

**REQUEST FOR PROPOSAL
FOR A
DRUG & ALCOHOL TESTING PROGRAM
FOR THE
BI-STATE DRUG AND ALCOHOL TESTING CONSORTIUM**

1.0 GENERAL

- 1.1 The purpose of this Request for Proposal (RFP) is to solicit proposals from bidders to provide a drug and alcohol testing program for covered transportation safety-sensitive employees that complies with the U.S. Department of Transportation regulations implementing the Omnibus Transportation Employee Testing Act of 1991 49 CFR Part 40 (including subsequent revisions or additions) and the laws of the State of Iowa and State of Illinois (including subsequent revisions or additions). The drug and alcohol testing program will be utilized by members of the Bi-State Drug and Alcohol Testing Consortium, hereinafter referred to as “Consortium.”
- 1.2 If a proposal is found to be acceptable to the Consortium, according to the procedures deemed herein, the Consortium will direct the Bi-State Regional Commission to approve a contract starting no later than October 1, 2018, for the services specified in this RFP. Initial contract may be for up to three (3) years at the discretion of the Consortium.
- 1.3 It is entirely the bidder’s responsibility to examine this RFP, to submit a proposal that complies with the U.S. Department of Transportation regulations implementing the Omnibus Transportation Employee Testing Act of 1991 (including subsequent revisions or additions) and the laws of the State of Iowa and State of Illinois (including subsequent revisions or additions), and to submit a proposal in a timely, complete, and procedurally correct manner. A contract, if awarded, shall be awarded by written and verbal notice to the successful bidder.
- 1.4 The proposal of the successful bidder will be made part of the awarded contract as an attachment, with any changes or exceptions noted. It will be the responsibility of the successful bidder to update the proposal document as needed to keep current with U.S. Department of Transportation reporting requirements.

2.0 SCOPE OF WORK

- 2.1 This RFP is for the purpose of soliciting bids from bidders who can offer a comprehensive drug and alcohol testing program to Consortium member employees covered by the transportation regulations to include:

- 2.1.1 initial and pre-employment testing
 - 2.1.2 post-accident testing
 - 2.1.3 random testing
 - 2.1.4 reasonable suspicion testing
 - 2.1.5 return-to-duty testing
 - 2.1.6 follow-up testing
- 2.2 The geographical area for this RFP is approximately Muscatine and Scott Counties, Iowa and Henry, Mercer, and Rock Island Counties, Illinois. Two members have business addresses within this coverage area but are providing services to an extended geographical area that includes Cedar and Clinton Counties, Iowa and Mercer County, Illinois. Membership in the Consortium includes employees of municipalities, counties, townships, public school districts, public transit systems, and not-for-profit corporations that provide transportation. A list of Consortium members current as of May 2018 is included in Appendix B. Postal and electronic mailing addresses and street addresses as available will be provided to the successful bidder during the contract process.
- 2.3 Bidder will need to provide the services listed within this RFP to all members of the Consortium by no later than October 1, 2018.
- 2.4 Bidder shall conduct random draws using a U.S. Department of Transportation approved program, notify employees, and manage the employee database. Bidders will need to be able to report a summary of drawn and completed random tests to the Consortium Coordinator on a monthly basis, and whether follow-up notification may be necessary to meet the random sample size requirements by a Consortium member.
- 2.5 Bi-State Regional Commission shall be the actual entity entering into contract on behalf of the Consortium, as the Consortium has no direct contract authority. However, the Consortium shall be responsible for reviewing and selecting the successful bidder. In addition, the Consortium shall oversee the work being provided by the successful bidder and shall make any and all requests directly to the bidder regarding service.

3.0 DEFINITIONS

The following words and phrases, when used in this RFP, shall have the following meanings:

- 3.1 “Consortium” shall mean the Bi-State Drug and Alcohol Testing Consortium.

- 3.2 “Bi-State” shall mean the Bi-State Regional Commission. The staff of Bi-State act as the Consortium Coordinator to facilitate the contract under the direction of the Consortium and to inform members of the program.
- 3.3 “Program” shall mean the Bi-State Drug and Alcohol Testing Program.
- 3.4 “Member(s)” shall mean employers electing to participate in the program for the purpose of securing drug and alcohol testing services in compliance with the federal and state transportation regulations. Members shall include, but not be limited to: municipalities, counties, townships, public transit systems, public school districts, and not-for-profit transit operators and other agencies that are approved by the Consortium.
- 3.5 “Employee” shall mean a person employed by a member who is subject to the requirements and regulations.
- 3.6 “Bidder” shall mean an individual, firm, or company engaged in the business of providing drug and alcohol testing services to comply with the regulations and submitting a response to the RFP.
- 3.7 “Regulations” shall mean the U.S. Department of Transportation (USDOT) regulations implementing the Omnibus Transportation Employee Testing Act of 1991, including subsequent revisions and additions, and the laws of the State of Iowa and State of Illinois, including subsequent revisions or additions.
- 3.8 “RFP” shall mean the Request for Proposal.
- 3.9 “EBT(s)” shall mean evidential breath testing device approved by the National Highway Transportation Safety Administration.
- 3.10 “SAMHSA” shall mean the Substance Abuse and Mental Health Services Administration, a subdivision of the Department of Health and Human Services, which is responsible for certification of laboratories for workplace drug testing.
- 3.11 “Proposal” shall mean the bid submitted by a bidder in response to the RFP.
- 3.12 “BAT” shall mean the breath alcohol technician certified to use an EBT.
- 3.13 “Collection Site” shall mean the place where specimens are collected to be analyzed for substance abuse and/or where breath is collected and analyzed for alcohol misuse.
- 3.14 “DHHS” shall mean the U.S. Department of Health and Human Services.
- 3.15 “MRO” shall mean the medical review officer who is a licensed physician with knowledge of substance abuse disorders and who has appropriate medical training to interpret and evaluate drug results.

