The minimum number of cities in which at least one site must be provided (within the maximum allowed distance shown) are listed on Appendix A. The Offeror must indicate the distance from each city listed on Appendix A to its nearest collection and testing site.

Sites shall be open for business, for as many sites as possible, Monday through Friday, five (5) days per week, for a minimum of eight (8) consecutive hours per day, excepting a standard lunch hour, with hours between 7:00 a.m. through 7:00 p.m. Mountain time (or Pacific time for sites in the Pacific time zone). (A standard lunch hour means the time that the site is closed for lunch each business day, such as 12 PM to 1 PM, seldom fluctuates.) A minimum of one site must maintain these hours per District (see Appendix A for Districts), preferably in a core city (core cities are Coeur d'Alene, Lewiston, Boise, Twin Falls, Pocatello, and Idaho Falls). Sites may be closed on federal holidays, with the exception of post-accident and reasonable suspicion testing requirements identified herein.

The Offeror must include a list of its sites that it proposes to provide, with the address, the hours of operation, and telephone numbers (to include after-hours emergency telephone numbers for the sites that provide twenty four [24] hour specimen collection, Breath Alcohol Testing, or both) for each with its Proposal. The list must also identify for each site any weekend availability, and whether or not alcohol tests are administered at the site in addition to specimen collection. The Contractor shall provide twenty four (24) hour, seven (7) day a week specimen collection and alcohol testing for post-accident and reasonable suspicion testing for as many sites as possible, but, at a minimum, at one site per District, preferably in a core city.

The State prefers stationary collection and testing sites rather than mobile sites. The Offeror must identify in its Proposal which of its sites are mobile sites.

For all sites, Participating Agency Applicants and Employees shall not be required to wait more than thirty (30) minutes after their arrival for scheduled testing to begin, and post-accident specimen collection and/or breath alcohol testing shall begin within fifteen (15) minutes of the Employee's arrival at the site.

Sites in core cities must have the following:

3.2.2.1.1 A temperature-controlled environment and provide a waiting room with seating available for Participating Agency Applicants and Employees. The waiting room must be separate from specimen collection and breath alcohol testing areas. It is preferred, but not required, that all sites proposed by the Offeror have the same.

3.2.2.1.2 The Contractor must provide free parking adjacent to each site. It is preferred, but not required, that all sites proposed by the Offeror have the same.

3.2.2.2 Changes to Sites

Participating Agencies may choose to add to or delete from the list of cities in the Contract during the term of the Contract. If any change to the list is initiated by a Participating Agency during the term of the Contract, it will go into effect upon mutual, written agreement between Participating Agency and the Contractor.

The Contractor must provide updates of the list at a minimum frequency of semi-annually, documenting any additions of sites to or deletions of sites from the list.

Regardless of any changes to the list, the Contractor must comply with the requirements of the Contract.

3.2.2.3 (ME) Expanded On-Site Testing

Some Participating Agencies have identified interest in expanding their requirements for on-site specimen collections and alcohol testing, both during customary business hours, and during after-hours and on weekends. The Offeror must identify its capabilities in this regard.

In the response to this subsection, the Offeror must identify the number of locations throughout the state of Idaho where these services can be provided, identify the cities in which the services can be provided and the hours and days in which the services can be provided.

3.2.2.4 Authorization Forms and Chain-of-Custody Forms

The Contractor shall supply at its collection and testing sites authorization forms for each Participating Agency Applicant or Employee to complete prior to testing. The Contractor shall also supply these forms in both hard copy and electronic format to each Participating Agency's contact person. The form must require the identity of the person being tested, Participating Agency name, and district number (if applicable). It must also identify for what the test is (pre-employment, random, follow-up, etc.), where to send the chain-of-custody forms (the Federal Drug Testing Custody and Control Form, as identified in 49 CFR, Part 40.3), and must stipulate that invoices are to be sent to the Contractor (not to Participating Agency offices). The Contractor must comply with all future changes to 49 CFR, Part 40.3 and any other changes to 49 CFR, Part 40 made by FMCSA that apply to the Federal Drug Testing Custody and Control Form.

The Contractor shall also supply all chain-of-custody forms, which forms must track all handling of specimens. Completed chain-of-custody forms must be provided to Participating Agencies upon their request.

3.2.2.5 Breath Alcohol Testing

Sites at which alcohol testing will be conducted shall have trained Breath Alcohol Technicians (BAT) meeting the requirements of 49 CFR, Parts 40.211 and 40.213. Evidential Breath Testing (EBT) devices must be listed on the National Highway Traffic Safety Administration conforming products list (found at <http://www.nhtsa.gov>), and alcohol test procedures must conform to the requirements of 49 CFR, Part 40, Subparts K, L, M and N. The Proposal must specify the procedures to be utilized for alcohol testing. The Offeror must also provide details of the qualifications of its BAT's. The Contractor must comply with any future changes to 49 CFR, Parts 40.211, 40.213 and Subparts K, L, M and N and any other changes to 49 CFR, Part 40 made by FMCSA that apply to BAT training, education or certification requirements and alcohol test procedures.

It is acceptable, in accordance with 49 CFR, Part 382.107, for a collection site that does not have Breath Alcohol Testing available to use an approved Saliva Alcohol Testing Device (approved means that the device must be on the National Highway Traffic Safety Administration's conforming products list) for the initial screening. The person administering the Saliva Alcohol Testing Device must meet the requirements of 49 CFR, Parts 40.211 and 40.213, and the results must be able to be upheld in a court of law.

3.2.2.6 (ME) Transportation of Specimens to Testing Laboratory

The Contractor shall provide overnight transportation for all specimens from the sites to the testing laboratory via certified courier. The Proposal must specify how overnight transport of specimens to the testing laboratory will occur, and must describe the shipping devices and equipment (specimen bottles and shipping containers) to be used that will prevent spilling of specimens.

