



**CITY OF CARROLLTON**  
**GENERAL CONDITIONS**  
**AND**  
**SPECIFICATIONS**  
**FOR**  
**DRUG & ALCOHOL TESTING**

**ANNUAL QUOTE # 19-026**

**CLOSING DATE:**

**WEDNESDAY, MAY 8, 2019**

**11:00 AM (CST)**

## NOTICE TO BIDDERS

*The term quote and proposal are used interchangeably throughout the document and have the same meaning.*

Quotes will be received by the city of Carrollton, Carrollton, Texas, at the office of Patty Helms, Purchasing Manager, City Hall Building, 1945 E. Jackson Road, Carrollton, Texas 75006-1790 or via email (see page #6), provided a digital signature is included until the hour 11:00 am on the 8<sup>th</sup> day of May 2019; at which time proposals duly delivered and submitted will be considered for supplying the following:

### DRUG & ALCOHOL TESTING

#### ANNUAL QUOTE # 19-026

Any quote received after stated closing time will be returned unopened. If proposals are sent by mail to the Purchasing Manager, the proposer shall be responsible for actual delivery of the proposal to the Purchasing Manager before the advertised date and hour for opening of bid. If mail is delayed by the postal service, courier service, an internet service provider or in the internal mail system of the City of Carrollton beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be returned unopened.

Information concerning the specifications may be obtained by calling Adrian Perez, Workforce Services Manager 972-466-4917, or via email [Adrian.perez@cityofcarrollton.com](mailto:Adrian.perez@cityofcarrollton.com) . Information concerning the bid process may be obtained by calling and or emailing the Purchasing Department at 972-466-3133, [purchasing@cityofcarrollton.com](mailto:purchasing@cityofcarrollton.com).

Until the final award by the city of Carrollton, said City reserves the right to reject any and/or all quotes, to waive technicalities, to re-advertise, to proceed otherwise when the best interests of said City will be realized hereby. Quotes will be submitted sealed and plainly marked with the date and time of opening.

The city of Carrollton Municipal Building is wheelchair accessible. To request a reasonable accommodation needed for bid openings for a disability, please contact the Purchasing Office 72 hours in advance at (972) 466-3133.

City of Carrollton, Texas



Patty Helms, Purchasing Manager

**Closing Date: Wednesday, May 8, 2019 @ 11:00 AM (CST)**

# **TABLE OF CONTENTS**

|                 |                                |
|-----------------|--------------------------------|
| <b>PART I</b>   | <b>GENERAL CONDITIONS</b>      |
| <b>PART II</b>  | <b>INSTRUCTIONS TO BIDDERS</b> |
| <b>PART III</b> | <b>NECESSARY FORMS</b>         |

**PART I**

**GENERAL CONDITIONS**

# **PART I** **GENERAL CONDITIONS**

## **1.1 ADDENDA**

It is the responsibility of the vendor to check for addenda. Addenda will be posted to the City's website: [www.cityofcarrollton.com/purchasing](http://www.cityofcarrollton.com/purchasing).

## **1.2 ANNUAL CONTRACT FUNDING**

The City operates on a fiscal year that ends on September 30<sup>th</sup>. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

## **1.3 ASSIGNMENT OF QUOTE**

The successful proposer may not assign their rights and duties under an award without the written consent of the City's Purchasing Manager. Such consent shall not relieve the assignor of liability in event of default by their assignee.

## **1.4 PROPOSAL CONSIDERATION / TABULATION**

After proposals are opened and publicly read, the proposals will be tabulated for comparison on the basis of the prices and quantities (lowest responsible vendor) or by the best value method shown in the bid. Until final award of the Contract, the city reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City.

### **QUOTE EVALUATION**

The award of the Drug Testing Contract shall be based upon the following criteria, dependent upon the sections of the quote being submitted:

- Bidder's' successful experience in conducting drug and alcohol testing, including, but not limited to, experience with Department of Transportation regulations, relationship of services provided, procedural compliance with the Americans with Disabilities Act, NIDA guidelines, and any other laws affecting the scope of the work, proposed types of tests and equipment to be used, clarity of quote, and inclusion of requested information.
- Availability and qualifications of proposed staff - the City provides services on a 24-hour basis. Firms will be evaluated based on hours of operation, availability of medical staff for emergencies, availability of a certified medical review officer, and collection site hours. Staff will be evaluated, where applicable, on knowledge of the Americans with Disabilities Act, knowledge of industrial

medicine, and knowledge of the Worker's Compensation Act, and DOT regulations. Labs will be evaluated based on NIDA certification.

