 **City of Seattle**

**REQUEST FOR PROPOSALS**

**Consultant Contract**

**Project Title:** **Drug & Alcohol Testing and Fit for Duty Medical Examinations**

**Procurement Schedule**

Table 1: Procurement Schedule

|  |  |
| --- | --- |
| **Schedule of Events** | **Date/Time** |
| Solicitation Release  | Oct 6, 2017 |
| Optional Phone ConferenceSeattle Municipal Tower700 Fifth AvenueSuite 5531Seattle, WA 98104 | Oct 18, 20171:00pm – 2:00pm |
| Deadline for Phone Conference Questions | Oct 12, 2017 |
| Proposal Response Deadline | Nov 01, 2017 |
|  Interviews  | Nov 12, 2017 – Dec 1, 2017 |
| Announcement of Successful Proposer(s) | Dec 15, 2017 |
| Anticipated Negotiation Schedule | Jan 08, 2017 – Jan 31, 2017 |
| Contract Execution  | June 30, 2018 |

*The City reserves the right to modify this.*

*Changes will be posted on the City website or as otherwise stated.*

**Procurement Contact Information**

Procurement Contact: Carlin Allen, Substance Abuse Program Administrator, carlin.allen@seattle.gov, (206) 684-7959

Table 2: Delivery Address

**It is important to use the correct address for the delivery method you chose.**

|  |  |
| --- | --- |
| **Fed Ex & Hand Delivery - Physical Address** | **US Post Office - Mailing Address** |
| Seattle Department of Human ResourcesAttn: Carlin Allen700 Fifth Avenue, Suite #5400Seattle, Washington, 98104 | Seattle Department of Human ResourcesSeattle Municipal TowerP.O. Box 34028Seattle, Washington, 98124-4028 |

Unless authorized by the Procurement Contact, no other City official or employee may speak for the City regarding this solicitation until award is complete. Any Proposer contacting other City officials or employees does so at Proposer’s own risk. Such information does not bind the City.

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# Purpose and Background

The City of Seattle is soliciting proposals from qualified service providers to provide:

* Alcohol and drug testing services for The City of Seattle in compliance with the Department of Transportation (DOT) Federal Motor Carrier Safety Administration (FMCSA) Regulations (49 CFR, Part 40; 49 CFR, Parts 382,391,392 and 395) and United States Coast Guard Regulations (46 CFR Parts 4 and 16)
* Non-NIDA/DOT pre-employment drug testing
* DOT Medical Exam and Commercial Motor Vehicle Certification
* Crane Operator drug testing in accordance with Washington State law
* Fit for Duty Medical Examinations (Attachment B)

The City has been conducting DOT drug and alcohol testing since 1995, varying levels of pre-employment drug testing since 1997, and Fit for Duty Medical Examinations since 1983. Crane Operator drug testing is a requirement under Washington State law since 2010. The current contract is with *US HealthWorks Medical Group of Washington.*

**Non-DOT Drug Testing** The City of Seattle’s pre-employment drug test program is now limited to only those public safety positions that involve carrying firearms. This results in only a few applicants subject to testing each year.

**Crane Operator Drug Testing** Washington State has adopted regulations requiring certification & training of crane operators. This certification includes a requirement for drug testing.

**DOT Drug and Alcohol Testing** The City currently employs approximately 900 drivers in various operating departments who are covered by FMCSA regulations. Workers are located predominantly in King County, but some are located in more remote worksites such as Landsburg, Cedar Falls, Skagit/Ross Dam, and Metaline Falls/Boundary Dam. A listing of exact locations is included as Attachment A. The City also employs approximately 12 workers who are covered under Coast Guard regulations at the Skagit/Ross Dam project.

**DOT Medical Exam and Commercial Motor Vehicle Certification** Additionally, Washington State requires all drivers that conduct safety sensitive duties to submit to a medical exam to ensure the person examined is physically qualified to drive a commercial motor vehicle (CMV).

**Fit for Duty (FFD) Medical Examinations** The City conducts FFD Medical Examinations infrequently, performing approximately 10 to 20 exams per year. These exams are conducted most frequently by or under the direction of occupational physicians for employees in the greater Puget Sound area, and mainly during the day. However, infrequent exams are conducted in the more remote sites listed above, and also during evenings, night and weekends.

The City prefers to contract with one provider who will perform program components and may network/subcontract with other medical facilities for accessibility for remote City of Seattle locations. The service provider will report primarily to the Seattle Department of Human Resources, Citywide Safety Unit who centrally manages this program and may also infrequently communicate with other City departments such as City Light, SPU, Transportation, and Parks & Recreation (hereinafter referred to as “operating departments”) about specific testing situations.

# Performance Schedule

The City intends to award a contract for a three-year period. The effective date of the contract will be June 30, 2018 through June 30, 2021, with extension options to June 30, 2023.

# Solicitation Objectives

The City expects to achieve the following outcomes through this consultant solicitation:

A skilled, regulatory and customer service focused consultant that has 24-hour accessibility to administer occupational health related examinations and drug and alcohol testing.

# Minimum Qualifications

Minimum qualifications are required for a Consultant to be eligible to submit a proposal response. Your submittal response must show compliance to these minimum qualifications. Those that are not responsive to these qualifications shall be rejected by the City without further consideration:

The federal regulations specify in detail the required qualifications of the personnel and testing procedures for this program. The City is seeking a service provider that meets or exceeds those requirements. In addition, the City will evaluate the ability, capability, and skills of the proposer to perform/provide the services required; the quality of the proposer’s performance on prior contracts; the character, integrity, reputation, judgment, and efficiency of the proposer; the management experience and understanding of the required work and services; and finally, the proposer’s compliance with laws relating to alcohol and drug testing.

1. Provide proof of Substance Abuse and Mental Health Services Administration (SAMHSA) laboratory certification
2. Submit evidence that all laboratories are directed by a pathologist and employ a Ph.D./M.D. toxicologist
3. Provide documentation (Chain of Custody, Results, Etc.) of at least 5 years’ experience in administering DOT drug and alcohol testing programs
4. Since on-site collection and alcohol breath testing may be preferable in certain infrequent but critical situations, it is essential that the proposer have mobile testing services

# Scope of Work

The service provider will develop and administer drug and alcohol and medical examination services as described in the attached policies for City of Seattle employees who are covered by the Federal Motor Carrier Safety Administration (FMCSA) and US Coast Guard (USCG) hereinafter referred to as “DOT regulations”. The program must meet the collection, testing, chain of custody, laboratory, confidentiality, storage, medical review, and all other requirements of the law that relate to employees covered by DOT Regulations, including all current and future staffed City locations, and any changes to those regulations.

Specific objectives and requirements for each of the services are described below:

1. **DOT REQUIRED TESTING**
2. **Conduct alcohol and drug testing**

The service provider must provide a drug and alcohol testing program that includes, but is not limited to, the following tests and procedures, which are covered under the FMCSA and U.S. Coast Guard regulations:

* pre-employment
* reasonable suspicion
* post-accident
* random
* return-to-duty
* follow-up
* other tests that may be requested

The method and criteria for drug testing must conform to the drug testing requirements described in the DOT regulations.

The service provider shall provide approved breath alcohol testing in accordance with DOT regulations. Saliva screening tests are currently not part of the City’s policy.

All drug test analysis must be conducted at the service provider’s SAMHSA-certified laboratory; however, it is important that there be collection and alcohol breath testing sites located in close proximity to work locations of City employees identified in Attachment A.

1. **Administer or have a valid random testing process and generate the random testing lists**

The service provider must employ a scientifically-valid random selection method per the DOT, to select the required number of safety-sensitive employees for drug and alcohol testing.

The service provider must also ensure that:

1. The test dates are spread reasonably during the time requested, without a predictable pattern
2. The number of tests conducted weekly, monthly, or quarterly will remain relatively constant to the extent possible
3. All safety-sensitive employees in the random pool have an equal chance of being selected for testing, and their names shall remain in the pool, even after being tested

The service provider must give written/electronic notice to the City’s Substance Abuse Program Administrator, identifying by name, social security number, and employee ID number, the City employees who have been selected for random testing.