3.2.2.7 (ME) Monitoring of Sites and Laboratories

The Offeror must describe the means of monitoring it will use to evaluate the compliance and integrity of all sites and the laboratories that it will use on an on-going basis. The Offeror must describe how it will provide reports of its findings to the Division of Purchasing, and the frequency of reporting, and in what detail.

3.2.2.8 Blind Performance Test Specimens

The Contractor shall submit blind performance test specimens to the laboratory in accordance with 49 CFR, Part 40.103 and 40.105. The Contractor must comply with all future changes to 49 CFR, Part 40.103 and 40.105 and any other changes to 49 CFR, Part 40 made by FMCSA that apply to the submission of blind performance test specimens to the laboratory.

3.2.2.9 49 CFR, Part 40 Requirements

The Contractor shall ensure that all sites have a copy of 49 CFR, Part 40 and that the employees working at those sites understand its requirements. Site personnel shall have been trained in compliance with 49 CFR, Part 40 prior to performing the services required in the Contract and shall be regularly engaged in the business of providing the required controlled substances and alcohol testing.

3.2.2.10 Inspection by State of Idaho Agencies

Agencies of the state of Idaho shall have the right to conduct on-site inspections of the sites at their discretion with no advance notice to the Contractor. Inspecting state agencies shall be granted unrestricted access to all areas of the sites.

3.2.2.11 No Charge for Rejected or Unfit Specimens

The Contractor must not charge for the handling of rejected specimens or those otherwise unfit for testing.

3.2.3 Laboratory Services

3.2.3.1 Laboratory Compliance with 49 CFR, Part 40

All laboratories utilized under the Contract must comply with the requirements of 49 CFR, Part 40, Subpart F.

3.2.3.2 SAMHSA Certification

The laboratory(ies) utilized by the Contractor shall be currently certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) and must maintain such certification for the term of the Contract. Any certification changes during the term of the Contract must be immediately communicated to the Division of Purchasing. The date of certification and proof of certification by SAMHSA must be submitted with the Proposal. Information that relates to any certification suspension of the laboratory by SAMHSA must also be submitted with the Proposal.

3.2.3.3 Laboratory Identified as Subcontractor, If Necessary

If the laboratory(ies) to be utilized is (are) not owned by the Offeror, it (they) must be identified in the Proposal as a subcontractor(s) per subsection 3.1.5.1.

3.2.3.4 Laboratory Agreement

The Offeror must submit with its Proposal the Laboratory Agreement that will be utilized for the services called for in this RFP.

3.2.3.5 Testing and Storage of Specimens

For controlled substance testing pertaining to CDL's (governed by 49 CFR, Part 40 and Part 382), the laboratory shall conduct testing and storage of specimens (primary and split specimens as defined in 49 CFR, Part 40) according to 49 CFR, Part 40, Subparts F and H. The Contractor must comply with all future changes to 49 CFR, Part 40, Subparts F and H and any other changes to 49 CFR, Part 40 made by FMCSA that apply to the conduct of testing and storage of specimens.

For specimens to be tested and stored that do not pertain to CDL's (not governed by 49 CFR, Part 40 and Part 382), the Contractor must test and store those specimens in accordance with all other applicable laws.

3.2.3.6 Forensic Toxicologist Services and Other Professional Services

The laboratory shall have at least one qualified Ph.D. forensic toxicologist in its employ that will provide litigation assistance, including expert witness testimony and depositions, as needed by Participating Agencies.

Prices proposed for Professional Services shall include hourly rates for Ph.D. toxicologist, expert witnesses, and any other Professional Services that the Offeror foresees as potentially needed pursuant to test results appeals by Participating Agency Applicants or Employees, or potential litigation.

3.2.3.7 Laboratory Authorized Personnel List

The laboratory shall provide to any requesting Participating Agency a list of all authorized personnel (individuals having access to those areas used for receiving, testing and storage of urine specimens, laboratory supervisors with the authority to sign for and take control of urine specimens, and delivery personnel).

3.2.3.8 Laboratory Personnel Certifications, Licenses, and Job Descriptions

The laboratory shall maintain and make available to any requesting Participating Agency copies of all pertinent certifications and licenses held by laboratory personnel performing or overseeing the testing activities pertaining to the Contract. The laboratory shall also supply job descriptions for laboratory personnel upon request by any Participating Agency.

3.2.3.9 Laboratory Equipment

Laboratory equipment used to fulfil the requirements of the Contract must be maintained in good working order.

3.2.3.10 Laboratory Records

For controlled substance testing pertaining to CDL's (governed by 49 CFR, Part 40 and Part 382), the laboratory shall maintain all records that pertain to the Contract for the appropriate period of time to comply with 49 CFR, Part 40.99 and 40.109 and shall supply such records to any requesting Participating Agency. The Contractor must comply with all future changes to 49 CFR, Part 40.99 and 40.109 and any other changes to 49 CFR, Part 40 made by FMCSA that apply to the record retention requirements for laboratory records.

For records relating to specimens that do not pertain to CDL's (not governed by 49 CFR, Part 40 and Part 382), the Contractor must maintain records pertaining to those specimens in accordance with all other applicable laws.

3.2.3.11 Availability of SAMHSA Inspection Reports

The laboratory shall make available to any requesting state of Idaho agency all SAMHSA inspection reports.

3.2.3.12 Drug Detection Limits Pertaining to CDL's

For controlled substance testing pertaining to CDL's (governed by 49 CFR, Part 40 and Part 382), drug detection limits (drug detection limits are also referred to as cut-off levels in this document) shall comply with 49 CFR, Part 40.87. The Contractor must comply with all future changes to this regulation and any other changes to 49 CFR, Part 40 made by FMCSA that apply to drug detection limits.

3.2.3.12.1 (ME) Drug Detection Limits, Non-CDL

For controlled substance testing that does not pertain to CDL's, the Offeror shall provide with its Proposal a list of all of the drug types and cut-off levels for which it can test. The Proposal must address whether or not there are specific panels (groupings of drugs for which tests will be conducted) required by the Contractor, or, if each Participating Agency can require its own panels.