- Adequacy and location of facilities.
- Method and timeliness of handling "after hours" testing and treatment.
- References.
- Availability of required indemnification.
- Cost of Services

## 1.5 QUOTE SUBMISSION

Quotes may be submitted in person, electronically, or by mail.

- Submit proposals via mail to PO Box 110535, Carrollton, TX 75011-0535
- To submit a proposal via mail, all documents must be returned and an original signature provided on the proposal to bidders sheet.
- Quote's will not be accepted in either format without a signature.
- The City is not responsible for mail service. See page 2, paragraph 2 of the Notice to Bidders.
- Quotes must be marked on the outside of the packaging, "**19-026 Annual Quote for Drug Testing**". Vendors do not need to come to the opening, but are welcome, if so desired. At the opening, the name of responding vendor will be identified. No other information will be provided. The responding vendors will be listed on the bid website with 24 hours.
- Firms interested in this project shall submit **(2) two copies** of the above requested information no later than **Wednesday, May 8, 2019 by 11:00AM** to the address and contact person listed on page #2.
- To submit a quote electronically, all documents must be returned and a digital signature provided on the proposal to bidders form. As an alternative to the digital signature, the quote may be sent electronically and the proposal to bidders form may be faxed to 972-389-9557. This form is the only page that will be accepted via fax.
- **Submit Proposal/Quotes via email to [bids@cityofcarrollton.com](mailto:bids@cityofcarrollton.com)**
- Quotes will not be accepted without a signature.

## 1.6 BRAND NAMES

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Quotes offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the Purchasing Manager and requesting Department to be equal in all material respects to the brand name products referenced. Unless the

bidder clearly indicates in their bid that they are offering an “equal product”, their bid shall be considered as offering a brand name product referenced in the Proposal Schedule/Pricing Sheet.

**1.7 CANCELLATION OF QUOTES**

Bids may be cancelled with **60** days written notice with good cause as determined by the City.

**1.8 CHANGES OR ALTERATIONS**

No part of this quote may be changed or altered in any way. Vendors must submit written requests to change any specifications/conditions with their bid. Changes made without submission of a written request to this quote will result in disqualification.

**1.9 COMPLETING INFORMATION**

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Quote at the City’s option.

**1.10 CONTRACT CLAUSE**

All bidders understand and agree that the vendor’s proposal response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

**1.11 DEFAULT**

In case of default of the successful bidder, the City may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.

**1.12 DELIVERY**

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Carrollton, Texas all freight prepaid.

**1.13 DELIVERY DATE**

Delivery date is an important factor to the City and may be required to be a part of each quote. The City considers delivery time to be that period elapsing from the time the individual order is placed until that order or work hereunder is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery at Carrollton, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing Manager, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure

to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

#### **1.14 INDEMNIFICATION**

**IN CASE ANY ACTION IS BROUGHT AGAINST THE CITY, OR ANY OFFICER OR AGENT OF THE CITY, FOR THE FAILURE, OMISSION, OR NEGLECT OF THE VENDOR TO PERFORM ANY OF THE COVENANTS, ACTS, MATTERS, OR THINGS BY THIS CONTRACT UNDERTAKEN; OR FOR INJURY OR DAMAGE CAUSED BY THE ALLEGED NEGLIGENCE OF THE VENDOR OR HIS SUBCONTRACTORS OR HIS OR THEIR AGENTS, OR IN CONNECTION WITH ANY CLAIM BASED ON LAWFUL DEMANDS OF SUBCONTRACTORS, WORKMEN, MATERIALMEN, OR SUPPLIERS THE VENDOR SHALL INDEMNIFY AND SAVE HARMLESS THE CITY AND ITS OFFICERS AND AGENTS, FROM ALL LOSSES, DAMAGES, COSTS, EXPENSES, JUDGMENTS, OR DECREES ARISING OUT OF SUCH ACTION, INCLUDING ATTORNEY FEES.**

#### **1.15 INSURANCE**

Deductibles, of any type, are the responsibility of the Vendor/contractor.