- 3.16 “NHTSA CPL” shall mean the National Highway Traffic Safety Administration Conforming Products List.
- 3.17 “Urbanized Quad Cities” refers to the contiguous Cities of Bettendorf and Davenport in Iowa and East Moline, Moline, and Rock Island in Illinois.

4.0 SPECIFICATIONS FOR DRUG TESTING

- 4.1 Collection Sites for Drug Testing shall meet the following criteria:
- a) The method for collecting and analyzing urine specimens shall meet the requirements specified in the regulations. Off-site collection sites must be mutually agreed upon by the member, the Consortium, and the bidder before the contract is finalized. On-site collection is acceptable if the successful bidder negotiates use of the member’s facilities, provides adequate privacy, or uses a mobile collection vehicle and the member has agreed to specific arrangements for parking and other logistics. If any of the agreed upon collection locations are not owned and operated by the bidder, documented authority to provide services at these locations must also be submitted before the contract is finalized. Please describe in detail the criteria used by the bidder to designate collection sites and how the bidder plans to meet the geographical needs of the Consortium. Include any unit cost difference that may be present based on facilities that may be identified as “in-network” (e.g. owned, operated, or contracted by the bidder) and facilities that may be identified as “out of network” (not owned, operated, or contracted by the bidder to provide collections).
 - b) Because of the loss of productivity for employees required to report for testing, preference is for drug testing collection sites to be within five (5) driving miles from the business address of a member agency located in the urbanized Quad Cities, and no more than twenty (20) driving miles from the primary business address of a member located in the rural areas of the Consortium. Bidders are encouraged to provide testing alternatives to accommodate two members who may require post-accident testing in a closer proximity should an incident occur within Clinton, Cedar, or Mercer Counties.
 - c) Collection sites shall provide service Monday through Friday, five (5) days per week, for a minimum of eight (8) consecutive hours per day with hours between 6:30 a.m. through 6:30 p.m. The bidder shall provide an emergency telephone number where after-hour and weekend collection(s) can be arranged. The location for after-hour collections must be within one hour’s travel time for the members. After-hour specimen collection is required for post-accident and reasonable suspicion testing.
 - d) Collection sites shall be regularly engaged in the business of providing the required specimen collection. The off-site collection site shall have a temperature-controlled environment and provide an adequate waiting room for

member employees. Member employees shall wait no more than 30 minutes for scheduled testing to begin, unless an emergency condition exists. Adequate and accessible parking near the collection site is required.

- e) A list of each proposed collection site including the office hours and the telephone number(s) to call during regular office hours and numbers to call during non-scheduled, non-office hours shall be provided with the proposal. The telephone number utilized during non-scheduled, non-office hours shall meet the criteria specified in Paragraph (c).
- f) Overnight transportation for all specimens to the laboratory is required. The procedures for overnight transportation shall be specified in the proposal.
- g) Because the Bi-State Drug and Alcohol Testing Consortium has an aggregate of fewer than 2,000 DOT-covered employees in its testing pool, it is not required to provide blind specimens (ref. 40 CFR Part 40.103). However, should the consortium pool reach a size where blind testing is required, the Consortium Coordinator shall be notified.
- h) The method of reporting the number of completed random tests to the Consortium Coordinator shall be specified in the proposal.
- i) The Consortium and its member representatives shall have the right to conduct on-site inspections of the collection facilities at its discretion with no advance notice during regular working hours.
- j) Chain of custody procedures shall be specified in the proposal and in accordance with USDOT regulations.

4.2 Laboratory Services Shall Meet the Following Conditions:

- a) The laboratory shall be currently certified by the Substance Abuse and Mental Health Services Administration (SAMHSA). The date of certification and proof of certifications shall be submitted with the proposal and shall be included in the Contract.
- b) The laboratory shall make SAMHSA inspection reports available upon demand.
- c) The laboratory shall describe the procedures for reporting negative test results to the MRO for verification and notification of the member, generally within twenty-four (24) hours of receipt of the specimen by the laboratory. The laboratory shall describe the procedures for reporting confirmed positive test results to the MRO in a timely manner.
- d) The laboratory shall have at least one qualified forensic toxicologist available to provide litigation assistance including, but not limited to, expert witness, testimony, and dispositions.

- e) The laboratory shall maintain and make available to the Consortium, upon request, all current records on laboratory personnel performing and overseeing the testing. Such records shall include, but not be limited to, resumes, certifications and licenses, references, job descriptions, health records, performance evaluations, and incident reports. Bi-State must be notified by the awarded contractor of any staff changes that occur with positions involved with the Bi-State Drug and Alcohol Testing Consortium and must be provided with new staff members' updated credentials.
- f) The laboratory shall provide the Consortium, upon request, a list of all authorized personnel including, but not limited to, individuals requiring 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.
- g) Proof of credentials of laboratory directors and technicians in each laboratory shall be submitted with the proposal.
- h) The laboratory shall have a quality control program in accordance with the regulations. A description of the laboratory's quality control program shall be submitted with the proposal.
- i) A description of the record keeping system used by the laboratory, including fail-safe back-up procedures to prevent loss of documentation due to any circumstances, shall be submitted with the proposal.
- j) The location, days of week, and hours of operation of the laboratory shall be submitted with the proposal.
- k) Information related to any suspension of the laboratory shall be submitted with the proposal.
- l) The Consortium representatives or any member shall have the right to conduct on-site inspections of the laboratory facility during regular business hours at its discretion with no advance notice.