Please also specifically address steroid testing and opioid testing in your response to this subsection.

3.2.3.13 Quarterly Reporting

The laboratory shall provide the total number of positive results for each Participating Agency in quarterly reports separated by Participating Agency, forwarded to the appropriate Participating Agency through the Contractor. Additionally, the laboratory shall provide all results for each Participating Agency in quarterly summaries, separated by Participating Agency and forwarded to the appropriate Participating Agency through the Contractor. The quarterly summaries must meet the requirements of 49 CFR, Part 40.111, except that the State requires that summaries be submitted quarterly, rather than semi-annually.

3.2.3.14 Reporting to Medical Review Officer

Negative results and initial positive results for controlled substances and/or alcohol tests shall be reported to a Contractor-designated Medical Review Officer (see subsection 3.2.4) within twenty four (24) hours of laboratory analysis. Confirmatory positive test results shall be reported to the Contractor-designated Medical Review Officer within forty eight (48) hours. The Medical Review Officer must then interview the pertinent Employee or Applicant either in person or via telephone call. Results must be transmitted to the Participating Agency no later than the next business day.

Positive test results shall be provided to each Participating Agency's contact person within forty eight (48) hours of confirmation by the MRO(s). Initial contact may be done by telephone with a follow-up fax transmission.

3.2.3.15 Quality Control Program

The laboratory shall have a quality control program, and the Contractor must keep a copy of the quality control program on file, and provide a copy to any requesting Participating Agency.

3.2.3.16 Proof of Credentials

Proof of credentials of all laboratory directors and technicians must be kept by the Contractor, and the Contractor must provide a copy to any requesting Participating Agency.

3.2.3.17 (ME) Laboratory Record Keeping System

The Proposal must specify the record keeping system the laboratory will utilize, including failsafe back-up procedures to prevent loss of documentation.

3.2.3.18 Required Laboratory Information

The Proposal must include the name, location, days of week, and hours of operation of the laboratory(ies) to be utilized.

3.2.3.19 Confidence of Information

The Contractor shall require that the laboratory (whether the laboratory is owned by the Contractor or subcontracted) maintain Applicant and Employee test records in confidence. (For controlled substance testing pertaining to CDL's, this is provided for in 49 CFR, Part 40.329.) The laboratory must disclose information related to a positive drug test to the individual that provided the specimen, the Participating Agency, or the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual that provided the specimen and arising from a certified positive drug test.

3.2.4 Medical Review Officer (MRO) Services

3.2.4.1 Medical Review Officer Compliance with 48 CFR, Part 40

All Medical Review Officers utilized under the Contract must comply with the requirements of 49 CFR, Part 40, Subpart G.

3.2.4.2 Medical Review Officer Certifications

The Contractor shall provide, as part of its services, a Certified Medical Review Officer (MRO), listing the MRO's name and certification(s). The MRO shall be certified by one or more of the three recognized MRO authorities, which are the American Association of Medical Review Officers, the American Society of Addiction Medicine, or the American College of Occupational and Environmental Medicine.

3.2.4.3 Required Medical Review Officer Information

The Contractor shall provide the name, location, hours of operation, and regular and emergency telephone numbers for each MRO.

3.2.4.4 Medical Review Officer Credentials

The Offeror must provide the credentials (those required in 49 CFR, Part 40.121) of each Medical Review Officer that the Offeror proposes will provide services under the Contract.

3.2.5 (ME) Training

The Offeror must provide information on available training services that can be utilized by Participating Agencies to fulfill requirements under 49 CFR, Part 382.603 and other training available, including associated costs.

The Contractor must provide training in compliance with 49 CFR, 382.603. This training may be provided by the Contractor in person at Participating Agency sites, scheduled with Participating Agency's contact person. Alternatively, the Contractor may supply Participating Agencies a training video for them to keep on hand, or provide training on-line.

If the Contractor chooses to provide a training video, no later than thirty (30) calendar days after the first day of the term of the Contract, it must supply at no cost to Participating Agencies a minimum of ten (10) copies of the video per Participating Agency in the form of a DVD, on a thumb drive, or sent via email, and replace the videos as training content is updated or when videos are lost, damaged, or destroyed, whichever occurs first. The Proposal must indicate whether this training will be provided in person, via a training video, or on-line.

The Contractor must also provide training to Participating Agencies when changes to 49 CFR, Part 40 and Part 382 cause a need for a change in procedures. This training may be provided by the Contractor in person at Participating Agency sites, scheduled with Participating Agency's contact person. Alternatively, the Contractor may supply Participating Agencies a training video for them to keep on hand, or provide training on-line. If the Contractor chooses to provide a training video, it must supply a minimum of ten (10) copies of the video per Participating Agency in the form of a DVD, on a thumb drive, or sent via email, and replace the videos as training content is updated (when changes to 49 CFR, Part 40 and Part 382 cause a need for a change in procedures) or when videos are lost, damaged, or destroyed, whichever occurs first. The Proposal must indicate whether this training will be provided in person, via a training video, or on-line.

3.2.6 Transition and Implementation Requirements

3.2.6.1 Offerors must note that, to effect a timely transition, the State will endeavor to award the new Contract prior to the termination of the current contract.

3.2.6.2 (ME) Start-Up

The Offeror must provide a "start-up" transition plan that describes how the Offeror would transition from the current contracted service delivery to the Offeror's service delivery in accordance with the requirements of this RFP. Offeror must provide a transition timetable demonstrating how the Offeror will complete transition (to include start-up and contract implementation) within ninety (90) calendar days of the award of the Contract. The transition plan must contain a timetable with start-up and implementation deliverables and milestones, must identify transition team members, and address the following functions and concerns and the method of their control:

3.2.6.2.1 Provision of forms to Participating Agencies.

3.2.6.2.2 Billing and payment processes.

3.2.6.2.3 Training on the Contractor's procedures and processes relating to specimen collection, transport, documentation and reporting, as well as documentation and reporting of alcohol tests. The method of training to be used must be identified. (Please note that Participating Agency locations will be spread throughout the state of Idaho, and Offerors must factor this into their training plans.)

