



**State of Idaho Contract Number SBPO20200219
Amendment No. 2**

Parties

Agency	Contractor
Department of Administration 650 W. State St. Boise, ID 83702	DISA Global Solutions, Inc. 10900 Corporate Centre Dr. #250 Houston, TX 77041

Contract Summary

Contract Name: Statewide Alcohol and Controlled Substance Testing Services Contract Description: Statewide Alcohol and Controlled Substance Testing Services for Idaho Public Agencies. Original Effective Date: December 23, 2019 Current Expiration Date: March 31, 2024	Current Contract Value: \$245,000.00 Estimated Lifetime Value: \$245,000.00 Contract Usage Type: Open
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Agency Contacts

Contact Name	Contact Type	Contact Email
DOP Contract Administration	Contract Administrator	contractadmin@adm.idaho.gov

Contractor Contacts

Contact Name	Contact Phone	Contact Email
Heather Archibald		Heather.Archibald@disa.com

Recitals

1. The Parties entered into a Contract (SBPO20200219) for statewide alcohol and controlled substance testing services for Idaho public agencies, effective December 23, 2019.
2. The Contract was amended on December 16, 2020, via Amendment No. 1, modifying the Contract Term and renewing the Contract for one (1) year.
3. The Contract was renewed on January 1, 2021, January 2022, April 1, 2022, and October 1, 2022, all for various timeframes as specified within each executed renewal document. The Contract's currently expires on September 30, 2023.
4. The Idaho Legislature created Idaho Code 67-2359 requiring certification by the Contractor.
5. With this Amendment No. 2, the Parties desire to extend the Contract for six (6) months and obtain Contractor certification of Idaho Code 67-2359, as further detailed below.

Agreement

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

1. The Contract is extended for six (6) months from October 1, 2023 to March 31, 2024. The estimated value of the renewal period is \$25,000.00.
2. Pursuant to Idaho Code 67-2359, the Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China.
3. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
4. This Amendment is effective upon the date of the last signature below. In no event will this Amendment be effective until executed by the Department of Administration.

Department of Administration

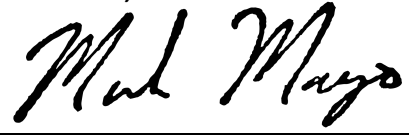
Signature: _____

Name: Chase Croft

Title: Contract Administrator

Date: 9/22/2023

DISA Global Solutions, Inc.

Signature: _____

Name: Mark Mayo

Title: CFO

Date: 9/6/23

Idaho Division of Purchasing

Renewal

Purchase Order Name:	Alcohol & Controlled Substance Testing Services
Contract Number:	SBPO20200219
Parties:	State of Idaho DISA Global Solutions, Inc.
This Renewal Value:	50,000.00 USD
Total Contract Value:	220,000.00 USD
Start Date:	10/1/2022 12:00 AM
End Date:	9/30/2023 11:59 PM or until a new contract is awarded, whichever comes first

Contract Managers: David Miller; David.Miller@adm.idaho.gov

Instructions

SBPO20200219, Alcohol & Controlled Substance Testing Services(the "Contract") is extended for the time period, as provided above. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein. Contractor's signed renewal letter to SBPO20200219 is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal 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.

Heather Archibald

+1 714-731-3084
Heather.Archibald@disa.com

Payment Details Payment

Terms: Net 30

Signature signed By:

David
Miller

Digitally signed
by David Miller
Date:
2022.06.22
08:32:35 -06'00'



BRAD LITTLE
Governor
KEITH REYNOLDS
Director
VALERIE BOLLINGER
Administrator

State of Idaho
Department of Administration
Division of Purchasing

650 West State Street, Room 100
Boise, ID 83702
Telephone: (208) 327-7465
Email: purchasing@adm.idaho.gov
www.purchasing.idaho.gov

May 20, 2022

DISA Global Solutions, Inc.
Attn: Heather Archibald

VIA ELECTRONIC TRANSMISSION
Heather.Archibald@disa.com

RE: Renewal of Contract SBPO20200219, a Contract for Statewide Alcohol and Controlled Substance Testing Services, for the various State of Idaho Agencies, Institutions, and Departments

Expiring 9/30/2022

The State of Idaho would like to renew the above referenced contract for a period of One (1) Year or until a new contract is awarded, whichever comes first.

The contract renewal period is October 1, 2022 to September 30, 2023. The same terms and conditions prevail for the contract renewal period, except as expressly modified herein.

Please also provide an updated Certificate of Insurance with your renewal documents.

If the terms of this renewal letter are acceptable to your company, please sign below and return via mail, or e-mail ContractAdmin@adm.idaho.gov @ the Division of Purchasing. Please update your IPRO profile as well- including contact information, if necessary, to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

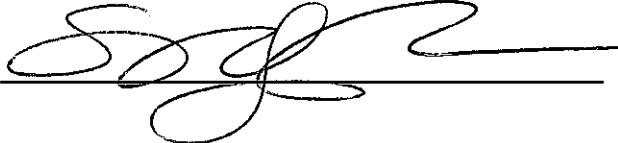
Sincerely,

Laura Gallivan
Laura Gallivan
Idaho Division of Purchasing

Contractor agrees to the terms detailed herein:

COMPANY: DISA Tustin

Name & Title (Printed): ~~Scott Relph, Director of Operations~~

Signature: 

Date: 06/20/2022

Idaho Division of Purchasing

Name & Title (Printed): David Miller / Contract Administrator

Signature: *David Miller*

Date: 06/21/2022

If you need to update the contact information for this contract, please do so below.

UPDATED CONTRACTOR CONTACT INFORMATION for SBPO20200219

Contact Name	
Title	
Address	
Phone	
Fax	
E-mail	

Idaho Division of Purchasing

Renewal

Purchase Order Name:	Alcohol & Controlled Substance Testing Services
Contract Number:	SBPO20200219
Parties:	State of Idaho DISA Global Solutions, Inc.
This Renewal Value:	60,000 USD
Total Contract Value:	170,000.00 USD
Start Date:	4/1/2022 12:00 AM
End Date:	9/30/2022 11:59 PM

Contract Managers: Laura Gallivan; laura.gallivan@adm.idaho.gov

Instructions

SBPO20200219, Alcohol & Controlled Substance Testing Services(the "Contract") is extended for the time period, as provided above. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein. Contractor's signed renewal letter to SBPO20200219 is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal 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@aws.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

Internal Comments: Extending contract for six months or until a new contract is awarded.

Signature signed By: *Laura Gallivan*

Laura Gallivan Office Specialist II
3/14/2022



BRAD LITTLE
Governor
KEITH REYNOLDS
Director
VALERIE BOLLINGER
Administrator

State of Idaho
Department of Administration
Division of Purchasing

650 West State Street, Room 100
Boise, ID 83702
Telephone: (208) 327-7465
Email: purchasing@adm.idaho.gov
www.purchasing.idaho.gov

February 18, 2022

DISA Global Solutions, Inc.
Attn: Heather Archibald

VIA ELECTRONIC TRANSMISSION
Heather.Archibald@disa.com

RE: Extension of Contract SBPO20200219, a Contract for Statewide Alcohol and Controlled Substance Testing Services, for the various State of Idaho Agencies, Institutions, and Departments

Expiring 3/31/2022

The State of Idaho would like to extend the above referenced contract for a period of Six (6) Months or until a new contract is awarded, whichever comes first.

The contract extension period is April 1, 2022 to September 30, 2022. The same terms and conditions prevail for the contract extension period, except as expressly modified herein.

Please also provide an updated Certificate of Insurance with your extension documents.

If the terms of this extension letter are acceptable to your company, please sign below and return via mail, or e-mail ContractAdmin@adm.idaho.gov @ the Division of Purchasing. Please update your IPRO profile as well- including contact information, if necessary, to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

Laura Gallivan
Laura Gallivan
Idaho Division of Purchasing

Contractor agrees to the terms detailed herein:

COMPANY: DISA Tustin

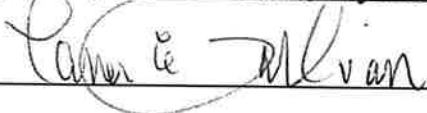
Name & Title (Printed): Scott Relph, Director of Operations

Signature: 

Date: 03/11/2022

Idaho Division of Purchasing

Name & Title (Printed): Laura Gallivan Office Specialist #

Signature: 

Date: 3/14/2022

If you need to update the contact information for this contract, please do so below.

UPDATED CONTRACTOR CONTACT INFORMATION for SBPO20200219

Contact Name	
Title	
Address	
Phone	
Fax	
E-mail	

Idaho Division of Purchasing

Renewal

Purchase Order Name:	Alcohol & Controlled Substance Testing Services AM
Contract Number:	1
Parties:	SBPO20200219
	State of Idaho
	DISA Global Solutions, Inc.
This Renewal Value:	0.00 USD
Total Contract Value:	110,000.00 USD
Start Date:	1/1/2022 12:00 AM
End Date:	3/31/2022 11:59 PM

Contract Managers: Patrick Murphy; patrick.murphy@adm.idaho.gov

Instructions

SBPO20200219, Alcohol & Controlled Substance Testing Services AM 1(the "Contract") is extended for the time period, as provided above. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein. Contractor's signed renewal letter to SBPO20200219 are attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal 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@aws.com

Bill To Address

As detailed in sourcing
event or contract
instructions

Ship To Address

As detailed in sourcing
event or contract
instructions

Payment Terms: Net 30

Signed By:



Patrick Murphy – Contract Administrator

12/30/2021
Date



BRAD LITTLE
Governor
KEITH REYNOLDS
Director
VALERIE BOLLINGER
Administrator

State of Idaho
Department of Administration
Division of Purchasing

650 West State Street, Room 100
Boise, ID 83702
Telephone: (208) 327-7465
Email: purchasing@adm.idaho.gov
www.purchasing.idaho.gov

December 15, 2021

DISA Global Solutions, Inc.
Attn: Heather Archibald

VIA ELECTRONIC TRANSMISSION
Heather.Archibald@disa.com

RE: Extension of Contract SBPO20200219, a Contract for Statewide Alcohol and Controlled Substance Testing Services, for the various State of Idaho Agencies, Institutions, and Departments

Expiring 12/31/2021

The State of Idaho would like to extend the above referenced contract for a period of Three (3) Months or until a new contract is awarded, whichever comes first.

The contract extension period is January 1, 2022 to March 31, 2022. The same terms and conditions prevail for the contract extension period, except as expressly modified herein.

Please also provide an updated Certificate of Insurance with your extension documents.

If the terms of this extension letter are acceptable to your company, please sign below and return via mail, or e-mail ContractAdmin@adm.idaho.gov @ the Division of Purchasing. Please update your IPRO profile as well- including contact information, if necessary, to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

Laura Gallivan
Laura Gallivan
Idaho Division of Purchasing

Contractor agrees to the terms detailed herein:

COMPANY: DISA TUSTIN

Name & Title (Printed): SCOTT RELPH - DIRECTOR OF OPERATIONS

Signature: 

Date: 12/30/21

Idaho Division of Purchasing

Name & Title (Printed): Patrick Murphy Contract Administrator

Signature: Patrick Murphy  Digitally signed by Patrick Murphy
Date: 2021.12.30 12:16:46 -07'00'

Date: _____

If you need to update the contact information for this contract, please do so below.

UPDATED CONTRACTOR CONTACT INFORMATION for SBPO20200219

Contact Name	
Title	
Address	
Phone	(714) 669-4899
Fax	
E-mail	

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. Urquhart

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

Amendment Number One (1)
to
Contract Number SBPO20200219
for

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				
11				
12				
13				
14				
15				
16				
17				
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 [REDACTED] 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:

Rating Scale	
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



State of Idaho

CHANGE ORDER - 02
PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary		Supplier
Purchase Order Number:	SBPO15200509	Heather Archibald CENTRAL DRUG SYSTEM, INC 1070 N Curtis Road #130 Boise, ID 83706 Phone: 800-310-0036
Account Number:	AC-1	Phone: 800-310-0036
Revision Number:	02	Fax: 714-418-0137
Change Order Date:	October 12, 2018	Email: opsmgr@centraldrugsystem.com
Service Start Date:	January 1, 2019	
Service End Date:	December 31, 2019	
Payment Method:	Invoice	
Payment Terms:	NET30	
Currency	USD	
FOB Instruction:	Destination	
Attachment(s):	<u>ChangeLog.htm</u> :Purchase Order Change	
<hr/>		
Contract Number:		
<hr/>		
Bill To Address		Ship To Address
DOP - Various State Agencies State of Idaho Various Locations See Below for Details on Specific Locations Various, Idaho 83702		DOP - Various State Agencies State of Idaho Various Locations See Below for Details on Specific Locations Various, Idaho 83702
Phone:	208-327-7465	Phone: 208-327-7465
Fax:	208-327-7320	Fax: 208-327-7320
Email:	purchasing@adm.idaho.gov	Email: purchasing@adm.idaho.gov
Mail Stop:	DOP - Various Locations	Mail Stop: DOP - Various Locations

Instructions

SBPO15200509, Statewide Alcohol and Controlled Substance Testing Services for various State of Idaho Agencies, Institutions, and Departments (the "Contract") is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal 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.


Contract History:

Initial contract term, 1/1/15 – 12/31/17. Estimated total amount: \$240,000.00.

Renewal 01, 1/1/18 – 12/31/18. Estimated annual amount: \$60,000.00.

Renewal 02, 1/1/19 – 12/31/19. Estimated annual amount: \$45,000.00.

Total estimated contract value: \$345,000.00.

Items					
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	1.00	0	ANN	45,000.00	\$45,000.00
Item Description					
#1					
Contract renewal period: January 1, 2019 through December 31, 2019.					
					
Delivery Date: August 15, 2014					
Shipping Method: Delivery					
Shipping Instructions:					
Ship FOB: Destination					
Attachment(s)					
Special Instructions:					

Sub-Total (USD) \$45,000.00

Estimated Tax (USD) \$0.00

TOTAL: (USD) \$45,000.00

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature :

Signed By :

Jason R. Urquhart



C.L. "Butch" OTTER
Governor
ROBERT L. GEDDES
Director
SARAH HILDERBRAND
Administrator

State of Idaho

Department of Administration
Division of Purchasing

304 N 8th Street, Rm 403 (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208-327-7320
<http://purchasing.idaho.gov>

October 10, 2018

Central Drug System
Attn: Heather Archibald

VIA E-MAIL TRANSMISSION
opsmgr@centraldrugssystem.com

RE: Renewal of Contract SBPO15200509, a Contract for Alcohol and Controlled Substance Testing Services for the various State of Idaho Agencies, Institutions, and Departments
Expiring 12/31/2018

The State of Idaho would like to renew the above referenced contract for a period of One (1) Year.

The contract renewal period is January 1, 2019 to December 31, 2019. The same terms and conditions prevail for the contract renewal period, except as expressly modified herein.

If the terms of this renewal letter are acceptable to your company, please sign below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,


Jason Urquhart
Idaho Division of Purchasing

Contractor agrees to the terms detailed above:

COMPANY: Central Drug System

BY: Heather E. Archibald
(Signature)

Heather E. Archibald
(Printed Name)

DATE: 10/10/18

UPDATED CONTACT INFORMATION for SBPO15200509:

Contact Name	<u>Heather Archibald</u>
Title	<u>Operations Manager</u>
Address	<u>14360 Harbor Blvd Suite A</u>
	<u>Fountain Valley, CA 92708</u>
Phone	<u>714-418-0130</u>
Fax	<u>714-418-0137</u>
E-mail	<u>opsmgr@centraldrugssystem.com</u>



State of Idaho

CHANGE ORDER - 01

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: SBPO15200509

Account Number: AC-1

Revision Number: 01

Change Order Date: October 03, 2017

Service Start Date: January 1, 2018

Service End Date: December 31, 2018

Payment Method: Invoice

Payment Terms: NET30

Currency: USD

FOB Instruction: Destination

Attachment(s): [ChangeLog.htm](#) :Purchase Order Change

Supplier

Heather Archibald
 CENTRAL DRUG SYSTEM, INC
 1070 N Curtis Road #130
 Boise, ID 83706
Phone: 800-310-0036
Fax: 714-418-0137
Email: opsmgr@centraldrugsystem.com

Buyer Contact

Jason Urquhart
 Tel:208-332-1608
 Fax: 208-327-7320
jason.urquhart@adm.idaho.gov

Contract Number:**Bill To Address**

DOP - Various State Agencies
 State of Idaho
 Various Locations
 See Below for Details
 on Specific Locations
 Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
 State of Idaho
 Various Locations
 See Below for Details
 on Specific Locations
 Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Instructions

SBPO15200509, Statewide Alcohol and Controlled Substance Testing Services for various State of Idaho Agencies, Institutions, and Departments (the "Contract") is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal 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.