4.3 The Medical Review Officer(s) shall meet the following conditions:

- a) The MRO shall be a licensed physician (Doctor of Medicine or Osteopathy) who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information. The MRO's certification shall be from the American Association of Medical Review Officers, the American Society of Addiction Medicine, or the American College of Occupational and Environmental Medicine. Proof of MRO qualifications shall be submitted with the proposal including, but not limited to, medical degree held, licenses, and certifications.

- b) The name and number of years of experience in the field of substance abuse and toxicology drug testing for each MRO used by the bidder shall be included with the proposal.
- c) Information documenting the percentage of time the MRO maintains a medical practice apart from his/her responsibilities as a MRO shall be submitted with the proposal.
- d) Describe the procedures used to report negative test results to the member, generally within twenty-four (24) hours of receipt of the specimen by the laboratory. Describe the procedures used to report confirmed positive test results to the member in a timely manner.
- e) The location, hours of operation, and emergency telephone number of the MRO shall be submitted with the proposal.

5.0 SPECIFICATION FOR ALCOHOL TESTING

5.1 Collection Locations for Alcohol Testing shall meet the following criteria:

- a) The method for collecting and analyzing breath alcohol shall meet the requirements specified in the regulations and be described in the proposal. On-site collection is acceptable if the successful bidder negotiates use of the member's facilities, provides adequate privacy, or uses a mobile collection vehicle and the member has agreed to specific arrangements for parking and other logistics. Off-site collection sites must be mutually agreed upon by the member, the Consortium, and the bidder before the contract is finalized. If any of the agreed upon off-site collection locations are not owned and operated by the bidder, documented authority to provide services at these locations must also be submitted before the contract is finalized. Please describe in detail the criteria used by the bidder to designate collection sites and how the bidder plans to meet the geographical needs of the Consortium.
- b) Because of the loss of productivity for employees required to report for testing, preference for alcohol testing collection sites is to be within five (5) driving miles from the business address of a member agency located in the urbanized Quad Cities and no more than twenty (20) driving miles from the primary business address of a member located in the rural areas of a Consortium. Bidders are encouraged to provide testing alternatives to accommodate two members who may require post-accident testing in a closer proximity should an incident occur within Clinton, Cedar, or Mercer Counties.
- c) Collection sites shall provide service Monday through Friday, five (5) days per week, for a minimum of eight (8) consecutive hours per day, with hours between 6:30 a.m. and 6:30 p.m. Emergency telephone numbers for securing alcohol testing after regular office hours and on weekends shall be provided in

the proposal. After-hours testing will be required for post-accident and reasonable suspicion testing.

- d) Off-site collection sites shall be regularly engaged in the business of providing the required breath alcohol testing. The off-site collection site shall have a temperature-controlled environment and provide an adequate waiting room for member employees. Member employees shall wait no more than 15 minutes for testing to begin. Adequate parking near the collection site shall be required.
- e) A list of each proposed collection site including office hours and telephone number(s) to call during regular office hours and numbers to call during nonscheduled, non-office hours shall be provided with the proposal. Locations should be identified as either “in network” or “out of network.” The telephone number utilized during non-scheduled, non-office hours shall meet the criteria specified in Paragraph C.
- f) Collection sites shall have trained Breath Alcohol Technicians (BATs) meeting all the regulations. Equipment for screening and confirmatory testing shall meet the regulations and be included on the HSTSA CPL, and certification shall be provided.
- g) BATs shall immediately report positive results of breath alcohol tests to the designated member contact person by telephone or by electronic means in a confidential manner. The initial transmission shall be followed by written results in a manner consistent with the regulations. Describe the procedures used to report the results of alcohol testing.
- h) Implementing a quality assurance plan and ensuring that inspection, calibration, and maintenance of the equipment are performed by the manufacturer in compliance with the regulations shall be the responsibility of the successful bidder.
- i) The Consortium and its representatives shall have the right to conduct on-site inspections of the testing facilities at its discretion with no advance notice during regular working hours.

6.0 REPORTING AND RECORD KEEPING

- 6.1 A description of the record keeping process and how it complies with the regulations shall be submitted with the proposal including, but not limited to:
 - a) A description of how all reports and records necessary to comply with the regulations will be provided to the respective Consortium member
 - b) A description of what measures will be taken to ensure that all electronic correspondences provided to the member and the Consortium Coordinator maintain employee privacy (examples include password-protected emails,

password-protected websites, etc.) to meet Health Insurance Portability and Accountability (HIPPA) data privacy and security provisions

- c) A description of the hard disk and paper backup system maintained to provide security report and records
- d) A description of the duplicate off-site record keeping system maintained to provide security of reports and records

6.2 Records and data identifying members and their employees in connection with the Program shall at all times be considered the property of the Consortium. These records shall be provided to the Consortium within thirty (30) days of request or within thirty (30) days of termination of the contract.

7.0 METHOD OF PAYMENT

7.1 The bidder shall specify the entire cost per test for both drug and alcohol testing, as specified in the Bid Cost Sheet in Appendix A. The bidder shall itemize all items that are and are not included in the price. If an administrative fee is requested, an itemized list of what the administrative fee covers should be included (i.e. salary, direct, and/or indirect costs, etc.), as well as how it will be applied to Consortium participants.

7.2 The bidder shall be responsible for invoicing the members of the Consortium who had tests during the period directly and shall receive payment from them accordingly. Specify if members who are out-of-network will receive an invoice from their chosen testing facility, and a separate invoice from the bidder for the sample analysis.