1. **Provide laboratory and collection site services**

The service provider will provide laboratory and collection site oversight/management to:

1. Ensure that specimens are collected in accordance with DOT procedures, including collector/BAT certification, observed collections, shy bladder procedures, and post-positive alcohol testing procedures
2. Maintain a chain-of-custody procedure that preserves the integrity of the evidence in all categories of testing
3. Provide individually prepackaged specimen bottles, tamper-evident tape and tamper-evident bags to ensure that legally defensible records of specimens are transferred from the initial collection site to the laboratory. The laboratory must follow the DOT guidelines for drug testing and all Substance Abuse and Mental Health Services Administration (SAMSHA) standards
4. Provide and utilize DOT-approved split sample urine collection kits, all supplies associated with the collection of urine specimens, and DOT chain-of-custody forms
5. Provide a trained courier to pick up all specimens at the designated medical clinic or other designated locations
6. Provide sufficient facilities or subcontract facilities for accessibility to all City worksites, and provide mobile testing services with the ability to respond (infrequently) to any location within the state to conduct on-site collection and Evidential Breath Testing (EBT), when requested
7. In Post-Accident and Reasonable Suspicion test situations, collection site personnel must contact the City’s Drug Test Coordinator prior to specimen collection
8. Maintain strict confidentiality of all test results in accordance with DOT regulations

Store all specimens that test positive for drugs in a secure, locked freezer for one (1) year after the specimen was produced, or as otherwise required by law, whichever is longer. Evidence shall be stored in the original specimen container in which it arrived.

1. **Provide data management/recordkeeping and reporting services**

The service provider must manage data and maintain confidential records in compliance with applicable federal regulations, and submit reports to the City’s Drug Testing Coordinator, as required. Specific requirements include, but are not limited to, the following:

1. Forward all drug/alcohol test results in a manner that assures confidentiality
2. The Breath Alcohol Technician (BAT) will contact the City Drug Test Coordinator immediately in the event of a confirmed positive test
3. Maintain records, documents and other files directly related to the performance of the contracted-for work in accordance with DOT regulations and accepted professional practices. Specifically, the service provider shall comply with the following records retention schedule:
4. Maintain records of test results less than 0.02 for alcohol and verified negative drug test results for one year after the date of collection
5. Maintain records related to the collection process and documents relating to the random selection process for two years after the date of collection
6. Maintain records of verified positive drug tests, refusals, referrals, Management Information System (MIS) reports, alcohol test results of 0.02 or greater, and EBT calibration documentation for five years after the test was conducted
7. **Provide Medical Review Officer (MRO) services**

The service provider must provide the services of a certified Medical Review Officer (hereinafter referred to as MRO).

The MRO must review all drug testing laboratory results for verification and validation as required by DOT regulations.

**The MRO will:**

1. Receive all drug test results from the laboratory
2. Conduct review of the Custody and Control Form to determine whether it was completed accurately
3. If accuracy of results is questionable, request the laboratory to reanalyze the original specimen or conduct additional tests as appropriate
4. Contact those applicants or employees with confirmed positive or adulterated test results to verify results
5. Notify each employee who has a verified positive/adulterated test by telephone or in person that he/she has 72 to hours request a test of the split specimen (Meet with employee, if the employee requests or circumstances otherwise warrant)
6. If employee so requests, immediately (the same business day) order the laboratory to send the split sample to another SAMHSA-Certified laboratory
7. Report each verified test result to the Seattle Department of Human Resources Program Administrator and Washington State Department of Licensing (DOL) (as applicable)
8. Maintain all records and send test results to the Seattle Department of Human Resources Program Administrator
9. **Consultation services**

The service provider must provide the following consultation services as requested by the City:

1. Expert advice on DOT, SAMHSA, and other federal, state, and local drug & alcohol regulations that may apply to City employees
2. An account representative for the City, available daily, if necessary, to answer questions and resolve problems
3. Expert testimony on all collection and laboratory testing procedures in cases of litigation or arbitration
4. Upon request, preparation of a litigation package that includes copies of all chain-of-custody documents; batch specimen review sheets; gas chromatography/mass spectrometry (GCMS) data review files (graphic charts), résumés and credentials of all technicians involved in testing of specimens; and a laboratory testing report that includes the initial immunoassay screen and the confirmatory GCMS test
5. **Non-DOT drug testing**

The City of Seattle conducts approximately 15 pre-employment drug tests per year for job applicants in certain positions after a conditional job offer has been made. Non-DOT tests are also required for NON-DOT covered employees when conducting a Fit for Duty examination and DOT-covered employees who voluntarily self-refer for controlled substance use or alcohol misuse as outlined in 49 CFR part 382.121. Non-DOT drug tests are to be reviewed using the same practices as DOT tests to the greatest extent practicable, including physician review and offer of sample retest.

The program follows DOT procedures except for the following:

1. The custody and control form is non-SAMHSA
2. Specimen collection follows non-SAMHSA 30 ml single specimen collection protocol
3. “Observed” requirement for dilute specimens that require the applicant to be tested a second time
4. **Crane operator drug testing**

Drug tests are required of crane operators in the State of Washington. Currently, all crane operators employed by the City of Seattle are also CDL holders. Inclusion in a DOT testing program meets the current requirements of the crane operator rule. Future modifications to this rule, and/or to the City’s hiring processes or job classifications could result in the need for additional non-DOT testing.

1. **Fit for Duty (FFD) medical examinations**

The City of Seattle conducts FFD Medical Examinations for employees when *“an accident, injury, incident, or employee’s behavior, speech or appearance causes a supervisor to suspect a physical or psychological condition may be impairing an employee’s ability to satisfactorily perform work with reasonable skill or safety.”* See attached *Fit for Duty Medical Examination Policy*, Attachment B. The City has historically performed approximately ten to twenty exams per year.

The service provider must ensure that:

* The exam must be performed by an **occupational physician** (Ph.D./M.D.) who determines the employee’s fitness for duty and orders drug (Professional Panel) and alcohol or other tests, or make referrals when appropriate
* The examination evaluates the employee’s physical and/or psychological condition to determine whether the employee can perform his or her job with reasonable skill and safety
* The physical job demands worksheet is utilized to determine job limitations if warranted
* Proposers should address how they intend to meet the specific requirements of the FFD Medical Examination procedure at each City facility as outlined in Attachment B
1. **DOT medical exam and Commercial Motor Vehicle certification**

The City of Seattle’s operating departments schedules approximately 500 DOT medical exams per year for employees in certain positions.

The service provider must ensure that:

1. A DOT physical examination be conducted by a licensed "medical examiner" listed on the DOT National Registry of Certified Medical Examiners
2. Operational departments are billed directly for services requested
3. Provide sufficient facilities or subcontract facilities for accessibility to all City worksites
4. Maintain all records and send the certification and examination report to the Seattle Department of Human Resources Program Administrator
5. **Other Drug and Alcohol Testing**

The City may decide to expand current programs or to implement other testing programs during the life of the contract and would expect the cooperation and expertise of the service provider to assist in the planning and implementation of these programs.

# Contract Modifications

The City has attached its boilerplate contract terms so Proposers can be familiar with the boilerplate and the non-negotiable terms before submitting a proposal. Any questions about the City’s boilerplate should be made in advance of submittal.

If a Consultant seeks to modify the Contract, the Consultant must request that within their Proposal response as taking an “Exception”. The Consultant must provide a revised version that shows their proposed alternative contract language. The City is not obligated to accept such proposed changes. If you request Exceptions that materially change the character of the contract, the City may reject the Consultant’s Proposal as non-responsive. The City cannot modify provisions mandated by Federal, State or City law: Equal Benefits, Audit (Review of Vendor Records), WMBE, Confidentiality, and Debarment, or mutual indemnification. Such Exceptions would be summarily disregarded.

Although the City may open discussions with the highest ranked apparent successful Proposer to align the proposal or contract to best meet City needs, this does not ensure negotiation of modifications proposed by the consultant through the exception process above.

# Procedures and Requirements

This section details City instructions and requirements for your submittal. The City reserves the right in its sole discretion to reject any Consultant response that fails to comply with the instructions.

**7.1 Registration into the Online Business Directory**

If you have not previously done so, register at: <http://www.seattle.gov/obd> The City expects all firms to register. Women- and minority- owned firms are asked to self-identify (see section 7.25). For assistance, call Julie Salinas at 206-684-0383.

## 7.2 Pre-Submittal phone conference

The City offers an optional pre-submittal phone conference. The conference will begin at 1 pm and end at 2:00 pm on 18 Oct 2017. Proposers are encouraged to call to receive answers to questions about the solicitation and clarify issues. This also allows Proposers to raise concerns. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items known as of this pre-proposal conference.

If you plan to attend the phone conference please RSVP to Carlin Allen, City of Seattle DER at carlin.allen@seattle.gov by 12 October 2017 and detailed information will be emailed to you for the conference.

**7.3 Questions**

Proposers may email questions to the Procurement Contact until the deadline stated on page 1. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Consultant of responsibilities under any subsequent contract. It is the responsibility of the interested Consultant to assure they receive responses to Questions if any are issued.