Contract History:

Initial contract term, 1/1/15 – 12/31/17. Estimated total amount: \$240,000.00.

Renewal 01, 1/1/18 – 12/31/18. Estimated annual amount: \$60,000.00.
Total estimated contract value: \$300,000.00.

Items					
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	1.00	0	ANN	60,000.00	\$60,000.00

Item Description

#1

Contract renewal period: January 1, 2018 through December 31, 2018.

**Delivery Date:**

August 15, 2014

Shipping Method:

Delivery

Shipping Instructions:**Ship FOB:**

Destination

Attachment(s)**Special Instructions:**

Sub-Total (USD) \$60,000.00

Estimated Tax (USD) \$0.00

TOTAL: (USD) \$60,000.00

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature :

Signed By :

Jason R. Urquhart



C.L. "Butch" OTTER
Governor
ROBERT L. GEDDES
Director
SARAH HILDERBRAND
Administrator

State of Idaho

Department of Administration
Division of Purchasing

650 West State Street B-15 (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208-327-7320
<http://purchasing.idaho.gov>

September 19, 2017

Central Drug System, Inc.
Attn: Heather Archibald

VIA ELECTRONIC TRANSMISSION
opsmgr@centraldrugssystem.com

RE: Renewal of Contract SBPO15200509, a Contract for Alcohol and Controlled Substance Testing Services for the State of Idaho, Expiring 12/31/17

The State of Idaho would like to renew the above referenced contract for a period of One (1) Year. The contract renewal period is January 1, 2018 through December 31, 2018. The same terms, conditions and prices prevail for the contract renewal period, except as expressly modified herein.


If the terms of this renewal letter are acceptable to your company, please complete the section below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

CONTRACTOR-COMplete THIS SECTION:

Sincerely,


Jason Urquhart
Idaho Division of Purchasing

RENEWAL APPROVED (check one):	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
COMPANY:	Central Drug System, Inc.
BY:	 (Signature)
	Heather Archibald (Printed Name)
DATE:	9/22/17

UPDATED CONTRACTOR CONTACT INFORMATION for SBPO15200509:

Contact Name	Heather Archibald
Title	Operations Manager
Address	16560 Harbor Blvd STE A Fountain Valley, CA 92708
Phone	714-418-0130
Fax	714-418-0137
E-mail	opsmgr@centraldrugssystem.com



State of Idaho

State Wide Blanket Purchase Order

Purchase Order Summary

Purchase Order Number: SBPO15200509

Account Number: AC-1

Purchase Order Date: December 2, 2014

Service Start Date: January 1, 2015

Service End Date: December 31, 2017

Payment Method: Invoice

Payment Terms: NET30

Currency: USD

FOB Instruction: Destination

Attachment(s):

Supplier

Heather Archibald
CENTRAL DRUG SYSTEM, INC
CENTRAL DRUG SYSTEM, INC
1070 N Curtis Road #130
Boise, ID 83706
800-310-0036

Buyer Contact

Jason Urquhart
Dept of Administration - Division of Purchasing 650
West State St Rm B-15 Boise ID, 83706 United
States
Tel: 208-332-1608
Fax: 208-327-7320
jason.urquhart@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

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 and may be renewed for three (3) additional one (1) year renewal periods subject to mutual, written agreement between the parties.

Contract Usage Type: See contract subsection 6.3. Public Agency Clause: Yes.

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 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).

3. 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).

Items					
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total

	3	0	ANN	\$80,000.00	\$240,000.00
Item Description	#1				
	Contract Initial term.				
					
Delivery Date:	August 15, 2014				
Shipping Method:	Delivery				
Shipping Instructions:					
Ship FOB:	Destination				
Attachment(s)					
Special Instructions:					

Sub-Total (USD)	\$240,000.00
Estimated Tax (USD)	\$0.00
TOTAL: (USD)	\$240,000.00

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.


 Jason R. Urquhart



C.L. "BUTCH" OTTER

Governor

TERESA LUNA

Director

BILL BURNS

Administrator

State of Idaho

Department of Administration

Division of Purchasing

650 West State Street B-15 (83702)

P. O. Box 83720

Boise, ID 83720-0075

Telephone (208) 327-7465

FAX (208) 327-7320

<http://purchasing.idaho.gov>

SIGNATURE PAGE for Use with a Manually Submitted Invitation to Bid (ITB) or Request for Proposal (RFP) Response

Bids or proposals and pricing information shall be typewritten or handwritten in ink. Originals and copies of the bid or proposal shall be submitted in accordance with the solicitation documents. MANUALLY SUBMITTED BIDS/PROPOSALS MUST INCLUDE THIS SIGNATURE PAGE WITH THE ORIGINAL SIGNATURE OF AN INDIVIDUAL AUTHORIZED TO BIND THE SUBMITTING VENDOR.

NO LIABILITY WILL BE ASSUMED BY THE DIVISION OF PURCHASING FOR A VENDOR'S FAILURE TO OBTAIN THE TERMS AND CONDITIONS AND ANY PROPERLY ISSUED SOLICITATION ADDENDUMS IN A TIMELY MANNER FOR USE IN THE VENDOR'S RESPONSE TO THIS SOLICITATION OR ANY OTHER FAILURE BY THE VENDOR TO CONSIDER THE TERMS, CONDITIONS, AND ANY ADDENDUMS IN THE VENDOR'S RESPONSE TO THE SOLICITATION.

The words "SEALED BID" and the bid number must be noted on the outside of your SEALED BID package. To insure that your SEALED BID is handled properly, label the exterior of your package as follows:

"SEALED BID"

BUYER: [name of the RFP or ITB Lead]

SEALED BID FOR: [title of solicitation]

BID NUMBER: [ITB# or RFP#]

CLOSES: [Closing Date]

Send your sealed bid package to:

Division of Purchasing

PO Box 83720

Boise, ID 83720-0075

FedEx, UPS or other Couriers:

Division of Purchasing

650 West State Street B-15

Boise, ID 83702

This ITB or RFP response is submitted in accordance with all documents and provisions of the specified Bid Number and Title detailed below. By my signature below I accept the terms, conditions and requirements contained in the solicitation, including, but not limited to, the STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS and the SOLICITATION INSTRUCTIONS TO VENDORS in effect at the time this ITB or RFP was issued, as incorporated by reference into this solicitation; as well as any SPECIAL TERMS AND CONDITIONS incorporated in the solicitation documents (e.g. Software, Telecommunications, Banking, etc.). As the undersigned, I certify I am authorized to sign and submit this response for the Bidder/Offeror. I further acknowledge I am responsible for reviewing and acknowledging any addendums that have been issued for this solicitation.

BID Number: RFP15000097 BID Title: Alcohol and Controlled Substance Testing Service

BIDDER/OFFEROR (Company Name) Central Drug System, Inc.

ADDRESS 116560 Harbor Blvd, Suite A

CITY, ST, ZIP Fountain Valley, CA 92708

PHONE: (714) 418-0130 FAX: (714) 418-2028 FEIN: 33-0516011

E-Mail opsmgr@centraldrugsystem.com

THIS SIGNATURE PAGE MUST BE SIGNED WITH AN ORIGINAL HANDWRITTEN SIGNATURE (PREFERABLY IN BLUE INK) AND RETURNED WITH YOUR MANUALLY SUBMITTED BID OR PROPOSAL FOR YOUR BID OR PROPOSAL TO BE CONSIDERED.

Original Signature (Manually Signed in Ink)

Todd Horton
Printed Name

Date

9/25/2014
Chief Operations Officer
Title



COVER LETTER

Central Drug System, Inc.
16560 Harbor Blvd., Suite A
Fountain Valley, CA 92708
Phone: (800) 310-0036
Fax: (714) 418-2028
Email: opsmgr@centraldrugsystem.com
Authorized Signer: Todd Horton

RFP15000097

ALCOHOL AND CONTROLLED SUBSTANCE TESTING SERVICES

- 2.5.1 Central Drug System, Inc. is an Idaho S-Corporation. Our federal tax identification # is 33-0516011.
- 2.5.2 Central Drug System, Inc. accepts and is willing to comply with the requirements of this Request For Proposal (RFP) and attachments, including but not limited to the State of Idaho and the Special Terms and Conditions in Section 6.
- 2.5.3 Central Drug System, Inc. agrees complies with affirmative action and equal employment regulations.
- 2.5.4 Central Drug System, Inc. has not employed any company or person other than a bona fide employee working solely for Central Drug System, Inc. to solicit or secure the Contract awarded from this RFP and has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Central Drug System, Inc. any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the Contract to Central Drug System, Inc. Central Drug System, Inc. understands and agrees that for breach or violation of this term, the State has the right to annul the Contract without liability or to deduct from the Contract price the amount of any such fee, commission, percentage, brokerage fee, gifts or contingencies.
- 2.5.5 The staff responsible for writing the Proposal is Heather Archibald.
- 2.5.6 Central Drug System, Inc. is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs.
- 2.5.7 Central Drug System Inc's Proposal will be firm and binding for one hundred twenty (120) calendar days from the Proposal opening date of September 30, 2014.

2.5.8 Central Drug System, Inc. understands that by submitting its Proposal, Central Drug System, Inc. warrants that any Contract resulting from this Solicitation is subject to Executive Order 2009-10. Central Drug System, Inc. does not knowingly hire or engage, and takes steps to verify that it does not hire or engage, any illegal aliens or persons not authorized to work in the United States. Central Drug System, Inc. understands that any misrepresentation in this regard or any employment 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 If awarded the contract, Central Drug System, Inc. consents to service of process upon it by registered or certified mail, return receipt requested, at its last known address. Central Drug System, Inc. will notify the State in writing of any change of address to which service or process can be made. Central Drug System, Inc. understands that service shall be completed upon Central Drug System Inc'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. Central Drug System, Inc. understands that it shall have thirty (30) calendar days after the completion of service in which to respond.

2.5.10 Central Drug System, Inc. acknowledges 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. On a quarterly basis, Central Drug System, Inc. will remit to State of Idaho, Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075 an amount equal to one and one-quarter percent (1.25%) of Central Drug System Inc's net quarterly Contract sales. Central Drug System, Inc. understands that the fee due dates are October 31st, January 31st, April 30th and July 31st.

2.6 Central Drug System, Inc. acknowledges Amendment 1 to RFP15000097 received on September 11, 2014. Please see the page immediately following this cover letter for our signature acknowledging the amendment.

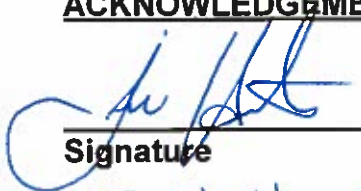
Sincerely,



Todd Horton, C-SAPA
Chief Operations Officer

Please acknowledge receipt of this amendment by completing the spaces below, and please return this acknowledgement with your Proposal.

ACKNOWLEDGEMENT OF AMENDMENT 1 TO RFP15000097



Signature

Date

Todd Horton

Printed Name

Company Name

9/25/2014
Central Drug System, Inc.

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TECHNICAL PROPOSAL

3.1 Business Information

3.1.1 (ME) References

Central Drug System, Inc. has requested that three references submit completed reference questionnaires directly to the RFP Lead. The references who submitted a questionnaire are Trimac Transportation, Inc., Los Angeles County Sanitation Districts and Educational Service District 113.

3.1.2 (ME) Company Background and Experience

Central Drug System has provided a list of all contracts under which we provide or have provided similar Alcohol and Controlled Substance Testing services. The actual duration of some contracts may be longer than what is stated due to the company's original start date being before 2001. Our current computer system only goes back to that date. If we were able to manually obtain the original start date, it will be reflected in the spreadsheet. Please see Appendix A for this list.

3.1.2.1 Organizational History and Structure

Central Drug System, Inc. (previously known as Central Drug Scan) has been in business for twenty-eight (28) years and currently services over 11,000 clients nationwide and in Canada. Central Drug System, Inc. is a privately held Idaho S-corporation with the home office in California at 16560 Harbor Blvd., Suite A, Fountain Valley, CA 92708, (800) 310-0036 and branch office in Idaho (formerly known as Northwest Drug Testing Services and Treasure Valley Laboratory's Toxicology Division) located 1070 N. Curtis Road, #130 Boise, ID 83706, (208) 377-1499. Please see Appendix B for Organizational chart.

Central Drug System is an innovative Employer Screening service with state of the art online data and repository services. Central Drug System is electronically connected to every major laboratory in the United States and Canada. Many regional and state laboratories also have similar connections into Central Drug System. Our clients are from all sectors of industry and government. Known in North America as a Medical Review Officer (MRO) service provider, Central Drug System operates one of the first and largest networks of contracted medical facilities, third party administrators and on-site services across the United States. Background screening services are performed by automated electronic servers which communicate to numerous State/Federal

Department of Justice systems and Department of Motor Vehicle (DMV) offices throughout the United States. Services are performed 7 days a week, 24 hours a day. Since 1986, Central Drug System has provided specialty professional services in the areas of MRO Services, Online Reporting, State & Federal Law requirements, Online Background Screening, Industry Training, Instant Test Cup Manufacturing (5-10K) and Certified Consultant services. Over the past 28 years, Central Drug System has acquired two laboratories, seven individually owned and operated consortiums, wrote and published several industry manuals, policies, employee handbooks, industry literature, industry training manuals, industry SOPs and currently operates with offices in Idaho and California. Central Drug System's most recent attribute is its development and operation of the Nation's first operating Group Purchasing Organization (GOP) specifically for the Drug and Alcohol testing industry.

3.1.3

(ME) Account Manager Experience

Heather Archibald, MBA, has over eleven (11) years of experience in managing accounts for Alcohol and Controlled Substance Testing services under contracts similar to the scope identified in this RFP. She has brought on over 800 clients during her tenure and has developed her expertise over the years in writing drug testing policy and procedure, providing guidance to clients on federal drug and alcohol testing regulations and training on various subjects under the regulations, while also working closely with laboratories, Medical Review Officers and collection sites to develop lasting mutually beneficial relationships. Heather is well versed in the federal regulations and can assist clients with all their drug and alcohol testing needs.

3.1.4

(ME) Subcontractors

Central Drug System will utilize subcontractors for laboratory services and collection site services. Laboratory services will be subcontracted out to Medtox Laboratories, Inc. and Pathology Associates Medical Laboratories (PAML). Medtox Laboratories is located at 402 West County Road D in St. Paul, MN 55112. PAML is located at 110 W. Cliff Avenue in Spokane, WA 99204. Both laboratories are SAMHSA certified and operate 24 hours a day, 7 days a week. The services that the laboratories will provide are as follows: transport, test and store specimens, supply chain of custody forms and specimen collection kits and generate laboratory statistical reports as required by 49 CFR Part 40. The laboratories will also have at least one qualified Ph.D. forensic toxicologist who will provide litigation assistance, including expert witness testimony and depositions.

Collection site services will be subcontracted out to several collection sites located within the cities that are specified by the State. The collection sites will provide specimen collection, alcohol testing, prepare urine specimens for shipping to the laboratory and will notify DERs when refusals to test or positive alcohol tests occur. Please see Appendix C for a general list of all collection sites, a list of collection sites available for emergency after hours services and a list of collection sites that can do on-site testing.