7.3 A sample invoice must be submitted with the proposal.

8.0 INSURANCE SPECIFICATIONS

8.1 The following insurance coverage shall be maintained in full force and effect at all times by the successful bidder:

- a) Public liability insurance to cover bodily injury including wrongful death, personal injury, property damage, and theft by bidder's employees of any property owned by the members shall be provided with a combined single limit amount of not less than one million dollars (\$1,000,000.00) per occurrence and not less than two million dollars (\$2,000,000.00) aggregate for any one policy year.
- b) Business automobile insurance shall provide coverage for owned, non-owned, hired, leased, and rented vehicles and automobile contractual liability coverage (including rental and lease agreements).

- c) Workers compensation insurance in accordance with the requirements of Iowa and Illinois law, including statutory benefits coverage and employer's liability coverage, shall provide coverage in the amount of one million dollars (\$1,000,000.00) bodily injury for each accident, one million dollars (\$1,000,000.00) bodily injury by disease for each employee, and one million dollars (\$1,000,000.00) bodily injury by disease policy limit.
- 8.2 In addition to the coverage cited above, umbrella liability insurance to cover bodily injury including wrongful death, personal injury, and property damage shall be provided with a combined single limit of not less than five million dollars (\$5,000,000.00) for any one occurrence and five million dollars (\$5,000,000.00) annual aggregate.
- 8.3 Certification of insurance coverage shall be submitted with the proposal.

9.0 OTHER SPECIFICATIONS

- 9.1 All permits and licenses required by applicable laws and governmental authorities for the performance by the bidder of all covenants herein contained on the part of the bidder shall be obtained and maintained in a timely manner at the bidder's expense.
- 9.2 Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the services specified in this RFP apply. Lack of knowledge by the bidder is in no way cause for relief from responsibility.
- 9.3 The Consortium and Bi-State shall have no liability or obligation for any loss or damage to any property owned by or leased or rented to the successful bidder, or for theft of any property.
- 9.4 The successful bidder shall agree to defend, indemnify, and hold harmless the Consortium, Bi-State, its officers, directors, employees, agents, and members from any claims, loss, damages, and attorney's fees incurred as a result of any claim against the successful bidder arising out of or premised upon any service provided pursuant to the contract. This obligation to indemnify shall survive the term of the contract indefinitely.
- 9.5 All information and mailing lists or membership records provided to the successful bidder by the Consortium are the exclusive property of the Consortium. The successful bidder agrees to use such information pursuant to the contract and shall maintain the confidentiality of this proprietary information.
- 9.6 In addition, the proposal must also contain the following information about the bidder:
 - a) Business description of the bidder
 - b) Federal tax identification number of the bidder

- c) Legal status of the bidder
- d) Length of time the bidder has been in business
- e) Number of individuals employed by the bidder
- f) Home office address and telephone number of the bidder
- g) Office address and telephone number of the bidder (if different from the home office)
- h) A proposed contract
- i) Name, business address, and telephone number of the individual employed by the bidder who will be responsible for day-to-day operations
- j) Name, business address, and telephone number of the individual responsible for the proposal
- k) Any outstanding litigation that may threaten the viability of the bidder, as well as the frequency and types of litigation for the past five (5) years involving the bidder
- l) Current financial statements, audits for the past three (3) years, and/or other relevant financial documentation of the bidder
- m) Proof of all required licensing or certification necessary for the bidder to provide the services of this RFP
- n) The following information for at least five (5) organizations with which the bidder currently does business and have approximately the volume of business estimated in this RFP:
 - 1. Name
 - 2. Complete Business Address
 - 3. Telephone Number
 - 4. Name of contact person at each organization who can discuss the work performed for the organization
 - 5. How long these services have been provided to the organization
 - 6. Number of employees served
- o) The experience and credentials in detail of the individual(s) employed by the bidder who will be responsible for the day-to-day operations and oversight of the proposal

- p) A list of all subcontractors the bidder proposes to use and the amount of work to be performed directly by the bidder and each subcontractor shall be submitted with the proposal. A certification that the bidder and any proposed subcontractors are authorized to conduct business in Iowa and/or Illinois shall be submitted with the proposal. In lieu of such statement, the bidder may alternatively certify that it and all proposed subcontractors will secure authorization to do business in Iowa and/or Illinois prior to the award of the contract.
- q) A description of the availability of client services/customer service/sales representatives shall be submitted with the proposal. This encompasses accessibility of these representatives to members, the case of contracting a representative who can provide timely information, the bidder's philosophy of customer service, and response time.
- r) The length of time (in working days) required for the bidder to assure complete compliance with the regulations once an agreement is reached and a contract signed
- s) Why the bidder is the best qualified for the services described in this RFP
- t) Any additional information the bidder believes should be a part of the proposal

10.0 TIME SCHEDULE

The Consortium will meet between July 2, 2018 and July 11, 2018 to recommend the successful bidder for contract to the Bi-State Regional Commission. The Commission shall consider the Consortiums' recommendation to enter into contract with the bidder at the Commission's next regular meeting. The Bi-State Regional Commission following the approval of the bidder and execution of the contract will require services to begin no later than October 1, 2018.

11.0 RFP MAILING ADDRESS

The mailing address for the submission of a proposal, the withdrawal of a proposal, or the submission of protest is:

Bi-State Regional Commission
 1504 Third Avenue, Room 302
 Rock Island, Illinois 61201
 FAX: (309) 793-6305

12.0 QUESTIONS REGARDING THIS REQUEST FOR PROPOSAL

- 12.1 Interested firms should contact Lindsay Whitson AND Gena McCullough at Bi-State Regional Commission by email at lwhitson@bistateonline.org AND gmccullough@bistateonline.org with written questions.

- 12.2 A bidder's questions must be submitted in writing and received by Bi-State no later than 4:00 p.m. on Friday, June 22, 2018. Responses will be posted to the Bi-State Regional Commission website on the agency's Drug and Alcohol Consortium page, and on Bi-State's homepage, within 2 business days of receipt of the question(s). Refer to: <http://bistateonline.org/index.php/2012-11-14-00-34-51/drug-alcohol-testing-consortium> and www.bistateonline.org.