## 7.4 Changes to the RFP/RFQ

The City may make changes to this RFP/RFQ if, in the sole judgment of the City, the change will not compromise the City’s objectives in this solicitation. Any change to this RFP/RFQ will be made by formal written addendum issued by the City and shall become part of this RFP/RFQ.

**7.5 Receiving addenda and/or question and answers**

It is the obligation and responsibility of the Consultant to learn of addenda, responses, or notices issued by the City. Some third-party services independently post City of Seattle solicitations on their websites. The City does not guarantee that such services have accurately provided all the information published by the City.

All submittals sent to the City may be considered compliant with or without specific confirmation from the Consultant that any and all addenda was received and incorporated into your response. However, the Project Manager reserves the right to reject any submittal that does not fully incorporate Addenda that is critical to the project.

## 7.6 Proposal submittal

###### The City must receive proposals no later than the date and time on page 1 except as revised by Addenda

1. All pages are to be numbered sequentially, and closely follow the requested formats
2. The City does not have page limits specified in the Response Format section 8
3. The submitter has full responsibility to ensure the response arrives at the City within the deadline. A response delivered after the deadline may be rejected unless waived as immaterial by the City given specific fact-based circumstances

**7.7 Hard copy submittal**

Delivery is to the location specified on Page 2, Table 2.

Submit one (1) original unbound, (1) bound copies, and one (1) electronic CD copy of the response. The City will not accept Fax and CD copies as originals in lieu of paper or electronic e-mail copy submittals. If a CD or fax version is delivered to the City, the paper or electronic e-mail copy will still be the only official version accepted by the City.

1. Hard-copy responses should be in a sealed box or envelope, clearly marked and addressed with the City contact person’s name, the solicitation title and number. If submittals are not clearly marked, the Proposer risks the response being misplaced and not properly delivered or date/time stamped
2. The Submittal may be hand-delivered or otherwise be received by the Procurement Contact at the address provided, by the submittal deadline*.* Delivery errors will result without careful attention to the proper address
3. Do not use plastic or vinyl binders or folders. The City encourages you to use fully 100% recycled stock

**7.8 Electronic submittal**

The City allows and will accept an electronic submittal in lieu of an official paper submittal;

1. The electronic submittal is e-mailed to the Procurement Contact (see page 2), by the submittal deadline (Procurement Schedule, Table 1, Page 1 or as otherwise amended)
2. Title the e-mail so it won’t be lost in an e-mail stream
3. Any risks associated with an electronic submittal are borne by the Proposer
4. The City’s e-mail system will typically allow documents up to 20 Megabytes
5. If the Proposer also submits a hard-copy, the hard copy has precedence

**7.9 Proposer responsibility to provide full response**

It is the Proposer’s responsibility to respond in a manner that does not require interpretation or clarification by the City. The Proposer is to provide all requested materials, forms, and information. The Proposer is to ensure the materials submitted properly and accurately reflect the Proposer’s offering. During scoring and evaluation (prior to interviews if any), the City will rely upon the submitted materials and shall not accept materials from the Proposer after the RFP/RFQ deadline; this does not limit the City’s right to consider additional information (such as references that are not provided by the Proposer but are known to the City, or past City experience with the consultant), or to seek clarifications as needed.

**7.10 Prohibited contacts**

Proposers shall not interfere in any way to discourage other potential and/or prospective proposers from proposing or considering a proposal process.  Prohibited contacts includes but is not limited to any contact, whether direct or indirect (i.e. in writing, by phone, email or other, and by the Proposer or another person acting on behalf of the Proposer) to a likely firm or individual that may discourage or limit competition.  If such activity is evidenced to the satisfaction and in sole discretion of the City department, the Proposer that initiates such contacts may be rejected from the process.

## 7.11 License and business tax requirements

The Consultant must meet all applicable licensing requirements immediately after contract award or the City may reject the Consultant. Companies must license, report and pay revenue taxes for the Washington State Business License (UBI#) and Seattle Business License, if required by law. Carefully consider those costs before submitting an offer, as the City will not separately pay or reimburse such costs.

**7.12 Seattle business licensing and associated taxes**

1. If you have a “physical nexus” in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed
2. A “physical nexus” means you have physical presence, such as: a building/facility/employee(s) in Seattle, you make sales trips into Seattle, your own company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc.)
3. We provide a Consultant Questionnaire Form in our submittal package items later in this RFP/RFQ, and it will ask you to specify if you have “physical nexus”
4. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Consultant and not charged separately to the City
5. The apparent successful Consultant(s) must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will cause rejection of the submittal
6. The City of Seattle Application for a Business License can be found here:

<http://www.seattle.gov/Documents/Departments/FAS/Licensing/Seattle-business-license-application.pdf>

1. You can find Business License Application help here:[http:/www.seattle.gov/licenses/get-a-business-license/license-application-help](http://www.seattle.gov/licenses/get-a-business-license/license-application-help)
2. Self-Filing You can pay your license and taxes on-line using a credit card [www.seattle.gov/self/](http://www.seattle.gov/self/)
3. For Questions and Assistance, call the Revenue and Consumer Protection (RCP) office which issues business licenses and enforces licensing requirements. The general e-mail is rca@seattle.gov. The main phone is 206-684-8484
4. The licensing website is <http://www.seattle.gov/licenses>
5. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact the License and Tax Administration office at tax@seattle.gov to request additional assistance
6. Those holding a City of Seattle Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the Consultant prior to submitting your offer. When allowed by City ordinance, the City will have the right to retain amounts due at the conclusion of a contract by withholding from final invoice payments

**7.12 State business licensing**

Before the contract is signed, you must have a State of Washington business license (a “Unified Business Identifier” known as a UBI#). If the State of Washington has exempted your business from State licensing (some foreign companies are exempt and sometimes, the State waives licensing because the company has no physical presence in the State), then submit proof of that exemption to the City. All costs for any licenses, permits and associated tax payments due to the State because of licensing shall be borne by the Consultant and not charged separately to the City. Instructions and applications are at <http://bls.dor.wa.gov/file.aspx> and the State of Washington Department of Revenue is available at 1-800-647-7706.

## 7.13 Federal Excise Tax.

## The City is exempt from Federal Excise Tax.

**7.14 No guaranteed utilization**

The City does not guarantee utilization of any contract(s) awarded through this RFP/RFQ process. The solicitation may provide estimates of utilization; such information is for Consultant convenience and not a usage guarantee. The City reserves the right to issue multiple or partial awards, and/or to order work based on City needs. The City may turn to other appropriate contract sources or supplemental contracts to obtain these same or similar services. The City may re-solicit for new additions to the Consultant pool. Use of such supplemental contracts does not limit the right of the City to terminate existing contracts for convenience or cause.

**7.15 Expansion clause**

The contract limits expansion of scope and new work not expressly provided for within the RFP/RFQ.

Expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with the following:

(a) New Work is not reasonable to solicit separately

(b) is for reasonable purpose

(c) was not reasonably known by the City or Consultant at time of solicitation or was mentioned as a possibility in the solicitation (i.e. future phases of work, or a change in law)

(d) is not significant enough to be regarded as an independent body of work

(e) would not attract a different field of competition

(f) does not change the identity or purpose of the Agreement

The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not subject to these limitations, such as additional phases of Work anticipated during solicitation, time extensions, and Work Orders issued on an On-Call contract. Expansion must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

The City reserves the right to independently solicit and award any New Work to another firm when deemed appropriate or required by City policy.

## 7.16 Effective dates of offer

Solicitation responses are valid until the City completes award. Should any Proposer object to this condition, the Proposer must object prior to the Q&A deadline on page 1.

## 7.17 Cost of preparing proposals

The City is not liable for costs incurred by the Proposer to prepare, submit, and present proposals, interviews and/or demonstrations.

**7.18 Readability**

The City’s ability to evaluate proposals is influenced by the organization, detail, comprehensive material, and readable format of the response.

**7.19 Changes or corrections to proposal submittal**

Prior to the submittal due date, a Consultant may change its proposal, if initialed and dated by the Consultant. No changes are allowed after the closing date and time.

## 7.20 Errors in proposals

Proposers are responsible for errors and omissions in their proposals. No error or omission shall diminish the Proposer’s obligations to the City.

**7.21 Withdrawal of proposal**

A submittal may be withdrawn by written request of the submitter.

## 7.22 Rejection of proposals

The City may reject any or all proposals with no penalty. The City may waive immaterial defects and minor irregularities in any submitted proposal.