A. Before commencing work, Bidder shall, at its own expense, procure, pay for and maintain during the term of this Agreement the following insurance written by companies approved by the state of Texas with an A.M. Best rating of at least A and acceptable to the City. Bidder shall furnish to the City of Carrollton Purchasing Department certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number. Subscriber has the right to a copy of the full policy. The City of Carrollton shall be listed as an additional insured under all liability policies except for professional & automobile liability policies.

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Continuing Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.

2. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.
4. Professional Liability (Errors and Omissions Liability) and Cyber Risk Insurance (including professional oversight liability), covering acts, errors, and omissions arising out of Mark43's operations or services with minimum limits of \$1,000,000 per occurrence, \$2,000,000 annual aggregate.

**NOTE:** If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *thirty-six (36) months* following completion of the contract and acceptance by the City of Carrollton.

B. With reference to the foregoing required insurance, the consultant shall endorse applicable insurance policies as follows:

1. A waiver of subrogation endorsement shall be added to Bidder's workers' compensation policies to eliminate the potential that the workers' compensation insurer will subrogate against the City, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.

2. The City of Carrollton, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader.

3. All insurance policies shall be endorsed to the effect that City of Carrollton will receive at least thirty (30) days notice prior to cancellation, non-renewal, termination, or material change of the policies.

C. All insurance shall be purchased from an insurance company that meets a financial rating of at least A or better as assigned by A.M. Best Company.

## **Other Insurance Provisions**

1. The City is to be named as an additional insured on the Commercial General Liability Insurance policy. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by the insurer to bid coverage on its behalf.
2. Insurance is to be placed with insurers with a Best rating of no less than A. The company must also be duly authorized to transact business in the State of Texas.
3. Workers' Compensation and Employers' Liability Coverage: Statutory. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this contract.
4. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to the Purchasing Manager upon award of the contract(s).
5. Insurance Certificate must be submitted and issued with the City listed as the certificate holder.
6. During the duration of any agreed contract, the contractor shall maintain, at its sole cost and expense, Professional E&O Liability insurance with a minimum policy limit of \$1,000,000. The insurance policy must name the City of Carrollton as an additional insured. A certificate of insurance evidencing such coverage shall be furnished to the City prior to the commencement of any work for the City.

### **1.16 MISCELLANEOUS**

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the Purchasing Manager immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The City strives to be environmentally friendly in all aspects; including but limited to products and supplies used, equipment and procedures. The City supports recycling. Contractor should supply and use environmentally friendly products unless none are available. Contractor shall notify City in writing prior to using any non-environmentally product is used. The City will determine the acceptability of the materials/product.

Successful bidder(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with the City. As such, the City has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the bid price, to any other participant in the forum.

The City operates on a fiscal year that ends on September 30<sup>th</sup>. State law mandates that a municipality may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

### **1.17 PAYMENT TERMS & CONDITIONS**

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the Purchasing Manager the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of the City to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided. No partial payment will be made.

Payment will not be made by the City until the vendor has furnished proper invoice, materials, or services, and otherwise complied with City Purchasing procedures, unless this provision is waived by the City.

### **1.18 PROVISIONAL CLAUSES**

The City will not enter into any contract where the cost is provisional upon such clauses as are known as “escalator” or “cost-plus” clauses.

### **1.19 REJECTION OF QUOTES**

The City reserves the right to reject any or all quotes or to waive technicalities at its option when in the best interests of said City.

Quotes will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all quotes, and all quotes submitted are subject to this reservation. Quotes may be rejected, among other reasons, for any of the following specific reasons:

- Quotes received after the time limit for receiving bids as stated in the advertisement.

- Quotes containing any irregularities.
- Unbalanced value of any items.