13.0 RESTRICTIONS ON COMMUNICATIONS WITH BI-STATE

- 13.1 Bidders shall not communicate with Bi-State staff or representatives from the Consortium concerning this RFP except for the contact persons identified in Section 12.1 and in the manner specified in Section 12.2 of this RFP. The Consortium reserves the right to reject any and all proposals for violation of this provision.

14.0 OTHER RFP CONDITIONS

- 14.1 A bidder shall not collude, consult, communicate, or agree with any other bidder to this RFP as to any matter relating to the bidder's proposal.
- 14.2 The costs related to the development and submission of this proposal are the full responsibility of the bidders and are not chargeable and shall not be charged to the Consortium, its representatives, or the members.
- 14.3 By submission of this proposal, the bidder certifies that no elected or appointed official or employee of the State of Iowa, State of Illinois, the Consortium, or any governmental subdivision of either state has or will benefit financially or materially from this procurement. Any contract arising from the RFP may be terminated by the Consortium if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the bidder, its agents, or employees.

15.0 SUBMISSION OF PROPOSALS

- 15.1 Five (5) printed copies and one (1) electronic Adobe Acrobat pdf copy on CD of the proposal shall be submitted under sealed cover and must be received by the office at the address provided in Section 11.0 no later than 4:00 p.m. on Friday, June 29, 2018. Any proposal received after this date and time may be rejected and returned unopened to the bidder. The outside cover of the package containing the copies of the proposal shall be marked:

CONSORTIUM TESTING PROPOSAL
(Name of Bidder)

- 15.2 Each proposal submitted in response to this RFP shall remain binding on the bidder for a period of one hundred eighty (180) days after the proposal due date.

15.3 Amendments to a proposal will not be accepted after the time and date specified for the receipt of proposals in Section 15.1.

15.4 A bidder may withdraw a proposal by written notice to Bi-State on or before the exact time and date specified for the receipt of proposals in Section 15.1. Notice must be submitted to the office at the address provided in Section 11.0.

16.0 ACCEPTANCE OF PROPOSALS

Each proposal will be dated, time marked, and logged by the office once received. Upon receipt, all proposals become the property of the Consortium. The Consortium reserves the right, in its sole discretion, to wave irregularities in proposals.

17.0 REJECTION OF PROPOSALS

Proposals that do not conform to the requirements of this RFP may be rejected by the Consortium. Proposals may be rejected for reasons that include, but are not limited to:

- a) The proposal contains unauthorized amendments, either additions or deletions, to the requirements of the RFP
- b) The proposal is conditional
- c) The proposal is incomplete or contains irregularities that make the proposal indefinite or ambiguous
- d) The proposal is received late
- e) The proposal is not signed by an authorized representative of the bidder
- f) The bidder is not authorized to conduct business in Illinois and Iowa or has not included a statement that such authorization will be secured prior to the award of a contract
- g) The bidder failed to submit a timely letter of intent to submit a proposal
- h) The proposal contains false or misleading statements or provides references that do not support an attribute, capability, assertion, or condition claimed by the bidder

18.0 CORRECTION OF PROPOSAL ERRORS

If the Consortium determines that a proposal contains a minor typographical error, the Consortium will notify the bidder of the error and will provide the bidder with an opportunity to correct the error. Information that is required to be included in a bidder's proposal and is inadvertently omitted will not be accepted under this section. In the event of conflict between the language of a proposal and the language of the RFP, the language of the RFP shall prevail.

19.0 PROPOSAL EVALUATION

The Consortium will determine which proposals meet the requirements and criteria set forth in this RFP. The Consortium will select the successful bidder on the basis of which proposal is determined to be the most advantageous to its members, taking into consideration the price, test collection center locations, and other criteria that may be established by the Consortium. The Consortium reserves the right to reject any and all proposals or any part thereof.

20.0 CONTRACT TERMS

The Consortium, after determining the successful bidder, shall forward to Bi-State Regional Commission a contract to the successful bidder for execution. The contract shall be written in accordance with all requirements of Iowa and Illinois law. This contract shall be in full force and effect for an initial term of up to three (3) years or thirty-six (36) consecutive months from date of the contract. The contract is at the discretion of the Consortium subject always to the right of the Consortium to request Bi-State to terminate the contract, either for cause or without cause, upon sixty (60) days written notice. The successful bidder must be prepared to work with the Consortium and Bi-State to ensure that the program is operationally in place prior to October 1, 2018.

21.0 OPTION TO RENEW TERM OF CONTRACT

The Consortium shall have the right and option to renew the contract. The initial contract can be for up to three (3) years or thirty-six (36) consecutive months at the discretion of the Consortium. This can be extended for up to two additional one (1)-year periods following the expiration of the original term of the contract, upon the Consortium giving to the successful bidder notice of the Consortium's intent to renew not later than sixty (60) days prior to the expiration date of the contract. All covenants and provisions of the contract shall remain in full force and effect while the new contract is being negotiated. Once a member chooses to participate in the program, the member must remain in the program until the end of the calendar year. The member can choose to participate in the program at any time.

22.0 PROPOSAL PREPARATION

- 22.1 The proposal submitted by a bidder must be organized according to the specifications set forth by this RFP. The absence of information or the organization of information in a manner inconsistent with the requirements of this RFP may result in the rejection of the proposal. The proposal shall be appropriately bound, include a table of contents, typed single-spaced and have separate parts, and clear labels corresponding to section numbers of the RFP. All information provided in the proposal shall be presented in the order requested in this RFP and shall reference the paragraph numbers presented in this RFP.
- 22.2 The proposal shall be accompanied by a transmittal letter in the form of a standard business letter, signed by an individual authorized to legally bind the bidder. The

transmittal letter shall include the following forms and statements and be submitted in the order presented in this RFP.