## 7.23 Incorporation of RFP/RFQ and proposal in contract

This RFP/RFQ and Proposer’s response, including promises, warranties, commitments, and representations made in the successful proposal once accepted by the City, are binding, and incorporated by reference in the City’s contract with the Proposer.

**7.24 Independent contractor**

The Consultant works as an independent contractor. The City will provide appropriate contract management, but that does not constitute a supervisory relationship to the consultant. Consultant workers are prohibited from supervising City employees or from direct supervision by a City employee. Prohibited supervision tasks include conducting a City of Seattle Employee Performance Evaluation, preparing, and/or approving a City of Seattle timesheet, administering employee discipline, and similar supervisory actions.

The City will not provide space in City offices for performance of this work. Consultants will perform most work from their own office space or the field.

## 7.25 Equal benefits

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether Proposers provide health and benefits that are the same or equivalent to the domestic partners of employees as to spouses of employees, and of their dependents and family members. The Consultant Questionnaire requested in the Submittal instructions includes materials to designate your equal benefits status.

**Note to Project Manager:** This provision may change depending on the funding source of the project. For instance, if you have a Federal Transit Administration (FTA) funded project, Disadvantaged Business Enterprise (DBE) Requirements will apply in lieu of WMBE. Make sure you include all the appropriate requirements in your federally funded contracts.

**7.26 Women and Minority subcontracting**

The Mayor’s Executive Order and City ordinance require the maximum practicable opportunity for successful participation of minority and women-owned subcontracts. All proposers must agree to SMC Chapter 20.42, and seek meaningful subconsultant opportunities with WMBE firms. The City requires a plan for including minority- and women-owned firms, which becomes a material part of the contract. The Plan must be responsive in the opinion of the City, which means a meaningful and successful search and commitments to include WMBE firms for subcontracting work. They City reserves the right to improve the Plan with the winning Consultant before contract execution. Consultants should use selection methods and strategies sufficiently effective for successful WMBE participation. At City request, Consultants must furnish evidence such as copies of agreements with WMBE subconsultants either before contract execution or during contract performance. The winning Consultant must request written approval for changes to the Inclusion Plan once it is agreed upon. This includes changes to goals, subconsultant awards and efforts.

WMBE firms need not be state certified to meet the City's WMBE definition. The City defines WMBE firms as at least 51% (percent) owned by women and/or minority. To be recognized as a WMBE, register on the City’s [Online Business Directory](http://www.seattle.gov/city-purchasing-and-contracting/online-business-directory). Federally funded transportation projects require a Disadvantaged Business Enterprises (DBE) program; for that program, firms must be certified by the [Washington State Office of Minority and Women Business Enterprises (OMWBE)](http://www.omwbe.wa.gov/certification/certification_dbe.shtml).

## 7.27 Proprietary materials

## The State of Washington’s Public Records Act (Release/Disclosure of Public Records) Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City of Seattle are considered public records.  These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material.

The State of Washington’s Public Records Act requires that public records must be promptly disclosed by the City upon request unless that RCW or another Washington State statute specifically exempts records from disclosure.  Exemptions are narrow and explicit and are listed in Washington State Law (Reference RCW 42.56 and RCW 19.108).

Bidders/proposers must be familiar with the Washington State Public Records Act and the limits of record disclosure exemptions.  For more information, visit the Washington State Legislature’s website at <http://app.leg.wa.gov/rcw/default.aspx?cite=42.56>.

If you have any questions about disclosure of the records you submit with your bid, contact the Procurement Contact named in this document.

## Marking Your Records Exempt from Disclosure (Protected, Confidential, or Proprietary)

As mentioned above, all City of Seattle offices (“the City”) are required to promptly make public records available upon request.  However, under Washington State Law some records or portions of records are considered legally exempt from disclosure and can be withheld.  A list and description of records identified as exempt by the Public Records Act can be found in RCW 42.56 and RCW 19.108.

If you believe any of the records you are submitting to the City as part of your bid/proposal or contract work products, are exempt from disclosure you can request that they not be released before you receive notification.  To do so you must complete the City Non-Disclosure Request Form (“the Form”) provided by the City (see page 4 on the Consultant Questionnaire) and very clearly and specifically identify each record and the exemption(s) that may apply.  (If you are awarded a City contract, the same exemption designation will carry forward to the contract records.)

The City will not withhold materials from disclosure simply because you mark them with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected.  Do not identify an entire page as exempt unless each sentence is within the exemption scope; instead, identify paragraphs or sentences that meet the specific exemption criteria you cite on the Form.  Only the specific records or portions of records properly listed on the Form will be protected and withheld for notice.  All other records will be considered fully disclosable upon request.

If the City receives a public disclosure request for any records you have properly and specifically listed on the Form, the City will notify you in writing of the request and will postpone disclosure.  While it is not a legal obligation, the City, as a courtesy, will allow you up to ten business days to file a court injunction to prevent the City from releasing the records (reference RCW 42.56.540).  If you fail to obtain a Court order within the ten days, the City may release the documents.

The City will not assert an exemption from disclosure on your behalf.  If you believe a record(s) is exempt from disclosure you are obligated to clearly identify it as such on the Form and submit it with your solicitation.  Should a public record request be submitted to City Purchasing for that record(s), you can then seek an injunction under RCW 42.56 to prevent release.  By submitting a bid document, the bidder acknowledges this obligation; the proposer also acknowledges that the City will have no obligation or liability to the proposer if the records are disclosed.

## Requesting Disclosure of Public Records

The City asks bidders and their companies to refrain from requesting public disclosure of bids until an intention to award is announced.  This measure is intended to protect the integrity of the solicitation process particularly during the evaluation and selection process or in the event of a cancellation or re-solicitation.  With this preference stated, the City will continue to be responsive to all requests for disclosure of public records as required by State Law.  If you do wish to make a request for records, visit <https://www.seattle.gov/public-records/public-records-request-center>.

**7.28 Ethics code**

Familiarize yourself with the City Ethics code: <http://www.seattle.gov/ethics/etpub/et_home.htm>. For an in-depth explanation of the City’s Ethics Code for Contractors, Vendors, Customers and Clients, visit: <http://www.seattle.gov/ethics/etpub/faqcontractorexplan.htm>. Any questions should be addressed to Seattle Ethics and Elections Commission at 206-684-8500.

**No gifts and gratuities**

Consultants shall not directly or indirectly offer anything (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Consultant. An example of this is giving sporting event tickets to a City employee who is also on the evaluation team of a solicitation to which you submitted or intend to submit. The definition of what a “benefit” would be is broad and could include not only awarding a contract but also the administration of the contract or evaluating contract performance. The rule works both ways, as it also prohibits City employees from soliciting items from Consultants.

**Involvement of current and former City employees**

The Consultant Questionnaire within your submittal documents prompts you to disclose any current or former City employees, official or volunteer that is working or assisting on solicitation of City business or on completion of an awarded contract. Update that information during the contract.

**Contract workers with over 1,000 hours**

The Ethics Code applies to Consultant workers that perform over 1,000 cumulative hours on any City contract during any 12-month period. Any such employee must abide by the City Ethics Code. The Consultant is to be aware and familiar with the Ethics Code accordingly.

**No Conflict of Interest**

Consultant (including officer, director, trustee, partner or employee) must not have a business interest or a close family or domestic relationship with any City official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating Consultant performance. The City shall make sole determination as to compliance.

**Campaign contributions** (**Initiative Measure No. 122)**

Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least $250,000 in contracts with the City in the last two years or who has paid at least $5,000 in the last 12 months to lobby the City. See Initiative 122, or call the Ethics Director with questions.For questions about this measure, contact: Polly Grow, Seattle Ethics and Elections, 206-615-1248, or **polly.grow@seattle.gov**.

**7.29 Background checks and immigrant status**

The City has strict policies regarding the use of Background checks, criminal checks, immigrant status, and/or religious affiliation for contract workers. The policies are incorporated into the contract and available for viewing on-line at <http://www.seattle.gov/city-purchasing-and-contracting/social-equity/background-checks>.

**7.30 Investigation; On-Site Visit.**

The City reserves the right to:

1. Make inquiries from licensing authorities and consider information received
2. Visit a proposer’s and/or subservice provider’s office(s) or facilities to meet with personnel
3. Request clarifications or additional information to assist in its evaluation of a proposer

# Response Materials and Submittal

**Prepare your response as follows. Use the following format and provide all attachments. Failure to provide all information below on proper forms and in order requested, may cause the City to reject your response.**

1. **Mandatory - Consultant Questionnaire:**

Submit the following in your response, even if you sent one in to the City for previous solicitations.