3.2.6.2.4 Training on customer service structure and hours of operation. The method of training to be used must be identified.

3.2.7 (ME) Close Out

The Offeror must provide a “close out” transition plan, which will cover contract close out and transition activities to a new contractor at the end of the Contract, if the Offeror is awarded the Contract.

The Offeror agrees that, if awarded the Contract, that it will make every attempt to ensure that contract close out and transition to a new contractor is successful, and will assign a close out and transition team to carry this out. This team will be assigned by the Contractor no later than one hundred twenty (120) calendar days prior to expiration of the Contract.

The State may have a need for the Contractor to continue providing any part or all of the services required under the Contract for a period not to exceed one hundred twenty (120) calendar days after the expiration or termination of the Contract. If this need exists, the State shall notify the Contractor of such in writing, and the Contractor must provide the services for that period or until the State notifies the Contractor in writing to cease providing services, whichever is sooner.

3.2.8 Reports Required by the Division of Purchasing

The Contractor will be required to submit to the Division of Purchasing reports (in Microsoft Excel format) that will provide, at a minimum, the following information:

3.2.8.1 Quarterly Summary and Detailed Line Item Usage Reports

Quarterly summary and detailed line item usage reports by any Participating Agency using the Contract, categorized by Participating Agency, indicating the types and quantity of tests performed, the date the services were performed, and the total cost.

3.2.8.2 Quarterly Administrative Cost Reports

Quarterly reports indicating what Administrative Costs (see Appendix C [B. Administrative Costs]) were charged for the quarter. This report must identify each type of Administrative Cost charged, the cost for and date of each charge, and must be categorized by Participating Agency.

3.2.8.3 Custom Reports

Custom reports that may be requested from time to time by the Division of Purchasing.

4. COST PROPOSAL

4.1 Form of Submission of the Cost Proposal

The Offeror must complete and submit **Appendix C, Cost Proposal Schedule** to provide its Cost Proposal. Altering the Cost Proposal Schedule or using any other format to submit the Cost Proposal may result in a finding that the Proposal is non-responsive.

5. PROPOSAL REVIEW, EVALUATION AND AWARD

5.1 Technical Proposal and Cost Proposal evaluations will be conducted separately, and no Cost Proposal information will be available to the technical evaluators during their evaluation.

5.2 All Proposals will be reviewed by the State first to ensure Proposal Submission Items (see subsection 1.2) have been received as required by this RFP. Proposals that do not contain all Proposal Submission Items may be rejected as non-responsive.

5.3 The Technical Proposal Evaluation Committee will consist of technical evaluators and a proctor, and may include observers. The Technical Proposals (unless a Proposal is found non-responsive), with the exception of References (see Attachment 2), will be independently evaluated by the technical evaluators.

The ratings from the completed reference questionnaires (see Attachment 2, References) will be entered into a spreadsheet by the State, and the spreadsheet will automatically calculate the scores for References.

5.4 The State reserves the right, in its sole discretion, to assign groups of Technical Proposals to a subset of technical evaluators based upon the number of Proposals received or upon the complexity of the technical components within the RFP.

5.5 Evaluation Categories and Weights

The table below indicates the total number of points assigned to each area of the RFP evaluation. These weights are provided here for your understanding of the State's general applications and requirements.

Technical Proposal

Business Information (subsection 3.1)	100	points
Scope of Work (subsection 3.2)	500	points
Total Available Technical Proposal Points	600	points

Cost Proposal (see section 4 and Appendix C)

Total Available Cost Proposal Points	400	points
Grand Total Available Points	1,000	points

5.6 The scores for the Technical Proposals will be normalized as follows: The Technical Proposal with the highest Overall Total Technical Proposal Score will receive all of the total available Technical Proposal Points. Other Technical Proposals will be assigned a portion of the total available Technical Proposal Points, using the formula: $\#600 \times \frac{\text{Overall Total Technical Proposal Score of the Technical Proposal being evaluated}}{\text{Overall Total Technical Proposal Score of the Technical Proposal with the highest Overall Total Technical Proposal Score}}$.

5.7 There will be no committee evaluation of Cost Proposals. Cost Proposal information will be entered into a spreadsheet that will calculate Cost Proposal scores.

The only Cost Proposals that will be opened and evaluated will be for those Offerors that have the top three (3) normalized Technical Proposal scores. All other Proposals will receive no further consideration.

The Cost Proposal evaluation will be based on the Grand Total, Line Items A-1 through B-5. (See **Appendix C, Cost Proposal Schedule**. Note the asterisk found in three (3) places on the Cost Proposal Schedule.)

5.8 Cost points for the Cost Proposal evaluation shall be normalized as follows: The Cost Proposal with the lowest Grand Total, Line Items A-1 through B-5 (see **Appendix C, Cost Proposal Schedule**) will receive all of the total available Cost Proposal Points. Other Cost Proposals will be assigned a portion of the total available Cost Proposal Points, using the formula: $\#400 \times \frac{\text{Grand Total, Line Items A-1 through B-5 of the Cost Proposal with the lowest Grand Total, Line Items A-1 through B-5}}{\text{Grand Total, Line Items A-1 through B-5 of the Cost Proposal being evaluated}}$.

5.9 Award

Intent to award shall be made to the responsive, responsible Offeror whose Proposal receives the highest overall score (normalized Technical Proposal points added to normalized Cost Proposal points).

6. SPECIAL TERMS AND CONDITIONS

6.1 Contract Term

The initial term of the Contract will be three (3) years. There will be an opportunity for three (3), one-year renewal periods to be exercised upon mutual, written agreement between the parties.

6.2 Groups to be Tested

The Contract includes the testing of four different Groups for controlled substances and alcohol.

