



SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
PURCHASING DEPARTMENT

525 N. Main, Suite 823 ~ Wichita, KS 67203

Phone: 316 660-7255 Fax: 316 383-7055

<http://www.sedgwickcounty.org/finance/purchasing.asp>

REQUEST FOR PROPOSAL
#17-0007
ON CALL LABORATORY SERVICES
EMPLOYEE DRUG TESTING

January 10, 2017

Sedgwick County is seeking a firm to provide On-Call Laboratory Services for the purpose of obtaining pre-employment, post accident, random, reasonable suspicion, and Department of Transportation employee drug testing. If you are interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Proposal.

Carefully review this Request for Proposal. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit (1) one original and (2) two electronic copies (USB Drive) of the entire document and return to the Sedgwick County Purchasing Division, 525 N. Main, Suite 823, Wichita, Kansas 67203 with any supplementary materials **NO LATER THAN 1:45 p.m. CST, Tuesday February 7, 2017**. Proposals must be sealed in an envelope and marked with the firm's name and address, proposal number, proposal opening date, and proposal opening time. Late responses will not be accepted and will not receive award consideration. The time clock stamp in the Purchasing Department will determine the time of receipt.

All contact concerning this solicitation shall be made through the Division of Purchasing. Proposers shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications concerns shall be submitted to the Division of Purchasing in writing. Failure to comply with these guidelines may disqualify the Proposer's response.

Sincerely,

Kristen McGovern
Senior Purchasing Agent

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A. Purpose and Objectives

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 508,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas' counties. Organizationally, the County is a Commission/Manager entity, employs nearly 2,800 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

Sedgwick County, Kansas (hereinafter referred to as "County"), is seeking a firm to provide On-Call Laboratory Services for the purpose of obtaining pre-employment, post accident, random, reasonable suspicion, and Department of Transportation employee drug testing.

The County has identified the following objectives for the On-Call Laboratory Services described herein:

1. Acquire On-Call Laboratory Services meeting the parameters, conditions and mandatory requirements presented in this document.
2. Acquire On-Call Laboratory Services with the most advantageous overall methodology and cost to the County.
3. Establish contract pricing with the vendor that has the best proven "track-record" in performance, service and customer satisfaction.

B. Submittals

Carefully review this Request for Proposal. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) original and two (2) electronic copies (USB Drive) of the entire document with any supplementary materials to:

Kristen McGovern
Sedgwick County Purchasing Department
525 N. Main, Suite 823
Wichita, KS 67203

SUBMITTALS are due NO LATER THAN 1:45 p.m. CST, TUESDAY February 7, 2017. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Proposal responses will be acknowledged and read into record at proposal opening which will occur at 2:00 p.m. CST, on the due date. No information other than the respondent's name will be disclosed at proposal opening.

C. Questions and Clarifications

Any questions regarding this document must be submitted in writing to Kristen McGovern at by 3:00 p.m. (CST) Thursday, January 26, 2017. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at www.sedgwickcounty.org/purchasing, under online services; current RFPs/RFQs; to the right of the RFP number by 5:00 p.m. (CST) Tuesday January 31, 2017.

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

D. About this Document

This document is a Request for Proposal. It differs from a Request for Bid or Quotation in that the county is seeking a solution, as described on the cover page and in the following Background Information section, not a bid or quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. As

defined in Charter Resolution No. 65, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the County. Criteria that will be used and considered in evaluation for award are set forth in this document. The county will thoroughly review all proposals received. The county will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. **Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service(s) and/or product(s) which best meets its required needs, quality levels and budget constraints.**

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

E. Background

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 508,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas' counties. Organizationally, the county is a Commission/Manager entity, employs nearly 2,800 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

F. Requirements and Scope of Work

Items listed in this section are requirements to completion of services under this contract. Requirements are provided to assist proposers in understanding the objectives of the County and submitting a thorough response.

