

CONTRACTUAL AGREEMENT
DRUG & ALCOHOL TESTING AND OCCUPATIONAL HEALTH SERVICES

This AGREEMENT (Agreement) is made and entered into between FIRST HOSPITAL LABORATORIES, INC. d/b/a VAULT WORKFORCE SCREENING, a Virginia corporation having its principal place of business at 255 Alhambra Circle, Suite 700, Coral Gables, FL 33134, (CONTRACTOR) and WHATCOM TRANSPORTATION AUTHORITY (WTA), a Public Transportation Benefit Area operating under the authority of RCW Chapter 36.57A and located at 4011 Bakerview Spur Road, Bellingham, WA, 98226. CONTRACTOR hereby agrees to provide WTA with Drug & Alcohol Testing and Occupational Health Services specified Scope of Work referenced in Request for Proposal 2023-007 for an initial term of three (3) years.

WTA and CONTRACTOR agree as follows:

1. **ORDER OF PRECEDENCE:** The Contract Documents which comprise the entire agreement between WTA and CONTRACTOR concerning the Work consist of the following. Where there is a conflict between documents, the most restrictive will prevail:
 - a. This Agreement
 - b. Appendix A Contract Terms and Conditions
 - c. Request for Proposal 2023 - 007
 - d. CONTRACTOR completed Exhibits A – E
 - e. Appendices C - J

2. **TERM AND TERMINATION:** The initial term of this agreement shall commence on the execution date below through July 31, 2026.

There are two (2) additional contract terms of two (2) years, which can be exercised at WTA's sole option with both parties written approval. This Agreement will not exceed a total of seven (7) years.

3. **COST and PAYMENT:** WTA shall pay CONTRACTOR at Net 30 terms from date of invoice receipt in the amounts specified in Exhibit B, Proposal Cost. Contractor will submit invoices no later than the 10th of the month following work performance. WTA reserves the right to refuse payment on invoices for work that completed sixty (60) days prior to the invoice receipt. Year end invoices will be submitted no later than January 20 each year unless otherwise approved in writing by WTA's Accounting Manager or designee.

WTA shall pay CONTRACTOR in US funds for goods & services provided to the address below.

Invoices will be sent to ap@ridewta.com or ATTN: Accounts Payable at the WTA address below.

Prices shall remain firm-fixed for the duration of the initial three-year Contract Term. Unless specifically requested in writing no less than 60 days before the contract renewal, the Option term rates provided on Proposers' original Price Sheet Exhibit B will apply for each renewal term entered and shall be firm-fixed for the duration of that two-year term unless a further price relief adjustment is permitted in accordance with this section.

Contract price decreases and increases will be calculated using the CPI-U with the following parameters to obtain the Series ID CUURS49DSAS:

- Not Seasonally Adjusted
- AREA: Seattle-Tacoma-Bellevue, WA
- BASE: Current
- ITEM: Services
- PERIODICITY: Monthly

Price increases may not exceed 10% from the previous terms contract price. Contractors wishing to propose a higher increase will be required to submit additional documentation in support. Documentation may include but not be limited to: actual receipts, maintenance logs with costs, or subcontractor invoices.

Only in the event of market volatility pertaining to equipment or materials used in the provision of the work scope, WTA may consider requests for relief from the Contractor at any time during Contract. Contractor will submit specific and detailed documentation of a need for such relief. Documentation will include but not be limited to: actual receipts and invoices, payroll data, and any other documentation supporting Contractors claim of market volatility.

4. **CHANGES:** No alterations or variation of any of the terms, conditions, prices, quantities, or specifications of this Agreement shall be effective without prior written consent of WTA's General Manager. Oral changes, amendments or agreements are not permitted and shall not be paid for by WTA. Prior to becoming a contract modification, all changes must be prepared in writing and executed by the Parties. Only WTA's General Manager shall have the express, implied, or apparent authority to alter, amend, modify, add, or waive any section or condition of this Agreement on behalf of WTA.

5. **NOTICES:** All notices will be provided to:

WTA
ATTN: Procurement
4011 Bakerview Spur
Bellingham, WA 98226
procurement@ridewta.com
360-788-9332

CONTRACTOR
ATTN: Meredith Vadis, President
P.O. Box 649
Willow Grove, PA 19090
legalnotices@vaulthealth.com
267-406-6108

6. CONTRACTOR shall throughout the term of this Agreement, be registered with the Washington State Secretary of State as a corporation doing business within the State of Washington and maintain a registered agent in the state of Washington.
7. The parties agree that this Agreement is the complete expression of the terms. Any oral representation or understandings not incorporated are excluded. Failure to comply with any of the provisions shall constitute material breach of the Agreement and be cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. The forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of all provisions.
8. **COUNTERSIGNATURE:** Original signatures transmitted and received via electronic transmission of a scanned document (e.g. PDF or similar format) are true and valid signatures for all purposes of this Agreement and shall bind the parties to the same extent as that of an original signature. Signatures submitted electronically must be fully legible to be valid.

9. **ACTUAL AUTHORITY:** The parties below confirm and attest that they have actual authority to bind WTA and CONTRACTOR to an agreement.

WTA:

Les Reardanz

Signed: ~~Wednesday, June 14, 2023~~

Les Reardanz, General Manager

CONTRACTOR:

M. Vadis

Signed: ~~Wednesday, June 14, 2023~~

Meredith Vadis, President

APPENDIX A: CONTRACT TERMS & CONDITIONS

The Contractor agrees by submitting a proposal to WTA to the following general provisions and to the enforceability and binding effect of these terms and conditions against Contractor.

Contract Documents: The terms and conditions that will govern any contract with Contractor include the following where applicable:

- Executed Contract
- These Terms & Conditions
- Request for Proposal Document
- Issued Addenda (if applicable)
- Contractor Completed Submission including Exhibits
- Purchase Orders
- Change Orders

Independent Contractor: An independent contractor relationship will be created by this Contract. The Parties will be acting in their individual, corporate, or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another in performance of this Contract. Contractor shall not make any claim of right, privilege or benefit as would an employee of WTA under any statute or otherwise, including, but not limited to, RCW Chapter 41.06 or RCW Title 51. Contractor shall indemnify and hold harmless WTA from and against any and all costs (including attorneys' fees) or liabilities (including payroll taxes, penalties or interest) arising out of any assertion that the Contractor is not an independent contractor.

Payments: Unless otherwise agreed by the Contractor and WTA, invoices will be paid thirty (30) days from receipt, and subject to WTA's acceptance of the invoiced work and receipt of any required deliverables, goods or services in conformity with the specifications under the Contract. Notwithstanding the above, WTA will adhere to any previously negotiated and agreed upon payment schedule that is memorialized and agreed to in writing and contained or incorporated in an executed contract, including any terms based upon negotiated milestones.

Taxes: Contractor will include applicable Washington State sales and local tax as a separate line item on the invoice, excluding Federal Excise Tax, and supply exemption certificate when necessary.

Inspection and Acceptance: Services performed for and goods provided to WTA will be monitored and inspected, with payment conditioned upon acceptance by WTA's Project Manager or designee. Acceptance of any portion of the services or goods to be provided does not release the Contractor from liability for faulty workmanship or goods, or failure to comply with all Contract terms and conditions. WTA may inspect all goods and services at any time during the Contract term. WTA may, in its discretion and in addition to all other remedies available to it, reject goods or services not conforming to specifications or other Contract terms. Until delivery & acceptance by WTA, risk of loss or damage to goods or finished work will be with the Contractor unless the loss or damage is caused by WTA's negligence.

Contract Modifications/Change Orders: No changes, modifications or amendments to the Contract, including these terms and conditions, prices, quantities, scope of work, or specifications otherwise negotiated or included as part of the Contract or solicitation shall be effective without a prior writing executed by the Parties. Oral changes or modifications are not permitted nor enforceable and will not be paid for by WTA. Only WTA's General Manager, or his/her designee, shall have the authority to alter, amend, modify, add, or waive any section or condition of the Contract on behalf of WTA.

Either party may initiate a change request that is reasonably within the general scope of the Contract. Such changes might include but are not limited to: the method of operations, requirements for record keeping, and emergency service. WTA may add or delete items, services, or locations, provided such items, services, or locations which could reasonably be related to those originally contracted items, services or locations and will not represent a significant increase or decrease in size or scope of the Contract. After receipt of a written change

request from WTA, Contractor shall submit any request for equitable adjustment in the Contract Sum and or Contract Time. Any requested adjustment in the Contract Sum must be consistent with the original price and relate to the original scope of work. Any request for adjustment of the Contract Time must be reasonable and demonstrate continued efficiency and productivity. Failure to agree to any adjustment shall be a dispute resolved through the Dispute Resolution clause; however, nothing shall excuse the Contractor from proceeding with the Work as agreed.

