

REQUEST FOR PROPOSAL (RFP)

Sealed proposals, subject to the conditions continued herein, will be received by the ONEIDA COUNTY PERSONNEL DEPARTMENT until 10:00 A.M., local time on February 15, 2023.

Drug and Alcohol Testing Services RFP # 2023-328

The County of Oneida seeks proposals to provide both random and reasonable suspicion drug and alcohol testing services.

Specifications **MUST BE RECEIVED** from the Oneida County Personnel Department. Interested persons or firms can receive additional information regarding this RFP and the required content of the RFP submission from the Commissioner of Personnel at 800 Park Avenue, Utica, New York 13501, 315-798-5726, or via e-mail at acortese-kolasz@ocgov.net. Copies of the described RFP may be examined at no expense at the Oneida County Personnel Department.

The deadline for RFP submissions is February 15, 2023. Sealed RFPs must be returned in the form prescribed.

Interested parties should submit one (1) original, four (4) copies, and one electronic copy of their proposal
no later than 10:00 AM on February 15, 2023 to the following:

Oneida County Personnel Department
800 Park Avenue
Utica, New York 13501
Attn: Commissioner

The County reserves the right to reject any and all proposals received.

The County of Oneida, in order to promote its established Affirmative Action Plan, invites proposals from minority groups. This policy regarding proposals and contracts applies to all persons without regard to race, creed, color, national origin, age, sex or handicap.

January 6, 2023

Amanda L. Cortese-Kolasz
Commissioner of Personnel

I. INTRODUCTION

Oneida County seeks to award a contract to a responsive and responsible vendor to provide full service random drug and alcohol testing to its employees who hold Commercial Drivers Licenses (CDL) pursuant to New York State Department of Transportation requirements and the Oneida County CDL policy, its employees subject to post-accident testing pursuant to a collective bargaining agreement, its employees subject to random drug testing pursuant to a collective bargaining agreement, and employees whom the County have a reasonable suspicion may be under the influence of drugs and/or alcohol during work hours. A copy of the Oneida County CDL policy is attached hereto as **Exhibit A**. A copy of the relevant collective bargaining agreement provision regarding post-accident testing is attached hereto as **Exhibit B**. A copy of the relevant collective bargaining agreement provision regarding random drug testing is attached hereto as **Exhibit C**.

Oneida County is looking for a vendor who offers:

- 24-hour services, or a reliable plan for after-hours provision of services.
- The ability to manage and select at random employees subject to random screenings.

There are currently approximately 50 employees subject to the Oneida County CDL Policy, approximately 200 employees subject to post-accident testing pursuant to a collective bargaining agreement, and approximately 255 employees subject to random drug testing pursuant to a collective bargaining agreement. There are currently approximately 1600 employees subject to reasonable suspicion testing.

Employees subject to the Oneida County CDL policy report to six (6) work locations throughout the County, and the chosen vendor must be able to provide on-site testing to each of these locations. Employees subject to random testing under a collective bargaining agreement report to three (3) different locations, and it is preferred that the chosen vendor be able to provide on-site testing to each of these locations as well, but Oneida County will consider off-site testing for these individuals. Oneida County will consider either on-site testing or off-site testing for its reasonable suspicion testing.

Employees subject to the above testing are members of various public employee unions. The selected vendor may be required to respond to union inquiries regarding the testing protocols, procedures and technology. In addition, the collective bargaining agreements covering the employees described above provide prescribed administrative due process procedures, which will require best evidence testimony in disciplinary arbitration hearings by the selected vendor's employees or sub-contractors who either collected the sample at issue or performed the sample analysis.

The tentative implementation date of Oneida County EAP will be on or about June 1, 2023. Rates and services quoted must be valid for at least 36 months, and the option to extend the contract for up to an additional 24 months is preferred.

A. PROCUREMENT POLICY

It is Oneida County's policy to reduce current and future business costs wherever possible. Due to Oneida County's internal policies and other operational considerations, the most economically attractive proposal may not be the most suitable for Oneida County's needs. Oneida County will make decisions based on merit and Oneida County's overall business needs, which include the appropriate balance of cost, timeliness, quality, technical suitability, viability, economic diversity, legal requirements and other business considerations.