6.2.1 Group 1 - The first group will consist of approximately six hundred to seven hundred (600 to 700) current Participating Agency Employees that possess a Commercial Driver's License and who are covered by the FMCSA regulations. Employee names will be provided to the Contractor by Participating Agencies for inclusion in a Contractor-provided computer-based random selection program managed and administered by the Contractor in accordance with the requirements at subsection 3.2.1.5 of this RFP. The Contractor will maintain separate listings for each Participating Agency that requires testing.

6.2.2 Group 2 - The second group will consist of Participating Agency Applicants or Employees needing controlled substance and/or alcohol testing prior to employment in a position that requires a CDL, but not included in the random testing pool.

6.2.3 Group 3 - The third group will consist of Participating Agency Employees who are not covered by DOT requirements (not working in a job that requires a CDL). The Contractor may be required to perform pre-employment, random, post-accident, reasonable suspicion, return-to-duty, and follow-up testing for controlled substances or alcohol on Employees categorized in this third group as needed by Participating Agencies.

6.2.4 Group 4 - The fourth group will consist of students at Idaho universities and colleges that are participating in Truck Driver Training programs that are required to be tested in accordance with the requirements of 49 CFR, Part 40 and Part 382.

6.3 Use of the Contract

6.3.1 Use of the Contract by the Idaho Department of Agriculture, the Idaho Department of Fish and Game, the Idaho Department of Parks and Recreation, the Idaho Transportation Department, and the Idaho Division of Veterans Services is mandatory for testing of Groups 1 through 4 (see subsection 6.2 for a description of the Groups).

6.3.2 Use of the Contract by other state agencies for testing of Groups 1, 2 and 4 is mandatory.

6.3.3 Use of the Contract by other state agencies for testing of Group 3 is optional.

6.3.4 Use of the Contract by "Public Agencies" for any of the Groups is optional.

6.3.5 Please note that drug testing kits (such as dip tests and self-contained testing cups) and drug testing in which the agency itself collects the specimens and sends them to a laboratory for testing will be excluded from the Contract awarded from this RFP.

6.4 Extension of Alcohol and Controlled Substance Testing Services to Public Agencies

Alcohol and Controlled Substance Testing services under the Contract shall be extended to other "Public Agencies" of the state of Idaho as defined in Section #67-2327 of the Idaho Code.

It will be the responsibility of the Public Agency to independently contract with the Contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts.

6.5 Communication Restrictions

Offerors must comply with all State laws, rules, and policies covering communication with State employees and officials during the RFP process. If an Offeror engages in any unauthorized communication, the State may reject its Proposal as non-responsive.

6.6 Ownership of Proposals

All Proposal contents become the property of the State, and may become a part of any resulting Contract. Award or rejection of a Proposal does not affect this right.

6.7 Proposal Validity

(Section 25, Firm Prices, of the Solicitation Instructions to Vendors, shall not apply to this solicitation.)

Proposals must remain valid for one hundred twenty (120) days after the Proposal due date or until a Contract is signed with the successful Offeror, whichever is sooner. No Proposal will be accepted if marked "price prevailing at time of delivery," "estimated prices," "actual costs to be billed," or similar phrases. After the date and time of closing, no price increase will be allowed, unless otherwise stipulated by the State's Solicitation documents. All Proposals must be in U.S. Dollars.

6.8 Ownership of Materials Developed

Any materials and communications developed by the Contractor within the course of performance of the Contract and developed specifically for use on the Contract shall be the property of the Participating Agency for which it was developed, and the Participating Agency shall be free to use such materials and communications as it sees fit.

6.9 Method of Payment

The Contractor shall bill Participating Agencies monthly in arrears for controlled substance tests and alcohol tests performed. These invoices shall show the testing date, name of the Participating Agency Applicant, Employee or student, employee identification number (if applicable), and type of test(s) performed. The invoices shall reflect the services provided for the previous month. All other services provided by the Contractor will be billed separately in arrears.

6.10 Price Adjustment

All price adjustments are subject to approval by the Division of Purchasing and no price adjustment will be in effect until approved by the Division of Purchasing. The Division of Purchasing reserves the right to require supporting documentation for any adjustments. An upward price adjustment for inflation shall be allowed no more frequently than annually.

An adjustment may be allowed based upon the percentage change of the Table 4. Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index, West urban, Size

B/C – 50,000 to 150,000, as published by the U.S. Dept. of Labor, Bureau of Labor Statistics (<http://www.bls.gov>). To access this information, go to: www.bls.gov. Once there, click on Economic Releases, then click on the “Consumer Price Index” link. Once there, click on the PDF version of the release, and scroll to “Table 4”. Find in that table “West Urban” and use the “Size B/C” data.

The percent change to be allowed shall be the percent change from the month four (4) months prior to the first day of the term of the Contract (the Base Month) to the month twelve months after that month. For all subsequent adjustments, the Base Month shall change to the month twelve months after the prior Base Month. The adjusted price shall be rounded to the next higher cent.

To request an increase, the Contractor must submit a written request no less than thirty (30) calendar days prior to the effective date of the increase. The request shall include the contract number and be sent to the Division of Purchasing, P.O. Box 83720, Boise, ID 83720-0075. The state of Idaho reserves the right to require the Contractor to decrease the prices in the same manner described above.

6.11 Additional Documents or Agreements Pertaining to Web-Based Systems

Offeror must submit with its Proposal all documents and/or agreements pertaining to any web-based system that the Offeror proposes to have incorporated into any resulting Contract. If the Offeror expressly conditions its Proposal upon the State’s acceptance of its additional documents and/or agreements, its Proposal may be deemed nonresponsive. The State will not accept any documents and/or agreements submitted after the RFP Closing Date (see subsection 1.1). If the Offeror attempts to submit additional documents and/or agreements after the RFP Closing Date, and conditions its Proposal upon the State’s acceptance of those additional documents and/or agreements, its Proposal will be deemed nonresponsive. The State will not accept terms that allow Offeror to make unilateral amendments to any resulting Contract.

6.12 Click-Through Licensing Prohibited

The State will not accept “click through” acceptance of software licensing terms either initially or through updates.