If the time of Contractor's performance is changed due to an act of Force Majeure or the fault or negligence of WTA or anyone for whose acts WTA is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Time. No adjustment in the Contract Time shall be allowed to the extent Contractor's changed time of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible.

If it is determined a change is necessary and immediately required to avoid causing undue harm to WTA or the public, the Project Manager, or designee may direct Contractor to proceed immediately with a Critical Directive Change or a Field Authority Change on a time and materials basis. A price proposal for the change must be submitted to the Project Manager and approved by WTA in writing no more than ten (10) business days after the authorization is applicable.

Any Change Order to the Contract Sum shall constitute final settlement of all claims that Contractor may have against WTA. Under no circumstances shall WTA pay for indirect or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work whether covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment to the Contract Sum.

If WTA and Contractor are unable to reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, WTA shall provide Contractor with its final offer. If Contractor does not accept WTA's final offer within seven (7) calendar days, or the parties are otherwise unable to reach agreement, Contractor's only remedy shall be to file an appeal through the Dispute Resolution clause.

Supervision and Coordination: Contractor shall: 1) competently and efficiently, supervise and direct the implementation and completion of all Contract requirements specified herein; and 2) designate a representative for the Work under this Contract to which all communications given by WTA to the representative shall be binding on Contractor.

Service of Notice: All Contract notices, orders, directions, requests, waivers, and other communication must be in writing. Verbal notices will not be accepted. Notice is considered received within five (5) business days after issue. Notice may be given via fax, email, posted at the work site or mailed to the Contractor at the address provided in the Contract. If mailed, any form of communication will be deemed to have been given to and received by the Contractor five (5) business days after the postmark date.

Suggestions to Contractor: Any plan or method of work suggested by either party, but not specified or required in writing under the Contract or confirmed through written change order, will be performed at the risk and responsibility of the Contractor. WTA assumes no liability for work performed outside the scope of the Work or a written and executed change order.

Safety Measures: All work under this Contract will be performed in a safe manner. The Contractor will be solely responsible for conditions of the job site, including safety of all persons and property during performance. This requirement will not be limited to normal working hours. The Contractor will exercise every precaution at all times for the prevention of accidents and the protection of people and property.

Compliance with Laws: Contractor and all subcontractors shall comply with all applicable federal, state, and local laws and regulations, including the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington

Industrial Safety and Health Act of 1970 (WISHA), Washington State Department of Labor and Industries (WA-LNI) and the standards and regulations issued. WTA will not make adjustments for loss of time or disruption of work caused by any actions against the Contractor. If the Contract is financed with FTA assistance, it must comply with applicable federal requirements including Buy America, Lobbying, and debarment. Any applicable law or regulation change will apply to the Work as required.

Contractor shall comply with WTA environmental standards and applicable portions of the following statutes, ordinances and regulations and such other regulatory measures pertaining to environmental pollution and the preservation of public natural resources as identified by WTA or other public agencies as applicable to the Work.

- Federal. Natural Environmental Policy Act of 1969, 42 USC 4321 et Seq.; Executive Order 11514; Clean Water Act, 33 USC 1251 et seq.;
- State. Water Pollution Control Act, Chapter 90.48 RCW; State Environmental Policy Act of 1971, Chapter 43.21C RCW and WAC Chapter 197-10; Noise Control Act of 1974, Chapter 70.107 RCW; Washington Clean Air Act, Chapter 70.94 RCW and WAC Chapter 1; Shoreline Management Act of 1971, Chapter 90.58 RCW.
- Regional. Any applicable Air Pollution Control District regulations.
- Whatcom County. Any applicable County ordinances and regulations.
- Local. Any applicable City of Bellingham, City of Lynden, City of Ferndale ordinances and regulations.

Contractor shall give the notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the Work. Contractor shall be liable for violations of the law in connection with work it/he/she provides. If the Contractor observes that any applicable drawing, specification, or other portions of the Work are contrary to any laws, ordinances, rules or regulations, WTA must be notified promptly in writing. WTA shall promptly review the matter and, if necessary, issue a change order or take any other action necessary to bring about compliance with the law, ordinance, rule or regulation in question. Contractor agrees not to perform Work known to be contrary to any laws, ordinances, rules or regulations.

Access to Records and Sites of Project Performance: All records prepared, generated or used by Contractor or its agents, employees and subcontractors relating to the Contract are subject to being a “Public Record” under RCW Chapter 42.56, and therefore disclosable subject to a properly submitted public records request under this statute. In addition, as a recipient of state and federal funds, WTA agrees to provide, and require its Contractor and sub-contractors at each tier to provide, sufficient access to inspect and audit all books, records, accounts, reports, and job sites relating to the Work to the:

- a. U.S. Secretary of Transportation or the Secretary’s duly authorized representatives;
- b. Comptroller General of the United States, and the Comptroller General’s duly authorized representatives;
- c. Washington State Auditor’s Office and their duly authorized representatives; and
- d. WTA, member agencies, and its Contractors.

Contractor and sub-contractors at each tier will maintain all books, records, accounts and reports relating to the Project for no less than seven (7) years after the date of Contract termination, expiration, or completion. In the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain all books, records, accounts and reports relating to the project until conclusion of all such litigation, appeals, claims or exceptions related thereto.

Licenses, Permits and Taxes: Contractor shall obtain all permits and licenses, pay all charges, fees and taxes, and give all notices necessary to perform the services for or provide the goods called for under the Contract to WTA.

Civil Rights Requirements and Discrimination: Contractor shall not discriminate on the basis of race, religion, creed, color, national origin, gender, gender identity or expression, sexual orientation, marital status, sensory, mental, or physical disability, veteran status, medical condition, ancestry, or other basis prohibited by local state, or federal law, unless based upon a bona fide occupational qualification in the performance of this Contract, or in any hiring or employment resulting from this Contract. Contractor shall comply with the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, the Age Discrimination Act of 1975, as

amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and federal transit law at 49 U.S.C. § 5332, and their regulations. Contractor shall include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

Personal Liability: In no event shall any official, officer, employee, or agent of the WTA be personally liable or responsible for any term or condition of this Contract or statement whether expressed or implied, and Contractor waives any such claim that it may have arising from the Contract.

Assignment: This Contract may not be assigned by Contractor to a third party without the prior written consent of WTA which shall be in its sole discretion. WTA may terminate the contract for convenience as outlined herein. A conveyance of more than fifty percent (50%) of the ownership interest in Contractor shall constitute an “assignment” which must be approved by WTA. In the event of an unauthorized assignment by Contractor, WTA may terminate the Contract for convenience as outlined herein. Involuntary assignment of the Contract due to bankruptcy or receiver appointment from Contractor’s insolvency is considered breach of the Contract and subject to termination. WTA may assign the Contract without need for any consent of Contractor.

The grants, covenants, conditions and claims, rights, powers, privileges and liabilities obtained in the Contract Documents will transfer from the Contractor and WTA to their respective heirs, executors, administrators, successors and assigns.

Project Time Limit: All goods and services shall be provided within negotiated time periods. Modifications to any time periods or the Contract Time will only be granted by WTA if Contractor is delayed by causes outside of its/his/her control, such as weather, nature, labor stoppages, or Force Majeure event. During periods when weather or other conditions are unfavorable for performing Work, the Contractor shall pursue only such portions of the Work that are not adversely impacted. No portions of the Work where acceptable quality or efficiency will be affected by unfavorable conditions shall be performed while those conditions exist.

If work falls ten (10) calendar days or more behind the accepted schedule, Contractor agrees to take all reasonable actions, including some or all of the following, to return the project to the accepted schedule:

1. increase manpower in quantities and crafts;
2. increase the number of working hours per shift, shifts per working day, working days per week, or amount of equipment, or any combination thereof; or
3. reschedule activities.

If requested, Contractor will propose a schedule revision to WTA’s Project Manager demonstrating a plan to make up the lag in progress, return the project to the accepted schedule and insure completion of the Work within the Contract Time. The schedule shall be adjusted upon a revised schedule only if approved by WTA in writing. All actions to return the project to the accepted schedule are at the Contractor’s expense.

The Contractor shall pay all costs, expenses and fees, including attorneys’ fees, incurred by WTA which result from the Contractor’s action to return the project to its accepted schedule. Contractor agrees WTA may, in its discretion, deduct such charges from payments due the Contractor. It is further understood and agreed that monitoring, reviewing, and reporting project status and progress by WTA’s Project Manager shall not relieve the Contractor of responsibility for planning and managing work according to the original schedule.