Oneida County reserves the right to reject any or all proposals or portions thereof. Oneida County makes no guarantee of any minimum or maximum amount of product or service to be procured. It is Oneida County's policy to evaluate all proposals fairly without prejudice to any one provider. Oneida County reserves the right to make no award under this RFP, and the right to cancel this RFP. Oneida County reserves the right to procure any part of the products and services of this RFP from Oneida County's internal sources.

Oneida County shall incur no obligation or liability whatsoever by reason of issuance of this RFP or action by anyone relative thereto.

B. MINIMUM RFP RESPONSIVENESS REQUIREMENTS

Any vendor that does not provide all of the following by the RFP deadline may be determined to be non-responsive (it is Oneida County's sole discretionary determination as to whether a proposal is complete) and may be removed from further consideration (prior to the technical evaluation of proposals):

1. The proposer must employ or subcontract collection site and laboratory staff certified or otherwise qualified under the terms of Omnibus Transportation Employee Testing Act of 1991 ("OTETA") in sufficient numbers and geographic locations as to satisfactorily fulfill the requirements of OTETA in all counties of New York State except New York City. The proposer's plan for staff must include a procedure for sample collection of breath alcohol and drug testing 24 hours a day, 7 days per week, 365 days per year. Alcohol testing must be conducted by qualified Breath Alcohol Technicians (BAT) and the proposer shall provide details on the Breath Alcohol Technician's satisfaction of the requirements of OTETA.

2. The laboratories utilized by the proposer shall be certified by the Substance Abuse and Mental Health Services Administration ("SAMHSA," formerly "NIDA"). The date of certification and proof of certifications by SAMHSA/NIDA must be submitted with proposer's proposals. Information relating to any certification suspension of the laboratory by SAMHSA/NIDA must also be submitted. If any suspension occurs during the term of the contract, the vendor must notify Oneida County immediately and provide alternate and equal service within the time frames of the regulations.

3. The laboratory must have a quality control program in accordance with OTETA (FMCSA) regulations and the proposer must submit a description of that quality control program.
4. The proposer must submit the location(s), days of week and hours of operation of the qualified laboratory or laboratories.
5. Acceptance of the RFP's Scope of Services.
6. A separate and complete Part I of the Proposal – Technical and Management submission, including all required RFP-specified attachments.
7. A separate and complete Part II of the Proposal – Cost and Contract submission, including all required RFP-specified attachments.

For the purposes of evaluation, each proposal part (Part I and Part II) must be submitted separately. Each part of the proposal must be complete in itself in order that the evaluation of both parts can be accomplished independently and concurrently and the Technical and Management submittal can be evaluated strictly on the basis of its merits. **Cost information is NOT to be included in the Part I submittal. Technical information is NOT to be included in the Part II submittal.**

II. PROJECT AND CONTRACT OBJECTIVES

A. PROJECT OBJECTIVES

1. To contract with a responsive, responsible, experienced, knowledgeable and qualified vendor.
2. For the selected vendor to accept the RFP's Scope of Services.
3. To comply with OTETA drug and alcohol testing in the most efficient and effective manner; to fully meet the intent of the Act and to meet the minimum requirements of the Act.
4. To preserve the integrity and quality of the current Oneida County drug and alcohol testing programs for the term of the agreement.

B. CONTRACT OBJECTIVES

1. Oneida County anticipates that the work for the successful consultant will commence on June 1, 2023.
2. The base term for this contract must be for three years, and preference will be given to those vendors who offer two (2) additional one (1) year extension options.

3. Payment for services provided under the project shall be a lump sum reimbursement and reasonable compensation for Oneida County approved actual costs incurred in the performance of the approved contract's Scope of Services. Requests for progress and final payments shall be made by the designated vendor on the standard Oneida County voucher

III. SCOPE OF SERVICES

A. TASKS

The vendor shall provide all drug and alcohol testing services required to achieve compliance with all requirements of OTETA, as well as Oneida County's collective bargaining agreements and reasonable suspicion testing.