The State will only consider the terms and conditions (if any) applicable to any proposed web-based system if the Offeror submits them in writing as part of its Proposal.

Please note that the State will require substantive changes to private company terms and conditions that include clauses such as indemnification, termination and/or entire agreement clauses. Also note that for any clauses pertaining to governing law, the governing law must be that of the state of Idaho, with the jurisdiction being in Ada County. Failure of the Offeror to make the changes required by the State (see subsection 6.13, Clarification Period Prior to Award) may render that Offeror’s Proposal as non-responsive.

6.13 Clarification Period Prior to Award

Following issuance of a Letter of Intent to Award (LOI) (referred to as “Intent to award” in subsection 5.9), the State may require the apparent successful Offeror to participate in a clarification period, consisting of one or more meetings with the State representatives, via phone or in person. The clarification period, if the State chooses to require it, will occur prior to award of the Contract.

This clarification period is an opportunity for the State to identify specific information contained in the State's RFP and the Offeror's Proposal for which the parties may benefit from a greater, more thorough understanding. It is not an opportunity for the Offeror to modify the substance of its Proposal or to negotiate terms and conditions; however, the State may modify terms and conditions it receives from the Offeror at this time (see subsections 6.11, 6.12 and 6.13.5).

Communications during the clarification period will be memorialized by meeting minutes, by written correspondence, or both. The apparent successful Offeror shall provide its understanding of and consent to the memorialized clarification period within three (3) business days of receiving such from the State. Failure to do so will result in the apparent successful Offeror's Proposal being found non-responsive.

Additionally, the apparent successful Offeror's Proposal may be found non-responsive during the clarification period for the following reasons:

- 6.13.1 If the apparent successful Offeror fails to respond to communications from the State in a timely manner during the clarification period;
- 6.13.2 If the State finds that the apparent successful Offeror's Proposal was not a firm offer;
- 6.13.3 If the apparent successful Offeror conditions its Proposal either orally or verbally during the clarification period; or,
- 6.13.4 If the State finds that the apparent successful Offeror's understanding of the RFP is overall incongruent with the requirements, terms and conditions of the RFP.
- 6.13.5 (See subsections 6.11 and 6.12.) If the State finds that the apparent successful Offeror will not agree to the modification of any or all of its terms and conditions (including any third part terms and conditions that it submits with its Proposal); or,
- 6.13.6 (See subsections 6.11 and 6.12.) If the apparent successful Offeror's responses to the State's requirements to modify the Offeror's terms and conditions are not timely.

6.14 Best and Final Offer (BAFO) and Other Proposal Discussions

Proposal discussions with individual Offerors (including the utilization of one or more BAFOs) may be conducted in accordance with IDAPA 38.05.01.083 and .084, as determined by the State to be in its best interest. *NOTE: Offerors should submit their best Proposals initially as there is no guarantee that the State will conduct any discussions.*

6.15 Standard Terms and Conditions and Solicitation Instructions

The current versions of the **State of Idaho Standard Contract Terms and Conditions** and **Solicitation Instructions to Vendors** are incorporated by reference into this Solicitation, and any resulting Contract, as if set forth in their entirety. Both documents can be downloaded at http://purchasing.idaho.gov/terms_and_conditions.html; or copies obtained by contacting the Division of Purchasing at 208.327.7465 or purchasing@adm.idaho.gov. Failure by any submitting vendor to obtain a copy of these documents shall in no way constitute or be deemed a waiver by the State of any term, condition or requirement contained in the referenced documents; and no liability will be assumed by the Division of Purchasing for a submitting vendor's failure to consider

the State of Idaho Standard Contract Terms and Conditions and Solicitation Instructions to Vendors in preparing its response to the Solicitation.

6.16 INSURANCE

Within 5 business days of notification of award (or such other time as designated by the Purchasing Activity), the apparent successful Offeror will provide certificates of insurance required herein and will maintain the insurance during the life of the Contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the 5 business day period may be cause for your bid or proposal to be declared non-responsive or for your Contract to be cancelled.

Contractor shall carry liability and property damage insurance that will protect it and the state of Idaho, each Participating Agency and their divisions, officers and employees from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

Contractor shall not commence work under the Contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until the Contract is terminated.

6.16.1 Commercial General and Umbrella Liability Insurance. Contractor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Contract.

6.16.1.1 CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

6.16.2 Commercial Automobile and Commercial Umbrella Liability Insurance. Contractor shall maintain Commercial Automobile Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

6.16.2.1 Offeror may request a waiver from providing Commercial Automobile and Commercial Umbrella Liability Insurance in its Proposal if the Offeror will not use any owned, hired or non-owned vehicles to conduct business under the Contract, if it is awarded the Contract, and the state of Idaho will consider the request. If the Offeror submits a request to waive the provision of Commercial Automobile and Commercial Umbrella Liability Insurance after the RFP Closing Date (see subsection 1.1), the state of Idaho may not consider the request.

6.16.3 Workers Compensation Insurance and Employer's Liability. Contractor shall maintain workers compensation and employer's liability. The employer's liability shall have limits not less than \$500,000 each accident for bodily insurance by accident or \$500,000 each

employee for bodily injury by disease.

6.16.3.1 Contractor must provide either a certificate of workers compensation insurance issued by a surety licensed to write workers compensation insurance in the state of Idaho, as evidence that the contractor has in effect a current Idaho workers compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

6.16.4 Professional Liability Insurance (Error and Omission)

Professional Liability Insurance covering any damages caused by any error or omission, or any negligent acts, which insurance must cover any negligent work or services performed by any person or entity required to be licensed to perform such work or service in the state of Idaho. The combined single limit per occurrence shall not be less than two million dollars (\$2,000,000.00) or the equivalent. The annual aggregate limit shall not be less than four million dollars (\$4,000,000.00). If any professional services are supplied by a person or entity not an employee of the Contractor, the Contractor is required to obtain proof of the required coverage from such person or entity and provide such proof to the DOP. The limits of liability required for such person or entity shall be the same as required herein unless other limits are specifically agreed to in writing by the State.