If Contractor fails to work for more than seven (7) business days as called for under the Contract, and is not excused, WTA may terminate the Contract and complete the Contract on its own or through another contractor. In such event, Contractor shall be responsible for all expenses reasonably incurred by WTA in completing the Work, above and beyond the original Contract sum, and all legal, or other costs associated with the Contract termination.

Delays and Extensions of Time: Contractor waives claims for damages for any hindrance or delay in performing under the Contract, except those incurred for unreasonable delays caused by WTA. WTA may, in its discretion, grant Contractor equivalent extensions of time caused by any hindrance or delay, under the

following circumstances:

- Delay caused by any suit or other legal action by someone other than Contractor against WTA, unless the delay exceeds ninety (90) calendar days. In such instance, WTA may, upon written request of the Contractor, either negotiate a Contract termination or grant a further extension of time, whichever is in the best interest of WTA.
- Time lost due to inclement weather which could not have been reasonably anticipated by Contractor, but only subject to the approval of WTA. Delays due to weather conditions which are not abnormal (precipitation as rain, hail, or snow, low temperature, a windstorm, ice, snow, and other weather conditions that could reasonably have been anticipated from the National Weather Service historical records of the general locality of the Work) shall not be regarded as unavoidable as the Contractor agrees to plan his work with prudent allowances for potential interference by normal weather conditions.
- Should abnormal conditions prevent the work from beginning at the usual starting time or prevent the Contractor from proceeding with seventy-five percent (75%) of the normal labor and equipment force for a period of at least five (5) hours per day, and the crew is dismissed as a result, they will not be charged for a working day.
- Time lost due to a strike, fire, flood, a natural disaster, or events which are unavoidable, not the fault of or are beyond the control of the Contractor.

It is understood and agreed by the Contractor and WTA that extensions due to unavoidable delays will be granted only for delays involving controlling operations preventing project completion within the specified Contract Time. Except for WTA caused delays, the Contractor's only remedy for unavoidable delays shall be a request for an extension of time. If WTA later determines that there was an excusable reason for untimely performance, it may in its discretion allow Contractor to continue work under a new performance schedule or terminate for convenience.

WTA may grant an extension of time if an extension is in WTA's best interest. A condition for granting any such extension shall be Contractor's payment of WTA's actual costs, damages and fees (including but not limited to attorneys' fees) incurred because of the delay and/or extension, including, but not limited to, charges for engineering, staffing, inspection, general supervision, and overhead incurred during the extension.

Force Majeure

- No Liability.** Neither party will be liable for performance delays nor for non-performance due to causes that were not reasonably foreseeable, unavoidable and (a "Force Majeure") beyond its/his/her reasonable control, except for payment obligations for services or goods previously received by WTA.
- Best Efforts to Cure.** In the event of a threatened default or default caused by a Force Majeure the defaulting party shall nonetheless exercise its/his/her best efforts to avoid and cure such default.
- Right to Terminate.** In the event that a Force Majeure prevents performance thereunder for a period in excess of ninety (90) calendar days, then the non-defaulting party may elect to terminate this Contract and/or cancel or suspend any Purchase Orders thereunder by a written notice to the defaulting party.

For purposes of this Agreement, a Force Majeure shall be an event that prevents the Contractor from proceeding with at least seventy-five percent (75%) of its/his/her normal labor and equipment force for at least five (5) hours per day toward completion of any current controlling item on an accepted critical path schedule, and such was outside the control of the Contractor. Such causes include, but are not limited to, war, riot, government action, act of God or public enemy, damage to or destruction of facilities, strike, a labor dispute, plague, pandemic, epidemic, or apocalypse.

Suspension of Contract: WTA may, at any time and without cause, suspend the Contract or any portion thereof for a period of not more than thirty (30) calendar days by written notice to the Contractor. Contractor shall resume performance within fifteen (15) calendar days of written notice from WTA.

Termination for Convenience: WTA may terminate all or part of this Contract by providing written notice, when in WTA's best interest. In such case, Contractor shall deliver to WTA any goods and/or work completed, and equipment or property of WTA. Contractor will invoice WTA for services provided prior to termination, or goods accepted by WTA,

within thirty (30) days of receiving notice of termination for convenience and shall be entitled to the Contract price for such accepted services or accepted goods. WTA reserves the right not to pay invoices submitted past thirty (30) calendar days.

Notice of Breach of Contract: The parties will immediately notify one another in writing once the notifying party becomes aware of any breach of this Contract, or commission of an error or omission. Any work done by Contractor after such discovery and before an acceptable remedy has been bilaterally agreed on and documented as a Change Order as outlined above will be done at the Contractor's risk and with no obligation by WTA to pay for any services or products provided.

Opportunity to Cure: Where Contractor has breached this Contract, WTA may, in its sole discretion, allow Contractor up to thirty (30) calendar days to cure the breach, unless another timeframe is otherwise negotiated and agreed on between the Parties. In such case, WTA will detail in writing what the Contractor must do to remedy the breach and the timeframe to complete the remedy.

Default: If Contractor breaches any term of the Contract and fails to cure such breach within any cure period that WTA may allow, WTA may terminate this Contract for default by providing three (3) days written notice to Contractor. Contractor may invoice WTA for goods and services provided and accepted by WTA prior to termination at the Contracted price. WTA reserves the right not to pay invoices submitted past thirty (30) days. In addition to the right to terminate, WTA may seek and recover any other available remedies allowed by law against Contractor and its sureties caused by default. These remedies include procurement of replacement goods or services from another provider, attorneys' fees, and/or recovery of its damages, attorneys' fees and costs from Contractor or other administration costs as necessary.

If WTA later determines that there was an excusable reason for Contractor's breach, it may in its discretion allow Contractor to continue work under a new performance schedule or terminate for convenience.

Dispute Resolution: Contractor must recognize the following procedures in terms of any dispute relating to the interpretation, enforcement or alleged breach of the Contract by WTA:

1. WTA Administrative Review. Contractor must first submit a request for administrative review of the dispute to the WTA Project Manager, who shall determine whether the request is within his/her authority, and if so, whether to grant Contractor's relief. If Contractor is not satisfied with the Project Manager's decision, then it/he/she shall submit a request for administrative review of the dispute to the WTA Procurement within ten (10) business days following the Project Manager's decision. Procurement shall determine whether the request is within his/her authority, and if so, whether to grant Contractor's relief.

If Contractor is not satisfied with Procurement's decision, then it/he/she may submit a request for administrative review of the dispute to the Finance Director or Designee within ten (10) business days after receipt of Procurement's decision. The request to the Finance Director may be made via certified mail, facsimile, or email and will be considered received within three (3) business days of the post mark or send date. Such notice shall include a detailed account of the legal and factual grounds of the protest, all relevant documents, and the Contractor's desired outcome. The Finance Director will provide a written determination within sixty (60) business days of notification unless a resolution is time sensitive in which case a decision will be made within ten (10) business days. If a written decision is not provided within sixty (60) business days or a period agreed upon by the parties, then the Contractor's claim shall be deemed denied by WTA. If Contractor is dissatisfied with the Finance Director's decision, then Contractor shall file an appeal to WTA's General Manager within ten (10) business days of receipt of the Finance Director's decision. The General Manager will make a written determination to the Contractor that shall be final and conclusive within thirty (30) business days. If a written decision is not provided within thirty (30) business days or a period agreed upon by the parties, then the Contractor's claim shall be deemed denied by WTA's General Manager. The General Manager's decision will be considered the final decision of the Administrative Review.