The successful proposer will provide on-call laboratory services that meet or exceed the following requirements:

1. Perform Drug and Alcohol Testing/Screening for the following circumstances:
 - a. Pre-Employment/Post-Offer
 - b. Post-Accident
 - c. Random
 - d. Reasonable Suspicion
 - e. Department of Transportation (DOT)
2. Perform the following testing/screening types:
 - a. Urine
 - b. Breath (Ethanol only)
 - c. Blood
 - d. Saliva
3. Provide testing as requested for the National Institute on Drug Abuse (NIDA) 5:
 - a. Cannabinoids (Marijuana, Hash)
 - b. Cocaine (Cocaine, Crack, Benzoyllecognine)
 - c. Amphetamines (Amphetamines, Methamphetamines, Speed)
 - d. Opiates (Heroin, Opium, Codeine, Morphine)
 - e. Phencyclidine (PCP)
4. Provide expanded testing as requested to include but not limited to:
 - a. Barbiturates (Phenobarbital, Secobarbital, Butalbital)
 - b. Hydrocodone (Loritab, Vicodin)
 - c. Methaqualone (Qualuudes)

- d. Benzodiazepines (Valium, Xanax, Librium, Serax, Rohypnol)
 - e. Methadone
 - f. Propoxyphene (Darvon compounds)
 - g. Ethanol (Alcohol)
 - h. MDMA (Ecstasy)
 - i. Hydromorphone (Morphine)
5. Provide random DOT urine drug screening.
 - a. Notify County Public Works Contract Manager of randomly selected employees.
 - b. Conduct urine testing on all selected.
 - c. Conduct Breath testing on half of all selected (randomly selected by vendor).
 6. Provide daily business/after hours (as requested) testing services.
 - a. Minimum daily business hours are defined as Monday-Friday, 8:00a-5:00p – No County defined holidays.
 - b. After hours are defined as any time outside of daily business hours.
 - c. The County will make payment based on normal business hours provided by vendor during solicitation review.
 7. Provide a clean, secure facility to conduct testing.
 8. Provide secure electronic results through a password secure website to requesting department within one hour of testing completion.
 9. Provide trained staff to conduct testing.
 10. Provide a Medical Review Officer for the purpose of verifying results, notification/consultation with donor on positive test results.
 11. Invoice each department once per month for all testing performed. Clearly print on invoices the following:
 - a. Department Name
 - b. Department Address
 - c. Departments eight (8) digit fund/cost center (if available)
 - d. Purchase Order Number (if applicable)
 - e. Description of Test Performed
 - f. Name of Individual Tested
 - g. Quantity Ordered
 - h. County Unit Price
 - i. County Extended Price

Desired Requirement:

1. Obtain subcontracted laboratory services for out of town prospective/current employees.

G. Sedgwick County's Responsibilities:

- Provide, in advance, the name(s) of the individual and type of test (i.e. pre-employment, random, etc) to be performed.
- Provide timely payment of undisputed invoices in ACH form.
- Provide information, as legally allowed, in possession of the County, which relates to the County's requirements or which is relevant to this project.
- Designate a person to act as the County Contract Manager with respect to the work to be performed under this contract.
- Designate a person to act as the County Public Works Contract Manager with respect to the work to be performed under the DOT regulations.

- Provide a list annually of all Public Works employees eligible for DOT testing.

H. Tentative Time Line

The following dates are provided for information purposes and are subject to change without notice. Contact Kristen McGovern, Purchasing Department at (316) 660-7258 to confirm any or all dates.

Distribution of Request for Proposal to interested parties	January 10, 2017
Clarification, Information and Questions submitted in writing by 3:00 p.m. (CDT)	January 26, 2017
Addendum Issued in writing by 5:00 p.m. (CDT)	January 31, 2017
Sealed Proposal due before 1:45 p.m. (CDT)	February 7, 2017
Evaluation Period	February 8-21, 2017
Board of Bids and Contracts Recommendation	February 23 2017
Board of County Commission Award	March 1, 2017

I. Selection Criteria

The selection process will be based on the responses to this solicitation document. Proposals will be screened by a review committee. This committee may select a limited number of prospective vendors to short-list for interview.

The County will judge each response on the following criteria (listed in no particular order):

- Meeting or exceeding all solicitation conditions and instructions as outlined herein to include clarity, completeness, and comprehensiveness of the response.
- Ability to meet or exceed all requirements and scope of work.
- Proven ability to provide high quality service.
- Qualifications and expertise.
- The most advantageous and prudent methodology and costs as determined by the County.