6.16.4.1 For Professional Liability Insurance, continuous "claims made" coverage will be acceptable in lieu of "tail coverage," provided its retroactive date is on or before the date of contract award. If the "claims made" policy is cancelled, non-renewed or changed to "occurrence form" coverage, then "tail coverage" must be purchased for a duration of twenty four (24) months. The Contractor shall provide evidence of or certification of "tail coverage" or continuous "claims-made" coverage.

6.16.5 State of Idaho as Additional Insured: The liability insurance coverage required for performance of the Contract (workers compensation, employers liability and professional liability excepted) shall include the state of Idaho, each Participating Agency and their divisions, officers and employees as additional insured, but only with respect to the Contractor's activities to be performed under the Contract.

6.16.5.1 The Contractor must provide proof of the state of Idaho, each Participating Agency and their divisions, officers and employees being additional insured by providing endorsements to the liability insurance policies showing the state of Idaho, each Participating Agency and their divisions, officers and employees as additional insured. The endorsements must also show the policy numbers and the policy effective dates.

6.16.5.2 If a liability insurance policy provides for automatically endorsing additional insured when required by contract, then, in that case, the Contractor must provide proof of the state of Idaho, each Participating Agency and their divisions, officers and employees being additional insured by providing copies of the policy pages that clearly identify the blanket endorsement.

6.16.6 Notice of Cancellation or Change: Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the Division of Purchasing in accordance

with the policy provisions.

6.16.7 Contractor shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the state of Idaho, each Participating Agency and their divisions, officers and employees.

6.16.8 Acceptable Insurers and Deductibles: Insurance coverage required under the Contract shall be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. The Contractor shall be financially responsible for all deductibles, self-insured retention's and/or self-insurance included hereunder. The coverage provided by such policy will be primary to any coverage of the State on or related to the contract and shall provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability.

6.16.9 Waiver of Subrogation: All policies shall contain waivers of subrogation. The Contractor waives all rights against the state of Idaho, each Participating Agency and their divisions, officers, employees and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles but such deductibles will not be deducted from any damages due to the state of Idaho.

APPENDIX A - COLLECTION AND TESTING LOCATIONS

At a minimum, the Offeror must provide collection and testing sites located within sixty (60) miles of each of the following cities (list is divided by ITD District):

District 1

Coeur d'Alene
Bonners Ferry
Kellogg
Missoula, MT
Post Falls
St. Maries
Sandpoint

District 2

Lewiston
Grangeville
Moscow
Orofino

District 3

Boise
Caldwell
Cascade
Fruitland
McCall
Meridian
Mountain Home
Nampa
Weiser
Weiser

District 4

Burley
Ketchum
Jerome
Twin Falls

District 5

Pocatello
Chubbuck
Montpelier
Preston
Soda Springs

District 6

Arco
Challis
Idaho Falls
Rexburg
Rigby
Salmon

APPENDIX B - DEFINITIONS

- A. Breath Alcohol Technician (BAT) - a person who instructs and assists individuals in the alcohol testing process and who operate an evidential breath testing device (EBT).
- B. Certified Courier - a business using legally licensed drivers and that provides a documented chain-of-custody for the pick-up and delivery of testing specimens.
- C. Commercial Motor Vehicle - a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the vehicle:
- (1) Has a gross combination weight rating or gross combination weight of 11,794 kilograms or more (26,001 pounds or more), whichever is greater, inclusive of a towed unit(s) with a gross vehicle weight rating or gross vehicle weight of more than 4,536 kilograms (10,000 pounds), whichever is greater; or
 - (2) Has a gross vehicle weight rating or gross vehicle weight of 11,794 or more kilograms (26,001 or more pounds), whichever is greater; or
 - (3) Is designed to transport 16 or more passengers, including the driver; or
 - (4) Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act (49 U.S.C. 5103(b)) and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).
- D. Driver - any person who operates a commercial motor vehicle. This includes, but is not limited to: Full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent owner-operator contractors. (“Applicant” and “Employee” [capitalized terms, only] in this RFP are those that are Drivers for a Participating Agency, or applying to be a Driver for a Participating Agency.)
- E. Employer - a person or entity employing one or more employees (including an individual who is self-employed) that is subject to DOT agency regulations requiring compliance with this part. The term, as used in this part, means the entity responsible for overall implementation of DOT drug and alcohol program requirements, including individuals employed by the entity who take personnel actions resulting from violations of this part and any applicable DOT agency regulations. Service agents are not employers for the purposes of this part. (In this RFP, a Participating Agency is an Employer.)
- F. Evidential Breath Testing Device (EBT) - a device approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath at the .02 and .04 alcohol concentrations, placed on NHTSA’s Conforming Products List (CPL) for “Evidential Breath Measurement Devices” and identified on the CPL as conforming with the model specifications available from NHTSA’s Traffic Safety Program.
- G. Fully Burdened - means that the cost proposed includes all costs associated with providing the service or supply called for in the RFP to the state of Idaho, including, but not limited to, wages, administrative overhead, travel, transportation, lodging and per diem.

H. Medical Review Officer (MRO) – a person who is a licensed physician who is responsible for receiving and reviewing laboratory results generated by an employer’s drug testing program and evaluating medical explanations for certain drug test results.

I. Participating Agency - The agencies of the state of Idaho, and public agencies as defined in Section 67-2327, Idaho Code, that utilize the Contract.

APPENDIX C - COST PROPOSAL SCHEDULE

Appendix C is a separate attachment to this RFP.

(All costs proposed in response to this RFP must be Fully Burdened. The state of Idaho will not allow any other costs other than those identified in your Cost Proposal, which must be submitted using this Appendix C. Additionally, all costs must appear as actual dollar figures.)

NOTE: Please note that the Cost Proposal Schedule is divided into Evaluated Costs and Unevaluated Costs.