2. **Mandatory Mediation.** If Contractor is dissatisfied with the General Manager's decision, then it/he/she may submit a Notice of Intent to Mediate to WTA within thirty (30) calendar days following receipt of the General Manager's decision. The parties shall mutually agree upon a mediator and conduct a good faith mediation to occur in Bellingham, Washington. If the parties cannot agree on a mediator, then Contractor shall commence an action within the Superior Court of the State of Washington to seek appointment of a mediator. Such action shall be at Contractor's expense. Such mediation shall occur on a date mutually agreeable to the parties, but no later than sixty (60) days following receipt of Contractor's Notice of Intent to Mediate.
3. **Arbitration.** Any action to interpret, enforce or for an alleged breach of the Contract shall be subject to binding arbitration to occur in Bellingham, Washington, pursuant to the American Arbitration Association's ("AAA") Construction Industry Arbitration Rules if the Contract is for construction services, or AAA's Commercial Arbitration Rules in all other cases. Either party may institute such proceeding by providing a Notice of Intent to Arbitrate, or pursuant to RCW Chapter 7.04A. Any arbitration ruling shall be final and may be memorialized as a judgment or challenged under the procedures of RCW Chapter 7.04A. The parties shall equally split the cost of the arbitration, including the arbitrator's fees. The arbitrator shall have the authority to award the prevailing party its/his/her portion of arbitration costs and fees as part of any final ruling.
4. **Contractor's Conditions to Commence Arbitration and Limitation of Action.** Any arbitration by Contractor against WTA shall be conditioned upon its/his/her presentment and participation in a WTA administrative review process, and mediation. Contractor shall commence any arbitration proceeding within the applicable statute of limitations. Notwithstanding the above, WTA agrees that any applicable period of limitations within which the arbitration must be commenced shall be delayed during any administrative procedure process and for ten (10) business days following any mediation, so long as Contractor submits a request for administrative review to the Project Manager of the dispute prior to expiration of the applicable statute of limitations and timely submits a Notice of Intent to Mediate.
5. **Contractor's Obligation to Continue Work.** Pending final decision of any administrative review, mediation or arbitration, Contractor shall proceed diligently with the performance of the Contract, unless WTA, in its discretion, terminates the Contract.

No Waiver of Rights by WTA: WTA's failure to immediately enforce any of its rights shall not be a waiver of its rights to seek enforcement of such right, or to enforce any other rights or remedy under the Contract for any other breach by Contractor.

Applicable Law, Jurisdiction Venue, and Attorneys' Fees: This Contract is executed and governed in interpretation and performance by the laws of the State of Washington. Any action to enforce the Contract shall be filed in the Superior Court for the State of Washington, Whatcom County, and Contractor waives any objection to the jurisdiction and venue of this Court. In any action to enforce or interpret this Contract, the prevailing party shall be entitled to recover, in addition to all other remedies, its reasonable attorneys' fees and costs incurred.

Refusal to Execute Contract: Similarly, Contractor's failure to furnish a performance specific bond, or provide proof of insurance within fifteen (15) days of Contract award or other negotiated time frame, may result in withdrawal of the award, and award the Contract to another bidder/proposer or resolicit.

Severability: If any portion of this Contract is legally unenforceable or invalid, that portion may be renegotiated by the parties. The remaining portions of the Contract shall remain in full force and effect.

Joint Venture and Partnering: In the event the Contractor is a partnership or joint venture of two (2) or more people or entities, each partner and/or joint venture party shall be jointly and severally liable for all grants, covenants, provisos and claims, rights, powers, privileges, and liabilities of the Contract. Notice given by WTA under this Contract given to one partner or joint venture partner shall be deemed notice to all partners and/or joint venture partners. WTA bears no responsibility for notifying all partners or joint venture partners.

Counterparts: Original signatures transmitted and received via electronic transmission of a scanned document (e.g. PDF or similar format) are true and valid signatures for all purposes of this Agreement and shall bind the parties to the same extent as that of an original signature. Signatures submitted electronically must be fully legible to be valid.

Warranties & Guarantees: Contractor guarantees that goods and services will meet all specification requirements. Goods and services provided by Contractor will be warrantied for a minimum of (1) year after final acceptance of the Work or the date of possession unless agreed upon otherwise.

Contractor shall, upon the receipt of notice in writing from WTA, promptly correct any defective work or replace defective goods. If the defect cannot be corrected, or if the corrected work or good has been rejected by WTA, the Contractor shall promptly remove it and replace it with non-defective work or goods at no cost to WTA. WTA is hereby authorized to make such corrections if, ten (10) business days after giving of such notice to the Contractor, the Contractor has failed to make or undertake the corrections or removal/replacement with due diligence. In case of an emergency where, in the opinion of the General Manager, delay could cause serious loss or damage to WTA property, staff, or the public, corrections or replacements may be made prior to or concurrent with notice being sent to the Contractor. All fees, costs and expenses in connection with such corrections or replacement, including costs for professional services, will be charged to the Contractor. For the corrected or replaced defect, this guarantee shall be extended for a period equal to the time of correction or replacement.

No material, supplies, equipment, or items shall be purchased by Contractor subject to any chattel mortgage, conditional sale, or other agreement by which an interest or in any part is retained by the seller or supplier. Contractor shall warrant good title to all materials, supplies, equipment and items installed or incorporated in the Work. Upon completion, Contractor shall deliver the same, together with all improvements and accessories constructed or placed free from any claims, liens, or charges. Neither the Contractor, subcontractors, nor any person, firm, or corporation furnishing any material or labor covered by this Contract shall record, assert, claim or place any lien against WTA or upon any real or personal property, improvement or accessory of WTA. Nothing, however, shall prevent persons furnishing materials or labor to recover funds under any bond given by the Contractor for the claiming party's protection or any rights under any law permitting recovery against an issued bond. The provisions of this paragraph shall be made a part of all subcontracts and material contracts including goods or services when no formal contract is entered into.

All work, services and materials furnished under this Contract are subject to all warranties or guarantees arising by operation or law and shall conform to the requirements herein, including any manufacturer's warranty. Contractor shall furnish to WTA any guaranty or warranty furnished as a normal trade practice in connection with the Contractor's purchase of any goods and services; provided such guaranty or warranty shall be in addition to those specific requirements for particular materials or work items indicated elsewhere in the Contract Documents.

Contractor warrants to WTA as follows in association with the services or goods to be provided:

- a. Contractor and all its/his/her employees and subcontractors shall be knowledgeable and have proper training to provide the proposed services or goods, and will safely operate any and all equipment associated with the Work;
- b. Contractor will timely pay all wages, salaries, invoices and other compensation or amounts due and owing to its employees, agents, subcontractors and others who provide services or goods to WTA on Contractor's behalf;
- c. all equipment used by Contractor and subcontractors will be suitable to provide the services or goods; and
- d. all services or goods provided by Contractor and subcontractors to WTA shall be in conformity with all specifications, terms and conditions of the Contract Documents.

Contractor warrants to WTA that it has the right and all necessary licenses to provide the services or goods and that such services or goods will be of the highest quality; free from liens, infringements and defects, be in conformance with the Contract Documents. In addition to any other obligation to indemnify, defend and hold harmless, Contractor will save and hold WTA harmless, defend and indemnify WTA from all loss, damage, and expense due to liens or adverse claims against WTA for all goods and services provided under the Contract. All

services or goods not so conforming to these standards shall be considered deficient. Such duty to defend, indemnify and hold harmless WTA shall extend to any claim made by an employee of Contractor, and to this limited extent, Contractor waives any exclusivity protection provided by the Industrial Insurance Act, RCW Title 51.

Liens: Contractor shall not allow any liens or other encumbrances to be placed on WTA real or personal property, and shall timely pay any and all amounts due and owing to suppliers, sub-Contractors and others. WTA may demand a certification or lien waiver as a condition of payment of any amounts due and owing to the Contractor.

Contractor shall defend, hold harmless and indemnify WTA from and against any lien that may be asserted, recorded, filed or alleged by any supplier, sub-Contractor or other person arising out of the provided services. In the event a lien is placed against the real or personal property of the WTA, Contractor shall immediately remedy the lien by paying such lien in full, and also pay any related expenses. The Contractor's obligation to defend, hold harmless, indemnify and to pay all liens and related expenses shall exist whether or not any injuries, liens or damages are due to Contractor's actions, negligence, or caused by the inherent nature of the provided services.

The mention of specific duties or liabilities imposed on the Contractor shall not be construed as a limitation or restriction of general duties or liabilities imposed by the Contract. Reference to specific duties or liabilities is made for the purpose of explanation.

Indemnification/Hold Harmless: Contractor shall defend, hold harmless and indemnify WTA, and its agents, employees, representatives, and Board members against and from any all claims, demands, suits, judgments, defense costs, injury to or death of any and all persons(s) and on account of all property damages of any kind, whether tangible or intangible, real and/or personal liability or damages of any kind arising out of: (a) Contractor's goods or services provided to WTA; (b) actions or business operations of Contractor, its/his/her sub-Contractors, their property, employees or agents, or caused in whole or in part by the Contractor, its sub-Contractors, their property, employees, or agents;; (c) Contractor's actions taken under the Contract, or for any breach of the Contract; (d) Contractor's alleged infringement of any intellectual property rights; or (e) Contractor's negligence, errors or omissions, misconduct, violation of any law, unpaid wages or services. Contractor will defend itself at its own expense in any lawsuit. Such duties shall apply to any claim covered by the above obligation and brought by an employee of Contractor, and in this limited context, Contractor waives any exclusivity protection under any industrial insurance or worker's compensation laws, including, but not limited to, the Washington State Industrial Insurance Act, RCW Title 51.