Central Drug System will ensure that all subcontractors meet the Contract's requirements by making the subcontractors aware of the requirements of the State as well as evaluating the compliance and integrity of all sites on an on-going basis.

- 3.1.5.2 All subcontractors meet the federal requirements in 49 CFR Parts 40 and 382. Please see Appendix D for copies of all collector and Breath Alcohol Technician certifications. Please see Appendix E for the Substance Abuse and Mental Health Administration (SAMHSA) certifications of the laboratories. Please see Appendix F for the laboratory agreements that will be utilized for the services called for in the RFP.

3.2 Scope of Work

3.2.1.1 Reports and Forms

Please see Appendix G for copies of all requested sample forms to be utilized under this RFP. The Authorization form is available electronically online and on our CD-ROM. The Test Result Report (MRO to Agency Report) is available and can be tracked online. The Chain of Custody form (CCF), once completed by the donor and collector and released by the MRO, can be viewed online. The Alcohol Testing form (ATF), once completed by the donor and BAT and entered by Central Drug System can also be viewed online. Reports related to the random program are also available online. The original blank Department of Transportation (DOT) CCF and ATF forms are not electronic at this time; however, this is something that the DOT is considering. Non-DOT chain of custody forms are available online for clients and collection sites who agree to use that service.

3.2.1.2 (ME) Record Keeping Process

Central Drug System keeps its records in accordance with DOT and FMCSA regulations. The following illustrates the length of time records are kept.

- Records to be kept for one (1) year:
 - Records of negative and canceled drug test results.
 - Alcohol test results less than 0.02.
- Records to be kept for two (2) years:
 - Records, which demonstrate that the collection process (except calibration of evidential breath testing devices) conforms to 49 CFR Part 40.
 - Documents relating to the random selection process.
 - Records of inspection and maintenance and documentation of compliance with the Quality Assurance Program (QAP) for each Evidential Breath Test (EBT) used in employee testing.
 - Documentation received in connection with decisions to administer reasonable suspicion drug and/or alcohol tests.
 - Documentation received in connection with decisions to administer post-accident drug and alcohol tests.
 - Documents received that provide a medical explanation for an employee's inability to provide adequate breath or a urine specimen for testing.
 - Agreements with collection site facilities, laboratories and MROs.
 - Names and positions of officials and their role in the various state agencies' drug and alcohol testing plans.
 - Laboratory summary reports required by 49 CFR Part 40.
 - The various state agencies' drug alcohol testing plans and procedures.
 - Materials on alcohol misuse and drug use awareness.
- Records to be kept for five (5) years:
 - Calibration documentation for each evidential breath-testing device used in employee testing.
 - Records of alcohol confirmation test results that show alcohol concentration of 0.02 or greater.
 - Records of verified positive drug tests.
 - Documents received on employee refusals to take required drug and/or alcohol tests (including substituted or adulterated drug test results).
 - Copies of federal drug testing custody and control forms.
 - Documents sent by the MRO to the various state agencies including:
 - (1) The name of the individual for whom the test results are being reported.
 - (2) The type of test indicated on the custody and control form.
 - (3) The date and location of the specimen collection.
 - (4) The names of the persons or entities performing the collection.

- (5) The names of the persons or entities performing the analysis of the specimen.
 - (6) The name of the person serving as MRO.
 - (7) The identity of the drug(s) for which the test was verified positive.
- Documentation presented by an employee to dispute the result of a required drug or alcohol test.
- When provided, records related to substance abuse professional evaluations and referrals including information regarding an employee's need for assistance and compliance with substance abuse professional recommendations.
- Copies of the annual MIS reports submitted to the Federal Motor Carrier Safety Administration (FMCSA).
- Records to be kept indefinitely:
 - Records relating to the education and training of collectors, breath alcohol technicians, screening test technicians, supervisors, and employees shall be maintained by the various state agencies while the individual performs the functions which require the training and for two years after ceasing to perform those functions.

3.2.1.3

(ME) Duplicate Off-Site Record Keeping

Central Drug System uses RAID technology on our file server. If a disk fails, the others continue to operate and data is available without interruption. The failed disk can be replaced and recovered outside of business hours. Should the file server motherboard fail, the RAID apparatus can be easily swapped to another "box." Due to the design of our processing, data resides in two locations. One complete copy is on the file server under the RAID technology. The second is located on a SQL server for the web. This server is on a separate machine.

Central Drug System also maintains two backup schemes. Offsite data backup is accomplished via nightly backups. The backup mechanism is provided by Jungle Disk LLC in San Antonio, TX. Offsite backup files are encrypted and then stored using Rackspace Cloud Files. Their remote backup reporting feature enables Central Drug System to receive backup reports via web, e-mail and RSS. Offsite backup information is held on machines at their location and is also housed in RAID technology there. Jungle Disk provides 24/7 availability should the need to restore occur. Jungle Disk also provides hard drive recovery services if circumstances require that. In addition to the Jungle Disk backup, our IT department performs a local backup of all critical data to a separate machine at our corporate office. While this may be redundant, this ensures that Central Drug

System is capable of continuing to support our customers with minimal "downtime" in any foreseeable situation.

3.2.1.4

(ME) Regulation Updates

Central Drug System regularly publishes updates to Part 382 and Part 40 as they become available. These updates are provided by our Client Service Manager on an on-going basis as determined by the DOT. A letter is sent out to all clients notifying them of the change and then the actual updates are submitted to our clients via CD-ROM. Updates may also be viewed on our website.

3.2.2.1

(ME) Requirements for Specimen Collection and Alcohol Testing Sites

Central Drug System provides collection and alcohol testing sites for the collection of and storing of urine specimens and for the testing of alcohol. These sites are not located on the premises of any Participating Agency; however, Central Drug System can come to a Participating Agencies premises to perform specimen collection and alcohol testing upon written, mutual consent of both parties. All sites comply with the requirements of 49 CFR Part 40, Subparts D, E and K. Central Drug System is contracted with at least one collection site in each and every city listed on the Collection and Testing Locations list in the RFP. The majority of the sites are open Monday through Friday for a minimum of eight (8) consecutive hours per day, excepting a standard lunch hour, with hours between 7:00 am and 7:00 pm Mountain time. There is at least one site that maintains these hours per District in a core city.

Please see Appendix C for a listing of all the collection sites including the sites' addresses, hours of operation, phone number, after hours phone number (if applicable), weekend availability, lunch hour, whether the site offers BAT testing and whether the site is a mobile only site. Central Drug System has also included a list of all of the sites that have 24-hour after-hours emergency services and another list of all the sites that can do on-site testing. All three lists can be found in Appendix.

All sites in core cities have a temperature-controlled environment and a waiting room with adequate seating for Participating Agency Applicants and Employees and that is separate for the specimen collection and breath alcohol testing areas. The sites offer free parking adjacent to each site.

Participating Agencies are welcome to add or delete from the list of cities in the Contract during the term of the Contract. Any change will go into effect upon mutual, written agreement between Participating

Agency and Central Drug System. Central Drug System will provide updates to the list on a quarterly basis, but no less than semi-annually.

Participating Agencies may use Central Drug System's website to print maps & driving directions to any collection site in our database and will allow the Agencies to search for available collection sites in a particular area. Our website also allows Participating Agencies to search for National Registry of Certified Medical Examiners (NRCME) registered professionals. Our list of NRCME providers includes each certified provider's name, location and their certificate numbers as well as the number of certified NRCMEs at each site. Central Drug System will continue to monitor the federal NRCME certification process in order to make available the newest named certified professionals as they are credentialed. The most recently certified NRCME professionals can be viewed by clicking on the NRCME link.

3.2.2.3 (ME) Expanded On-Site Testing

Central Drug System is capable of providing on-site services. There are 15 collection sites that can provide on-site testing when needed. Please see Appendix C for a list of all collection sites that can provide this service, the areas in which they can provide this service and the hours in which they are available to provide this service.

3.2.2.5 Breath Alcohol Testing

The collection sites Central Drug System contracts with for Breath Alcohol Testing are trained and meet the requirements of 49 CFR Parts 40.211 and 40.213. Evidential Breath Testing (EBT) devices are on the National Highway Traffic and Safety Administration (NHTSA) Conforming Products list and alcohol test procedures conform to the requirements of 49 CFR Parts 40 Subparts K, L, M and N.

All Breath Alcohol Technicians (BAT) are trained in accordance with the DOT Model BAT Course per 49 CFR Part 40.213. Qualification training includes training to proficiency the alcohol testing procedures and in the operation of the particular EBT device that each BAT will use. Training emphasizes that the BAT is responsible for maintaining the integrity of the testing process, ensuring privacy and avoiding offensive or inappropriate comments. Every BAT needs to complete seven consecutive error-free mock tests to demonstrate initial proficiency during the training process. Each BAT is also required to go through Refresher training no less frequently than every five years. All Breath Alcohol Technicians maintain documentation showing that they currently meet all requirements of 49 CFR Part 40.213 and will provide the documentation to DOT agency representatives and to employers at their request. Please see Appendix D for copies of all BAT's certifications.

If a BAT makes a mistake that requires a test to be cancelled, the BAT is required to go through Error Correction training within thirty days of when the BAT is notified of the error. The Error Correction training covers only the subject matter area(s) in which the error that caused the test to be cancelled occurred. The BAT must demonstrate his or her proficiency in the alcohol testing procedures of 49 CFR Part 40.213 by completing three consecutive error-free mock tests. The mock tests must include one uneventful scenario and two scenarios related to the area(s) in which the BAT's error(s) occurred. The person providing the training must monitor and evaluate the BAT's performance and attest in writing that the mock tests were error-free.

Central Drug System will comply with any future changes to 49 CFR Parts 40.211 and 40.213 and Subparts K, L, M and N as well as any other change to 49 CFR Part 40 that applies to BAT training, education or certification requirements and alcohol test procedures. Below please find the procedures to be utilized for alcohol testing:

A. Scope

The evidential and non-evidential testing procedures address all the requirements as set forth in 49 CFR Part 40 and specify the required form and disposition of such testing forms.

B. Alcohol Testing Form

1. The alcohol testing form (ATF) will comply with the provisions contained in 49 CFR Part 40 with regard to the information that must be contained on the form. The form will address the specific requirements contained in Part 40.59. The Participating Agency will not modify or revise the form.
2. The Participating Agency may utilize a DOT Breath Alcohol Testing form or a form that is directly generated by an EBT and may omit the space for affixing a separate printed result to the testing form. The form must provide triplicate or three consecutive identical copies with copy 1 being retained by the Participating Agency, copy 2 will be provided to the employee, and copy 3 will be retained by the BAT/STT.
3. The Breath Alcohol Testing form may include additional information as may be required for billing or other legitimate purposes necessary to the testing provided that personal identifying information on the individual (other than the social security number or employee identification number) is not provided.

C. Breath Testing Locations

1. Central Drug System, Inc. will ensure that there are sufficient breath testing sites (see Appendix C) or the availability of BATs/STTs located within a reasonable proximity to the Participating Agency's work locations.
2. The collection site will conduct the testing in a location that affords visual and aural privacy to the employee being tested.
3. All necessary equipment, personnel and materials for conducting the alcohol testing will be provided at the testing site.
4. A mobile collection facility, such as a van that is equipped for alcohol testing, that meets the requirements set forth in this plan may be utilized.
5. No unauthorized person(s) will be permitted access to the testing site when the EBT remains unsecured to prevent such individuals from seeing or hearing a test result.
6. In some circumstances, evidential breath testing may have to be conducted outdoors such as at the scene of an accident that does not meet the requirements as specified in post-accident provisions of this plan. In these situations, the BAT/STT (if on scene) performing the test will not leave the alcohol-testing site while the testing is in progress.

D. Breath Alcohol Testing Preparations

1. When an applicant/employee arrives at the alcohol-testing site, the BAT/STT will ensure that the individual is positively identified as the applicant/employee selected for alcohol testing (e.g. through presentation of photo identification or identification by the Participating Agency's representative.) If the individual's identity cannot be established, the BAT/STT shall contact the Participating Agency's Designated Employer Representative (DER) to verify the identity of the employee.
2. The BAT/STT will explain the alcohol testing process to the employee.
3. If the employee fails to arrive at the assigned time, the BAT/STT will contact the appropriate authority to obtain guidance on any action to be taken.

E. Screening Test Procedures for Evidential Breath Testing and Non-Evidential Breath Testing Devices

1. The BAT will begin the alcohol testing process by completing Step 1 on the Alcohol Breath Testing form. The employee will then complete Step 2 by signing the certification. Refusal by the employee to sign the certification will be regarded as a refusal to take the alcohol test.

2. The BAT will select an individually sealed mouthpiece, shall open it in full view of the employee and attach it to the EBT in accordance with the manufacturer's instructions.
3. The BAT will instruct the employee to blow forcefully into the mouthpiece for at least six (6) seconds or until the EBT instrument indicates that an adequate amount of breath has been obtained.
4. If the EBT device does not provide a printed result, the BAT will show the employee the result displayed in the EBT. The BAT will record the displayed result, test number, testing device, serial number of the testing device, time and quantified result in Step 3 of the form.
5. If the EBT device provides a printed result but does not print the results directly onto the form, the BAT will show the employee the result displayed on the EBT. The BAT will then affix the test result printout to the breath alcohol test form in the designated space. The result shall be secured in such a manner that will provide clear evidence of removal, such as the use of tamper-evident tape.
6. If the EBT device prints the test result directly onto the alcohol form, then the BAT will show the employee the result displayed on the EBT.
7. If the result of the screening alcohol test is a breath alcohol concentration of less than 0.02, the BAT will date the form and sign the certification in Step 3 of the form.
8. If a test result printed by the EBT device does not match the displayed result, the BAT will note the disparity in the "Remarks" section. Both the BAT and the employee will initial or sign the notation. The alcohol test is invalid and the Participating Agency representative and the employee will be so advised.
9. At this point no further testing is authorized. The BAT will transmit the result of less than 0.02 to the Designated Employer Representative (DER) or other appropriate Participating Agency representative in a confidential manner. The Participating Agency will receive and store the information so as to ensure that confidentiality is maintained as required by federal regulations.
10. If the result of the screening test is an alcohol concentration of 0.02 or greater, then the BAT will perform a confirmation test. If the confirmation test is to be conducted by a different BAT, then the BAT who conducts the screening test shall complete and sign the form. The BAT will, upon completion of the alcohol test, provide the employee with Copy 2 of the breath alcohol testing form.

F. Screening Test Procedures for Non-Evidential Saliva Devices

1. The STT will inform the employee of the procedures for the non-evidential testing. The STT will begin the alcohol testing process by completing Step 1 on the Alcohol Breath Testing Form. The employee will then complete Step 2 by signing the certification. Refusal by the employee to sign the certification will be regarded as a refusal to take the alcohol test.
2. The STT will check the expiration date of the saliva-testing device and show the date to the employee. In the event the date the swab into the employee's mouth to collect saliva for the new test has passed, the device will not be used and a new device will be obtained for use.
3. The STT will open an individually sealed package containing the device in the presence of the employee.
4. The STT will offer the employee the opportunity to use the swab. If the employee chooses to use the swab, the STT will instruct the employee to insert the absorbent end of the swab into the employee's mouth, moving it actively throughout the mouth for a sufficient time to ensure that it is completely saturated as provided in the manufacturer's instruction for the device.
5. If the employee chooses not to use the swab, or in all cases in which a new test is necessary because the device did not activate, the STT will insert the absorbent end of the swab into the employee's mouth, moving it actively throughout the mouth for a sufficient time to ensure that it is completely saturated as provided in the manufacturer's instruction for the device. The STT shall wear a surgical grade glove while conducting the test.
6. The STT will place the device on a flat surface or otherwise in a position in which the swab can be firmly placed into the opening provided in the device for this purpose. The STT will insert the swab into this opening and maintain firm pressure on the device until the device indicates that it is activated.
7. If the procedures of steps 3 through 5 are not followed successfully (e.g. the swab breaks, the STT drops the swab on the floor or another surface, the swab is removed or falls from the device before the device is activated), the STT will discard the device and swab and conduct a new test using a new device. The new device shall be one that has been under the control of the employer or STT prior to the test. The STT will note in the remarks section of the form the reason for the new test. In this case the STT will offer the employee the choice of using the swab himself or herself or

having the STT use the swab. If steps 3 through 5 are not successfully followed on the new test, the collection will be terminated and an explanation provided in the remarks section of the form. A new test will then be conducted using an EBT for both the screening and confirmation tests.