Proposers may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the bidders.
- Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated.
- The bidder being interested in any litigation against the City.
- The bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

#### **1.20 REQUEST FOR NON-CONSIDERATION**

Quotes deposited with the City cannot be withdrawn prior to the time set for opening proposals. Request for non-consideration of quotes must be made in writing to the Purchasing Manager and received by the City prior to the time set for opening quotes/proposals. After other quotes are opened and publicly read, the proposal for which non-consideration is properly requested may be returned unopened. The quote may not be withdrawn after the quotes have been opened, and the bidder, in submitting the same, warrants and guarantees that this quote has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

#### **1.21 SALES TAX**

The total for each quote submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each quote. The City cannot determine for the bidder whether or not the quote is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

**PART II**

**INSTRUCTION TO BIDDERS**

## GENERAL INFORMATION

### PURPOSE

The City of Carrollton (the "City") is soliciting written proposals from individuals or firms qualified to provide drug testing services (for compliance with the *Omnibus Transportation Employee Testing Act of 1991* and the new regulations issued on February 15, 1994). It is the intent of the City to enter into a contract effective on or about the end of May or early June 2019, based on the successful proposal. Selection of the contractor will be made by the City on the basis of the selection criteria set forth in this Quote Request. All work including a written report must be completed by **Wednesday, May 8, 2019 by 11:00am**.

The City is interested in pursuing a multi-year relationship with a vendor even though it will consist of annual contracts (pg. 17, letter "T" references this process).

### BACKGROUND

The City of Carrollton is a suburban city of approximately 135,710 located in northwest Dallas and southeast Denton Counties. The City has experienced rapid growth, doubling in population during each of the past decades. Employee count has grown in proportion to its population and is currently 847 employees. Of this amount, 100 are Commercial Drivers' License ("CDL") holders and subject to the Department of Transportation ("DOT") regulations.

### INFORMATION CONTAINED IN QUOTE REQUEST

The information set forth in this Quote Request and in all Appendices attached hereto has been presented solely to assist interested bidders in making their own evaluation of the work required and is not intended to be all inclusive or to contain all of the information that a prospective bidder may desire. The City has made no independent effort to determine the accuracy or completeness of such information. The bidder is solely responsible for making all necessary investigations and evaluations of all information, which will or could affect its quote.

Submission of a quote shall be considered conclusive evidence that the bidder has made such investigation and evaluation.

## **QUOTE FORMAT**

### **QUOTE DEEMED RESPONSIVE TO THE REQUEST FOR SERVICES**

The submission requirements for this Quote Request are described below. A response to this Quote must be made according to the specifications set forth in this section, both for content and sequence. Any response failing to comply with these instructions and deemed to be non-responsive may be subject to rejection by the City.

### **INTRODUCTION**

1. Cover Letter - This should be a one-page cover letter and introduction including the Proposer's name and address and the telephone number for the Proposer's representative who will be authorized to act on behalf of the Proposer' and authorizing the City to treat the quote as public information.
2. Table of Contents - A table of contents shall be included referencing significant sections and their corresponding page numbers.
3. Summary of Quote - Provide a brief synopsis of the quote, prepared in such a manner as to be readily and easily understood. This should be a brief statement of the most significant features of the quote, including an overall summary of benefits to the City. Quote may be submitted for all or part of the medical services requested herein.
4. If the quote is made by an individual, the cover letter shall be signed with the full name of the Bidder's, and his/her address shall be given. If it is made by a partnership, corporation, joint venture or limited liability company it shall be signed with the entity name and by a partner or officer having the authority to bind the entity.

### **IDENTITY AND QUALIFICATIONS OF BIDDER'S**

1. Define in detail the quoted plan/procedures to provide the service(s) for which a quote is being submitted. If more than one category is being quoted, explain how these categories will integrate with each other. Include detailed information on your firm's procedures, facility location, office hours, physician availability and other pertinent information.
2. Provide a brief but specific summary of your organization's experience, including:
  - A. Similar type and size of organizations currently receiving your firm's services.
  - B. Previous work performed for municipal government, including dates when services were provided.
  - C. Length of time your firm has been providing these services.
3. Other Considerations - Please include answers to the following questions in your response if related to drug testing, in the following order:
  - A. Can you provide random DOT drug screening at our job sites? If so, what is the additional cost for this service?

- B. Do you provide expert witness testimony in court?
- C. Are the samples stored in a frozen condition? If stored in another format, indicate why.
- D. List any limitations to the types of screening methods used.
- E. Are scientifically acceptable screening methods used?
- F. Are you NIDA (National Institute on Drug Abuse) certified?  