The Contractor's liability, and/or duty to indemnify, hold harmless or defend shall not be dependent upon whether or not such damage or injury is caused by Contractor negligence, or whether or not such damage or injury is caused by the inherent nature of the services provided.

If a lawsuit that falls within the terms of this indemnity, duty to defend and hold harmless provision ensues, WTA is entitled to select counsel to represent it, and the Contractor shall pay directly all costs, attorneys' fees, and expenses associated with the representation and defense provided to WTA. If judgement is rendered or settlement made requiring payment of damages by WTA, its officers, agents, employees, and volunteers, the Contractor shall pay any judgment amount or award of any other amounts and attorneys' fees or costs.

No Limitations on Contractor Liability: Contractor shall be liable for damages and injury to persons caused by Contractor's performance of this Contract or providing of services or goods to WTA. Contractor shall be liable for any and all damages and injuries suffered by WTA for any breach by Contractor of this Contract, including, but not limited to consequential or incidental damages. Under no circumstances shall there be any limitation on Contractor's liability, or cap on the amount of any damages recoverable against Contractor for any breach of this Contract (WA State Constitution, Article VIII, Section 7 "Credit Not to be Loaned").

Public Records Obligations: WTA complies with RCW Chapter 42.56. This Contract and any other documents relating to this Contract or services or goods provided by Contractor will be disclosed if a Public Disclosure

Request (PDR) is submitted. Under no circumstances shall there be any “confidentiality” obligation imposed against WTA. If WTA receives any PDR that includes a request for all or a portion of this Contract or any documents relating to the Contract or services or goods provided by Contractor, WTA is required to comply with this request under RCW Chapter 42.56, subject to any exception that may apply to WTA. Nonetheless, any information provided by Contractor labeled “Confidential” or “Proprietary” but does not, in WTA’s opinion, fall into an exception from public disclosure, will be initially withheld and WTA will notify Contractor of the request. WTA will continue to withhold the confidential or proprietary labeled materials for a total of fourteen (14) days after providing notice. Thereafter, WTA shall release the confidential or proprietary labeled materials pursuant to the PDR, subject to any court order or injunction that Contractor may obtain.

Contractor shall reimburse to WTA all costs and attorneys’ fees WTA incurs in any legal action instigated by Contractor or arising from dealing with Contractor’s labeling of any documents as “Confidential” or “Proprietary.”

Insurance: The Contractor shall procure and maintain for the duration of this Agreement and for a period of not less than 6 years insurance against claims for injuries to persons or damage to property that may out of or in connection with the Contractor’s own work including the work of the Contractor’s agents, representatives, employees, sub-contractors or sub-Contractors.

Before beginning work Contractor shall provide a Certificate of Insurance, with the following minimum insurance coverage and limits. WTA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and limits carried by or available to the Contractor or (2) the minimum insurance requirements shown in this Agreement, whichever is greater.

1. **Commercial general liability and umbrella and/or excess liability.** The Consultant shall maintain commercial general liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. If necessary, to obtain the required limits, commercial umbrella or excess liability is permitted. Coverage shall be least as broad as Insurance Services Office (ISO) Occurrence form CG 00 01 including, but is not limited to, contractual liability, products and completed operations, property damage, and employer’s liability.
 - WTA shall be named as an additional insured on the contractor’s commercial general liability/umbrella liability for both Ongoing Operations and Completed Operations liability.
 - Acceptable Additional Insured Endorsements for Ongoing Operations liability are coverage forms at least as broad as the ISO CG 2010 or CG 2026 specifically naming WTA on the endorsement; or the CG 2033 or CG 2038 “Automatic” forms.
 - Acceptable Additional Insured Endorsements for Completed Operations liability are coverage forms at least as broad as the ISO CG 2037 specifically naming WTA on the endorsement; or the CG 2039 or CG 2040 “Automatic” forms.
 - “Automatic” coverage forms CG 2033 for Ongoing Operations and CG 2039 for Completed Operations are not allowed from any subcontractors of the Contractor that do not have a written Contract or Agreement with WTA.
2. **Business auto coverage** for any auto no less than a \$1,000,000 each accident limit at least as broad as Insurance Services Office (ISO) commercial auto form (CA 00 01, CA 00 05, CA 00 12, CA 00 20). If necessary, to obtain required limits, commercial umbrella or excess liability is permitted.
3. **Professional liability insurance** with no less than \$2,000,000 per occurrence or claims made basis, \$2,000,000 aggregate. See also D below.
4. **Workers compensation** coverage as required by the State of Washington.
5. **Employers liability** insurance not less than \$1,000,000 per occurrence.
6. **Electronic Data Liability Insurance.** If Contractor is providing access to a web portal that WTA will utilize, Contractor shall maintain electronic data liability insurance and/or Technology Errors and Omissions coverage. This coverage shall be maintained with a limit of liability of not less than \$2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor and shall include, but not be limited to, liability arising out of the loss, loss of

use of, damage to, corruption or, inability to access, or inability to manipulate electronic data, infringement of copyright, trademark, trade dress, invasion of privacy violations, , transmission of virus/malicious code; information or personal data theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations.

Acceptability of Insurers – Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the Transit Agency.

Claims Made Policies – If any of the Professional Liability or Electronic Data or Technology Errors and Omissions policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of the contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least six (6) years after the completion of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

Contractor is responsible for the payment of any deductible or self-insured retention (SIR) that is required by any of the Contractors’ insurance. Any SIR must be disclosed to and approved by WTA. If WTA is required to contribute to the deductible under any of the Contractor’s insurance policies, the Contractor shall reimburse WTA the full amount of the deductible. The policy language shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or WTA.

WTA shall be named as an additional insured on the Contractor's commercial general liability policy and business auto liability policy for both ongoing and completed operations on a primary and non-contributory basis. The additional insured endorsement(s) shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in sections B, C, D, and E above (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the commercial general liability policy listing all policy endorsements to WTA. WTA reserves the right to receive a certified and complete copy of Contractor's insurance policies.

It is the intent of this contract for the Contractor's insurance to be considered primary in the event of any loss, damage or suit. WTA’s own comprehensive general liability policy shall be considered excess coverage in respect to WTA. Additionally, the Contractor's commercial general liability policy must provide cross-liability coverage as would be achieved under a standard ISO separation of insureds clause.

Contractor shall request from his insurer a modification of the ACORD certificate to include language that written notification will be given to WTA for any cancellation, suspension or material change in the Contractor’s coverage at least 30 days in advance of such cancellation, suspension or material change, except for non-payment of premium, then 10 days advance notice shall be given.

Waiver of Subrogation – Contractor hereby grants to WTA a waiver of any right to subrogation which any insurer of said Contractor may acquire against WTA by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect its waiver of subrogation, but this provision applies regardless of whether WTA has received a waiver of subrogation endorsement from the insurer.

Subcontractors – Contractor shall require and verify that all subcontractors or subconsultants maintain insurance meeting all the requirements herein, and Contractor shall ensure that WTA is an additional insured on insurance required from subcontractors and provide proof of such upon request to WTA.



Request for Proposal

RFP # 2023 - 007

Drug and Alcohol Testing Occupational Health

**Proposal Submission Deadline:
March 15, 2023
no later than 12:00 AM PST**

Whatcom Transportation Authority

<http://www.ridewta.com/business/doing-business/procurement>

4011 Bakerview Spur Rd.
Bellingham, WA 98226
(360) 788-9332
procurement@ridewta.com

Contents

Part 1 – Introduction	3
Part 2 – Scope of Work.....	4
2. A Introduction.....	4
2. B Background.....	4
2. C General Technical Requirements	5
2. D Scope of Work.....	7
2. D.1 DRUG & ALCOHOL TESTING SERVICES (SCOPE 1)	7
2. D.2 OCCUPATIONAL MEDICAL SERVICES (SCOPE 2)	10
2. E Contractor Performance Reviews.....	11
Part 3 - Submission Guidelines.....	13
3. A Procurement Schedule	13
3. B Proposal Guidelines.....	13
3. C Minimum Proposer Qualifications.....	14
3. D Proposal Submission.....	15
3. E Questions About the RFP & Contact with WTA.....	16
3. E Submission Package Contents	16
3. F Conflict of Interest.....	16
3. G Addenda.....	17
3. H Protest Procedures	17
3. I Inter-local Purchasing	18
3. J Request for Clarification, Deviation, or Substitutions.....	19
3. K DBE, SBE, VBE, MBE and WBE Business Enterprises	19
Part 4 – Proposal Evaluation	21
4. A Evaluation Procedures	21
4. B Single or No Proposer	22
4. C Evaluation Criteria.....	23
4. C.1 Ability to Meet Requirements of 2.C and 2.D	23
4. C.2 Collection Site and Medical Service Information.....	23
4. C.3 Testing Process.....	23
4.C.4 Web Portal.....	23
4. D Responsibility Review	23
4. E Best and Final Offers (BAFO)	24
4. F Notice of Intent to Award	24
4. G Trial Period and Right to Award to Next Lowest Bidder	25
Part 5 – Special Terms and Conditions.....	26
5. A Contract Term, Compensation, and Invoice Payments.....	26
5. B Subcontractors	26
5. C Limitations of Liability	27
5. D Price Adjustments	27
5. E Insurance Requirements	28
Part 6 – Public Disclosure Law	29
Part 7 – Proposer’s Checklist.....	30