8. If steps 3 through 5 are completed successfully but the device is not activated, the STT shall discard the device and swab and conduct a new test in the same manner as stated above. In this case, the STT will place
 9. The STT will read the result displayed on the device two minutes after inserting the swab into the device. The STT will show the device and its reading to the employee and enter the result on the form.
 10. Devices, swabs, gloves and other materials used in saliva testing will not be reused and shall be disposed of in a sanitary manner following their use.
 11. In any case in which the result of the screening test is an alcohol concentration of less than 0.02, the STT will date the form, and sign in Step 3 of the form.
 12. If the result of the screening test is an alcohol concentration of 0.02 or greater, a confirmation test will be performed.
 13. If the STT who performed the screening test is a different individual from the person who will serve as the BAT during the confirmation test, then the STT will provide the employee with Copy 2 of the form and the BAT will follow the procedures for a confirmation test.
 14. If the confirmation test will be conducted at a different site from the screening test, the STT will ensure that:
 - o The employee is advised not to eat, drink, put any object or substance in his/her mouth, and to the extent possible, not to belch during the waiting period before the confirmation test. This time period begins with the completion of the screening test.
- The employee is advised that he or she must not:
- o Drive, perform safety-sensitive duty or operate heavy equipment, as noted in Step 4 of the alcohol testing form.
 - o The employee is under observation of a BAT, STT or other authorized Participating Agency personnel while in transit from the screening test site to the confirmation test site.
15. The STT will enter in the "Remarks" section of the form a notation that the screening test was performed using a saliva device.
 16. Following the completion of the screening tests, the STT will date the form and sign the certification in Step 3 of the form.

G. Confirmation Test Procedures

- a. When a BAT, other than the one who conducted the screening test, is required to conduct the conformation test, the new BAT will require the employee to provide photo I.D. or identification by a Participating Agency representative. The BAT will, upon request of the employee being tested, provide such identification.
- b. The BAT will instruct the employee not to eat, drink, put any object or substance in his/her mouth and, to the extent possible, not to belch during the waiting period just prior to the confirmation test being conducted. The BAT will explain to the employee that the reason for this is to prevent any accumulation of mouth alcohol leading to an artificially high reading and that it is for the benefit of the employee to comply with the test instructions. The waiting period will begin with the completion of the screening test and will not be less than 15 minutes, but must be within 30 minutes of the completion of the screening test. The time the employee spends in transit between the screening test and confirmation test, if the employee is under direct observation, counts toward the mandatory 15-minute deprivation period. If the BAT conducts the confirmation test more than 30 minutes after the result of the screening test has been obtained the BAT will note in the "Remarks" section of the form the time that that has been elapsed between the screening and the confirmation test and the reason why the confirmation test could not be conducted within 30 minutes of the screening test. The BAT will also explain that the test will be conducted at the end of the required waiting period, even if the employee has not complied with the instructions as provided, the BAT will note the observation in the "Remarks" section of the form.
- c. When a BAT, other than the one who conducted the screening test, is required to conduct the confirmation test, the new BAT will initiate a new Breath Alcohol Testing Form. The BAT will then complete Step 1 on the form and the employee will then complete Step 2 by signing the certification. If the employee should choose not to sign the certification, the BAT will then make an appropriate notation in the "Remarks" section indicating the employee's refusal to take the alcohol test. The BAT will note in the "Remarks" section that a different BAT conducted the screening test.
- d. The BAT will open, in the presence of the employee, a new individually sealed mouthpiece and attach the mouthpiece

to the EBT device in accordance with the manufacturer's instructions. The BAT will then instruct the employee to blow forcefully into the mouthpiece for at least six (6) seconds or until the EBT indicates that an adequate amount of breath has been obtained.

- e. The BAT will ensure, prior to the confirmation test being administered to the employee, that the EBT device will register 0.00 on an air blank. If the reading is greater, the BAT will conduct one more air blank. Should the EBT device again register greater than 0.00, the testing shall not proceed using that device. An EBT device taken out of service because of failure to perform an air blank accurately will not be used for testing until a check of external calibration is conducted and the EBT device is found to be within the accepted tolerance limits. Alcohol testing may proceed using another EBT device.
- f. In the event that the screening and confirmation test results are not identical, the confirmation test result will be deemed to be the final result on which any action by the Participating Agency may be taken in order to comply with the requirements of applicable federal requirements.
- g. If the EBT device provides printed results but does not print the results directly onto the form, the BAT will show the employee the results displayed on the EBT device. The BAT will then affix the test result printout to the breath alcohol test form in the designated space. The result will be secured in such a manner that will provide clear evidence of removal, such as the use of tamper-evident tape.
- h. If the EBT device prints the test result directly onto the alcohol form, then the BAT will show the employee the result displayed on the EBT device.
- i. After the confirmation test is completed, the BAT will date the form and sign the certification in Step 3 of the form. The employee will then be instructed to sign the certification and fill in the date in Step 4. If the employee should elect to not sign the certification for the test conducted, it will not be considered as a refusal to be tested. The BAT will then note the employee's failure to sign in the "Remarks" section of the testing form.
- j. If a test result printed by the EBT device does not match the displayed result, the BAT will note the disparity in the "Remarks" section. Both the BAT and employee will initial or sign the notation on the testing form. The test will be considered "invalid" and the Participating Agency representative and the employee will be so advised.

- k. The BAT will transmit all alcohol testing results to the Designated Employer Representative (DER) or other designated Participating Agency representative in a confidential manner. All communications by the BAT will be to the DER or designee only and may be provided in writing, in person, by telephone or electronic means. The BAT will ensure that immediate transmission of test results to the Participating Agency is conducted in order for the Participating Agency to prevent the employee from performing any covered functions.
- l. Should the initial transmission not be accomplished in writing but via telephone notification, the DER or designee will establish a mechanism to verify the identity of the BAT providing the information. The BAT will follow the initial transmission by providing to the DER or designee of the Participating Agency a copy of the breath alcohol testing form. The test result will be stored in such a manner so as to protect the confidentiality of the results and to eliminate the disclosure of information to unauthorized persons.

H. Refusals to Test and Uncompleted Tests

- 1. Refusal by an employee to complete and sign Step 2 of the breath alcohol testing form, to provide a breath or a saliva sample, to provide an adequate amount of breath, or otherwise to cooperate with the testing process in a way that prevents the completion of the test will be noted by the BAT/STT in the "Remarks" section of the form. The testing process will be terminated and the BAT/STT will immediately notify the Participating Agency's Designated Employer Representative (DER) or designee.
 - 2. If a screening or confirmation test cannot be completed or if an event occurs to invalidate the test, the BAT/STT will, if practicable, begin a new screening or confirmation test using a new breath alcohol testing form with a new sequential test number.
- I. Inadequate Amount of Breath for EBT and Non-EBT Devices
- 1. If the employee is unable, or alleges that he/she is unable, to provide a sufficient amount of breath to permit a valid breath test because of a medical condition, the BAT or STT will again instruct the employee to attempt to provide an adequate amount. If the employee refuses to make the attempt, the BAT or STT will immediately inform the Designated Employer Representative (DER).
 - 2. If the employee attempts and fails to provide an adequate amount of breath, the BAT or STT will so note in the "Remarks"

section of the testing form and shall immediately inform the DER. The DER will direct the employee to obtain, as soon as practical after the attempt, an evaluation from a licensed physician who is acceptable to the Participating Agency concerning the employee's medical ability to provide an adequate amount of breath.

3. If the physician determines, in his/her reasonable medical judgment, that a medical condition has or could have precluded the employee from providing an adequate amount of breath, the employee's failure to provide an adequate amount of breath will not be deemed as a refusal to take an alcohol test. The physician will provide a written statement of the basis for his/her conclusion to the DER.

J. Inadequate Amount of Saliva for Non-Evidential Testing Devices

1. If an employee is unable to provide sufficient saliva to complete a test on a saliva screening device (e.g. the employee does not provide sufficient saliva to activate the device) the STT will conduct a new test using a new device as described in Section F, "Screening Test Procedures for Non-Evidential Saliva Devices."
2. If the employee refuses to complete the new test, the STT will terminate testing and immediately inform the employer. This constitutes a refusal to test.
3. If a new test is completed but there is an insufficient amount of saliva to activate the device, the STT will immediately inform the employer and will then immediately initiate an alcohol test to be administered to the employee using an EBT device.

K. Invalid Tests

1. A breath alcohol test will be invalid under the following circumstances:
 - a. The EBT device does not pass its next calibration check. This invalidates all test results of 0.02 or greater on tests conducted since the last valid external calibration test. This would not invalidate any negative tests conducted.
 - b. The BAT does not observe the minimum 15-minute waiting period prior to conducting the confirmation test.
 - c. The BAT does not perform an air blank of the EBT device before a confirmation test, or an air blank does not result in a reading of 0.00 prior to the administration of an alcohol test.
 - d. The BAT does not sign the breath alcohol testing form.
 - e. The BAT fails to note in the remarks section of the form that the employee has failed or refused to sign

the form following the recording or printing on, or attachment to, the form of the test result.

- f. An EBT device fails to print a confirmation test result.
- g. The sequential test number or alcohol concentration displayed on the EBT device is not the same as the sequential test number or alcohol concentration on the printed result.

2. An alcohol test using a non-evidential saliva-screening device will be invalid under the following circumstances:

- a. The result is read before two minutes or after 15 minutes from the time the swab is inserted into the device.
- b. The device does not activate.
- c. The device is used for a test after the expiration date printed on its package.
- d. The STT fails to note in the "Remarks" section of the form that the screening test was conducted using a saliva device.
- e. The STT fails to note in the "Remarks" section of the form that the employee has failed or refused to sign the form following the recording of a test result of 0.02 or higher on the form.

L. Care of EBTs

- 1. An external calibration check must be completed at the intervals specified by the manufacturer.
- 2. The only calibration devices that may be used appear on the NHTSA's Conforming Products List for "Calibrating Units for Breath Alcohol Tests."
- 3. If an EBT fails an external calibration check, the EBT must be taken out of service.
- 4. Records of inspection, maintenance and calibration of EBTs must be maintained in accordance with 49 CFR Part 40.333(a)(2).
- 5. Inspection, maintenance and calibration of the EBT must be performed by its manufacturer or maintenance representative certified either by the manufacturer or by a state health agency or appropriate state agency.

3.2.2.6

(ME) Transportation of Specimens to Testing Laboratory

All specimens will be transported overnight to the testing laboratory via FedEx. All collection and testing sites will either call for a pick up or may be set up for daily pick ups. Collection sites will fill out an air bill and put all specimens into a large heavy-duty leak resistant plastic

shipping bag marked "Clinical" for the FedEx courier to pick up at a designated time.

The specimen bottles have snap-on caps to prevent the seepage of urine during shipment. The specimen bottles are placed in a leak-resistant plastic bag in a separate compartment from the chain of custody form. This compartment contains absorbent material that is able to absorb the entire contents of both specimen bottles if leakage occurs.

3.2.2.7

(ME) Monitoring of Sites and Laboratories

Central Drug System evaluates the ongoing compliance and integrity of all collections sites by conducting unannounced collection site audits, either in person or through an interview over the phone. Central Drug System also utilizes an internal compliance form to track any discrepancies found by Central Drug System's MRO department. These discrepancies are entered electronically into our collection site database as well as filed manually in the collection site's file. Our Clinic Coordinator then contacts the collection site to advise them of the discrepancy and to devise a corrective course of action, if necessary.

If the error(s) results in a fatal flaw and requires cancellation of the result, Central Drug System's MRO department will send a Notification of Collection for Federal Urine Drug Test and will require that error correction training be completed and certification sent back to Central Drug System within 30 days. Central Drug System will follow up on any remedial training requests that are not sent back within 30 days and will notify the collector that they are no longer qualified to conduct collections on our behalf until the error collection training is completed. We will notify Participating Agency contacts if a particular collection site does not resolve continuous errors.

If our in-house MRO department identifies a chain of custody form that has incorrect information on it or is not printed legibly, they will forward a copy to our Clinic Coordinator who will have the chains reprinted and sent out to the collection site and will make sure that the incorrect forms are disposed of. Our Clinic Coordinator also initiates periodic calls to each collection facility to request updated information and certificates for collectors and Breath Alcohol Technicians. Central Drug System also makes sure that all collection sites have a current copy of 49 CFR Part 40 whenever there are updates and that the DOT collectors and BATs at the sites understand its requirements.

Please see Appendix H for a copy of the Collector Audit form, the Breath Alcohol Technician (BAT) Audit Form, the Custody and Control

Form Discrepancy Checklist and the Error Correction Training initial notification letter and follow up letter.

Central Drug System evaluates the compliance and integrity of the laboratories it utilizes by submitting blind specimens on a quarterly basis. Central Drug System follows Example 5 under 49 CFR Part 40.103 (d) when submitting blind specimens, which means that since there is a 50 blind specimen per quarter "cap." Central Drug System will send 50 blind specimens to each laboratory per quarter. Approximately 75 percent of the specimens we submit are blank (containing no drugs, nor any substitution or adulteration). Approximately 15 percent are positive for one or more of the five drugs involved in DOT testing and approximately 10 percent are either adulterated or substituted.

All blind specimens submitted by Central Drug System are sent to the labs using the same channels through which employees' specimens are sent. Our collectors use a CCF, place fictional initials on the specimen bottle labels, indicate that the specimen is a blind specimen on Copy 2 of the CCF for the MRO and discard Copies 4 and 5. Once the blind specimen has been reported out by the laboratory, the MRO will double check that the expected result is indeed the result that was received. If a blind specimen is reported as a false negative result, Central Drug System will provide the laboratory with the expected results and direct the laboratory to determine a reason for the discrepancy. If the blind specimen is reported as a false positive, adulterated or substituted result, Central Drug System will provide the laboratory with the expected results, direct the laboratory to determine a reason for the discrepancy and notify the Office of Drug and Alcohol Compliance.

Central Drug System will provide reports of any unsatisfactory findings to the Division of Purchasing. We will submit two separate Excel spreadsheet reports (one lab, one collection site) on a quarterly basis via email. The lab report will include any blind specimen discrepancies and will include the course of action taken by Central Drug System within a particular quarter. If there were no discrepancies found, then the Division of Purchasing will be notified that no report was necessary. The likelihood of the Division of Purchasing seeing a lab report is extremely low. The collection site report will include any unsatisfactory collection site audits, any error correction training letters that were sent, any internal discrepancies documented and will include the course of action taken by Central Drug System within a particular quarter. If there were no discrepancies found, then the Division of Purchasing will be notified that no report was necessary.

3.2.3.12.1 (ME) Drug Detection Limits, Non-CDL

For non-DOT testing, Central Drug System currently has over 75 existing test panels that can be set up for a Participating Agency. We are also able to create any test panel that a Participating Agency would require. We offer an extensive anabolic steroid test panel (testing for 20 different steroids) as well as a targeted anabolic steroid panel (testing for 9 different steroids). We also offer many different expanded Opiate test panels, which can test for synthetics Opiates such as Buprenorphine, Fentanyl, Hydrocodone, Hydromorphone, Meperidine, Methadone, Oxycodone, Oxymorphone, Propoxyphene, and Tramadol. The testing of expanded Opiates can be added to any existing drug testing panel. For example, we can add Oxycodone and Hydrocodone to a standard 5 panel test which includes Marijuana, Cocaine, Opiates (Codeine, Morphine & Heroin), Amphetamines & PCP. Please see Appendix I for a current listing of individual drugs and their screening and confirmation levels that are available. Central Drug System can add any drug not listed that is desired by a Participating Agency.