The services sought are:

1. Continuation of Oneida County's established drug and alcohol testing programs, as well as its newly implemented drug testing program.
2. Timely notification of all updates/amendments to 49 CFR Parts 382, 40, et al.
3. Pre-employment drug tests for new employees subject to the Oneida County CDL Policy each year (including employees who move into safety sensitive positions requiring testing).
4. Random alcohol tests for at least 10% of the employees subject to the Oneida County CDL policy population each year.
5. Random drug tests for at least 50% of the employees subject to the Oneida County CDL policy population each year.
6. Random drug tests for at least 20% of the covered employees subject to random drug testing pursuant to a collective bargaining agreement.
7. Return to duty tests.
8. Follow-up tests required after employee's positive result and return to duty.
9. Post-accident tests, within the time limitations, as required by the Oneida County CDL policy and the relevant collective bargaining agreement.
10. Reasonable suspicion tests.
11. Generate quarterly regional random selections and notify the appropriate Oneida County official(s) of selected employees using an established system.
12. Employees subject to the Oneida County CDL policy report to six (6) work locations throughout the County, and the chosen vendor must be able to provide on-site

testing to each of these locations. Employees subject to random testing under a collective bargaining agreement report to three (3) different locations, and it is preferred that the chosen vendor be able to provide on-site testing to each of these locations as well, but Oneida County will consider off-site testing for these individuals. Oneida County will consider either on-site testing or off-site testing for its reasonable suspicion testing.

13. Continue the mechanism for employee identification and replacement in the random pools.

14. Continue the method by which managers, supervisors and employees are notified of the employee's selection for testing.

15. Provide specific instruction/information, as necessary, on how testing will be conducted at the collection/test site, ensure process is followed and immediately resolves any issues that may arise.

16. Maintain timeframes for receiving results.

17. Provide a complete listing of mobile and collection site services providing (24 hours a day, 7 days a week, 365 days a year) on-site and/or collection site specimen collections and alcohol tests in the network developed to meet the terms of the agreement.

18. In conformance with OTETA requirements, the services of a Medical Review Officer or Officers (MRO) shall be provided. The MRO(s) shall be a licensed physician(s) certified by one or more of three recognized MRO authorities: the American Association of Medical Review Officers, the American Society of Addiction Medicine or the American College of Occupational and Environmental Medicine.

19. Personal appearances at administrative hearings by individuals, who collected the specimen samples and/or who analyzed the samples, for the purpose of providing testimony.

20. Monthly reports to Oneida County providing details on process and results for each category of testing. Any and all reports required for compliance with OTETA to be made by the vendor directly to the Department of Transportation, with copies to Oneida County. The proposal must include samples of all reports and forms to be utilized. The documents must comply with OTETA requirements.

21. Produce, develop, supply, and send forms and supplies necessary for the efficient, orderly and complete administration of the requirements of Oneida County's drug and alcohol testing programs.

22. Maintain system for confidentially notifying managers of all testing.

23. Maintain system for random selection of employees at the following rates:

- a. alcohol – minimum of 10% of Oneida County employees covered by OTETA;
- b. drugs:
 - i. minimum of 50% of Oneida County employees covered by OTETA;
 - ii. minimum of 20% of Oneida County employees covered by the Mandatory Drug Testing provision of a collective bargaining agreement.

24. Develop a method of collecting urine samples from employees or prospective employees in full compliance with all necessary requirements and protocols to preserve a record of chain of custody to accomplish required tests in the following categories: random, pre-employment, pre-duty, reasonable suspicion, post-accident, return to duty and follow-up.

25. Report all testing results to Oneida County in a timely manner.

B. DELIVERABLES

All record keeping systems as well as all records shall be the property of Oneida County and shall be delivered to Oneida County upon termination of the contract.

C. SCHEDULE

Schedules for all tasks will be determined and scheduled at mutually agreeable times between Oneida County and the selected vendor.

D. PROJECT ORGANIZATION

1. The vendor shall prepare and submit a work plan, which will specify how the transition will be made from the current testing vendor and procedures to it.
2. The vendor shall submit a listing of off-site collections sites that will be used and state how the vendor will maintain a relationship with collection sites concerning the method, means, and frequency of training for collection site technicians.

IV. PROPOSAL FORMAT AND CONTENT

This section identified the information that all proposers must include in their proposals to Oneida County.

For the purposes of evaluation, each proposal must be submitted in two (2) parts. Part I consists of the Technical and Management submittal. Part II is the Cost and Contract submittal. Each part of the proposal must be complete in itself in order that the evaluation of both parts can be accomplished independently and concurrently, and the evaluation of the Technical and Management submittal can be made strictly on the basis of its merits. Cost information is not to be included in the Part I submittal.