<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/3ConsultantQuestionnaire.docx>

1. **Letter of interest (optional).**
2. **Proof of Legal Business Name (if applicable):**

Provide a certificate or documentation from the Secretary of State in which you incorporated that shows your company legal name. Many companies use a “Doing Business As” name or nickname in daily business; the City requires the legal name for your company. When preparing all forms below, use the proper company legal name. Your company’s legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State’s Office for each state. For the State of Washington, see [**http://www.secstate.wa.gov/corps/**](http://www.secstate.wa.gov/corps/)

1. **Mandatory – Minimum Qualifications:**

Provide up to 6 pages that lists each Minimum Qualification, and exactly how you achieve each minimum qualification. Remember that the determination you have achieved all the minimum qualifications is made from this page. The evaluation committee is not obligated to check references or search other materials to make this decision.

1. **Mandatory - Proposal Response**:

This document details the submittal requirements for your proposal response.

The following questions are grouped according to the Evaluation Criteria, which are defined in Section 9.2. Please restate each question before providing your response. In answering a question, you may refer to other documents and cite the page where the information may be found, rather than repeat it. If the answer to one question appears in your answer to another, you may refer to your other answer.

1. **Proposed Method of Performance (Testing and Reporting)**

Through the evaluation, the City is seeking a proposal that will provide all the necessary components of drug and alcohol testing and Fit for Duty Medical Examinations required by either law or City policy, including collection, testing, medical review services, reporting and consultation services. The proposer with the most comprehensive, responsive, and favorable package will receive the highest evaluation.

1. Name the primary service provider and any proposed subservice providers that will be involved in the delivery of services described in your proposal
2. Describe in general your proposed method of performing the required collection, testing, MRO and reporting services to the affected populations
3. Describe your method of establishing client service instructions/protocols and distributing that information to your network clinics and clinics outside your network that may be utilized
4. Describe the scientifically-valid random selection method(s) and procedures you will use to select employees to be randomly tested
5. Explain the procedures you will use to notify the City Drug Test Coordinator of the list of random names to be tested
6. Describe how the collection sites will comply with observed collections as required by DOT regulations.
7. Provide the name and address of testing laboratory(ies) and how the samples will be transported to them from the collection sites
8. Provide copies of all forms used, and describe your chain of custody procedures
9. Describe your specimen bottle, tamper-evident tape and bag, and how samples will be transported
10. Describe your turnaround time for:
11. drug test results; b) alcohol test results, and c) fit for duty results
12. Describe your method of reporting negative and positive results in a confidential manner from the laboratory to the MRO, and from the MRO to the City of Seattle’s representative
13. Describe the procedure to be used by the MRO to verify positive test results with the affected employee and communicate results to the authorized City representative and The Washington State Department of Licensing (DOL) (if required)
14. Describe the procedure to be used by the Breath Alcohol Technician (BAT) to confirm tests and communicate them to the affected employee and authorized City representative(s) and the DOL
15. Describe the software package you will be using to keep/store records and provide the City with required data/reports
16. Provide detailed description of the type of encryption protocols do you utilize, when transferring data, to maintain confidentially between your clinics; corporate; and the clients you serve
17. Provide sample reports you will provide to comply with DOT regulations
18. Describe your storage procedures for maintenance and computer file back up
19. Provide a sample litigation package that could be used in legal proceedings by the City of Seattle for all drug/alcohol collection and testing procedures, including recordkeeping, and reporting
20. State the number of instances the proposer has been involved in proceedings involving a legal challenge to drug and alcohol testing. Describe the nature of each challenge, the role of the proposer in such proceedings and the outcome thereof
21. Describe/list any other consultation services you can provide
22. **Accessibility**

Accessibility of the proposer is important. The City will evaluate the proposers based on availability of proposer’s clinics or any proposed subservice clinics; locations, hours of operation; parking, 24 hour and mobility service.

1. List your collection sites or networked collection sites, their locations, and their proximity to City of Seattle work locations. (See Attachment A, City of Seattle Work Locations)
2. Provide hours of operation of the collection and testing facilities. If collection and testing facilities are not open 24 hours a day, describe how you propose to conduct required testing for Fit for Duty, Reasonable Suspicion, and Post Accident after normal business hours
3. Do you have mobile collection services? How do you propose /intend that they be used?
4. Describe how you will respond to the City’s requirement for: Fit for Duty Medical Examinations conducted by an occupational medical physician on a 24/7 basis for each work location listed in attachment A, and your reporting procedures for each location
5. Describe the parking facilities at each of your collection site locations
6. **Experience**

Experience of the proposer is very important. The City will evaluate proposers based on the years of successful experience in providing the services requested by the City in this proposal.

1. State the years and types of experience that the proposer and any proposed subservice providers have had in providing the services in your proposal
2. State the number and percentage of invalid urine and drug tests that have been performed by your laboratory or contracted laboratories in calendar years 2015, 2016, and 2017 to date and the reasons the tests were found to be invalid
3. State the number and percentage of invalid urine and drug tests that have been collected by all facilities & subservice providers listed for City employee use in calendar years 2015, 2016, and 2017 to date and the reasons the tests were found to be invalid
4. For tests canceled because of collector/BAT error, state totals for the above-referenced years by collection site. Describe the collector retraining that took place. If the collection sites are subservice providers, describe the service provider’s verification process to ensure collector retraining was performed in accordance with DOT regulations
5. State the years of experience the MRO has with interpretation of laboratory data related to substance abuse
6. Provide the names, addresses and telephone numbers of the contracting agency for any previous or current contracts for services that are similar or identical to those contemplated for in this proposed contract in the past ten years
7. Provide the names and telephone numbers of any agency that has terminated your contract
8. Describe your experience in conducting Fit for Duty Medical Examinations that are similar to the City’s policy
9. **Qualifications**

The federal regulations specify in detail the required qualifications of the personnel and testing procedures for this program. The City is seeking a service provider that meets or exceeds those requirements. In addition, the City will evaluate the ability, capability, and skills of the proposer to perform/provide the services required; the quality of the proposer’s performance on prior contracts; the character, integrity, reputation, judgment, and efficiency of the proposer; the management experience and understanding of the required work and services; and finally, the proposer’s compliance with laws relating to alcohol and drug testing.

1. Provide the resumes of staff who perform drug and alcohol testing and other related professional services, i.e., their qualifications, capabilities, experience (including years of experience in drug and alcohol testing), and appropriate certificates and licenses
2. Provide evidence that couriers are trained in required chain-of-custody sequence/specimen receipt
3. Provide documented training for staff personnel on HIPPA, the handling of Personally identifiable information and other confidential material staff may come into contact with
4. Describe how you will conduct, initial and ongoing client service instruction/protocol training for current and new clinic employees
5. Provide the name(s) of the proposed MRO(s) and background information and evidence that the MRO meets the requirements defined in DOT regulations
6. Provide the names and telephone numbers of three client references for the proposer and each subservice provider who can be readily contacted and have utilized the services you are proposing to the City
7. Describe your facilities and provide resumes of your occupational medical staff who would conduct Fit for Duty Medical Examinations
8. **Cost and Pricing**

Cost is important, but not the single most important criterion.

Provide a fully-loaded hourly rate, including a breakdown of the total number of hours to complete the Work and a firm fixed price based on the Scope of Work and deliverables provided in the solicitation. Costs shall include all direct, indirect, and overhead expenses, including travel and lodging expenses and any other allowable reimbursable costs incurred by the Consultant to perform the Work. (Form 1)

Do not include contingency or assumptions in your cost proposal. Instead, you may include a separate breakdown for out-of-scope costs, including scope of work, hours, and any assumptions for the City to consider in your proposal.

The City may request additional clarification or a breakdown of the hours and costs with the top-ranking proposers.

1. **Customer Service**

Customer Service is very important to the City and its employees. Please respond to the following questions:

1. What is the average “wait” time for drug and alcohol testing?
2. Have you surveyed customers who use your collection sites? If so, what were the results?
3. What other means do you use to measure customer satisfaction?
4. What information/documentation would you provide during a quarterly and annual stewardship meeting?
5. What are your performance matrix and how is that communicated to your client?
6. How accessible is your MRO to the City’s Drug Test Staff?
7. **Submittal Checklist:**

**Your response should be packaged with each of the following. This list assists with quality control before submittal of your final package. Addenda may change this list; check any final instructions:**

1. Mandatory – Consultant Questionnaire.
2. Mandatory – Proof of Legal Business Name
3. Mandatory – Minimum Qualifications Sheet
4. Mandatory – Proposal Response (see Proposal Response Section, above).
5. Mandatory – Cost and Pricing (Form 1)
6. Optional – Insurance Requirements Transmittal Form (Paragraph 10.7) must have form before contract execution.
7. Optional – Letter of Interest. Consultant may include a Letter of Interest no longer than a single 8.5” x 11”page. However, since this is optional, the City does not guarantee it will be read and it will not be counted in the page limits, evaluation or scoring.