The laboratory must provide copies of external proficiency testing results to the City on a regular basis as these results become available and the lab must notify the city of any proficiency test failed within 48 hours of failure. Also note if the laboratory participates in external proficiency testing programs such as the Armed Forces Institute of Pathology, College of American Pathologies, American Association of Clinical Chemists, or the National Lab Certification Program.
- G. What are the qualifications of the personnel performing the tests?
- H. Do you provide the drug screening laboratory services or do you send the sample elsewhere for testing? If yes, give specific information about the laboratory location, certification, length of time in business and turnaround time on results. (Use the same criteria mentioned in item e above).
- I. Describe your collection site procedures. Direct, actual observation of collection is not necessary (unless several attempts have been made to collect the void without success), but the City should be assured of the method used for acceptable, unobserved collection techniques.
- J. Describe your chain-of-custody process, which includes collection and shipping methods and ability to insure second or back-up testing validation. Explain ability to validate sample content.
- K. Describe the tests performed for both the initial and confirmation screening, including standards used for determining the presence of illegal substances.
- L. Provide details explaining when a MRO will be used and how that would be coordinated or communicated back to the City.
- M. Provide the instructions that are given to lab personnel, including any checklists used.
- N. Provide samples of consent forms, questionnaires, written notices, procedure checklists, post collection checklists, or any other sample forms required.
- O. Provide copies of the last three external proficiency testing cycles for all analyses required in this proposal.
- P. Describe your procedures for reporting test results, maintaining confidentiality, and insuring that complete and accurate information reaches the appropriate authorized personnel.
- Q. Describe how you accomplish and where you conduct "after hours" testing.
- R. Costs for tests - including additional cost for "after hours" testing.
- S. Indicate what we can expect in the average length of wait time for individuals obtaining drug screens, what your commitment will be, and evidence of your experience in meeting this commitment.

- T. If you are proposing a multi-year contract, please provide a cost projection for future projected time, (if not proposing a multi-year contract, do not respond to letter “T”).
4. Pricing - List pricing on a flat fee basis for each type of physical examination or special service. Please indicate the number of years you can guarantee your rates. If you desire to establish a three year relationship, you must establish parameters for future year increases.
  5. Information About Organization - State full name and address of organization. Identify branch offices where testing/services will be provided. Indicate the name and telephone number of persons authorized to discuss terms of the agreement.
  6. Qualifications of Key Personnel - Provide detailed information concerning the credentials and related experience of your personnel who will be conducting testing or offering other services. Provide information concerning training received related to the Americans with Disabilities Act if applicable.
  7. Subcontractors - Identify the role of subcontractor(s).
  8. References and brochures - Provide a list of references with names of contact persons, telephone numbers and addresses; attach any brochures you believe to be pertinent to this quote.

#### **PROPOSER’S MEDICAL SERVICES EXPERIENCE**

1. Provide names and locations of all existing or prior clients for which similar medical services have been provided in the last five years. If due to the size of the firm, the number of clients will be excessive, provide a list of at least twenty five organizations you have provided medical services for, including all governmental engagements. List appropriate business references (name, address and telephone) for each engagement identified. Experience gained by an individual before they became affiliated with the Quoting Entity should be clearly identified.
2. Briefly describe size, nature and current status for each engagement listed in 1) above.
3. List other experience, if any, of the bidder which may be considered as special qualifications for providing the services required by the City.

The City requires the following information:

#### **The City of Carrollton Drug Testing Policy**

The City of Carrollton has a no tolerance drug and alcohol use/testing policy. Under this policy, employees are subject to pre-employment, reasonable suspicion and post accident testing.

The bidder must have and maintain a clear and well-documented procedure for testing preparation, collection, shipment, and accession of urine specimens from the testing facility to the laboratory.

The City will require consultation with regard to test results when employees claim prescription medication caused positive results. Any detected level from an initial test will be subject to a confirmation test.

## **The City of Carrollton DOT Drug Testing Policy**

Employees subject to the DOT testing are required to submit to pre-employment, reasonable suspicion, post accident, and random testing. **Note: Employees subject to DOT testing are also subject to City of Carrollton policy testing and will be required to produce two separate voids.**

The Bidder's must have and maintain a clear and well-documented procedure for testing preparation, collection, shipment, and accession of urine specimens from the testing facility to the laboratory. In addition, all requirements of the Omnibus Testing Act must be met to ensure security and confidentiality.

Initial and confirmatory test levels are regulated by DOT regulations.