- a) A statement, certifying that the bidder has read, understands, and agrees to all provisions of this RFP.
- b) A statement, accompanied by completed acknowledgment forms, identifying all amendments to this RFP issued by the Consortium and received by the bidder. In the alternative, a statement that no amendments to this RFP were received.
- c) A statement certifying that no attempt has been made or will be made by the bidder to induce any other person or firm either to submit or not to submit a proposal in response to this RFP.
- d) A statement certifying that no attempt has been made or will be made to consult, communicate, or agree with any other bidder to this RFP as to any matter relating to the bidder's proposal.
- e) A statement certifying that services required by the regulations and proposed by the bidder will meet all provisions of this RFP.
- f) A statement certifying that the costs proposed by the bidder have been arrived at independently, without consultation, communication, or agreement as to any matter relating to the costs with any other bidder responding to this RFP and further, a statement certifying that costs proposed have not been and will not be knowingly disclosed by the bidder to any other bidder responding to this RFP prior to the date and time for receipt of the proposals specified in Section 15.1.
- g) A statement certifying that the individual signing the proposal is authorized to represent the bidder and bind the bidder relative to all matters contained in the proposal.
- h) A statement certifying that the bidder has not and will not communicate with any Bi-State staff or Consortium representative concerning this RFP, except with the designated contact person identified and in the order specified in this RFP.
- i) A statement certifying that the bidder is in compliance with Title 42, United States Code Section 2000d (Section 601, Title VI, Civil Rights Act of 1964, as amended) or a statement certifying that the bidder has been declared exempt or deferred from complying with these provisions.
- j) A statement certifying that the bidder is in compliance with Title 29, United States Code Section 794 (Section 504, Rehabilitation Act of 1973, as amended) or a statement certifying that the bidder has been declared exempt or deferred from complying with these provisions.

- k) A statement certifying that the bidder is in compliance with Title 20, United States Code Section 1681 (Section 901, Title IX, Public Law 92-318, prohibiting discrimination on the basis of sex) or a statement certifying that the bidder has been declared exempt or deferred from complying with these provisions.

23.0 THE PROPOSAL

- 23.1 The proposal shall provide a description of the proposed tests and related materials the bidder intends to offer to members to meet the requirements of the RFP. The description must be complete, clear, and concise. The bidder shall provide examples of the information requested that will demonstrate the quality of the work done by the bidder on similar projects as addenda to the proposal.
- 23.2 The proposal shall state the cost of the requirements of this RFP, as well as any cost options. The proposal must be displayed on the summary form shown in Appendix A. The RFP is being bid on an inclusive unit cost per test basis. It is the Consortium's policy to test at a rate of 5% more than the federal requirement for sample size; therefore, the random sample size for the Consortium for 2017 is 30% for Federal Motor Carrier Safety Administration (FMCSA) drug tests and 30% for Federal Transit Administration (FTA) drug tests. The random sample size for both FMCSA and FTA's breath alcohol tests (including the additional 5%) in 2017 is 15% for both pools. Test sample sizes are subject to change by federal requirement and may be adjusted by the Consortium accordingly. At this time, the Consortium averages 735 employees in the FMCSA pool, and 170 employees in the FTA pool.

24.0 FEDERAL MANDATE CHANGES

In the event of the Federal Highway Administration and Federal Transit Administration rescinds, suspends, or postpones the implementation of their drug and alcohol testing regulations, this RFP shall become null and void.

Attachments: Appendix A – Drug and Alcohol Testing Bid Cost Sheet, Appendix B – May 2018 Consortium Membership List, Appendix C – FTA Contract Clauses and Conditions

**APPENDIX A
DRUG AND ALCOHOL TESTING
BID COST SHEET**

DESCRIPTION	UNIT COST PER TEST
YEAR ONE	
Drug Testing as Specified in RFP	
Alcohol Testing as Specified in RFP	
Combined Drug and Alcohol Test Cost	
YEAR TWO	
Drug Testing as Specified in RFP	
Alcohol Testing as Specified in RFP	
Combined Drug and Alcohol Test Cost	
YEAR THREE	
Drug Testing as Specified in RFP	
Alcohol Testing as Specified in RFP	
Combined Drug and Alcohol Test Cost	

* Note whether there is a cost difference for in-network and out-of-network provider tests or whether the cost includes all tests regardless of Member location. As a separate item, include any administrative cost as an itemized budget and proposed distribution among the Consortium participants.