Any final negotiations for services and terms and conditions will be based, in part, on the Vendor’s method of providing the service and the fee schedule achieved through discussions and agreement with the County’s review committee. The County is under no obligation to accept the lowest priced proposal and reserves the right to further negotiate services and costs that are proposed. The County also reserves the sole right to recommend for award the proposal and plan that it deems to be in its best interest.

J. Proposal Content and Format

Proposal(s) should be organized in the following format and information sequence:

1. Firms complete name and address/addresses.
2. Description of firm to include but not limited to:
 - a. Brief history
 - b. Qualifications
 - c. Experience
 - d. Normal Hours of Operation for each site. (County Contract Manager shall approve any adjustments to Normal Hours of Operation subsequent to contract award.)*
 - e. Expanded Hours of Operation*
 - f. Depth of staff
 - g. Resumes of key staff for each site
 - h. Depth of equipment immediately available for each site
 - i. Quality control procedures
 - j. Description of methodology/collection/testing process
3. Acknowledge and address in sequential order each minimum requirement listed in Section F.
4. Acknowledge and address in sequential order each minimum firm qualification/ general requirement listed in Section K.I.

5. Include any topics not covered in the Request for Proposal that you wish to disclose to the County that further describes your firm's level of qualifications to provide the outlined service(s) and/or product(s).
6. Provide a completed Proposal Response Form.
7. Provide contact name(s), title(s), phone number(s) and e-mail address(s) of lead professional personnel assigned to the County account.
8. Provide four (4) references verifying exemplary service. These references **MUST** have received service(s) similar to those proposed under this RFP. Provide the business name, address, contact name, phone number, length of service contract for each site, and a brief description of product installation.
9. Discuss any current local, state or federal violations and any ongoing litigation that may cause conflicts or affect the ability of the vendor to provide service(s) and/or product(s).
10. Provide name(s) and resume (s) of Certified (MRO) Medical Review Officer(s).
11. Indicate ability to subcontract out of town.
12. Provide sample invoice.
13. Describe any exception to requirements, terms or contract provisions.
14. Provide a copy for verification of all applicable licenses, certifications, and insurance requirements.

* Preference will be given to responses that contain the maximum number of normal and expanded hours (barring all other requirements are met/exceeded).

K. Proposal Terms

I. Minimum Firm Qualifications/General Requirements

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Proposal. Firms must meet or exceed these qualifications to be considered for award. Any exceptions to the requirements listed should be clearly detailed in proposer's response. Proposers shall:

1. Hold appropriate qualifications and/or credentials for the delivery of services specified and proposed.
2. Have the capacity to acquire all required bonds, escrows or insurances.
3. Maintain Substance Abuse and Mental Health Services Association (SAMSHA) certification.
4. Have provided services similar to those specified herein for a minimum of two (2) years.
5. Maintain ability to provide ongoing services in the manner described within proposal response.

II. Contract Period and Payment Terms

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) for three (3) years with two (2) one (1) year options to renew.

Either party may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

Payment and Invoice Provisions

http://www.sedgwickcounty.org/purchasing/payment_and_invoice_provisions.pdf

III. Insurance Requirements

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers’ compensation and employer’s liability. **Certificate shall be provided prior to award of contract.** Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas **(must be acknowledged on the bid/proposal response form).**

NOTE: If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

Workers’ Compensation:

Applicable coverage per State Statutes

Employer’s Liability Insurance: \$100,000.00

Commercial General Liability Insurance:

Bodily Injury:

Each Occurrence \$500,000.00

Aggregate \$500,000.00

Property Damage:

Each Occurrence \$500,000.00

Aggregate \$500,000.00

Personal Injury:

Each Occurrence \$500,000.00

General Aggregate \$500,000.00

Automobile Liability-Owned, Non-owned and Hired

Each Occurrence Bodily Injury and Property damage \$500,000.00

General Aggregate \$500,000.00

Special Risks or Circumstances:

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IV. Indemnification

To the fullest extent of the law, the provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the provider’s performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney’s fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

V. Confidential Matters and Data Ownership

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this proposal, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.