# Selection Process.

**9.1 Initial Screening**

The City will review responses for responsiveness and responsibility. Those found responsive and responsible based on an initial review shall proceed to Step 2. Equal Benefits, Minimum Qualifications, an Inclusion Plan, satisfactory financial responsibility and other elements are screened in this Step. A significant failure to perform on past City projects may also be considered in determining the responsibility of a firm.

**9.2 Proposal Evaluation**

The City will evaluate proposals using the criteria below. Responses will be evaluated, scored and ranked.

**Evaluation Criteria:**

**Evaluation Criteria Maximum Score**

**Proposed Method of Performance (Testing and reporting) 400**

**Accessibility 500**

**Experience 100**

**Expertise and Qualifications 100**

**Cost and Pricing 400**

**Customer Service 500**

 **TOTAL 2000**

**9.3 Interviews**

The City may interview top ranked firms from the proposal evaluation. If interviews are conducted, the City shall determine rankings of firms, using the combined results of interviews and proposal submittals. Consultants invited to interview are to bring the assigned key person(s) named by the Consultant in the Proposal, and may bring other key personnel named in the Proposal. The Consultant shall not bring individuals who do not work for the Consultant or are not on the project team without advance authorization by the Procurement Contact.

**9.4 References**

The City may contact one or more references. The City may use references named or not named by the Proposer. The City may also consider the results of performance evaluations issued by the City on past projects.

**9.5 Selection**

The City shall select the highest ranked Proposer(s) for award including written proposal and the interview (If applicable). The City reserves the right to make a final selection based on the combined results and/or the consensus of the Consultant Evaluation Committee.

* 1. **Contract negotiations**

The City may negotiate elements of the proposal as required to best meet the needs of the City, with the apparent successful Proposer. The City may negotiate any aspect of the proposal or the solicitation. The City does not intend to negotiate the base contract, which has been attached (See Attachments).

* 1. **Right to award to next ranked consultant**

If a contract is executed resulting from this solicitation and is terminated within 90-days, the City may return to the solicitation process to award to the next highest ranked responsive Consultant by agreement with such Consultant.  New awards thereafter are also extended this right.

* 1. **Repeat of evaluation**

If no Consultant is selected after completion of all the steps, the City may return to any step in the process to repeat the evaluation with those proposals active at that step. The City shall then sequentially step through all remaining steps as if conducting a new evaluation process. The City reserves the right to terminate the process if no proposals meet its requirements.

# Award and contract execution

The Procurement Contact will provide timely notice of an intent to award to all Consultants responding to the Solicitation.

**10.1 Protests**

Interested parties that wish to protest any aspect of this RFP selection process shall provide written notice to the Procurement Contact. Note the City shall notify Federal Transit Administration if protesting a solicitation for contracts with FTA funds.

**10.2 Protests – City Purchasing and Contracting Services**

The City has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this process. See the City website at <http://www.seattle.gov/city-purchasing-and-contracting/solicitation-and-selection-protest-protocols> . Interested parties have the obligation to know of and understand these rules, and to seek clarification from the City. Note there are time limits on protests, and submitters have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner.

**10.3 Limited debriefs**

The City issues results and award decisions to all bidders. The City provides debriefing on a limited basis for allowing bidders to understand how they may improve in future bidding opportunities.

**10.4 Instructions to the Apparently Successful Consultant(s)**

The Apparently Successful Consultant(s) will receive an Intent to Award Letter from the Procurement Contact after award decisions are made by the City. The Letter will include instructions for final submittals due prior to execution of the contract.

Once the City has finalized and issued the contract for signature, the Consultant must execute the contract and provide all requested documents within ten (10) business days. This includes attaining a Seattle Business License, payment of associated taxes due, and providing proof of insurance. If the Consultant fails to execute the contract with all documents within the ten (10) day period, the City may cancel the award and proceed to the next ranked Consultant, or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract as attached may disqualify the firm from future solicitations for this same work.

**10.5 Checklist of requirements prior to award**

The Consultant(s) should anticipate the Letter will require at least the following. Consultants are encouraged to prepare these documents when possible, to eliminate risks of late compliance.

* Seattle Business License is current and all taxes due have been paid
* State of Washington Business License.
* Evidence of Insurance (if required)
* Special Licenses (if any)

**10.6 Taxpayer Identification Number and W-9**

Unless the Consultant has already submitted a Taxpayer Identification Number and Certification Request Form (W-9) to the City, the Consultant must execute and submit this form prior to the contract execution date.

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

**10.7 Insurance requirements**

Any special insurance requirements are provided as an Attachment. If attached, provide proof of insurance and additional insured endorsement policy language to the City before Contract execution. The apparent successful Proposer must promptly provide proof of insurance to the City upon receipt of the notice of intent to award. (Attachment C)

Consultants are encouraged to immediately contact their Broker to begin preparation of the required insurance documents, if the Consultant is selected as a finalist. Proposers may elect to provide the requested insurance documents within their Proposal.

* Proof of insurance is required as shown in Attachment C. Below is the hyperlink for the form for insurance information.

<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/5InsuranceTransmittalForm.docx>

Attachment A

**WORK LOCATIONS FOR CITY OF SEATTLE EMPLOYEES SUBJECT TO DOT DRUG AND ALCOHOL TESTING:**

|  |  |  |
| --- | --- | --- |
| **#** | **Location Name** | **Address** |
| 9 | Boundary Hydroelectric Project | 10382 Boundary Rd., Metaline Falls, WA 99153 |
| 14 | Cedar Falls Watershed | 19901 Cedar Falls Rd. S.E., North Bend, WA 98045  |
| 90 | Charles Street Complex | 714 S. Charles, Seattle, WA 98134 |
| 32 | Charles Street Complex | 1010 8th Ave S Seattle, WA 98134 |
| 35 | Haller Lake Shop | 12645 Ashworth Ave. N., Seattle, WA 98133  |
| 30 | Haller Lake Facility | 12600 Stone Ave N Seattle, WA 98133 |
| 24 | Horticulture Crew Quarters  | 1600 S Dakota St, Seattle 98108 |
| 15 | Kent Landfill | 23706 Military Rd. S., Kent, WA 98131  |
| 18 | Landsberg Treatment Plant | 28700 S.E. 252nd, Maple Valley, WA 98035 |
| 13 | NC/NW Crew Quarters | 8061 Densmore Ave N, Seattle 98103 |
| 16 | SE/SC Crew Quarters | 4420 S Genesee St, Seattle 98118 |
| 14 | SW Crew Quarters | 7367 47th Ave SW, Seattle 98136 |
| 14 | CW/CD Crew Quarters | 1403 W Howe St, Seattle 98119 |
| 160 | North Service Center  | 1300 N. 97th, Seattle, WA 98103 |
| 35 | North Operations Center | 1318 N 128th St; Seattle 98133 |
| 22 | North Transfer Station | 1350 N. 34th , Seattle, WA 98103 |
| 16 | Operations Control Center | 2700 Airport Way S., Seattle, WA 98214 |
| 1 | Seattle Fire Dept. Headquarters | 301 2nd Ave. S., Seattle, WA 98104  |
| 10 | Seattle Justice Center | 600 5th Ave., Seattle, WA 98104 |
| 12 | Skagit Hydroelectric Project (USCG) | 500 Newhalem St, Newhalem, WA 99283 |
| 25 | Skagit Hydroelectric Project(CDL) | 500 Newhalem St, Newhalem, WA 99283 |
| 217 | South Service Center  | 3613 4th Ave. S., Seattle, WA 98134  |
| 25 | South Transfer Station | 8100 2nd Ave. S., Seattle, WA 98108  |
| 10 | Tilt Treatment Plant | 40809 N.E. N. Fork Rd., Duvall, WA 98019  |
| 36 | Traffic Shop | 4200 Airport Way S., Seattle, WA 98108  |
| 115 | Airport Way Center | 2203 Airport Way S., Seattle, WA 98134 |
| 13 | West Seattle Street Maintenance Yard | 9200 8th Ave. S.W., Seattle, WA 98106  |
| 7 | West bridge Shops | 4209 West Marginal Way SW, Seattle, WA 98106 |
| 15 | Lake Youngs | 16205 Se Old Petrovisky Rd, Renton, WA 98058 |
| 847 | Approximate Total |   |

NOTE: All numbers are approximate and subject to change.