3.2.3.17 (ME) Laboratory Record Keeping System

Both laboratories Central Drug System utilizes have comprehensive record keeping systems including failsafe back-up procedures to prevent loss of documentation. Please see Appendix J for Medtox Laboratories' record keeping system. Please see Appendix K for Pathology Associates Medical Laboratories' record keeping system.

3.2.4 Medical Review Officer Services

Central Drug System utilizes our in-house MRO and two back-up MROs, all of whom comply with the requirements of 49 CFR Part 40, Subpart G. Each MRO is listed below with their certification authority, location, phone numbers and hours of operation.

Sara A. Rinck, M.D.

American Association of Medical Review Officers (AAMRO)

16560 Harbor Blvd., Suite A

Fountain Valley, CA 92708

Phone: (800) 310-0036

After Hours Phone: (800) 310-0036, option 5

Hours: Monday - Friday 7:30 AM - 5:00 PM Pacific Time

After Hours and weekends until 8:00 PM Pacific Time

Daniel Drew, M.D.

American Association of Medical Review Officers (AAMRO)

7160 Graham Road

Indianapolis, IN 46250

Phone: (888) 265-6362
After Hours Phone: (800) 310-0036, option 5
Hours: Monday - Friday 8:00 AM - 5:00 PM Central Time

John S. Tetrick, M.D.
Medical Review Officer Certification Council (MROCC)
7160 Graham Road
Indianapolis, IN 46250
Phone: (888) 265-6362
After Hours Phone: (800) 310-0036, option 5
Hours: Monday - Friday 8:00 AM - 5:00 PM Central Time

Please see Appendix L for MRO credentials and certifications.

3.2.5

(ME) Training

Central Drug System provides Supervisor (reasonable suspicion) training as required by 49 CFR Part 382.603. This training can be conducted in person at a Participating Agency's location; however, it is also available online and can be completed at the employee's leisure.

Central Drug System also offers other types of training courses such as Designated Employer Representative (DER) training, collector training, Breath Alcohol Technician (BAT) training, Screening Test Technician (STT) and Driver training. These trainings can all be conducted in person at a Participating Agency's location.

Central Drug System also offers training when changes to 49 CFR Parts 40 and 382 require a change in procedure. This training may be provided in person at a Participating Agency's location or it can be in the form of an in depth power point presentation that Participating Agencies may view online at their leisure.

Central Drug System has a current training course on an upcoming proposed rule regarding the Commercial Driver's License Drug and Alcohol Clearinghouse. This training can be provided in person to inform Participating Agencies of this proposed ruling.

Pricing for all trainings will be included in the Cost Proposal.

3.2.6.2

(ME) Start-Up

Central Drug System has a "start-up" transition plan that describes how Central Drug System would transition from the current contracted service delivery to Central Drug System's service delivery. Please see the transition timetable on the following page.

Start-Up Transition Timetable

Task	Description	Responsible Party	Timeframe
Introduction	<p>Central Drug System can meet with State representatives to introduce Central Drug System's services. Discussions with the State will lead to fully understanding the specific needs of the testing program, including:</p> <ul style="list-style-type: none"> • Account Set-up and point of contact designation • Panel Design for non-DOT tests • Supply Fulfillment • Result Reporting • Monthly Reports • Billing and Payment Processes 	Heather Archibald	Can be scheduled within 1 week of award
Supply Procurement	Central Drug System will ensure that it has the appropriate supplies to serve the State's requirements and volume.	Heather Archibald	1 week, concurrent with Information Gathering
Information Gathering	The State should provide Central Drug System with contact information to establish accounts within Central Drug System's database. The format of this information is at the State's discretion but should include all appropriate address, phone numbers, email addresses, and authorized contacts.	State Representatives	1 week, concurrent with Supply Procurement
Data Entry of Account Information	Central Drug System representatives will enter this information into its database. Central Drug System will also distribute web-based reporting login information to each authorized contact.	Nicole Hight	1 week
Notification & Training	Central Drug System will prepare and distribute notifications to and training documents for State officials and users of the web-based reporting system. Training topics will include processes and procedures for specimen collection, transport, documentation and reporting of drug and alcohol test results, as well as web-based program, customer service structure and hours of operation. This training can be fulfilled by an online Powerpoint presentation or can be conducted in person if the State prefers that method.	Heather Archibald	2 weeks
Review & Development of IT Services	Central Drug System representatives will work with the State to ensure data transmissions of results operate properly and that all reports meet the requirements of the contract	Heather Archibald Ryan Pegors State Representatives	Begin after Information Gathering; to be completed 2 weeks prior to program start date
Supply Ordering	Central Drug System representatives will place initial supply orders for all locations	Wanda Payne	1 week
Supply Shipment	Central Drug System representatives will fulfill and ship all initial supply orders for one week prior to the program's start date.	Wanda Payne	1 week

3.2.7

(ME) Close Out

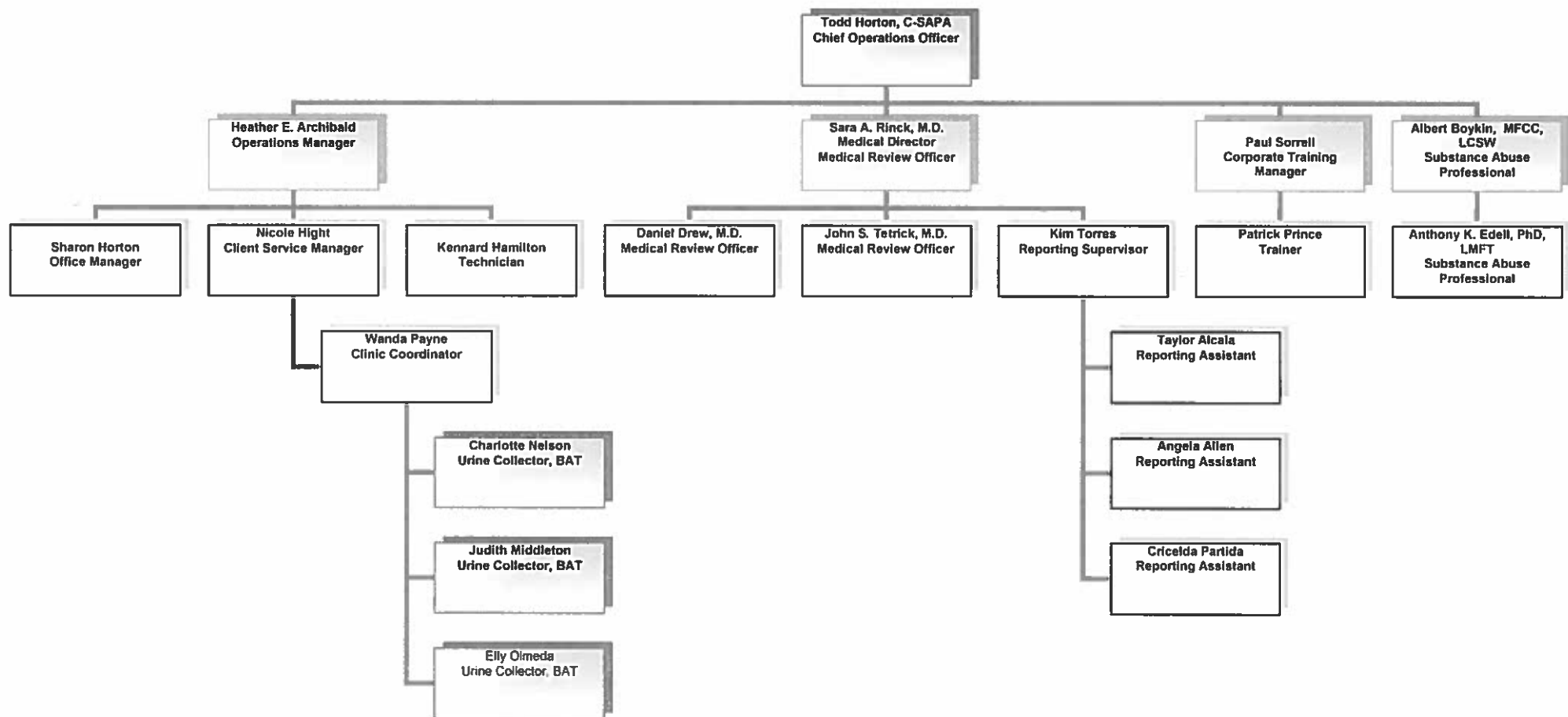
Central Drug System has a "close out" transition plan which covers contract close out activities to a new contractor at the end of the Contract. Central Drug System will make every attempt to ensure that contract close out and transition to a new contractor is successful and will assign a close out and transition team to carry this out. This team will be assigned no later than one hundred twenty (120) calendar days prior to expiration of the Contract.

Per 49 CFR Part 40.349(f), Central Drug System will transfer all drug and alcohol testing records to the new contractor as designated and requested by the State. These records will be transferred within ten (10) business days of the request. Central Drug System will send all positive results within the last five years and all negative and cancelled results within the last one year. Central Drug System will have a team of three individuals who will pull records from long-term storage, copy and prepare these records for shipment and will ship these records to the new contractor. Central Drug System will also notify all collection sites and laboratories that the contract has ended and will inform them of the new contractor's information.

APPENDIX B

ORGANIZATIONAL CHART

CDS ORGANIZATIONAL CHART



APPENDIX C

COLLECTION SITE LISTS

GENERAL COLLECTION SITE LIST

EMERGENCY SERVICES COLLECTION SITE LIST

ON-SITE TESTING COLLECTION SITE LIST

Idaho Clinic List for RFP15000097

Idaho Transportation Department												
District	Clinic Name	Address	City	State	Zip	Phone	After Hours/Emergency Phone	Fax	BAT	Hours	Weekend Hours	Closed for Lunch?
District #1	Kootenai Medical Center	566 West Prairie	Coeur D'Alene	ID	83815	(208) 772-9110	(208) 772-9110	1-208-772-0603	Y	7-9 Mon-Sun	7-5:30 Sat & Sun	No
District #1	Kootenai Medical Center	1300 E. Mullan Ave, # 600	Post Falls	ID	83854	(208) 777-1157		1-208-777-1871		7-9 Mon-Sun	7-5:30 Sat & Sun	No
District #1	Kootenai Medical Center	700 Ironwood Dr, # 170E	Coeur D'Alene	ID	83814	(208) 676-1852		1-208-676-1272		7-9 Mon-Sun	7-5:30 Sat & Sun	No
District #1	Mountain Health Care	740 McKinley	Kellogg	ID	83837	(208) 783-1267	(208) 769-2879	1-208-786-4471	Y	8-7 Mon-Th / 8-5 Fri	8-3 Sat 24-hr emerg.	No
District #1	Panhandle Health District	137 North 8th Street	St Maries	ID	83861	(208) 245-4556	(208) 245-4556	1-208-245-3692	Saliva	Mon & Fri Appt Required	No	12-1
District #1	Panhandle Health District	7402 Caribou	Bonner's Ferry	ID	83805	(208) 267-5558		1-208-267-3795	Saliva	8-5 M-Fri	No	12-1
District #1	Premier Urgent Care	315 W. Dalton	Coeur D'Alene	ID	83815	(208) 209-2060		1-208-209-2070	Y	7-4 M-Fri	7-4 Sat & Sun	No
District #1	Premier Urgent Care	750 N. Syringa	Post Falls	ID	83854	(208) 262-2600		1-208-262-2602	Y	7-4 M-Fri	7-4 Sat & Sun	No
District #1	Sandpoint Urgent Care Center	302 South 1st Avenue	Sandpoint	ID	83864	(208) 265-4383	(208) 265-4383	1-208-263-5112	Y	8-7 Mon-Fri	8-5 Sat & Sun	No
District #2	Clearwater Medical Center	1522 17th Street	Lewiston	ID	83501	(208) 743-8416	(208) 743-8416	1-208-743-4642	Y	8-5 Mon-Fri	No	12-1
District #2	Clearwater Valley Hospital	301 Cedar Avenue	Orofino	ID	83544	(208) 476-4555	(208) 476-5777	1-208-476-7785	Y	8-5 Mon-Fri	24-hr emerg.	No
District #2	Syringia General Hosp-Lab	607 W. Main	Grangeville	ID	83530	(208) 983-1700	(208) 983-1700	1-208-983-2114	N	8:30-4 Mon-Fri	No	No
District #2	Providence Medical Group/Occup Health	601 W Spruce Suite # C	Missoula	MT	59802	(406) 329-5746	(406) 329-5746	1-406-327-1697	N	8:30-7:30 Mon-Fri	9-5 Sat; 12-5 Sun	No
District #3	Cascade Medical Center	402 Old State Hwy	Cascade	ID	83611	(208) 382-4242	(208) 382-4285	1-208-382-3580	N	8:30-4:30 Mon-Fri	24-hr emerg.	No
District #3	McCall Hospital	1000 State Street	McCall	ID	83638	(208) 634-2221	(888) 236-4643	1-208-634-3017	Y	8-5 Mon-Fri	24-hr emerg.	No
District #3	Bonded LLC (Ikola Testing)	202 Virginia Avenue #6	New Meadows	ID	83654	(208) 347-4600		1-208-347-4500	Y	Appt only (9-2 T & TH Walk-in)	No	No
District #3	Physicians Primary Care Center	335 SW 13th Street	Ontario	OR	97914	(541) 889-8410	(541) 889-8410	1-541-889-8093	Y	8-6:30 Mon-Fri	8-2:30 Sat; 12-4:30 Sun	No
District #3	Primary Health	700 Caldwell Blvd.	Nampa	ID	83651	(208) 466-6567	(208) 466-6567	1-208-466-7922	Y	8-8 Mon-Fri	8-8 Sat; 9-5 Sun	No
District #3	Primary Health	6052 W. State St.	Boise	ID	83703	(208) 344-7799		1-208-344-7152	N	8-8 Mon-Fri	8-8 Sat & Sun	No
District #3	St Alphonsus Fruitland Plaza	910 NW 16th St. suite 101	Fruitland	ID	83619	(208) 452-6851	(208) 452-6851	1-541-881-7157	N	8:30-4:30 Mon-Fri	No	No
District #3	The Doctor's Clinic	2000 American Legion Blvd	Mountain Home	ID	83647	(208) 587-1500	(208) 587-1500	1-208-587-3180	Saliva	8-5 Mon-Fri	No	12-1
District #3	Treasure Valley Collection Center	335 Southwest 13th	Ontario	OR	97914	(541) 889-4513	(541) 889-4513	1-541-889-7395	N	Appt. Needed 8-5 Mon-Fri	No	No
District #3	Treasure Valley Collection Center	1070 N. Curtis Road, #130	Boise	ID	83706	(208) 377-1499	(208) 377-1499	1-208-377-1583	Y	7-4:30 Mon-Fri	No	No
District #4	St Lukes - Jerome	709 North Lincoln	Jerome	ID	83338	(208) 324-2321		1-208-324-9816	Y	7-4 Mon-Fri	No	No
District #4	St Lukes Magic Valley Reg Med Center	775 Pole Line Rd West	Twin Falls	ID	83301	(208) 814-8114		1-208-814-8902	Y	8-5 Mon-Fri	No	No
District #4	St. Luke's Wood River Medical Center	100 Hospital Drive	Ketchum	ID	83340	(208) 727-8671	(208) 727-8671	1-208-727-8672	Y	7:30-6 Mon-Fri	24-hr emerg.	No
District #4	Wienhoff Drug Testing	239 West 13th	Burley	ID	83318	(208) 878-2321		1-208-878-9960	Y	8-5 Mon-Fri	No	No
District #5	Bear Lake Memorial Hospital	164 South 5th St.	Montpelier	ID	83254	(208) 847-1630	(208) 847-1630 ext. 4427	1-208-847-4470	Saliva	7-5 Mon-Fri	24-hr emerg.	No
District #5	Caribou Memorial Hospital	300 S. 3rd West	Soda Springs	ID	83276	(208) 547-3341	(208) 547-2780	1-208-547-2364	Y	7:30-5 Mon-Fri	24-hr emerg.	No
District #5	Community Care	2725 Channing Way	Idaho Falls	ID	83404	(208) 525-8448		1-208-525-8118		8-9 Mon-Fri	Sat 8-9 and Sun 8-8	No
District #5	Franklin County Medical Center	44 North 100 East	Preston	ID	83263	(208) 852-1937	(208) 852-1937	1-208-852-1838	Saliva	8-5 Mon-Fri	No	No
District #5	Physician Immediate Care	495 Yellowstone	Pocatello	ID	83201	(208) 478-7422	(208) 478-7422	1-208-478-1515	Y	8-8 Mon-Fri	8-8 Sat & Sun	No
District #5	Portneuf Workmed Medical Center	500 S. 11th Ave, #500	Pocatello	ID	83201	(208) 239-1940	(208) 239-1800	1-208-233-4506	Y	after hours only	24-hr emerg.	No
District #5	Rapid Toxicology	690 Yellowstone, Suite #H	Pocatello	ID	83201	(208) 478-6152	(208) 478-6152	1-208-478-6154	Y	9-4:30 Mon-Fri	24-hr emerg.	No
District #5	Wienhoff Drug Testing	2235 E 25th Street Suite 150	Idaho Falls	ID	83404	(208) 528-9000	(208) 221-0233	1-208-528-9020	Y	8-5 Mon-Fri	after hours	12-1
District #6	Challis Area Health Center	611 Clinic Road	Challis	ID	83226	(208) 879-4351	(208) 879-4351	1-208-879-5216	Y	8:30-5 Mon-Fri	No	1-2
District #6	Community Care	167 E 1st St	Rigby	ID	83442	(208) 745-8747	(208) 745-8747	1-208-745-9396	Y	8-8 Mon-Fri	8-5 Sat	No
District #6	Community Care	2725 Channing Way	Idaho Falls	ID	83404	(208) 525-8448	(208) 525-8448	1-208-525-8118	Y	8-8 Mon-Fri	8-8 Sat & Sun	No
District #6	Lost Rivers District Hospital	551 Highland	Arco	ID	83213	(208) 527-8208	(208) 527-8285	1-208-527-3430	Saliva	8-5 Mon-Fri	24-hr emerg.	No
District #6	Madison Memorial Hospital	450 E. Main Street	Rexburg	ID	83440	(208) 359-6442	(208) 356-3691	1-208-359-6443	Y	7:30-6 Mon-Fri	24-hr emerg.	No
District #6	Panhandle Health District	7402 Caribou	Bonner's Ferry	ID	83805	(208) 267-5558	(208) 267-5558	1-208-267-3795	Saliva	8-5 Mon-Fri	No	12-1
District #6	Steele Memorial Clinic	203 S Daisy	Salmon	ID	83467	(208) 756-5641		1-208-756-5743	Y	7:30-5 Mon-Fri	No	No
District #6	Wienhoff Drug Testing	2235 E 25th Street Suite 150	Idaho Falls	ID	83404	(208) 528-9000	(208) 528-9000	1-208-528-9020	Y	8-5 Mon-Fri	after hours	12-1
District #6	Wight Chiropractic - Idaho Work Care	203 North Holmes Avenue	Idaho Falls	ID	83401	(208) 522-2591		1-208-522-2591		8:30-5 Mon-Fri	No	12-1:30