### Reporting of Results

Proposal will include information regarding the method of reporting testing results, including the monthly statistical summary required by the Omnibus Testing Act, including employment, reasonable suspicion and after accident. Employees subject to the DOT testing include all employees required by law to possess a Texas Commercial Driver's License (CDL); this testing also includes pre-employment, reasonable suspicion and after accident. All individuals subject to both the City of Carrollton and Department of Transportation drug testing will be required to void twice.

1. Chain of Custody - the Bidder's must have and maintain a clear and well-documented procedure for collection, shipment and accession of urine specimens from the testing facility to the laboratory. This procedure must include the utilization of standard drug testing chain of custody and control forms and also include a procedure where the MRO can contact the employee without the assistance of the City of Carrollton if necessary.
2. Specimen Collection Procedures - all requirements of Sec. 40.25 of the Omnibus Testing Act must be met to ensure security and confidentiality.
3. Laboratory Analysis - Only laboratories certified by Health and Human Services can be utilized for drug urinalysis in compliance with 49 CFR Part 40, Sec. 40.39. The laboratory must comply with the security and internal chain-of-custody requirements as stipulated in 40.29 of the Omnibus Testing Act.
4. Reporting of Results - In compliance with Sec. 40.29(g)(6) of the Omnibus Testing Act, a monthly statistical summary of urinalysis testing information must be provided.
5. Blind Sampling - three blind samples for every 100 employee specimens submitted, in accordance with Sec. 40.31(d) of the Omnibus Testing Act.
6. Medical Review Officer (MRO) - must be a licensed physician and possess a knowledge of drug abuse disorders.

7. Communicating the Results to the City of Carrollton –non-MRO, within one workday, including the following information:
  - A. The name of the individual for whom the test results are being reported;
  - B. The type of test noted on the custody and control form (i.e., DOT random, DOT or City of Carrollton post-accident, pre-employment, etc.);
  - C. The verified results of a controlled substances test, either positive or negative; if positive, the identity of the controlled substance(s) for which the test was verified positive and level detected.
8. Communicating the Results to the City of Carrollton -MRO, within three business days of completion of the review, including the following information:
  - A. That the controlled substances test being reported was conducted in accordance with Part 40 of the Omnibus Testing Act regulations;
  - B. The name of the individual for whom the test results are being reported;
  - C. The type of test noted on the custody and control form (i.e., DOT random, DOT or City of Carrollton post-accident, etc.);
  - D. The date and location of the test collection;
  - E. The identities of those who performed the collection, analysis of specimens and performed as the Medical Review Officer for the specific test;
  - F. The verified results of a controlled substances test, either positive or negative; if positive, the identity of the controlled substance(s) for which the test was verified positive and level detected.
9. Please delineate any and all costs associated with providing drug testing and confirmation tests. This should include after hours test, MRO services and any other related expenses.

## Alcohol Testing.

1. Procedures - All technicians and equipment must comply with procedures and standards required by DOT federal regulations; equipment must be approved by the National Highway Traffic Safety Administration (NHTSA).
  - A. Screening test procedure - When the employee has arrived and provided positive identification, then all requirements of Section 40.63 of the Omnibus Testing Act must be followed to ensure accuracy and confidentiality.
  - B. Confirmation test procedure - all requirements of Section 40.63 of the Omnibus Testing Act be followed to ensure accuracy and confidentiality.
  - C. Communication to the City of Carrollton - All EBT results must be transmitted to the City of Carrollton in a confidential manner. Transmission may be in writing (employer copy of the form), in person, by telephone, or electronic means, but must be made immediately to allow the City of Carrollton the ability to prevent the employee from performing a safety-sensitive function if the results are confirmed above .02.
2. Testing Procedures -
  - A. Breath alcohol testing will be administered under the City of Carrollton Drug and Alcohol Use/Testing Administrative Directive. Employees falling under both DOT and City of Carrollton will be required to take both tests.
  - B. Test results: A test is considered positive with any trace of breath alcohol found. The City of Carrollton will be notified by the MRO of any positive tests.
3. Please delineate any and all costs associated with breath alcohol tests and any other related costs. Indicate the number of years you can guarantee your rates. If you desire to establish a multi-year relationship, you must establish parameters for future year increases.