Revision Date: 11/15/02

**POLICY**

Replaces: 11/29/95

Authority: SMC 4.77.040 (Ord.117418)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Norma McKinney, Personnel Director

Attachment B

**CONDUCTING *URGENT* FIT FOR DUTY MEDICAL EXAMINATIONS**

This policy updates the revised In-service/Fit For Duty Examination Procedure, originally part of the June 1982 Pre-employment and In-service Examination Procedure.

Applies to all City employees in all positions

1. **The City expects employees to report for work each day as scheduled, and to be alert, rested and physically able to satisfactorily perform their work with reasonable skill and safety.**

Supervisors may consult with the City’s employee assistance program (EAP), Human Resources Representative (HR), Safety Staff, or ADA Coordinator as resources addressing work performance issues.

1. **The City will conduct a Fit For Duty (FFD) examination under the following circumstances.** An accident, injury\*, incident, or employee’s behavior, speech or appearance causes a supervisor to suspect a physical or psychological condition may be impairing an employee’s ability to satisfactorily perform work with reasonable skill or safety. \* If injury is involved requiring immediate medical treatment, medical treatment should supersede the FFD procedure.

(A non-urgent medical exam can be scheduled when an employee has a medical condition that is ongoing, long-term and non-urgent in nature.)

1. **A *FFD Exam* is a specific medical examination conducted by an occupational physician.**

The physician:

1. reviews unusual work behavior affecting the employee’s job performance as observed and documented by supervisory personnel;
2. evaluates the employee’s physical and psychological condition;
3. may refer the employee to his/her own physician or medical specialist, order laboratory tests, conduct breath alcohol and urine drug tests, or any other medical procedures the physician deems appropriate; and
4. determines the employee’s ability to satisfactorily perform his or her job with reasonable skill and safety.
5. **The City respects confidentiality during the exam process.**
6. **The City respects employee rights under collective bargaining agreements (Weingarten).**
7. **Citywide Safety Unit (Personnel Department) centrally manages this program in partnership with Department HR and Safety Staff.**

To ensure citywide consistency, the Citywide Safety Unit establishes policies and procedures, contracts with qualified vendors, conducts training, develops forms, processes billing, and guides and assists departments in this process.

1. **The Safety Unit pays for the costs of FFD exams from the Workers’ Compensation fund.**

**Effective Date: 6/15/98**

**PROCEDURE**

**Procedure:**

**CONDUCTING *URGENT* FIT FOR DUTY MEDICAL EXAMINATIONS**

|  |  |
| --- | --- |
| **Action by** | **Action** |
|  |  |
| *Supervisor* | 1. **Receives report of or observes** an accident, injury\*, incident, or employee’s behavior, speech, or appearance that causes the supervisor to suspect an employee’s physical or psychological condition may be impairing their ability to satisfactorily perform work with reasonable skill or safety. \*If injury is involved requiring immediate medical treatment, medical treatment should supersede the FFD procedure.
 |
|  | If receives report of behavior, **observes or confirms** the reported conduct **or** **investigates** the report before taking further action. |
|  | 1. **Takes** necessary action to prevent injury or harm to employee or others.
 |
|  | 1. **Secures** and **protects** any evidence of alcohol, drugs or drug use if found from destruction or contamination.
2. When possible, **contacts** management representative to validate observations.
 |
| *Second supervisor or manager* | 1. **Validates** or **invalidates** observations with first supervisor
 |
| *Supervisor* | 1. **Consults** with Human Resources Representative (HR), Safety Staff, or Citywide Safety Unit for assistance as appropriate.
 |
|  |  |
| *HR/Safety Staff* | 1. **Provides** advice and **answers** questions about the FFDpolicy and procedures or **responds** in person as necessary or requested.
 |
| *Supervisor* | 1. **Documents** observations on “*City of Seattle Behavior Observation Form”* and **includes** additional information if relevant or if this incident is part of a pattern of behavior.
 |
|  | 1. In the presence of a management witness, **meets** with employee and **presents** the “Behavior Observation Form” documenting the supervisor’s observations.
 |
|  | 9a) If the employee could receive discipline as a result of the incident, **arranges** for an opportunity for the employee to consult with the most readily available union representative (Weingarten). |
| *Employee* | 1. **Responds** to the presentation of the “Behavior Observation Form” by doing one of the following:
	1. **provides** explanation
	2. **provides** no response
	3. **refuses** to cooperate
	4. **admits** to substance abuse.
 |
| *Supervisor* | 1. **Documents** employee response and explanation if given, and may consult HR, and/or Citywide Safety for advice on how to proceed.
 |
| *Physician* | 1. **Evaluates** all information and **decides** if urgent Fit For Duty Medical Examination is warranted.

*If Fit For Duty Medical Examination is not warranted*, consults with Management, HR/Safety Staff to decide what further action is appropriate.***Note:*** If the employee’s explanation establishes or relates to a long term non-urgent medical condition which prevents the employee from performing his/her job, **consults** with Department ADA Coordinator.1. *If decision is to conduct Fit For Duty Medical Examination*, (See Supervisor TSK 150, step 7) **contacts** City Safety Unit 206-684-7959 or 206-605-4324 (24/7 cell).
2. **Ensures** Safety Staff has contacted the contracted occupational medicine provider to advise of the Fit For Duty Medical Examination and **receives** instructions as to which medical facility to transport the employee to for the Fit for Duty Exam.
3. **Transports** employee to medical facility as instructed or **arranges** for HR/Safety Staff to assist in transportation.
4. **Completes** medical examination and appropriate medical procedures as necessary and
5. **Determines** whether employee is able to perform his/her job with reasonable skill and safety.
6. **Completes** the *HealthCare Professionals Findings and Recommendations* form and **returns** all original forms to the supervisor.
 |
| *Supervisor* | 1. **Transports** or **arranges** for transportation back to the worksite and **informs** Department HR/safety staff of examination results.
2. **Sends** copies of all documents to Department HR/safety staff and **FAX’s** copies of all documents within 24 hours to the Citywide Safety Unit 206-470-6841.
3. **Informs** employee that an HR representative will contact him/her with further instructions.
 |

Attachment C

 **Consultant Contract** RISK MANAGEMENT CHECKLIST **ED 2-24-17**

ONLY SEND HIGH RISK CHECK BOXES TO RISK MANAGEMENT

**CONTRACT** NAME: Drug & Alcohol Testing and Fit for Duty Medical Examinations

**CONSULTANT** NAME: TBD

**DEPARTMENTAL** CONTACT: Carlin Allen

**DEPT**/DIV:SDHR **TEL** EXT: 684-7959

**SUMMARY** OF SCOPE OF WORK: The consultant will develop and administer drug and alcohol and medical examination services for the

**CONTINUE** ON PAGE 3 IF NECESSARY

City of Seattle.

**ONE** BOX BELOW MUST BE CHECKED FOR EACH RISK ELEMENT – DO NOT LEAVE ALL FOUR BOXES UNCHECKED

 LOW MEDIUM MEDIUM HIGH HIGH EMAIL TO RISK MANAGEMENT\*

**RISK** ELEMENT

Attach Scope of Work for complex proj, Professional Service, IT, Money Access

**CONTRACT** VALUE

**UP TO $50K**

**$50K-$500K**

**$500K-$1M**

**$1M**

**MOTOR** VEHICLES

**None used\***

**Autos\*/Small Trucks**

**Large Trucks**

**Cranes/Heavy Equipment**

**\*Check “MEDIUM” or higher if Consultant must use their own vehicle to complete *any* part of the Scope of Work**

**AIRCRAFT**

**None/Commercial**

**Chartered Fixed-Wing**

**Chartered Helicopter**

**Non-Professional Pilot**

**WATERCRAFT**

**None**

**<26FT X-NW\***

**46-65FT or Incl NW**

**NW Incl DIVERS**

**\*NW = NAVIGABLE WATERWAYS -** [**http://your.kingcounty.gov/dnrp/library/water-and-land/shorelines/map-folio/technical-appendix/wdnr-navigable-waters-map.pdf**](http://your.kingcounty.gov/dnrp/library/water-and-land/shorelines/map-folio/technical-appendix/wdnr-navigable-waters-map.pdf)

**MARITIME** WC

**None in NW**

**NW X- Divers**

**NW Incl Divers**

**ENVIRONMENTAL**

**No RCRA levels\***

**Some RCRA level**

**Truckload RCRA level**

**Multi-truckload RCRA**

**\* The Resource Conservation and Recovery Act (1978)** [**http://dnr.wi.gov/org/aw/rr/cleanup/haz\_waste\_docs/hazwaste\_ppt.pdf**](http://dnr.wi.gov/org/aw/rr/cleanup/haz_waste_docs/hazwaste_ppt.pdf)