Idaho Educational Svcs for the Deaf & the Blind

Clinic Name	Address	City	State	Zip	Phone	After Hours/Emergency Phone	Fax	BAT	Hours	Weekend Hours	Closed for Lunch?
North Canyon Medical Center	257 N Canyon Drive	Gooding	ID	83330	(208) 934-4433		1-208-934-8306	Y	7-4 Mon-Fr	24hr emergency for post-accidents only	No

Idaho Dept of Agriculture

Clinic Name	Address	City	State	Zip	Phone	After Hours/Emergency Phone	Fax	BAT	Hours	Weekend Hours	Closed for Lunch?
Clearwater Medical Center	1522 17th Street	Lewiston	ID	83501	(208) 743-8416	(208) 743-8416	1-208-743-4642	Y	8-5 Mon-Fri	No	12-1
Community Care	2725 Channing Way	Idaho Falls	ID	83404	(208) 525-8448	(208) 525-8448	1-208-525-8118	Y	8-8 Mon-Fri	8-8 Sat & Sun	No
Community Care	765 S Utah Ave	Idaho Falls	ID	83402	(208) 525-2600		1-208-525-2611	No	8-4 Mon-Fr	No	No
Kootenai Medical Center	700 Ironwood Dr, # 170E	Coeur D'Alene	ID	83814	(208) 676-1852		1-208-676-1272		7-9 Mon-Sun	7-5:30 Sat & Sun	No
Portneuf Workmed Medical Center	500 S. 11th Ave, #500	Pocatello	ID	83201	(208) 239-1940	(208) 239-1800	1-208-233-4506	Y	after hours only	24-hr emerg.	No
Primary Health	1907 S Broadway Ave, #101	Boise	ID	83706	(208) 345-1222		1-208-345-1261	Y	8-8 Mon-Sun	No	No
Primary Health	700 Caldwell Blvd.	Nampa	ID	83651	(208) 466-6567	(208) 466-6567	1-208-466-7922	Y	8-8 Mon-Fri	8-8 Sat; 9-5 Sun	No
St Lukes Magic Valley Reg Med Center	775 Pole Line Rd West	Twin Falls	ID	83301	(208) 814-8114		1-208-814-8902	Y	8-5 Mon-Fri	No	No
Wienhoff Drug Testing	239 West 13th	Burley	ID	83318	(208) 878-2321		1-208-878-9960	Y	8-5 Mon-Fri	No	No
Wight Chiropractic - Idaho Work Care	203 North Holmes Avenue	Idaho Falls	ID	83401	(208) 522-2591		1-208-522-2591	Y	8:30-5 Mon-Fri	No	12-1:30

Idaho Dept of Correction

Clinic Name	Address	City	State	Zip	Phone	After Hours/Emergency Phone	Fax	BAT	Hours	Weekend Hours	Closed for Lunch?
Clearwater Valley Hospital	301 Cedar Avenue	Orofino	ID	83544	(208) 476-4555	(208) 476-5777	1-208-476-7785	Y	8-5 Mon-Fri	24-hr emerg.	No
Global Drug Testing Labs	921 S. Orchard, Ste A-1	Boise	ID	83705	(208) 429-1445		1-208-429-1705	Y	7-7 Mon-Fri	No	No
Madison Memorial Hospital	450 E. Main Street	Rexburg	ID	83440	(208) 359-6442	(208) 356-3691	1-208-359-6443	Y	7:30-6 Mon-Fri	24-hr emerg.	No
SAMG Occup Medicine	6533 Emerald	Boise	ID	83704	(208) 367-4197		1-208-367-8136	Y	8 - 4:45 Mon-Fri	No	11:45 - 1pm
Treasure Valley Collection Center	1070 N. Curtis Road, #130	Boise	ID	83706	(208) 377-1499	(208) 377-1499	1-208-377-1583	Y	7-4 30 Mon-Fri	No	No

Idaho Dept of Fish & Game

Clinic Name	Address	City	State	Zip	Phone	After Hours/Emergency Phone	Fax	BAT	Hours	Weekend Hours	Closed for Lunch?
Clearwater Medical Center	1522 17th Street	Lewiston	ID	83501	(208) 743-8416	(208) 743-8416	1-208-743-4642	Y	8-5 Mon-Fri	No	12-1
Clearwater Valley Hospital	301 Cedar Avenue	Orofino	ID	83544	(208) 476-4555	(208) 476-5777	1-208-476-7785	Y	8-5 Mon-Fri	24-hr emerg.	No
Bonded LLC (Ikola Testing)	202 Virginia Avenue #6	New Meadows	ID	83654	(208) 347-4600		1-208-347-4500	Y	Appt only (9-2 T & TH Walk-in)	No	No
Kootenai Medical Center	700 Ironwood Dr, # 170E	Coeur D'Alene	ID	83814	(208) 676-1852		1-208-676-1272		7-9 Mon-Sun	7-5:30 Sat & Sun	No
Physician Immediate Care	495 Yellowstone	Pocatello	ID	83201	(208) 478-7422	(208) 478-7422	1-208-478-1515	Y	8-8 Mon-Fri	8-8 Sat & Sun	No
Physicians Primary Care Center	400 E 7th Street	Weiser	ID	83672	(208) 414-8440		1-208-414-8442	Y	8-5 Mon-Thur	No	No
SAMG Occup Medicine	6533 Emerald	Boise	ID	83704	(208) 367-4197		1-208-367-8136	Y	8 - 4:45 Mon-Fri	No	11:45 - 1pm
St Lukes - Jerome	709 North Lincoln	Jerome	ID	83338	(208) 324-2321		1-208-324-9816	Y	7-4 Mon-Fri	No	No
St Lukes Magic Valley Reg Med Center	775 Pole Line Rd West	Twin Falls	ID	83301	(208) 814-8114		1-208-814-8902	Y	8-5 Mon-Fri	No	No
Steele Memorial Clinic	203 S Daisy	Salmon	ID	83467	(208) 756-5641		1-208-756-5743	Y	7:30-5 Mon-Fri	No	No
The Doctor's Clinic	2000 American Legion Blvd	Mountain Home	ID	83647	(208) 587-1500	(208) 587-1500	1-208-587-3180	Saliva	8-5 Mon-Fri	No	12-1
Wienhoff Drug Testing	2235 E 25th Street Suite 150	Idaho Falls	ID	83404	(208) 528-9000	(208) 528-9000	1-208-528-9020	Y	8-5 Mon-Fri	after hours	12-1
Wienhoff Drug Testing	1102 W Finch St.	Nampa	ID	83651	(208) 467-5800		1-208-467-1886	Y	8-5 Mon-Fri	after hours	12-1

Idaho Dept of Lands

Clinic Name	Address	City	State	Zip	Phone	After Hours/Emergency Phone	Fax	BAT	Hours	Weekend Hours	Closed for Lunch?
Clearwater Medical Center	1522 17th Street	Lewiston	ID	83501	(208) 743-8416	(208) 743-8416	1-208-743-4642	Y	8-5 Mon-Fri	No	12-1
Clearwater Valley Hospital	301 Cedar Avenue	Orofino	ID	83544	(208) 476-4555	(208) 476-5777	1-208-476-7785	Y	8-5 Mon-Fri	24-hr emerg.	No
Bonded LLC (Ikola Testing)	202 Virginia Avenue #6	New Meadows	ID	83654	(208) 347-4600		1-208-347-4500	Y	Appt only (9-2 T & TH Walk-in)	No	No
Kootenai Medical Center	700 Ironwood Dr, # 170E	Coeur D'Alene	ID	83814	(208) 676-1852		1-208-676-1272		7-9 Mon-Sun	7-5:30 Sat & Sun	No
McCall Hospital	1000 State Street	McCall	ID	83638	(208) 634-2221	(888) 236-4643	1-208-634-3017	Y	8-5 Mon-Fri	24-hr emerg.	No
Mountain Health Care	740 McKinley	Kellogg	ID	83837	(208) 783-1267	(208) 769-2879	1-208-786-4471	Y	8-7 Mon-Th / 8-5 Fri	8-3 Sat 24-hr emerg.	No

Panhandle Health District	137 North 8th Street	St Maries	ID	83861	(208) 245-4556	(208) 245-4556	1-208-245-3692	Saliva	Mon & Fri	Appt Required	No	12-1
Panhandle Health District	7402 Caribou	Bonner's Ferry	ID	83805	(208) 267-5558		1-208-267-3795	Saliva	8-5 Mon-Fri	No	No	12-1
Primary Health	11197 W. Fairview	Boise	ID	83713	(208) 378-8011		1-208-322-8095	No	8-8 Mon-Fri	Sat 8-8 & Sun 8-6	No	
Sandpoint Urgent Care Center	302 South 1st Avenue	Sandpoint	ID	83864	(208) 265-4383	(208) 265-4383	1-208-263-5112	Y	8-7 Mon-Fri	8-5 Sat & Sun	No	
St Lukes - Jerome	709 North Lincoln	Jerome	ID	83338	(208) 324-2321		1-208-324-9816	Y	7-4 Mon-Fri	No	No	
St Lukes Magic Valley Reg Med Center	775 Pole Line Rd West	Twin Falls	ID	83301	(208) 814-8114		1-208-814-8902	Y	8-5 Mon-Fri	No	No	
Syringia General Hosp-Lab	607 W. Main	Grangeville	ID	83530	(208) 983-1700	(208) 983-1700	1-208-983-2114	N	8:30-4 Mon-Fri	No	No	
Treasure Valley Collection Center	1070 N. Curllis Road, #130	Boise	ID	83706	(208) 377-1499	(208) 377-1499	1-208-377-1583	Y	7-4:30 Mon-Fri	No	No	
Wienhoff Drug Testing	2235 E 25th Street Suite 150	Idaho Falls	ID	83404	(208) 528-9000	(208) 528-9000	1-208-528-9020	Y	8-5 Mon-Fri	after hours	12-1	

Idaho Dept of Parks & Recreation

Clinic Name	Address	City	State	Zip	Phone	After Hours/Emergency Phone	Fax	BAT	Hours	Weekend Hours	Closed for Lunch?
Bear Lake Memorial Hospital	164 South 5th St.	Montpelier	ID	83254	(208) 847-1630	(208) 847-1630 ext. 4427	1-208-847-4470	Saliva	7-5 Mon-Fri	24-hr emerg.	No
Cascade Medical Center	402 Old State Hwy	Cascade	ID	83611	(208) 382-4242	(208) 382-4285	1-208-382-3580	N	8:30-4:30 Mon-Fri	24-hr emerg.	No
North Canyon Medical Center	257 N Canyon Drive	Gooding	ID	83330	(208) 934-4433		1-208-934-8306	Y	7-4 Mon-Fri	24hr emergency for post-accidents only	No
Kootenai Medical Center	700 Ironwood Dr, # 170E	Coeur D'Alene	ID	83814	(208) 676-1852		1-208-676-1272		7-9 Mon-Sun	7-5:30 Sat & Sun	No
Madison Memorial Hospital	450 E. Main Street	Rexburg	ID	83440	(208) 359-6442	(208) 356-3691	1-208-359-6443	Y	7:30-6 Mon-Fri	24-hr emerg.	No
Primary Health	1907 S Broadway Ave, #101	Boise	ID	83706	(208) 345-1222		1-208-345-1261	Y	8-8 Mon-Sun	No	No
St Lukes Magic Valley Reg Med Center	775 Pole Line Rd West	Twin Falls	ID	83301	(208) 814-8114		1-208-814-8902	Y	8-5 Mon-Fri	No	No
St Lukes Occupational Health Service	520 S Eagle Road, # 2213	Meridian	ID	83642	(208) 706-5447		1-208-706-5448	Y	8-5 Mon-Fri	No	No
Wienhoff Drug Testing	239 West 13th	Burley	ID	83318	(208) 878-2321		1-208-878-9960	Y	8-5 Mon-Fri	No	No

Idaho Dept of Veterans Services

Clinic Name	Address	City	State	Zip	Phone	After Hours/Emergency Phone	Fax	BAT	Hours	Weekend Hours	Closed for Lunch?
Clearwater Medical Center	1522 17th Street	Lewiston	ID	83501	(208) 743-8416	(208) 743-8416	1-208-743-4642	Y	8-5 Mon-Fri	No	12-1
Physician Immediate Care	495 Yellowstone	Pocatello	ID	83201	(208) 478-7422	(208) 478-7422	1-208-478-1515	Y	8-8 Mon-Fri	8-8 Sat & Sun	No
SAMG Occup Medicine	6533 Emerald	Boise	ID	83704	(208) 367-4197		1-208-367-8136	Y	8 - 4:45pm Mon-Fri	No	11:45 - 1pm
Wienhoff Drug Testing	5125 N Glenwood St	Boise	ID	83714	(208) 376-5600	(208) 870-9174	1-208-376-5665	Y	8-5 Mon-Fri	after hours	12-1