APPENDIX B
BI-STATE CONSORTIUM MEMBER EMPLOYERS AS OF MAY
2018

Abilities Plus, Inc. 319 North Main Street Kewanee, IL 61443	Alba Township 19433 Engles Road Annawan, IL 61234	Alwood CUSD #225 301 East 5th Avenue Woodhull, IL 61490
Andover Township P.O. Box 2 Andover, IL 61233	Annawan Township 29750 State Route 6 Mineral, IL 61344	Bettendorf Community School District 800 23rd Street, P.O. Box 1150 Bettendorf, IA 52722
Bowling Township 15426 28th Street West Milan, IL 61264	Buffalo Prairie Township 20923 183rd Avenue West Joy, IL 61260	Cambridge CUSD #227 300 South West Street Cambridge, IL 61238
Cambridge Township 114 West North Street Cambridge, IL 61238	City of Bettendorf 1609 State Street Bettendorf, IA 52722	City of Blue Grass 114 North Mississippi Street Blue Grass, IA 52726
City of Davenport 226 West 4th Street Davenport, IA 52801	City of Durant 402 6th Street P.O. Box 818 Durant, IA 52747	City of East Moline 915 16th Avenue East Moline, IL 61244
City of Eldridge 305 North 3rd Street P.O. Box 375 Eldridge, IA 52748	City of Kewanee 401 East 3rd Street Kewanee, IL 61443	City of Muscatine 215 Sycamore Street Muscatine, IA 52761
City of Silvis 121 11th Street Silvis, IL 61282	City of Wilton 104 East 4th Street P.O. Box 27 Wilton, IA 52778	Clover Township 444 East 2nd Avenue Woodhull, IL 61490
Coe Township 9327 239th Street North Port Byron, IL 61275	Drury Township 26003 124th Avenue West Illinois City, IL 61259	East Moline School District 2025 Morton Drive East Moline, IL 61244
Edgington Township 18024 91st St West Reynolds, IL 61279	Eliza Township 1557 65th Street New Boston, IL 61272	Galva CUSD # 224 224 Morgan Road Galva, IL 61434
Galva Township 540 SE 5th Avenue Galva, IL 61434	Greene Township 2789 95th Avenue Viola, IL 61486	Hampton Township 209 19th Street East Moline, IL 61244

Hanna Township 9489 Wolf Road Geneseo, IL 61254	Henry County Highway Dept 100 North East Road Cambridge, IL 61238	Kewanee High School 1101 East 3rd Street Kewanee, IL 61443
Lynn Township 2030 North 900th Avenue Lynn Center, IL 61262	Mercer County Highway Dept P.O. Box 167 Aledo, IL 61231	Mercer Township 702 West Main Street Aledo, IL 61231
Munson Road District 16592 North 150th Avenue Geneseo, IL 61254	Muscatine County 414 East 3rd Street, Suite 101 Muscatine, IA 51761	North Scott CUSD 251 East Iowa Street Eldridge, IA 52748
Orion CUSD # 223 901 15th Avenue Orion, IL 61273	Oscosco Township 129 North Railroad Street Oscosco, IL 61274	Oxford Township 351 East 490th Street Aledo, IL 61231
Perry Township 2052 120th Avenue Aledo, IL 61231	Preemption Township P.O. Box 594 Matherville, IL 61263	Project NOW P.O. Box 3970 Rock Island, IL 61201
Project NOW Senior Center P.O. Box 3970 Rock Island, IL 61201	River Bend Transit 7440 Vine Street Court Davenport, IA 52806	Riverdale CUSD #100 9624 256th Street North Port Byron, IL 61275
Rivoli Township 3287 120th Avenue New Windsor, IL 61465	Rock Island County Highway Department 851 West 10th Street P.O. Box 797 Milan, IL 61264	Rock Island County Forest Preserve 1504 3rd Avenue Rock Island, IL 61201
Rural Township 11800 104th Street Coal Valley, IL 61240	Scott County 600 West 4th Street Davenport, IA 52801	Silvis CUSD #34 1305 5th Avenue Silvis, IL 61282
Suez Township 261 230th Street Alexis, IL 61412	United Township High School 1275 42nd Avenue East Moline, IL 61244	Village of Atkinson 107 West Main Street P.O. Box 614 Atkinson, IL 61235
Village of Hampton 520 1st Avenue P.O. Box 77 Hampton, IL 61256	Village of Milan 321 West 2nd Avenue Milan, IL 61264	Village of Orion 1202 4th Street P.O. Box 69 Orion, IL 61273
Weller Township P.O. Box 73 Bishop Hill, IL 61419	Wethersfield CUSD #230 439 Willard Street Kewanee, IL 61443	Wilton Community School 1002 Cypress Street Wilton, IA 52778
Wilton Municipal Light & Power P.O. Box 781 Wilton, IA 52778	Waste Commission of Scott County 11555 110th Ave. Davenport, IA 52804	

APPENDIX C
Bi-State Drug and Alcohol Consortium

IFB/RFP ATTACHMENT _____

FEDERAL SOLICITATION PROVISIONS / REQUIRED CONTRACT CLAUSES

1.1 Contract Subject to Federal Financial Assistance/Application of Provisions and Clauses

Award of contracts affiliated with any program or service funded in part by grants from the Federal Transit Administration (FTA) of the United States Department of Transportation are subject to the requirements of the U.S. Department of Transportation and require compliance with purchasing procedures and standards as set forth in various federal statutes and regulations including OMB Circular A-102, 49 CFR Part 18, and FTA Circular 4220.1F. The Contractor is required to comply with all terms and conditions prescribed for third-party contracts by the U.S. Department of Transportation, Federal Transit Administration (FTA).

The following solicitation provisions and required contract clauses, except those identified below as “Not Applicable” to this solicitation and any resulting contract, will be incorporated by reference in any contract resulting from this Solicitation. These solicitation provisions and required contract clauses are in addition to any other General Specifications, Special and Technical Specifications, Bidding or Proposal Procedures, and Bid or Proposal Forms set forth in other sections of this Solicitation that may also be incorporated by reference in any resulting contract. Some provisions and clauses may require the Bidder or Proposer to execute and submit certain required certifications with the bid or proposal, which are included herein. Failure to execute and submit required certifications with the bid or proposal documents may render a bid or proposal non-responsive.

ELIGIBILITY, PROHIBITED INTERESTS, LOBBYING, ETHICS

1.2 Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Lower Tier Covered Transactions. (Third Party Contracts Over \$25,000)

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Solicitor. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Solicitor, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1.3 Lobbying

NOT APPLICABLE

1.4 Program Fraud and False or Fraudulent Statements and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further

agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

GENERAL CONTRACT PROVISIONS REQUIRED BY FEDERAL AGENCY

1.5 No Government Obligation to Third Parties

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

1.6 Incorporation Of Federal Transit Administration (FTA) Terms

All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any State requests that would cause the State to be in violation of the FTA terms and conditions.