Evaluated Costs will be factored in the Cost Proposal evaluation scoring (see subsections 5.7 and 5.8), and will become a part of the Contract.

Unevaluated Costs will not be factored in the Cost Proposal evaluation scoring, but will still become a part of the Contract.

ATTACHMENT 1 – OFFEROR QUESTIONS

PLEASE DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY'S NAME OR PRODUCT NAMES OF INTELLECTUAL PROPERTY IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the RFP section number that the question is for in the "RFP Section" field (column 2). If the question is a general question not related to a specific RFP section, enter "General" in column 2. If the question is in regards to a State Term and Condition or a Special Term and Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example "Attachment A") in the "RFP Section" (column 2), and the attachment page number in the "RFP page" field (column 3).
3. Do not enter text in column 5 (Response). This is for the State's use only.
4. Once completed, this form is to be e-mailed per the instructions in the RFP. The e-mail subject line is to state the RFP number followed by "Questions."

OFFEROR QUESTIONS

RFP for Statewide Alcohol and Controlled Substance Testing Services

Question Number	RFP Section	RFP Page	Question	Response
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
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12				
13				
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18				
19				
20				

ATTACHMENT 2 - REFERENCES (ME)

INSTRUCTIONS TO THE OFFEROR:

Offerors must provide three (3) completed reference questionnaires. The completed reference questionnaires must be from individuals, companies, or agencies with knowledge of the Offeror's experience that is similar in nature to the services being requested by this RFP, and the services provided to the references by the Offeror must have occurred within the last three (3) years immediately preceding the date this RFP was issued. **(Determination of similar will be made by using the information provided by the reference in Section II of the Reference Questionnaire, General Information, and any additional information provided by the reference, and shall be in the sole discretion of the State.)**

1. Offerors must complete the following information on page 2 of the "Reference's Response To" document before sending it to the Reference for response.
 - a. Print the RFP number on the "RFP Number" line.
 - b. Print the RFP title on the "RFP title" line.
 - c. Print the name of your reference (company/organization) on the "REFERENCE NAME" line.
 - d. Print the name of your company/organization on the "OFFEROR NAME" line.
 - e. Enter the RFP Closing Date (see RFP subsection 1.1) and time in Instruction 5 (see the INSTRUCTIONS block.)
2. Send the "Reference's Response To" document to your references to complete.

Note:

- Reference questionnaires received after to the RFP's Closing Date (see RFP subsection 1.1) and time will not be considered.
- If only one (1) or two (2) reference questionnaires are received timely, the missing reference(s) will be factored as a score of zero (0).
- If a question is not scored by the reference, that question will receive a score of "0".
- Any reference questionnaire received that does not meet requirements identified in the paragraph directly under "Instructions to the Offeror" will receive a score of "0" for that reference.
- If more than three (3) completed reference questionnaires are received, the first three (3) fully completed reference questionnaires received will be used for evaluation purposes.
- Ratings from completed reference questionnaires will be averaged.
- It is the Offeror's responsibility to follow up with its references to ensure timely receipt of all questionnaires by the RFP Lead. Offerors may e-mail the RFP Lead prior to the RFP's Closing Date (see RFP subsection 1.1) and time to verify receipt of references.

- References must be received by the Division of Purchasing directly from the references in order to be considered.

REFERENCE QUESTIONNAIRE
REFERENCE'S RESPONSE TO:
RFP Number:
RFP Title:

REFERENCE NAME (Company/Organization): _____

OFFEROR (Vendor) NAME (Company/Organization): _____
has submitted a Proposal to the state of Idaho, to provide the following services: Alcohol and
Controlled Substance Testing services. We've chosen you as one of our references.

INSTRUCTIONS

1. Complete **Section I. RATING** using the Rating Scale provided.
2. Complete **Section II. GENERAL INFORMATION** (*This section is for information only and will not be scored.*)
3. Complete **Section III. ACKNOWLEDGEMENT** by manually signing and dating the document.
(*Reference documents must include an actual signature.*)
4. E-mail or fax **THIS PAGE** and your completed reference document, **SECTIONS I through III** to:

RFP Lead: Jason Urquhart, Purchasing Officer

E-mail: jason.urquhart@adm.idaho.gov

Fax: 208-327-7320
5. This completed document **MUST** be received no later than at 5:00 p.m. (Mountain Time).
Reference documents received after this time will not be considered. **References received
without an actual signature will not be accepted.**
6. DO **NOT** return this document to the Offeror (Vendor).
7. In addition to this document, the State may contact references by phone for further clarification if
necessary.

Section I. RATING

Using the Rating Scale provided below, rate the following numbered items by circling the appropriate number for each item:

Category	Score
Poor or Inadequate Performance	0
Below Average	1 – 3
Average	4 – 6
Above Average	7 - 9
Excellent	10

Circle **ONE** number for each of the following numbered items:

1. Rate the overall quality of the vendor's services:

10 9 8 7 6 5 4 3 2 1 0

2. Rate the overall customer service and timeliness of this vendor in responding to customer service inquiries, issues and resolutions:

10 9 8 7 6 5 4 3 2 1 0

3. Rate the knowledge of the vendor's assigned staff and their ability to accomplish duties relating to your contract with the vendor:

10 9 8 7 6 5 4 3 2 1 0

4. Rate the accuracy and timeliness of the vendor's billing and/or invoices:

10 9 8 7 6 5 4 3 2 1 0

5. Rate the likelihood of your company/organization recommending this vendor to others in the future:

10 9 8 7 6 5 4 3 2 1 0

Section II. GENERAL INFORMATION

1. Please include a brief description of the Alcohol and Controlled Substance Testing services provided to you by this vendor:

2. During what time period did the vendor provide these services for your business?

Month: _____ Year: _____ to Month: _____ Year: _____

Section III. ACKNOWLEDGEMENT

I affirm to the best of my knowledge that the information I have provided is true, correct, and factual:

Signature of Reference

Date

Print Name

Title

Phone Number

E-mail Address