All proposals must follow the format listed below:

A. PART I: TECHNICAL AND MANAGEMENT SUBMITTAL

1. Title page indicating:

- Name, address and phone number of the proposer, including a contact person with contract phone numbers and email address and the name(s) of the person(s) who prepared the proposal.

2. Cover letter including:

- Signed Cover Letter on official business letterhead.
- Identify and address any confidential and proprietary information in this section.
- Name and signature of proposer's official representative(s) authorized to bind the proposer to all of the RFP's provisions, include: Title, Name of company, mailing address, telephone number, FAX number; and E-mail address of the proposer's representative(s).
- If there are multiple offices for the proposer, indicate which one will be primarily responsible for the contract. Indicate which other offices are also involved.
- The legal names of all subconsultants involved in the proposer's response.

3. Table of Contents

4. Executive Summary

- Provide a brief description of the proposed approach and work effort. Confidential and Proprietary information should be identified and addressed in this section.

5. Narrative Description

- Provide a discussion on the important issues involved with the effort to achieve compliance with OTETA drug and alcohol testing, including enough substantive discussion to demonstrate an understanding of OTETA, Oneida County project objectives and scope of services and familiarity with applicable requirements.

6. Approach, Scope of Services and Schedule

- Describe your overall approach for performing this effort and accomplishing project objectives. At a minimum, detail your approach for accomplishing the following:

- Implementation of existing drug attesting (pre-employment, pre-duty, follow-up, random, return-to-duty, post-accident and reasonable suspicion) including, how testing will be provided 24 hours/day, 7 days/week, year round.
- Implementation of existing alcohol testing random, return-to-duty, post-accident, reasonable suspicion and follow-up including how post-accident and reasonable suspicion testing will be provided 24 hours/day, 7 days/week, year round.
- Transfer of existing records from current consultant(s), implementation and maintenance of record keeping and reporting system (including copies of sample reports and forms to be utilized).

Your proposed approach(es) should, when possible, be based upon practical experience implementing a program for compliance with OTETA in a governmental setting similar to Oneida County, and should identify problems which may be encountered and propose solutions. Additionally, your proposed approach(es) must demonstrate how quality assurance/quality control will be affected.

Scheduling must take into account that certain Oneida County highway operations are conducted around the o'clock on a 7 day a week 24-hour basis.

- Provide a detailed scope of services which describes, by task, what will be done. A general scope of services is outlined under Section III. You may base your scope of services on these tasks, or suggest alternative tasks which could improve the ability of the project to meet its objectives. Suggestions of alternative tasks and methodologies are encouraged within the stated objectives and scope of the project. Fully explain and justify your approach, however, if significant departures from the general scope are recommended.
- Provide a detailed schedule in bar chart form which depicts the starting and completion times, in regard to the tasks required in transitioning the current Oneida County testing program, and their relative sequence in time, in terms of weeks or months from contract award.
- The first NYSDOT Drug and Alcohol random selection will be conducted during the first month of new contract award, anticipated to be in June 2023.
- Identify milestones, including any proposed meetings, approvals, etc., which may be appropriate for the effort.

7. Organization and Staffing

- Provide a profile, including information on whether the vendor is local, regional or national. This section must indicate the length of time in business (including any previous names by which the company conducted business). Include an organizational chart which identifies the proposing firm, any subconsultants and all laboratories to be utilized. Provide the

geographic location, days of week and hours of operation for such laboratories. Also include evidence of SAMSHA/NIDA certification for all laboratories which will perform sample analyses. Describe the quality control program(s) in place and how they meet OTETA (FMCSA) regulations.

- Include resumes for all key personnel (including subconsultants). Identify the project manager who will be responsible for communicating with Oneida County on all project matters and percent of time project manager will dedicate to working with Oneida County.
- Provide a management plan which identifies and describes the following items:
 - how the effort will be planned, directed and controlled;
 - arrangements for, and coordination of, any sub-consultants or teaming arrangements/joint ventures;
 - how personnel (including subconsultants) will be phased into the effort;
 - the anticipated relationship of Oneida County management and staff to the consultant/vendor, and the responsibilities of each, including an overall explanation of what Oneida County staff may be required, utilization and how all coordination between the vendor and Oneida County will be achieved; and
 - reporting methodology and frequency.