**PROFESSIONAL**

**SERVICES**\*

**None**

**Any Prof Services listed below**

**\*Architectural/engineering (A/E),** environmental, geotechnical, real estate, medical, laboratory, surveying, mapping, Construction Management/Administration

(CM/CA) or high-level Technical/Strategic Management Consulting

***NEW*: IF A/E CONTRACT, PROVIDE TOTAL PROJECT COST, INCLUDING ALL PHASES & ALL PACKAGES:**

**POTENTIAL**

**None**

**<$100K**

**$100K - $1M**

**>$1M**

**FINANCIAL LOSS (For example, total liability and remedy from potential major failure or error by consultant. Call Risk Mngt if questions.)**

**IT/Technology/SAAS**

**N/A**

**Off-the-shelf,**

**No security issues**

**Any other IT/Cyber, incl. access to**

**sensitive City or customer data, PII**

**ACCESS to MONEY,**

**None**

**OR CREDIT CARD # OR BANK ACCOUNTS**

**Any ACCESS to cash, credit card or**

**bank account data**

**Instructions:**

**Send** ONLY Checklists with a HIGH Risk Element box checked to Risk Management for review and sign-off. When sign-off received, transfer any additional coverages and/or limits requirements to the Insurance Transmittal Form <http://inweb/riskmanagement/docs/ConsultantContractInsRequirements.docx> and attach to Consultant Contract.

**\*FAS Risk Management contact**: Sheila Barker (Sheila.Barker@seattle.gov) or Keith Ayling (Keith.Ayling@seattle.gov)

 **If** all boxes checked **LOW**, check “**No Insurance Documentation Required**” box on next page and in Consultant Contract.

 **If one or more boxes checked** MEDIUM or MEDIUM HIGH, but no HIGH and no items below are met, check “**Standard Insurance**.”

**If any trigger below is met, check box on next page: “NON-STANDARD**” AND

 **If** “**AIRCRAFT**” Risk Element box checked MEDIUM or MEDIUM HIGH, check “**Aviation Liability**” box on next page with minimum

 $1,000,000 limit for MEDIUM or $5,000,000 for MEDIUM HIGH.

 **If** “**WATERCRAFT”** Risk Element box checked MEDIUM HIGH, check “**Watercraft/P&I Liability**” box on next page with minimum

 $1,000,000 limit.

 **If** “**MARITIME** WC” Risk Element box checked MEDIUM HIGH, check “**Federal Maritime**” and then “**U.S. L.& H.**” boxes under “**Federal**

 **Maritime**” on next page.

 **If** “**ENVIRONMENTAL”** Risk Element box checked MEDIUM or MEDIUM HIGH, check “**Contractor’s Pollution Liability”** insurance with

minimum $1,000,000 limit and also check “**Automobile Liability”** for “**MSC-90 and CA 99 48** endorsements.”

**INSURANCE** CERTIFICATION REQUIRED (STANDARD INSURANCE in Blue)

**Standard Insurance Required**, however **No Insurance Documentation** must be submitted: Check appropriate box in insurance paragraph of Consultant Contract

**STANDARD** Insurance: Attach Insurance Transmittal form to Consultant Contract

 **NON-STANDARD** ADDITIONAL COVERAGES OR INCREASED LIMITS: Attach Insurance Transmittal form to Consultant Contract with additional coverages and/or limits as per instructions or as may be specified by Risk Management.

**REQUIRED** COVERAGES AND MINIMUM LIMITS **(STANDARD INSURANCE in blue; ADDITIONAL COVERAGES AND/OR INCREASED LIMITS OF LIABILITY in red.)**

1. **STANDARD INSURANCE REQUIRED:**

** Commercial General Liability (CGL)** or equivalent insurance including coverage for: Premises/Operations, Products/Completed Operations, Personal/Advertising Injury

Contractual and Stop Gap/Employers Liability (coverage may be provided under a separate policy). Minimum limit of

liability shall be $ 1,000,000 each occurrence Combined Single Limit bodily injury and property damage (“CSL”) except:

* $ 1,000,000 each offense Personal/Advertising Injury
* $ 1,000,000 each accident/disease Stop Gap/Employers Liability.

** Automobile Liability** insurance for owned, non-owned, leased or hired vehicles, as applicable. The minimum

limits shall be $1,000,000 CSL. MSC-90 and CA 99 48 endorsements required unless In-transit Pollution coverage MSC-90 and CA 99 48 endorsements required unless In-transit Pollution coverage is covered under required Contractor’s Pollution Liability insurance.

** Worker's Compensation** insurance for Washington State as required by Title 51 RCW Industrial Insurance.

1. **ADDITIONAL COVERAGES AND/OR INCREASED LIMITS:**

**Umbrella or Excess Liability** “follow form” insurance over primary CGL and Automobile Liability insurance limits, if necessary, to provide **total** minimum limits of liability of $2,000,000 or $ CSL. These required total minimum limits of liability may be satisfied with primary limits or any combination of primary and umbrella/excess limits.

**Contractor’s Pollution Liability** insurance with minimum limits of liability of $1,000,000 or $ CSL each claim.

**Aviation Liability** insurance with minimum limits of $1,000,000 or $ CSL each occurrence. **Watercraft/P&I Liability** insurance with minimum limits of $1,000,000 or $ CSL each occurrence. **Federal Maritime** insurance with:

**U.S.L.&H.** minimum limits $1,000,000 or $ .

**Jones Act** minimum limits $1,000,000 or $ .

 **Professional Liability (E&O/Technical E&O)** insurance appropriate to the consultant’s profession. The minimum limit

shall be $1,000,000 or $ each claim.

**Crime Insurance/Employee Dishonesty** with minimum limits $1,000,000 or $ per occurrence.

**Technology E&O Insurance** with minimum limits $1,000,000 or $ each claim.

 **Network Security/Cyber Liability (Cyber Protection)** with minimum limits  $1,000,000 or $ each wrongful act.

**Other:** (to be provided by Risk Management)

 Carlin Allen

 Name of individual completing this form 9/12/2017

 **REQUIRED FIELD** Date

 Sheila Barker 9/12/2017

 **Risk Management Sign-off** Date

 **NOT REQUIRED FOR STANDARD INSURANCE ONLY**

Form 1

Cost and Pricing

|  |  |  |
| --- | --- | --- |
| ITEM | DESCRIPTION | UNIT PRICE |
| 1 | **DOT Drug Tests**: (SAMHSA test panel) Bundled cost (collection, lab, MRO) | $ |
| 2 | **DOT Alcohol Tests**: (EBT Test) Bundled cost | $ |
| 3 | DOT Collection Fees (if unbundled) |  |
|  |  - Urine | $ |
|  |  - Breath | $ |
| 4 | DOT Test Analysis (if unbundled) |  |
|  |  - Urine | $ |
|  |  - Breath | $ |
| 5 | MRO Function (if unbundled) |  |
|  |  - MRO Review | $ |
| 6 | **Specimen Storage** (if unbundled) | $ |
| 7 | **Record Keeping** (if unbundled) | $ |
| 8 | **Litigation Package** | $ |
| 9 | **Random Selection Fee** (indicate if fee is monthly, quarterly etc.) | $ |
| 10 | **Mobile/On-Site Collection Fees** |  |
|  |  - Urine | $ |
|  |  - Breath | $ |
| 11 | **“Out of area” Urine Specimen Collection Fee** | $ |
| 12 | **“Observed “ Collection Fee** | $ |
| 1 | **Non-SAMHSA Drug Tests** (SAMHSA look-alike) (Preemployment) | $ |
| 2 | **Non-SAMHSA Drug Tests** (Professional Panel) (Fit for Duty Drug Tests) | $ |
| 3 | **Fit For Duty Medical Examinations** (Seattle area business hours – specify hours) | $ |
| 4 | **Fit for Duty Medical Examination** (Seattle area after hours & weekends) | $ |
| 5 | **Fit For Duty Medical Examinations** (Remote worksite locations) | $ |

**CONSULTATION PROFESSIONAL FEES**

Certified Medical Review Officer (MRO) $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_/hour

Occupational Physician M.D. $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_/hour

Nurse (Registered) $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_/hour

Nurse’s Aide $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_/hour

Certified Breath Alcohol Technician (BAT) $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_/hour

Certified Drug Collection Specialist $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_/hour

Other (Specify) $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_/hour

Other (Specify) $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_/hour