Part 1 – Introduction

Whatcom Transportation Authority (WTA) is a Public Transportation Benefit Area (PTBA), defined by RCW Chapter 36.57A, providing transit service throughout Whatcom County, Washington. WTA provides fixed route, paratransit, rural dial-a-ride, on-demand, and vanpool service, as well as fixed route service into neighboring Skagit County.

Located in the northwest corner of Washington State, WTA serves the city of Bellingham, surrounding towns and rural communities, the Lummi Reservation, and the Nooksack Trust Lands.

WTA's mission is to enhance our community by:

- Delivering safe, reliable, efficient and friendly service
- Offering environmentally sound transportation choices
- Providing leadership in creating innovative transportation solutions
- Partnering with our community to improve transportation systems

Additional information about WTA can be found at www.ridewta.com.

WTA is currently seeking a Third-Party Administrator (TPA) to provide turn-key, comprehensive drug and alcohol testing services and occupational health services.

Proposers are required to adhere to the terms and conditions of this solicitation packet. WTA will not negotiate any aspect of the required service or contract once the Intent to Award is issued. WTA will not make any concessions for any Proposer who is not completely familiar with the scope or contract requirements.

All submittals become the property of WTA and are subject to public disclosure after award, pursuant to RCW Chapter 42.56.

Throughout this RFP the terms vendor, Contractor, and Proposer are used interchangeably. In general, the term Proposer means those who submit a proposal in response to this RFP, while a Contractor is a Proposer who has been selected and enters a contract to provide the services.

Equal Opportunity: Small, minority, veteran, women-owned, and Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, are encouraged to submit proposals in response to this solicitation. WTA ensures non-discrimination in the award and administration of all contracts, creates a level playing field where minority owned businesses can compete fairly, and remove barriers to their participation in our contracts.



Part 2 – Scope of Work

2. A Introduction

WTA is a Public Transportation Benefit Area (PTBA), defined by RCW Chapter 36.57A, providing fixed route and paratransit service throughout Whatcom County, Washington and to neighboring Skagit County. WTA has 290 employees, with most represented by Amalgamated Transit Union, Local 843. Additionally, WTA contracts some of its vehicle detailing services to a third party.

WTA seeks a TPA to provide turn-key, comprehensive drug and alcohol testing services and occupational health services that both: (1) comply with US Department of Transportation (USDOT)/Federal Transportation Administration (FTA) regulations, 49 C.F.R. Part 40; and (2) more general and that do not necessarily comply with FTA regulations (Non-DOT Tests). This group includes but is not limited to WTA employees, potential new hires, and contractors providing public transportation related services on behalf of WTA.

2. B Background

The TPA Contractor for WTA will be expected to perform urine specimen and breath alcohol tests for random, post-accident, reasonable suspicion, return-to-work and follow up testing on WTA safety sensitive employees and contractors. Non-DOT tests may be conducted on all employees for post-accident and reasonable suspicion situations. WTA also requires pre-employment physicals for its safety sensitive employees, DOT medical certification and renewals for holders of a commercial drivers license (CDL), and occasional Hepatitis B shots for all employees.

Employees are categorized as follows:

Employee Category	Count
Full-time Employees	290
Part-time Employees	1
Breakdown of Employees 290	
Safety Sensitive Employees	227
Non-Safety Sensitive Employees	63
Classification Total 290	
Third Party Contractor	1

Safety Sensitive Employees are employees with duties related to the safe operation of WTA vehicles and mechanical equipment capable of injuring another person, including the operation and maintenance of mass transit vehicles (See Appendix C for complete definitions). This includes, but is not limited to, fleet technicians, transit operators, operator supervisors, dispatchers, trainers, and hostlers (See Appendix C for a complete list).

All applicants for safety sensitive positions are required to pass a DOT physical examination prior to hire or upon promotion, which includes a drug test. Similarly, safety sensitive positions and promotions are offered subject to the employee taking and passing the required physical and drug test.

Although the number of annual tests varies from year to year, as a general guideline, in 2022, WTA required:

- 153 DOT Drug Tests
 - 30 Pre-Employment
 - 119 Random
 - 5 Post Accident
- 32 DOT Breath Alcohol Tests
 - 27 Random
 - 5 Post Accident
- 19 Non-DOT Drug and Alcohol Tests
- 17 Pre-employment Physicals, including DOT medical and audiogram
- 50 DOT Medical Certification Renewals (these only reflect stats from employees utilizing Whatcom Occupational Health)

Drug and alcohol testing occurs 24 hours a day/ 7 days a week, often with little or no advance notice. Additionally, Post-Accident testing can happen anytime during WTA's service hours which include evenings, Saturday's, and Sundays. WTA currently does not provide service on the six (6) major holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day).

2. C General Technical Requirements

The selected provider(s) shall be knowledgeable of and comply with all state, federal regulations (including, but not limited to, FTA and DOT regulations 49 CFR Part 655 and Part 40), as well as statutes governing Workers' Compensation and WTA policy.

Contractor service hours shall be no less than twelve (12) hours per business day (Monday through Friday). Under normal circumstances, results shall be provided within seventy two (72) hours or three (3) business days, WTA must be notified of any results delayed beyond this timeframe. After hours contact procedures must include a response time of no greater than thirty (30) minutes for post-accident or reasonable suspicion test.

Clinic/Office Location(s) shall be convenient to WTA, WTA employees, and local applicants within Whatcom County. Because WTA requires post-accident testing, a collection site must be within WTA's primary service area. Access to national network of clinics for out-of-town applicants is preferred, but not required. As a value-added service, WTA would consider mobile testing options.

Alcohol breath tests must be conducted by Breath Alcohol Technicians (BAT) trained with a National Highway Traffic Safety Administration (NHTSA)-approved course of instruction

on the methodology, operation, and calibration of the specific Evidential Breath Test's (EBT) being used. WTA reserves the right to request training certificates. EBT devices for initial and confirmation testing must be NHTSA approved.

Laboratories shall be certified under the U.S. Department of Health and Human Services (HHS) "Mandatory Guidelines for Federal Workplace Drug Testing Programs," and in compliance with laboratory analysis procedures specified in 49 CFR Part 40.

The Medical Review Officer (MRO) must be a licensed physician¹ (either M.D. or D.O.) with knowledge of substance abuse disorders, the medical use of prescription drugs, and the pharmacology and toxicology of illicit drugs. The MRO shall also demonstrate thorough knowledge and expertise in applicable state and federal rules, laws, and regulations. Additionally, the MRO must receive training and pass an examination administered by a nationally recognized MRO certification board or subspecialty board and renew that certification every five (5) years. WTA reserves the right to request copies of training and exam certifications.

Medical examiner(s) shall be licensed and listed on the Federal Motor Carrier Safety Administration National Registry. Examiners shall be Doctor of Medicine (M.D.), Doctors of Osteopathy (D.O.), or Physician Assistants (PA-C); advanced practice nurses (ARNP), or Doctors of Chiropractic (D.C.) and have demonstrated knowledge, expertise, and experience in applicable state and federal rules, laws, and regulation. Staff shall have proven experience working in an occupational medicine environment.

The successful Contractor will have

- A secure electronic mail (e-mail) communication method.
- A company website/portal that provides WTA with
 - Secure, password protected access to drug test results.
 - Statistical reports to meet FTA annual reporting requirements.
 - System to generate random selections on a monthly basis.
 - Searchable for
 - Testing reason
 - Testing authority (DOT/FTA/Non-DOT)
 - Specimen type
 - Collection date
 - MRO verified test result
 - Specimen ID
 - Donor ID
 - Past testing conducted for a minimum of twelve (12) months prior
 - System equipped with data encryption software
 - Backup system that will retain data in accordance with record retention periods per 49 CFR parts 40 and 655.