1.7 Notice of Federal Changes

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

1.8 Access to Records and Reports

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their

authorized representatives access to any books, documents, papers, and records of the Contractor that are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, that are receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, the Contractor agrees to provide the Purchaser, the FTA Administrator, or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, that are receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital, or other non-profit organization and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, the Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives with access to any books, documents, papers, and records of the Contractor that are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
4. Where any Purchaser that is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation, and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts, and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract,

in which case the Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

1.9 Breaches and Dispute Resolution

NOT APPLICABLE

1.10 Termination

Termination for Convenience (General Provision) The Bi-State Drug and Alcohol Testing Consortium may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Bi-State Drug and Alcohol Testing Consortium to be paid the Contractor. If the Contractor has any property in its possession belonging to the Bi-State Drug and Alcohol Testing Consortium, the Contractor will account for the same, and dispose of it in the manner the Bi-State Drug and Alcohol Testing Consortium directs.

Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Bi-State Drug and Alcohol Testing Consortium may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Bi-State Drug and Alcohol Testing Consortium that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events that are not the fault of or are beyond the control of the Contractor, the Bi-State Drug and Alcohol Testing Consortium, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision) The Bi-State Drug and Alcohol Testing Consortium in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the Contractor fails to remedy to the Bi-State Drug and Alcohol Testing

Consortium's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by the Contractor or written notice from the Bi-State Drug and Alcohol Testing Consortium setting forth the nature of said breach or default, the Bi-State Drug and Alcohol Testing Consortium shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the Bi-State Drug and Alcohol Testing Consortium from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach. In the event that the Bi-State Drug and Alcohol Testing Consortium elects to waive its remedies for any breach by the Contractor of any covenant, term, or condition of this Contract, such waiver by the Bi-State Drug and Alcohol Testing Consortium shall not limit the Bi-State Drug and Alcohol Testing Consortium's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

EEO, CIVIL RIGHTS, DISADVANTAGED BUSINESS ENTERPRISE

1.11 Title VI, Civil Rights Act of 1964, Compliance

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- (a) Compliance with Regulations: The Contractor shall comply with the regulations relative to non-discrimination in federal programs of the Department of Transportation (hereinafter referred to as "Regulations") that are incorporated by reference and made a part of this contract.
- (b) Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (c) Equal Employment Opportunity: The following equal employment opportunity requirements apply to the underlying contract:

Race, Color, Creed, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S.

Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

1. Age: In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
2. Disabilities: In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (d) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

1.12 Disadvantaged Business Enterprise, 49 CFR Part 26

- (a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%.

- (b) The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Bi-State Drug and Alcohol Testing Consortium deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- (c) The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- (d) The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Bi-State Drug and Alcohol Testing Consortium.
- (e) The Contractor must promptly notify the Bi-State Drug and Alcohol Testing Consortium whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Bi-State Drug and Alcohol Testing Consortium.

1.13 Access Requirements for Individuals with Disabilities

NOT APPLICABLE

LABOR PROVISIONS

1.14 Contract Work Hours and Safety Standards Act

NOT APPLICABLE

1.15 Davis-Bacon Act (29CFR Section 5.5)

NOT APPLICABLE

**ENVIRONMENTAL, RESOURCE, ENERGY PROTECTION,
CONSERVATION, AND SAFETY REQUIREMENTS**

1.16 Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

1.17 Clean Air

NOT APPLICABLE

1.18 Clean Water

NOT APPLICABLE

1.19 Air Pollution, 40 CFR Parts 84, 85, 86, and 600, Vehicle Purchases

NOT APPLICABLE

1.20 Federal Motor Vehicle Safety Standards (FMVSS), 49 CFR Part 500, Vehicle Purchases

NOT APPLICABLE

1.21 New Bus Testing, 49 CFR Part 655, Bus Purchases

NOT APPLICABLE

1.22 Recycled Products

NOT APPLICABLE

1.23 Seismic Safety Requirements

NOT APPLICABLE

OTHER STATUTORY REQUIREMENTS

1.24 Buy America Provision: Steel, Iron or Manufactured Products

NOT APPLICABLE

1.25 Buy America Provision: Buses, Rolling Stock and Associated Equipment

NOT APPLICABLE

1.26 Cargo Preference: Use of United States Flag Vessels, 46 CFR, Part 381

NOT APPLICABLE

1.27 "Fly America" Requirements

NOT APPLICABLE

1.28 Patent Rights

NOT APPLICABLE

1.29 Rights in Data and Copyrights

NOT APPLICABLE

1.30 Privacy

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (a) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (b) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.
- (c) As used in the Section:
 - (1) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records including the collection, use and dissemination of records.
 - (2) "Record" means any item, collection, or grouping of information about an individual that is maintained by an agency including, but not limited to, his or her education, financial transactions, medical history, and criminal or employment history and that contains his

or her name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.

- (3) "System of records on individuals" means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol or other identifying particular assigned to the individual.

BID SOLICITATION AND CONTRACT ADMINISTRATION

1.31 BID / PROPOSAL PROTEST PROCEDURES

NOT APPLICABLE

1.32 Bonding Requirements (Construction and Non-Construction)

NOT APPLICABLE

BI-STATE DRUG AND ALCOHOL TESTING CONSORTIUM

IFB / RFP # _____

ATTACHMENT _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Bi-State Drug and Alcohol Testing Consortium. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Bi-State Drug and Alcohol Testing Consortium, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them or commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statute or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative Date

I am unable to certify to the above statements. My explanation is attached.