8. Experience

The qualifications and prior experience of the proposer (including any subconsultants) are of great importance to Oneida County. Direct prior experience in developing and conducting drug and alcohol testing programs mandated by state or federal legislation for other large employers is highly desirable. Such experience involving primarily onsite collection, used in conjunction with multiple collection sites, in a wide geographic area would be most relevant. Provide a list of projects currently in progress and those completed within the last three years which are similar in scope of this effort. Indicate key personnel who are, or have worked, on such projects. Include names, addresses and phone numbers of contact points with the listed clients. Oneida County reserves the right to request reference information from any source named.

B. PART II: COST

1. The cost proposal must sets forth lump sum unit process for the provision of drug/alcohol testing and specific hourly rates for expert testimony and substance abuse professional services;).
2. The cost proposal will be evaluated to determine such matters as the reasonableness of costs for testing and testimony and the probable total cost to Oneida County. It is also subject to use as the basis of any subsequent negotiations. Therefore, it is important that cost proposals be complete, accurate and well documented.

3. Any cost conditions or contingencies must be clearly stated.
4. Cost proposals must include, at a minimum, the following information:
 - A lump sum unit cost, on a per employee basis, for the provision of a preemployment pre-duty, random, return to duty, follow up, post-accident and reasonable suspicion drug test complaint with all federal requirements as well as for non-federal follow up tests. The unit cost for drug testing shall remain the same for the base term (three years).
 - A lump sum unit cost, on a per employee basis, for the provision of a random, return to-duty, follow-up, post-accident and reasonable suspicion alcohol testing compliant with all federal requirements as well as for non-federal follow-up tests. The unit cost for alcohol testing shall remain the same for the base term (three years).
 - A lump sum unit cost, on a per employee basis, for the provision of a random, return to-duty, follow-up, post-accident and reasonable suspicion combined drug/alcohol test complaint with all OTETA requirements. The unit cost for a combined drug/alcohol test shall remain the same for the base term (three years).
 - A lump sum unit cost, on a per employee basis, for the provision of split specimen compliant with all federal requirements. The unit cost for split specimen shall remain the same for the base term (three years).
 - Specific hourly rates for expert professional and technical testimony services and substance abuse professional services. The specific hourly rates shall be inclusive of all direct costs, indirect costs and fee/profit, except for travel.

V. REQUIRED INSURANCE COVERAGES

The chosen vendor shall provide insurance and indemnification to Oneida County in accordance with the provisions below, and the same shall be included in the contract between the chosen vendor and Oneida County.

A. INSURANCE

1. The vendor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - a. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.
 - i. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent

- contracts, products-completed operations, and personal and advertising injury.
- ii. Oneida County and all other parties required of Oneida County, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds. Coverage for these additional insureds shall include completed operations.
- b. Professional Liability coverage with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.
- c. Automobile Liability
 - i. Business Auto Liability with limits of at least \$1,000,000 each accident.
 - ii. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - iii. Oneida County shall be included as an additional insured on the auto policy. Coverage for the additional insured shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.
- d. Commercial Umbrella
 - i. Umbrella limits must be at least \$2,000,000 per occurrence.
 - ii. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
 - iii. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the County of Oneida.
- e. Workers' Compensation and Employers Liability.
 - i. Statutory limits apply.

B. WAIVER OF SUBROGATION

The vendor shall waive all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, Professional Liability, Automobile Liability, Umbrella Liability or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.

C. CERTIFICATES OF INSURANCE

Prior to the start of any work the vendor shall provide a certificate of insurance to Oneida County. Attached to each certificate of insurance shall be a copy of the Additional Insured

Endorsement that is part of the Contractor's CGL Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Oneida County.

D. INDEMNIFICATION

The vendor agrees that it shall defend, indemnify and hold harmless Oneida County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the negligent performance of services by the vendor and its sub-consultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the negligent acts or failure to act or any default or negligence by the vendor and its sub-consultants or failure on the part of the vendor and its sub-consultants to comply with any of the covenants, terms or conditions of the agreement.