¹ 49 CFR 40.121

2. D Scope of Work

2. D.1 DRUG & ALCOHOL TESTING SERVICES (SCOPE 1)

WTA reserves the right to conduct periodic audits, announced and unannounced, for any of the services provided. The audit may be performed by WTA or a designee.

Drug and Alcohol Testing

The successful Contractor must maintain a network of DOT qualified urine specimen and breath alcohol collectors who are available to administer tests within WTA's service area, and who are regularly and actively engaged in conducting urine and breath alcohol testing. As a value-added service, the Contractor may provide services with a mobile testing unit. The TPA will be responsible for ensuring collectors are trained in accordance with 49 CFR Part 40.33 and are able to conduct specimen collections in accordance with 49 CFR Part 40, as amended and the USDOT Specimen Collection Guidelines. The Contractor is expected to provide the following services and meet the following guidelines:

- A. Conduct urine specimen analysis for pre-employment testing, and urine specimen analysis and breath alcohol tests for random, post-accident, reasonable suspicion, return-to-work and follow up testing. Testing will be performed under FTA and DOT guidelines 49 CFR Part 655 and Part 40 and WTA's Drug and Alcohol Abuse Prevention Program Policies (Appendix D - I) (WTA Policies), including contracting with and using U.S. Department of Health and Human Services (DHHS)-approved laboratory testing facilities.
- B. Conduct a ten (10-) panel urine specimen analysis for Non-DOT post-accident, reasonable suspicion, return to work and follow up testing when requested.
- C. Collectors shall prepare all appropriate documentation of all completed urine specimen and breath alcohol tests, and the TPA must obtain such documentation of all completed urine specimen and breath alcohol tests and maintain accurate testing records and statistical reports.
- D. EBT external calibration checks are performed according to manufacturer's specifications. Maintain calibration documents of EBT devices for at least three (3) years after expiration of the Contract with WTA. Remove from service any device operating outside the tolerances for an EBT until it is repaired and an acceptable external calibration check.
- E. Always maintain backup EBT devices when the primary EBT is unavailable, out of calibration, or being serviced.

- F. Use both a failsafe procedure and EBT device ensuring employees are not retested within fifteen (15) minutes of the first test but are retested no later than thirty (30) minutes after completion of the screening test.
- G. Employee(s) brought in for reasonable suspicion testing will receive priority attention.
- H. Notify WTA immediately if an employee or prospective employee fails to arrive or delays arrival at the testing site; fails to sign the required testing forms; attempts to falsify test results through tampering, contamination, adulteration or substitution; fails to attempt to provide the required specimen; refuses to test; exhibits a shy bladder; leaves the testing site before test completion; or fails to otherwise cooperate with any part of the testing process.
- I. Provide oversight of specimen collectors ensuring collections are completed accurately and conform to FTA and DOT guidelines and WTA Policies.
- J. Guarantee that an adequate number of collectors are available to conduct both scheduled and unscheduled collections.
- K. An MRO shall contact WTA in any case involving a dilute negative pre-employment or positive test, using established protocols.
- L. After hours contact procedures must include a response time of no greater than 30 minutes for post-accident or reasonable suspicion test.

Laboratory

- A. Provide expert witnesses to defend procedure integrity.
- B. Provide all chain of custody forms, supplies, and equipment necessary to collect, analyze, and/or store urine, breath and blood specimens.
- C. Guarantee security and validity of all urine specimens, maintenance of proper chain of custody, and that all records are accurate.
- D. Establish and maintain clear, documented procedures for processing, quality control, and confidentiality.
- E. FTA and DOT mandated specimens shall be analyzed for the covered substances specified in 49 CFR Part 40.
- F. Use immunoassay technique for the initial test to screen urine specimens for the specified drugs at FTA mandated cutoff levels. If any drug or its metabolite registers

above the cutoff level, an aliquot of the same urine specimen must be confirmed by using gas chromatography/mass spectrometry (GC/MS).

- G. Maintain and provide accurate records of all specimens tested and statistical reports on testing activity.
- H. Report results of the required test shall be provided to the MRO within twenty-four (24) hours of receipt of the specimen.
- I. There shall be no charges for canceled tests as a result of an error of collection or laboratory personnel.

Medical Review Officer (MRO)

- A. Review and interpret the results of laboratory analyses of drug/urine samples, prior to notifying WTA.
- B. Determine and confirm that for each positive test, proper collection and testing procedures were followed or whether the result has a legitimate medical explanation. The MRO shall be available and qualified to testify as an expert witness to testify in relationship to a court or regulatory proceeding regarding verified positive findings.
- C. The MRO or MRO staff member must report verified positive, adulterated or substituted drug test results verbally to WTA's Designated Employer Representative (DER) on the same day or next business day, following the MRO verification of the result and in accordance with 49 CFR Part 40.163, 165, 167
- D. Use reasonable medical judgement to determine if a confirmed negative result due to a prescription could be a "significant safety risk", and follow the protocol detailed in 49 CFR, Part 135 (e). Be available to speak with a prescribing physician up to five (5) days following the interview with the donor.

Random Testing Program Management

- A. The TPA must generate random selections in accordance with FTA and DOT guidelines rules and the appropriate rate to ensure that minimum annual random testing percentages are met.
- B. Use a scientifically valid method of determining the randomly selected employees. All covered employees have an equal chance of being selected each time a draw is made in accordance with 49 CFR Part 655.45.

- C. The TPA must prepare and deliver random selections to WTA's DER or secondary contact within the first three (3) business days of the month by means of a secure and password protected website, secure electronic email or secure fax.

Audit Response and Support

WTA's testing program is subject to a drug and alcohol compliance audit by state and federal authorities. The TPA will support WTA during any audits including but not limited to:

- Gathering and producing copies of testing records, custody and control forms, alcohol test forms, memorandums, result certificates, service provider qualifications, statistical reports and all other documents requested.
- Responding to all audit questionnaires or questions including those directed at
 - TPA approved and assigned collection sites and/or mobile collectors
 - Medical Review Officers
 - Laboratories used to analyze urine specimens
- Assisting in developing corrective action plans and responses to findings that are related to any of the services provided as part of this scope of services.

Substance Abuse Professional Referrals (Optional)

The TPA may provide a list of at least two (2) DOT qualified Substance Abuse Professionals (SAP) located within 50 mile of WTA's primary location upon request.

2. D.2 OCCUPATIONAL MEDICAL SERVICES (SCOPE 2)

Physical Exams

The TPA shall maintain a network of qualified medical providers to perform physical examinations to all safety-sensitive position employees and candidates.

A. CDL Holder Exams.

Comply with Washington State Department of Licensing regulations, complete the CDL Holder Exam and issue medical examiner's certificate. The exam will include at a minimum:

1. Physical examination (includes vitals, UA dip, laboratory height, weight, etc.)
2. Audiogram
3. Vision – distance

B. Fit-for-Duty Exams

Provide fit-for-duty exams upon request. WTA provides a position description or job analysis indicating the physical requirements and working conditions for specific positions. The medical examiner will determine an employee's ability to perform the essential functions of his/her/their job.

Medical Leave

When requested, provide verification or clarification of employee's need for medical leave, including documentation for the Family and Medical Leave Act (FMLA).

Other Services

When requested, provide respirator testing, hearing tests, and Hepatitis B inoculations.

WTA may, at its option, hold an on-site flu clinic in partnership with the Contractor. WTA reserves the right to contract this service with other vendors depending on the value to the agency, scheduling, and any other factor that WTA may use to determine best value.

Scheduling, Notification, Recordkeeping and Reporting

- A. Provide appointments Monday through Friday from 8 a.m. until 5 p.m., at a minimum. Additional times and weekend availability is preferred.
- B. Provide exam results to WTA through the secure web portal within one (1) business day of the exam, unless an alternate schedule is agreed to by WTA.
- C. Notify WTA immediately if an employee or job candidate does not appear for a scheduled appointment.
- D. Maintain accurate records and provide statistical reports as required by USDOT, FTA and WTA.

2. E Contractor Performance Reviews

WTA will conduct a performance review of projects and the Contractor every twelve (12) months while the Contract is in effect². The completed evaluation form shall be shared with the Contractor and become a permanent part of the Contract administration file. The results of these evaluations shall be considered for contract extensions, price adjustments, and in the evaluation of any future applications to WTA solicitations for services.

WTA will be using the criteria below in its evaluations.