Eastern Idaho Technical College

Clinic Name	Address	City	State	Zip	Phone	After Hours/Emergency Phone	Fax	BAT	Hours	Weekend Hours	Closed for Lunch?
Community Care	2725 Channing Way	Idaho Falls	ID	83404	(208) 525-8448		1-208-525-8118		8-9 Mon-Fri	Sat 8-9 and Sun 8-8	No
Mobile Only Drug Collections of Eastern Idaho	2900 Western Ave	Idaho Falls	ID	83406	(208) 521-6771		1-208-523-4220		8-5 Mon-Fri	No	No

Idaho Industrial Commission

Clinic Name	Address	City	State	Zip	Phone	After Hours/Emergency Phone	Fax	BAT	Hours	Weekend Hours	Closed for Lunch?
Clearwater Medical Center	1522 17th Street	Lewiston	ID	83501	(208) 743-8416	(208) 743-8416	1-208-743-4642	Y	8-5 Mon-Fri	No	12-1
Kootenai Medical Center	700 Ironwood Dr, # 170E	Coeur D'Alene	ID	83814	(208) 676-1852		1-208-676-1272		7-9 Mon-Sun	7-5:30 Sat & Sun	No
Mountain Health Care	740 McKinley	Kellogg	ID	83837	(208) 783-1267	(208) 769-2879	1-208-786-4471	Y	8-7 Mon-Th / 8-5 Fri	8-3 Sat 24-hr emerg.	No
Physician Immediate Care	495 Yellowstone	Pocatello	ID	83201	(208) 478-7422	(208) 478-7422	1-208-478-1515	Y	8-8 Mon-Fri	8-8 Sat & Sun	No
Primary Health	1907 S Broadway Ave, #101	Boise	ID	83706	(208) 345-1222		1-208-345-1261	Y	8-8 Mon-Sun	No	No
Primary Health	700 Caldwell Blvd.	Nampa	ID	83651	(208) 466-6567	(208) 466-6567	1-208-466-7922	Y	8-8 Mon-Fri	8-8 Sat; 9-5 Sun	No
Sandpoint Urgent Care Center	302 South 1st Avenue	Sandpoint	ID	83864	(208) 265-4383	(208) 265-4383	1-208-263-5112	Y	8-7 Mon-Fri	8-5 Sat & Sun	No
St Lukes Occupational	1210 NW 16th St	Fruitland	ID	83619	(208) 452-8600		1-208-452-8601	Y	8-7 Mon-Fri	Sat 9-4	No
Wienhoff Drug Testing	239 West 13th	Burley	ID	83318	(208) 878-2321		1-208-878-9960	Y	8-5 Mon-Fri	No	No
Wienhoff Drug Testing	1102 W Finch St.	Nampa	ID	83651	(208) 467-5800		1-208-467-1886	Y	8-5 Mon-Fri	after hours	12-1
Wight Chiropractic - Idaho Work Care	203 North Holmes Avenue	Idaho Falls	ID	83401	(208) 522-2591		1-208-522-2591	Y	8:30-5 Mon-Fri	No	12-1:30

Idaho State Police - PDS

Clinic Name	Address	City	State	Zip	Phone	After Hours/Emergency Phone	Fax	BAT	Hours	Weekend Hours	Closed for Lunch?
American Mobile Drug Testing	1200 W Ironwood Dr Suite 309	Coeur d' Alene	ID	83814	(208) 665-0067	(866) 892-6904	1-208-665-0068	Y	8-5 Mon-Fri	No	No
American Mobile Drug Testing	120 E. Lake St, Suite 103	Sandpoint	ID	83864	(208) 255-2200	(866) 892-6904	1-208-255-2081	Y	10-2 Mon-Fri	No	No
Caribou Memorial Hospital	300 S. 3rd West	Soda Springs	ID	83276	(208) 547-3341	(208) 547-2780	1-208-547-2364	Y	7:30-5 Mon-Fri	24-hr emerg.	No
Clearwater Medical Center	1522 17th Street	Lewiston	ID	83501	(208) 743-8416	(208) 743-8416	1-208-743-4642	Y	8-5 Mon-Fri	No	12-1
Clearwater Valley Hospital	301 Cedar Avenue	Orofino	ID	83544	(208) 476-4555	(208) 476-5777	1-208-476-7785	Y	8-5 Mon-Fri	24-hr emerg.	No
Community Care	765 S Utah Ave	Idaho Falls	ID	83402	(208) 525-2600		1-208-525-2611	No	8-4 Mon-Fri	No	No
Community Care	72 E Main St	Rexburg	ID	83440	(208) 359-1770		1-208-359-1780	No	8-7 Mon-Fri	No	No
									Mon 1-4, Wed-Thurs 8-4, Fri 8-12 Appt		
Gritman Medical Center - Lab	700 S Main Street	Moscow	ID	83843	(208) 883-6241		1-208-883-6554	No	Required	No	No
Kootenai Medical Center	566 West Prairie	Coeur D'Alene	ID	83815	(208) 772-9110	(208) 772-9110	1-208-772-0603	Y	7-9 Mon-Sun	7-5:30 Sat & Sun	No
Kootenai Medical Center	1300 E. Mullan Ave, # 600	Post Falls	ID	83854	(208) 777-1157		1-208-777-1871		7-9 Mon-Sun	7-5:30 Sat & Sun	No
McCall Hospital	1000 State Street	McCall	ID	83638	(208) 634-2221	(888) 236-4643	1-208-634-3017	Y	8-5 Mon-Fri	24-hr emerg.	No
Physician Immediate Care	495 Yellowstone	Pocatello	ID	83201	(208) 478-7422	(208) 478-7422	1-208-478-1515	Y	8-8 Mon-Fri	8-8 Sat & Sun	No
St Lukes - Jerome	709 North Lincoln	Jerome	ID	83338	(208) 324-2321		1-208-324-9816	Y	7-4 Mon-Fri	No	No
St Lukes Magic Valley Reg Med Center	775 Pole Line Rd West	Twin Falls	ID	83301	(208) 814-8114		1-208-814-8902	Y	8-5 Mon-Fri	No	No
St Lukes Occupational Health Service	520 S Eagle Road, # 2213	Meridian	ID	83642	(208) 706-5447		1-208-706-5448	Y	8-5 Mon-Fri	No	No
St. Luke's Wood River Medical Center	100 Hospital Drive	Ketchum	ID	83340	(208) 727-8671	(208) 727-8671	1-208-727-8672	Y	7:30-6 Mon-Fri	24-hr emerg.	No
The Doctor's Clinic	2000 American Legion Blvd	Mountain Home	ID	83647	(208) 587-1500	(208) 587-1500	1-208-587-3180	Saliva	8-5 Mon-Fri	No	12-1
Treasure Valley Collection Center	1070 N. Curtis Road, #130	Boise	ID	83706	(208) 377-1499	(208) 377-1499	1-208-377-1583	Y	7-4:30 Mon-Fri	No	No
Wienhoff Drug Testing	239 West 13th	Burley	ID	83318	(208) 878-2321		1-208-878-9960	Y	8-5 Mon-Fri	No	No
Wienhoff Drug Testing	2235 E 25th Street Suite 150	Idaho Falls	ID	83404	(208) 528-9000	(208) 528-9000	1-208-528-9020	Y	8-5 Mon-Fri	after hours	12-1
Wienhoff Drug Testing	1102 W Finch St.	Nampa	ID	83651	(208) 467-5800		1-208-467-1886	Y	8-5 Mon-Fri	after hours	12-1

Idaho Dept of Health & Welfare

Clinic Name	Address	City	State	Zip	Phone	After Hours/Emergency Phone	Fax	BAT	Hours	Weekend Hours	Closed for Lunch?
Clearwater Medical Center - Lewiston ID	1522 17th Street	Lewiston	ID	83501	(208) 743-8416	(208) 743-8416	1-208-743-4642	Y	8-5 Mon-Fri	No	12-1
Clearwater Valley Hospital - Orofino ID	301 Cedar Avenue	Orofino	ID	83544	(208) 476-4555	(208) 476-5777	1-208-476-7785	Y	8-5 Mon-Fri	24-hr emerg.	No
Community Care - Idaho Falls ID (Channing)	2725 Channing Way	Idaho Falls	ID	83404	(208) 525-8448	(208) 525-8448	1-208-525-8118	Y	8-8 Mon-Fri	8-8 Sat & Sun	No
Community Care - Idaho Falls ID (Utah)	765 S Utah Ave	Idaho Falls	ID	83402	(208) 525-2600		1-208-525-2611	No	8-9 Mon-Fri	8-9 Sat & Sun	No
Ellis Chiropractic - Idaho Work Care	512 W. Judicial Street	Blackfoot	ID	83221	(208) 782-9793		1-208-782-1999	Y	9-5 Mon-Wed; 9-12 Th; 9-4 Fri	No	12-2
Head To Toe Health Care - Idaho Work Care	1514 South 800 West, # 100	Preston	ID	83263	(208) 852-2875			Y	8-5 M-W-Fri	No	No
Kootenai Urgent Care - Coeur D Alene	700 Ironwood Dr, # 170E	Coeur D'Alene	ID	83814	(208) 676-1852		1-208-676-1272		7-9 Mon-Sun	7-5:30 Sat & Sun	No
Kootenai Urgent Care - Coeur D Alene (Prairie)	566 West Prairie	Coeur D'Alene	ID	83815	(208) 772-9110	(208) 772-9110	1-208-772-0603	Y	7-9 Mon-Sun	8-8 Sat & Sun	No
Kunz Chiropractic - Idaho Work Care	55 N. Main Street	Driggs	ID	83422	(208) 354-4010		1-208-354-4011	No	8-5 M-F	No	No
Orchard Chiropractic - Idaho Work Care	160 E. Valley River Drive #3	Rexburg	ID	83440	(208) 656-8883		1-208-656-8883	Saliva	9-5 M-F	No	No
Page Family Chiropractic - Idaho Work Care	476 1/2 Chubbuck Rd	Chubbuck	ID	83202	(208) 478-7243				9-5 M-Th; 9-12 Fri	No	No
Physicians Immediate Care - Chubbuck ID	134 W Chubbuck Rd	Chubbuck	ID	83202	(208) 237-7911		1-208-237-3450	Y	8-6 Mon-Fri	No	No
Physicians Immediate Care - Pocatello ID	495 Yellowstone	Pocatello	ID	83201	(208) 478-7422	(208) 478-7422	1-208-478-1515	Y	8-Midnight	7 days a week	No
Primary Health - Boise ID (Broadway)	1907 S Broadway Ave, # 101	Boise	ID	83706	(208) 345-1222		1-208-345-1261	Y	8-8 Mon-Fri	8-8 Sat & Sun	No
Primary Health - Boise ID (Downtown)	300 W Myrtle	Boise	ID	83706	(208) 472-9082		1-208-472-9083	No	7-8 Mon-Fri	8-6 Sat & Sun	No
Primary Health - Boise ID (Overland)	8971 West Overland Rd	Boise	ID	83709	(208) 378-4288		1-208-378-4297	No	8-8 Mon-Fri	8-8 Sat & Sun	No
Primary Health - Boise ID (State)	6052 W. State St.	Boise	ID	83703	(208) 344-7799		1-208-344-7152	No	8-8 Mon-Fri	8-8 Sat & Sun	No
Primary Health - Boise ID (West)	11197 W Fairview Ave	Boise	ID	83713	(208) 378-8011		1-208-322-8095	No	8-8 Mon-Fri	8-8 Sat & 8-6 Sun	No
Primary Health - Caldwell ID	4815 Cleveland Blvd	Caldwell	ID	83605	(208) 455-3545		1-208-454-9690	No	8-8 Mon-Fri	8-6 Sat & Sun	No
									8-5 Mon; 8-8 Tues-Fri		
Primary Health - Eagle ID	435 S Eagle Rd	Eagle	ID	83616	(208) 939-8200		1-208-939-8222	No	8-8 Mon-Fri	8-6 Sat	No
Primary Health - Meridian ID	1130 E Fairview Avenue	Meridian	ID	83642	(208) 888-9393		1-208-888-9525	No	8-8 Mon-Fri	8-8 Sat & Sun	No
Primary Health - Meridian ID (Crossroads)	3115 E Florence Ave	Meridian	ID	83642	(208) 895-8670		1-208-955-0494	Y	8-8 Mon-Fri	8-8 Sat & Sun	No
Primary Health - Nampa ID	700 Caldwell Blvd	Nampa	ID	83651	(208) 466-6567		1-208-466-7922	Y	8-8 Mon-Fri	8-8 Sat & Sun	No
Primary Health - Nampa ID	1115 12th Ave Rd	Nampa	ID	83686	(208) 498-1080		1-208-498-1081	No	8-8 Mon-Fri	8-6 Sat & Sun	No
St Lukes Magic Valley Reg Med Center	775 Pole Line Rd West	Twin Falls	ID	83301	(208) 814-8114		1-208-814-8902	Y	8-5 Mon-Fri	24-hr emerg.	No
Wienhoff Drug Testing - Boise ID	5125 N Glenwood St	Boise	ID	83714	(208) 376-5600	(208) 870-9174	1-208-376-5665	Y	7:30-6 Mon-Fri	No	12-1
Wienhoff Drug Testing - Fruitland ID	1720 NW 24th St, Suite B	Fruitland	ID	83619	(208) 452-5908		1-208-452-5909	Y	9-5 Mon-Fri	No	12-1
Wienhoff Drug Testing - Idaho Falls ID	2235 E 25th Street, # 150	Idaho Falls	ID	83404	(208) 528-9000		1-208-528-9020	Y	9-5 Mon-Fri	No	12-1
Wienhoff Drug Testing - Nampa ID	1102 W Finch St.	Nampa	ID	83651	(208) 467-5800		1-208-467-1886	Y	9-5 Mon-Fri	No	12-1
Wight Chiropractic - Idaho Work Care	203 North Holmes Avenue	Idaho Falls	ID	83401	(208) 522-2591		1-208-522-2591	Y	8:30-5 M-F	No	No

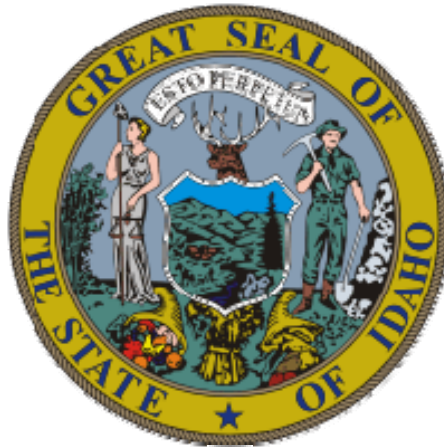
	American Mobile Drug Testing	3475 W. Broadway St.	Missoula	MT	59808	(406) 543-8111	1-866-892-6904	1-406-543-1801	Y	8-5 Mon-Fri	24-hr emerg.	12-1
	Cedar Springs Associates	676 Shoup Ave. W., Ste. 8	Twin Falls	ID	83301	(208) 733-1199	1-208-308-1199	1-208-733-1250	Y	9-5 M-Th; 9-4:30 Fri	24-hr emerg.	No
Mobile Only	Quad Cities Mobile Drug Testing		Lewiston	ID	83501	(208) 750-6449		1-208-750-1082	Y	24/7 Appt Needed	Appt. Needed	