## **SPECIAL CONDITIONS**

1. **QUOTE EVALUATION:** Quotes will be evaluated by the City's Manager of Workforce Services. All questions regarding this Annual should be coordinated through City staff as noted herein.
2. **QUOTE ACCEPTANCE:** The city shall not be required to accept the lowest fee in terms of cost to the City, but instead shall have the right to select the most qualified Bidder's based on all of the evaluation criteria established.
3. The City reserves the right to contemporaneously negotiate the final terms of the engagement with one or more of the highest rated, responsive Bidder's.
4. **CONTRACT AWARD & PERIOD:** The contract for Drug Testing Services shall be awarded by the City to the Bidder's, if any, who, in the sole judgment of the City, is best able to provide the required services. All quotes shall remain firm for one hundred twenty (120) calendar days after the opening of quotes or until the contract is awarded.
5. Length of this price agreement shall be for one (1) full year with the option to renew the contract for two additional one-year periods, provided both parties are in agreement.
6. **QUOTE CONTENT CONTRACTUAL:** Appropriate parts of the selected quote shall become part of the contract when an award is made by the City.
7. Expenses for developing a quote are entirely the responsibility of the bidder and the City shall not be liable in any manner for any costs incurred in connection with the preparation, submittal or negotiation thereof.
8. All quotes shall be submitted in the format provided specified pages 15-17. All quotes must be typewritten on 8 1/2" by 11" paper with cover letter signed by the bidder.

## **SCHEDULE OF ACTIVITIES**

1. Deadline for questions from bidders Monday, April 29, 2019 @ 3:00 PM
2. Deadline for City Staff to provide Answers Friday, May 3, 2019 @ 10:00 AM
3. Deadline for submission – Wednesday, May 8, 2019 @ 11:00 am
4. Staff reviews quotes – Tuesday, April 30, 2019
5. Interviews with selected qualified Bidder's (if necessary) – Monday, 13, 2019
6. Recommendations to and approval by WFS Department – Monday, May 20, 2019
7. Contract to begin – XXX,XX, 19.

(The dates expressed in 1 and 2 above are firm. The remaining dates are estimates which may be changed by the city without notice at any time.)

## **PART III**

# **ALL NECESSARY FORMS FOR COMPLETION**

## **PROPOSAL OF BIDDERS**

*Page 1 of 3*

All:

The following proposal is made for furnishing the materials/services for the city of Carrollton, Texas.

The undersigned declares that the amount and nature of the materials/services required is understood and that this proposal is in strict accordance with the requirements of the bid and is a part of this bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Department of Transportation (DOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements 49 CFR part 26. The proposer shall take all-necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Further, pursuant to City of Carrollton Ordinance No. 3896, the City shall not discriminate against any individual due to age, race, sex, religion, national origin, sexual orientation, gender identity, pregnancy, or political beliefs. The City will not tolerate such discrimination in the furtherance of any services provided for the City.

The undersigned hereby proposes to furnish any supplies or equipment necessary for this bid, F.O.B. Carrollton, Texas, freight pre-paid at the unit prices quoted herein after notice of bid award. The undersigned affirms that they are duly authorized to execute this contract that this company, corporation, firm, partnership or individual and has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this bid.

## PROPOSAL OF BIDDERS

*Page 2 of 3*

Texas Government Code §2270.002 forbids Texas government entities from contracting with any company that excludes or boycotts Israel, or will do so during the term of a contract. Also, Texas Government Code §2252.152 prohibits Texas governments from contracting with companies who do business with Iran, Sudan, or foreign terrorist organizations. If Bidder or Bidder's company boycotts Israel or will boycott Israel during the contract, does business with Iran, Sudan, a terrorist organization, or is an organization listed with the Texas Comptroller pursuant to Chapter 2252 of the Texas Government Code, you must disclose this in your bid response and provide details of such business.

In addition, the Vendor who wins a bid award must guarantee that they will not employ a subcontractor in the performance of the bid award who falls under either law. Submission of a bid proposal shall be deemed an affirmative statement that Bidder does not and will not boycott Israel, and Bidder does not and will not contract with Iran, Sudan, or any terrorist organization. If you need to provide the city any detail regarding these new laws, please attach details as needed.