VI. Proposal Conditions

Request for Proposal Conditions

VII. General Contractual Provisions

General Contractual Provisions

L. Final Considerations

1. For purposes of addressing questions concerning this RFP or for seeking alternative contract terms, the sole contact will be the County's Purchasing Department. Upon issuance of this RFP, employees and representatives (including elected officials) of the County must not be contacted regarding this RFP process. Failure to observe this restriction may result in disqualification of any vendor response. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
2. The County will not consider the submission of unsolicited, additional terms, after the response deadline. This RFP and all written material received from the successful vendor will be incorporated into the contract between the County and the firm unless specifically superseded in the signed contract. All information becomes the property of the County and will be subject to the Kansas Open Public Records Act.
3. The County will not be liable for any costs incurred by vendors in the preparation and presentation of information submitted in response to the RFP or in the participation in demonstrations.
4. The County will not recognize any assignment or transfer of interest in the contract without written notice to and written acceptance by the County.
5. If partnerships and/or subcontracting is used in order to meet the requirements and scope of work in this RFP, a prime vendor should be identified and the partners and subcontractors should be listed along with a statement of who will be responsible for providing what service, and a statement of the nature of any legal relationship. The proposal response should clearly delineate who will be the prime vendor for contracting purposes.
6. The terms outlined in this RFP must be guaranteed up to and through the negotiation of the final contract.

M. Response Form

**BID RESPONSE FORM
#17-0007
ON CALL LABORATORY SERVICES
EMPLOYEE DRUG TESTING**

The undersigned, on behalf of the Bidder, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a bid on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the bidder is entered; (4) they have read the complete Request for Bid and understands all provisions; (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

NAME _____

DBA/SAME _____

CONTACT _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

STATE OF INCORPORATION or ORGANIZATION _____

COMPANY WEBSITE ADDRESS _____ E-MAIL _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____ Sole Proprietorship _____

Partnership _____ Other (Describe): _____

BUSINESS MODEL: Small Business _____ Manufacturer _____ Distributor _____ Retail _____

Dealer _____ Other (Describe): _____

Not a Minority-Owned Business: _____ Minority-Owned Business: _____ (Specify Below)

____ African American (05) ____ Asian Pacific (10) ____ Subcontinent Asian (15) ____ Hispanic (20)

____ Native American (25) ____ Other (30) - Please specify _____

Not a Woman-Owned Business: _____ Woman-Owned Business: _____ (Specify Below)

____ Not Minority -Woman Owned (50) ____ African American-Woman Owned (55)

____ Asian Pacific-Woman Owned (60) ____ Subcontinent Asian-Woman Owned (65) ____ Hispanic Woman Owned (70)

____ Native American-Woman Owned (75) ____ Other – Woman Owned (80) – Please specify _____

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS: _____ Yes _____ No

INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII: _____ Yes _____ No

ACKNOWLEDGE RECEIPT OF ADDENDA: All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to www.sedgwickcounty.org/finance/purchasing.asp .

NO. _____, DATED _____; NO. _____, DATED _____; NO. _____, DATED _____

- Yes, I would like to be on the emergency vendor list.
- No, I would not like to be on the emergency vendor list.

After Hours Phone #: _____ Emergency Contact Name: _____

After Hours Fax #: _____

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

Signature _____ Title _____

Print Name _____ Dated _____

I/We _____, propose to provide the product(s) and/or service(s) described herein with the following costs:

Pricing for <u>urine</u> drug screening	\$	per urine drug screen
Pricing for <u>blood</u> drug screening	\$	per blood drug screen
Pricing for <u>saliva</u> drug screening	\$	per saliva drug screen
Pricing for random <u>DOT urine</u> drug screening	\$	per urine drug screen
Pricing for random <u>DOT breathe ethanol</u> drug screening	\$	per breathe drug screen
Cost (in addition to pricing above) for after hours testing	\$	per drug screening
Administrative cost (in addition to actual) for out of town subcontracting	\$	per drug screening
Cost (in addition to pricing above) for expanded testing	\$	per drug screening

Cost must be all inclusive of all terms, conditions, and scope within this solicitation. The initial term of this contract shall be three (3) years. There shall also be two (2) one-year options to renew at the sole request of the County.

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

Signature _____ Title _____

Print Name _____ Dated _____