Emergency Idaho Clinic List for RFP15000097

District	Clinic Name	Address	City	State	Zip	Phone	After Hours/Emergency Phone	Fax	BAT	Hours	Weekend Hours	Closed for Lunch?
District #1	Mountain Health Care	740 McKinley	Kellogg	ID	83837	(208) 783-1267	(208) 769-2879	1-208-786-4471	Y	8-7 Mon-Th / 8-5 Fri	8-3 Sat 24-hr emerg.	No
District #2	Clearwater Valley Hospital	301 Cedar Avenue	Orofino	ID	83544	(208) 476-4555	(208) 476-5777	1-208-476-7785	Y	8-5 Mon-Fri	24-hr emerg.	No
District #3	Cascade Medical Center	402 Old State Hwy	Cascade	ID	83611	(208) 382-4242	(208) 382-4285	1-208-382-3580	N	8:30-4:30 Mon-Fri	24-hr emerg.	No
District #3	McCall Hospital	1000 State Street	McCall	ID	83638	(208) 634-2221	(888) 236-4643	1-208-634-3017	Y	8-5 Mon-Fri	24-hr emerg.	No
District #4	St. Luke's Wood River Medical Center	100 Hospital Drive	Ketchum	ID	83340	(208) 727-8671	(208) 727-8671	1-208-727-8672	Y	7:30-6 Mon-Fri	24-hr emerg.	No
District #5	Bear Lake Memorial Hospital	164 South 5th St.	Montpelier	ID	83254	(208) 847-1630	ext. 4427	1-208-847-4470	Saliva	7-5 Mon-Fri	24-hr emerg.	No
District #5	Caribou Memorial Hospital	300 S. 3rd West	Soda Springs	ID	83276	(208) 547-3341	(208) 547-2780	1-208-547-2364	Y	7:30-5 Mon-Fri	24-hr emerg.	No
District #5	Portneuf Workmed Medical Center	500 S. 11th Ave, #500	Pocatello	ID	83201	(208) 239-1940	(208) 239-1800	1-208-233-4506	Y	after hours only	24-hr emerg.	No
District #5	Rapid Toxicology	690 Yellowstone, Suite #H	Pocatello	ID	83201	(208) 478-6152	(208) 221-0233	1-208-478-6154	Y	9-4:30 Mon-Fri	24-hr emerg.	No
District #6	Lost Rivers District Hospital	551 Highland	Arco	ID	83213	(208) 527-8206	(208) 527-8285	1-208-527-3430	Saliva	8-5 Mon-Fri	24-hr emerg.	No
District #6	Madison Memorial Hospital	450 E. Main Street	Rexburg	ID	83440	(208) 359-6442	(208) 356-3691	1-208-359-6443	Y	7:30-6 Mon-Fri	24-hr emerg.	No
District #6	Wienhoff Drug Testing	2235 E 25th Street Suite 150	Idaho Falls	ID	83404	(208) 528-9000	(208) 528-9000	1-208-528-9020	Y	8-5 Mon-Fri	after hours	12-1
	North Canyon Medical Center	257 N Canyon Drive	Gooding	ID	83330	(208) 934-4433		1-208-934-8306	Y	7-4 Mon-Fr	24hr emergency for post-accidents only	No
	Wienhoff Drug Testing	1102 W Finch St.	Nampa	ID	83651	(208) 467-5800		1-208-467-1886	Y	8-5 Mon-Fri	after hours	12-1
	Wienhoff Drug Testing	5125 N Glenwood St	Boise	ID	83714	(208) 376-5600	(208) 870-9174	1-208-376-5665	Y	8-5 Mon-Fri	after hours	12-1
	St Lukes Magic Valley Reg Med Center	775 Pole Line Rd West	Twin Falls	ID	83301	(208) 814-8114		1-208-814-8902	Y	8-5 Mon-Fri	24-hr emerg.	No
	American Mobile Drug Testing	3475 W. Broadway St.	Missoula	MT	59808	(406) 543-8111	1-866-892-6904	1-406-543-1801	Y	8-5 Mon-Fri	24-hr emerg.	12-1
	Cedar Springs Associates	676 Shoup Ave. W., Ste. 8	Twin Falls	ID	83301	(208) 733-1199	1-208-308-1199	1-208-733-1250	Y	9-5 M-Th; 9-4:30 Fri	24-hr emerg.	No

On-Site Clinic List for RFP15000097

Clinic Name	Address	City	State	Zip	Phone	Hours	Locations
American Diagnostics Corporation	3172 Overland Road	Boise	ID	83705	(208) 345-5985	M-F 8-5	Boise area only.
American Mobile Drug Testing	1200 W. Ironwood Dr. Suite 309	Coeur d' Alene	ID	83814	(208) 665-0067	24/7	Will travel a 50 mile radius from collection site's location
American Mobile Drug Testing	120 E. Lake St, Suite 103	Sandpoint	ID	83864	(208) 255-2200	24/7	Will travel a 50 mile radius from collection site's location
American Mobile Drug Testing	3475 W. Broadway St.	Missoula	MT	59808	(406) 543-8111	24/7	Will travel a 50 mile radius from collection site's location
Bonded LLC	202 Virginia Avenue #6	New Meadows	ID	83654	(208) 347-4600	24 hours a day - Appt. Needed	New Meadows area
Cedar Springs Associates	676 Shoup Ave. W., Ste. 8	Twin Falls	ID	83301	(208) 733-1199	9-5 M-Th; 9-4:30 Fri / 24 Hr Emergency	Twin Falls area
Drug Collections of Eastern Idaho	2900 Western Ave	Idaho Falls	ID	83406	(208) 521-6771	M-F 8-5	Up to 30 miles from Idaho Falls.
EMSI	222 S. Cole Rd	Boise	ID	83709	(208) 672-8497	M-F 8-5	Cover all of southern ID.
EMSI	261 S. Main St	Soda Springs	ID	83276	(877) 500-2450	M-F 8-5	Cover all of southern ID.
Global Drug Testing Labs	921 S. Orchard, Ste A-1	Boise	ID	83705	(208) 429-1445	7-7 Mon-Fri	Boise Area - On-sites for 5 or more only.
Portneuf Workmed Medical Center	500 S. 11th Ave. #500	Pocatello	ID	83201	(208) 239-1940	M-F 8-4:30	On-sites for 10 or more only.
Quad Cities Mobile Drug Testing		Lewiston	ID	83501	(208) 750-6449	24 hours a day - Appt. Needed	Lewiston & Clarkston
Rapid Toxicology	690 Yellowstone, Suite #H	Pocatello	ID	83201	(208) 478-6152	After-Hours Emergencies On-Site	Up to 100 miles from Pocatello.
US Drug Testing Services Inc (on-site only)	2217 Mountain Hiatt Dr	Wake Forest	NC	27587	(920) 529-0999 Pager	24/7	Blackfoot, Nampa, Coeur d'Alene, Meridian, Lewiston, Boise, Pocatello.
Wienhoff Drug Testing - Boise ID	5125 N Glenwood St	Boise	ID	83714	(208) 376-5600	M-F 8-5 / After-Hours Emergencies	Magic Valley, Treasure Valley, Idaho Falls, Fruitland, Payette, New Plymouth, Mountain Home, Nampa, Caldwell, Boise & Meridian areas



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 ~~32~~²⁸ 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				
11				
12				
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14				
15				
16				
17				
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 [REDACTED] 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:

Rating Scale	
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



C.L. "Butch" OTTER

Governor

MIKE GWARTNEY

Director

BILL BURNS

Administrator

State of Idaho

Department of Administration

Division of Purchasing

650 West State Street – Lower Level (83702)

P. O. Box 83720

Boise, ID 83720-0075

Telephone (208) 327-7465

Fax: 208/-327-7320

<http://adm.idaho.gov/purchasing>

November 21, 2014

Todd Horton
Central Drug System, Inc.
16560 Harbor Blvd., Suite A
Fountain Valley, CA 92708

VIA FACSIMILE TRANSMISSION
FAX NUMBER: 714-418-2028
ORIGINAL MAILED

RE: RFP15000097 – Statewide Alcohol and Controlled Substance Testing Services
for the State of Idaho. RFP Closed September 29, 2014 at 5 PM Mountain Time

Dear Mr. Horton:

The Request for Proposal, RFP15000097, provided for a clarification period prior to
Contract award, as follows:

"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."

As provided for in RFP subsections 6.11, 6.12 and 6.13, we have identified in the attached document certain issues for which we seek clarification from Central Drug System, Inc. ("CDS").

We request that CDS review these issues, and contact me by 12 P.M. (noon) Mountain time Tuesday, November 25, 2014, to schedule at least a preliminary conference call to discuss these issues. If CDS will be prepared to respond in writing to these issues by that date and time, please provide your written response via fax to 208-327-7320 or via email to jason.urquhart@adm.idaho.gov, but then follow up with the original to the address shown above. All written correspondence from CDS during the clarification period must be provided under a cover letter on CDS letterhead, and signed by Todd Horton.

As far as a preliminary conference call, I have the following days and times (all are Mountain time) currently available.

- Any time on November 25 or 26 (Tuesday or Wednesday)
- Any time on November 28 (Friday)
- Any time on December 2 (Tuesday), or 5 (Friday)
- 1:30 PM Mountain or later on December 4 (Thursday)

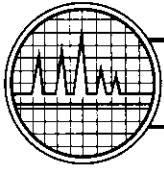
Todd Horton
November 21, 2014
Page 3

We appreciate CDS's interest in supplying the needs of the state of Idaho. For any questions you may have, please contact me at 208-332-1608 (or via email; jason.urquhart@adm.idaho.gov).

Sincerely,



Jason Urquhart, CPPO, CPPB
Purchasing Officer



**CENTRAL
DRUG SYSTEM** TM

Response to RFP15000097 – Statewide Alcohol and Controlled Substance Testing Service Clarification Period Issues List

1. CDS does not have any terms or conditions which the State of Idaho, or its agencies, will have to accept in order to use our web-based system.
- 2a. The transition for the existing contract that expires on 12/31/14 can occur within less than thirty (30) days.
- 2b. Since CDS is the incumbent contractor, the activities to start up the new contract will be minimal. All policies and forms have already been distributed, all billing procedures are already in place and all authorized contacts have already been set up. CDS will provide information for all authorized contacts on how to utilize our web-based system and will provide all contacts their user IDs and passwords by 12/22/14. CDS can also set up any special non-DOT drug panels for whichever Agencies need that service. Please have the individual Agencies contact us to set up those special drug testing panels. As far as transitioning the annual billing from the old contract to the new contract, CDS will refund a prorated amount to the Agencies who paid the annual fees in August and apply that amount to the new annual fees in January. CDS will split all annual fees evenly amongst all Agencies and political subdivisions who utilize the new contract.
3. CDS now offers online training in lieu of the training DVDs.
4. CDS will not be charging for an annual update service fee, MIS report fees or random selection processing fees under the new contract; however these items will still be provided to the State under the new contract.
5. The \$1.25 record reproduction charge is per document.
6. The \$150.00 charge is for any on-site collections that are performed after normal business hours and this will be in addition to the cost of the test. If an on-site collection is requested during normal business hours, CDS will charge only the amount that the on-site collector charges CDS, up to \$150.00, in addition to the cost of the drug or alcohol test. For example, if the on-site collection fee is \$35.00, CDS will charge the State \$35.00. If the on-site collection fee is \$75.00, CDS will charge the State \$75.00. If the on-site collection fee is \$230.00, CDS will only charge the State \$150.00.

Question from CDS: For the Department of Health and Welfare drug tests that are performed out of state, CDS is requesting that the Department of Health and Welfare provide a copy of the chain of custody form to the donor ahead of time, rather than requesting that a chain of custody form be altered. This will help CDS to better manage the process of finding a collection site and will avoid issues of not finding a collection site who will alter a chain or incurring additional charges for the altering of a form.

Sincerely,

Todd Horton
Chief Operating Officer



C.L. "Butch" OTTER
Governor
MIKE GWARTNEY
Director
BILL BURNS
Administrator

State of Idaho

Department of Administration
Division of Purchasing

650 West State Street – Lower Level (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208/-327-7320
<http://adm.idaho.gov/purchasing>

November 28, 2014

Todd Horton
Central Drug System, Inc.
16560 Harbor Blvd., Suite A
Fountain Valley, CA 92708

VIA FACSIMILE TRANSMISSION
FAX NUMBER: 714-418-2028
ORIGINAL MAILED

RE: RFP15000097 – Statewide Alcohol and Controlled Substance Testing Services
for the State of Idaho. RFP Closed September 29, 2014 at 5 PM Mountain Time

Dear Mr. Horton:

Our letter dated November 26, 2014 is hereby rescinded.

Regarding the "Question from CDS" on the letter from Central Drug System, Inc.
("CDS") received by the state of Idaho (the "State") today, we advise the following:

With the exception of the required testing site in Missoula, MT, and any sites
added to the Contract per the requirements of subsection 3.2.2.2, any out of state
collections are not to be considered as being made under the Contract between
the State and CDS (if we award a new contract to CDS from RFP15000097).

CDS requested that the Department of Health and Welfare provide the chain of
custody form to the donor, rather than the chain of custody form being altered. Please
note the following:

We request that for requests from Participating Agencies to add collection sites in
states that are not adjacent to Idaho, that CDS contact the Division of Purchasing
before they are added to the Contract (if we award a new contract to CDS from
RFP15000097). The State may choose to not allow the addition of such sites. If
such a site is to be added, the chain of custody form can be addressed at that
time.

Please acknowledge this by completing and returning the following:

Todd Horton
November 28, 2014
Page 2

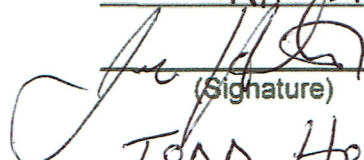
ACKNOWLEDGED:

X or _____
Yes No

COMPANY:

CENTRAL DRUG SYSTEM, INC.

BY:

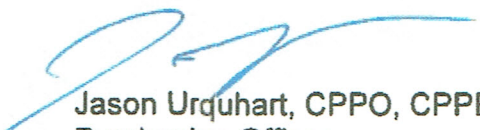

(Signature)
TODD HORTON
(Printed Name)

Date:

11/28/14

We appreciate CDS's interest in supplying the needs of the state of Idaho. For any questions you may have, please contact me at 208-332-1608 (or via email; jason.urquhart@adm.idaho.gov).

Sincerely,



Jason Urquhart, CPPO, CPPB
Purchasing Officer



C.L. "Butch" OTTER

Governor

MIKE GWARTNEY

Director

BILL BURNS

Administrator

State of Idaho

Department of Administration

Division of Purchasing

650 West State Street – Lower Level (83702)

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November 28, 2014

Todd Horton
Central Drug System, Inc.
16560 Harbor Blvd., Suite A
Fountain Valley, CA 92708

VIA FACSIMILE TRANSMISSION

FAX NUMBER: 714-418-2028

ORIGINAL MAILED

RE: RFP15000097 – Statewide Alcohol and Controlled Substance Testing Services for the State of Idaho. RFP Closed September 29, 2014 at 5 PM Mountain Time

Dear Mr. Horton:

Thank you for Central Drug System, Inc.'s ("CDS's") participation in the clarification period pertaining to this RFP. The third paragraph of subsection 6.13, Clarification Period Prior to Award, of the RFP stated in part that 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." The following is a list of the written correspondence that comprises the clarification period.

1. The state of Idaho's (the "State's") letter dated November 21, 2014, and the accompanying Clarification Period Issues List.
2. CDS's response to that letter and list, provided to the State on November 26, 2014.
3. The State's letter to CDS from earlier today.
4. CDS's response to that letter, dated November 28, 2014.
5. This letter, dated November 28, 2014.
6. CDS's response provided to this letter, once received by the State.

Please confirm your understanding and agreement as it relates to the requirements of subsection 6.13 of the RFP stated above by completing this letter. After completing this letter, please scan and email a copy of the letter to jason.urquhart@adm.idaho.gov. We request that you mail the original of the completed letter to:

Idaho Division of Purchasing
650 W. State St., Room B-15
Boise, ID 83702
Attn: Jason Urquhart

Todd Horton
November 28, 2014
Page 2

We will not award the Contract until we receive this letter back from CDS, confirming its understanding and agreement as set forth above.

We appreciate CDS's interest in supplying the needs of the state of Idaho. For any questions you may have, please contact me at 208-332-1608 (or via email; jason.urquhart@adm.idaho.gov).

Sincerely,



Jason Urquhart, CPPO, CPPB
Purchasing Officer

CONFIRMED: ☒ YES ☐ NO

COMPANY: CENTRAL DRUG SYSTEM, INC

BY: 

(Signature)

TODD HORTON

(Printed Name)

Date: 11/28/14