**Please sign on the line below as verification that your company is not excluded from contracting with the city of Carrollton by either Texas law, and will remain in compliance with all of the above for the term of the bid award.**

**SIGNATURE:** \_\_\_\_\_

**PROPOSAL OF BIDDERS**

*Page 3 of 3*

**Drug and Alcohol Testing  
Annual Quote # 19-026**

Respectfully Submitted,

***PLEASE PROVIDE A COPY OF YOUR  
COMPANY'S W-9***

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME TITLE

\_\_\_\_\_  
COMPANY NAME CONTACT PERSON (Must have knowledge of Bid)

\_\_\_\_\_  
BILLING ADDRESS STREET CITY STATE ZIP

\_\_\_\_\_  
MAILING ADDRESS STREET CITY STATE ZIP

\_\_\_\_\_  
PHONE NUMBER (metro/toll free) FAX NUMBER E-MAIL ADDRESS

**HUB Vendor Status**       YES       **(attach certification)** **NO**       

**HUB VENDORS:** HUB vendors (Historically Underutilized Business) are vendors who's company is owned by either a minority or woman. If you are classified as a HUB vendor and have certification to prove this, please respond below and attach a copy of your certification. If you would like to read the Texas bid statute which references HUB vendors, please follow this link

<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.252.htm>

**NO REPSONSE:** If response is not received in the form of a "Bid" or "No Bid" bidder will be removed from bid list. Please give a specific reason as to why you are unable to bid, i.e.: we do not sell the required product/service.

**No Bids may be faxed to: 972-389-9557** \_\_\_\_\_



## CONFLICT OF INTEREST QUESTIONNAIRE

Chapter 176 of the Texas Local Government Code requires any Vendor or person considering doing business with a local government entity to disclose in the Questionnaire Form CIQ, the Vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the City Secretary of the City of Carrollton not less than the seventh business day after the person becomes aware of facts that require the statement to be filed.

The conflict of Interest Questionnaire must be completed and returned with your bid if a Vendor or its agent has a conflict pursuant to Chapter 176.

It is the responsibility of every Vendor filling out and returning this bid to determine if there is a conflict meeting the parameters of the state law. If so, **the City of Carrollton requires that this Questionnaire be completed and turned in with your bid.** If there is no conflict pursuant to the provisions of Chapter 176 then you are not required to submit the Questionnaire with your bid. In addition to the foregoing, after the submission of a bid a Vendor must file a questionnaire if the Vendor becomes aware of facts or an event that would constitute a conflict pursuant to state law, or if the facts or event would make a statement in a previously filed questionnaire incomplete or inaccurate.

See Section 176.006, Local Government Code which reads, "A person commits an offense if the person violated Section 176.006, Local Government Code. An offense under this section is:

- (1) A Class C misdemeanor if the contract amount is less than \$1 million or if there is no contract amount for the contract;
- (2) A Class B misdemeanor if the contract amount is at least \$1 million but less than \$5 million; or
- (3) A Class A misdemeanor if the contract amount is at least \$5 million.

The governing body of a local governmental entity may, at its discretion, declare a contract void if the governing body determines that a Vendor failed to file a conflict of interest questionnaire required by Section 176.006.

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

| OFFICE USE ONLY |  |
|-----------------|--|
| Date Received   |  |

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_

Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

## CERTIFICATE OF INTERESTED PARTIES

Section 2252.908 of the Texas Government Code requires your firm to submit a Form 1295 (Certificate of Interested Parties attached) through the Texas Ethics Commission's website, and a notarized original form as printed from the website to the City prior to approval of the contract. More information can be found at the following links:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

[https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html)

**Once bid evaluations take place by city staff, you will be notified that an award to your company is pending and that this form is mandatory. You will need to provide this form, filled out and filed with the state of Texas Ethics Committee, to the City and DART before City Council and DART Board of Directors, as applicable, before approval can be considered.**

**You can fill out the form online, get a certificate number, and that number goes in the upper right box.**

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

| 4<br>Name of Interested Party | City, State, Country<br>(place of business) | Nature of Interest (check applicable) |              |
|-------------------------------|---|---------------------------------------|--------------|
|                               |   | Controlling                           | Intermediary |
|                               |   |                                       |              |
|                               |   |                                       |              |
|                               |   |                                       |              |
|                               |   |                                       |              |
|                               |   |                                       |              |
|                               |   |                                       |              |
|                               |   |                                       |              |
|                               |   |                                       |              |

5 Check only if there is no Interested Party.

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address \_\_\_\_\_ (street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 (month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**