- **Communication**

Contractor communicates regularly and openly with WTA HR staff. This can be done face to face, via phone conferences, one-to-one, or group meetings. Contractor is visible and available when needed. Answers emails and phone calls in a timely manner. Provides timely follow through. Reports are clear, received no later than the timelines outlined in the Scope of Work and well received. Verbal and written communication is concise and easy to understand.

² 2 CFR 200.301, 2 CFR Part 200.318 (b), RCW 39.26.180(1)(d), RCW 39.26.180(3)

- **Interpersonal Skills with WTA staff**
Effectively coordinates and cooperates with WTA HR staff and employees being tested. Respectful of WTA culture, mission, vision, and values. Seeks feedback to improve relationships and improve commitment towards quality service.
- **Employee interaction and relationships**
Is courteous with WTA employees and mindful of WTA culture. Cooperates with WTA while being mindful of State and Federal testing requirements.

Evaluations will be scored as follows:

1 = CONSISTENTLY BELOW EXPECTATIONS: Performance is at a level below established objectives with the result that the overall contribution is marginal and substandard. Performance requires a high degree of constant supervision and guidance.

2 = BELOW EXPECTATIONS: Meets some of the established objectives and expectations but definite areas exist where achievement is substandard. Performance requires somewhat more than a normal degree of direction and supervision.

3 = MEETS EXPECTATIONS: Meets established objectives in a satisfactory and adequate manner. Performance requires normal degree of supervision and guidance.

4 = EXCEEDS EXPECTATIONS: Accomplishments are above expected level of essential requirements. Performance requires minimal supervision and guidance to achieve goals.

5 = CONSISTENTLY EXCEEDS EXPECTATIONS: Performance easily exceeds job requirements, performance approaches best possible attainment. Minimal to no supervision is required. Needs little to no guidance outside of original task order to complete tasks.

Part 3 - Submission Guidelines

All submittals become the property of WTA.

3. A Procurement Schedule

Dates preceded by an asterisk (*) are estimated dates. Estimated dates are for information only.

Activity	Date – 2023
Procurement Request Released	February 3
Clarification Deadline	March 3, no later than 5:00 PM PST
Submissions Due	March 15 no later than 12:00 PM PST
*Finalist In Person Interviews	Week of April 10
*Notice of Intent to Award	May 1
*Estimated Award Date	June 1
Contract Start Date	July 24, 2023

Questions pertaining to the RFP must be submitted via WTA's procurement portal. WTA does not guarantee a response to questions submitted via email, phone call, or after the clarification deadline has passed. Submissions are not reviewed or considered after they are due. WTA reserves the right to award a contract(s) without a Best and Final Offer. Issuance of a Notice of Intent to Award is not a substitute for a contract and can be revoked.

WTA reserves the right to modify the Procurement Schedule through written addenda.

WTA may invite the top one (1) to three (3) firms (competitive range) for a semifinal interview/presentation. WTA provides requirements of the interview when the interview is scheduled. WTA will not be responsible for any costs for interviews including but not limited to travel, expenses, preparations, or materials.

3. B Proposal Guidelines

Proposers should fully inform themselves of the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal constitutes Proposers acceptance of the terms and conditions of this solicitation request, including the underlying contract terms and conditions which are set out herein.

The Proposer is responsible for all costs related to the preparation of the proposal, demonstrations or interviews. Any costs associated with the project not specifically set forth in this Request for Proposal will be the responsibility of the Proposer and will be deemed included in the fees and charges proposed.

WTA reserves the right to:

- Award to one or more vendors
- Accept or reject any or all proposals and their Proposers
- Reject any or all proposals until a contract is signed with the Proposer
- Reject this solicitation and issue a new one for any reason
- Waive deviations from the requirements
- Waive any informality or minor irregularity in proposals received
- Issue changes to the solicitation in the form of written addenda
- Request additional information to fully evaluate a proposal

A proposal will be rejected when:

- It is late
- Not in the required format
- The Proposer fails to meet the minimum qualifications listed in Part 3.C
- The Proposer is determined to be not responsible as described in Part 4.D
- Any required form is not signed
- Vendor information, references, or any other form is incomplete or incorrect
- Any other reason determined to be in the best interest of the WTA
- It does not meet required terms and conditions
- The details of the proposal have been altered
- A Proposer fails to timely respond to a request for additional information
- It fails to contain any of the required information
- A conflict of interest is not properly disclosed
- Proposer fails to acknowledge in writing an addenda

Proposals may not be modified after opening unless requested by WTA. Prior to opening, proposals may be withdrawn at any time.

WTA may request that information be displayed differently than presented (for example, request a bundled pricing structure be itemized).

Proposal pricing shall be valid for a period of 120 days from proposal or BAFO deadline, if a BAFO occurs.

WTA may request clarification or additional information, including, but not limited to, financial statements.

3. C Minimum Proposer Qualifications

At the time of proposal, Proposers must meet the following minimum qualifications. Proposers will not substitute the experience of a sub for their own.

- The Medical Review Officer (MRO) must be a licensed physician³ with experience in substance abuse, prescription drug use, pharmacology and toxicology.
- Medical examiner(s) must be licensed and listed on the Federal Motor Carrier Safety Administration National Registry.
- Examiners shall be Doctor of Medicine (M.D.), Doctors of Osteopathy (D.O.), or Physician Assistants (PA-C); advanced practice nurses (ARNP), or Doctors of Chiropractic (D.C.).
- Maintain a network of DOT qualified urine specimen and breath alcohol collectors within the local (Whatcom County) area.
- Have a State of Washington and all required local government business license(s) and endorsements⁴.
- Not be suspended or debarred with SAM.gov.
- Not be disqualified from bidding under RCW 39.06.010 or 39.12.065 (3).
- Demonstrate there are no outstanding and/or repetitive violations with Labor and Industries, Department of Revenue, or Employment Security.
- Currently perform DOT required drug and breath alcohol testing including specimen collection and chain of custody management.
- Provide Occupational Medical exams currently or within the last five (5) years immediately preceding this solicitation request with CDL Holder Exams being part of the services provided.
- Laboratories will be certified under the US Department of Health and Human Services.
- Possess all permits, registrations, and licenses as required by city, state, and Federal ordinances, rules, laws, and regulations. When requested by WTA, Proposer shall provide documents confirming that he/she/it has obtained any local business registrations or permits that may be required.
- Is skilled, regularly engaged, and has performed satisfactorily on other contracts of like nature, magnitude and comparable difficulty, and at comparable rates of progress for the last five (5) years immediately preceding this solicitation request.
-
- Offer a fixed, lump sum, per service cost for project services.

3. D Proposal Submission

It is the proposers responsibility to ensure WTA has received its/his/her/their submission. WTA bears no responsibility for proposals that may be sent, but not received due to technical issues.

Proposals will be submitted using WTA's Procurement Portal. Email's, USB/CD copies, or hard copies will not be reviewed.

³ 49 CFR 40.121

⁴ A City of Bellingham endorsement will be required as a condition of proposal award to the highest scoring proposer.

3. E Questions About the RFP & Contact with WTA

Questions pertaining to the RFP must be submitted via WTA's procurement portal no later than the close of business on the date listed in the Procurement Schedule above. WTA does not guarantee a response to questions that are not submitted using the procurement portal.

WTA does not guarantee a response to questions submitted after the date provided in the Procurement Schedule.

Unauthorized contact regarding this RFP with WTA employees or agents may result in disqualification. Any oral communications will be considered unofficial and non-binding on WTA. Proposers should rely only on written statements issued by Procurement.

Do not add any WTA email address to company marketing email lists.

3. E Submission Package Contents

Proposals will conform to the following:

- Pages of the proposal should be numbered
- Sections clearly identified
- Single spaced, no columns
- Minimum twelve (12) point font
- No more than ten (10) double sided pages, excluding forms requested in the exhibits
- **A single, searchable PDF file with the submission and all completed forms**

Marketing materials, alternate agreements, and any other information not requested will be counted against the page limit. Do not add any WTA email addresses to marketing emails.

All proposals will include the information requested in Exhibit A.

3. F Conflict of Interest

WTA officers, employees, agents, or Board members will not solicit or accept gifts, favors, or anything of monetary value from Proposers. Any WTA officer, agent, employee, or Board member with a perceived or actual financial or other interest in the award of this proposed contract will recuse himself/herself from any evaluation or decision on any proposal.

Proposers and their staff must declare any perceived or actual conflict of interest. For example, a conflict of interest would arise if a Proposer or staff did the following:

- Assists in the creation of the scope of work. This includes, but is not limited to, reviewing and commenting on the preliminary scope in whole or part, assisting staff in specification writing, or recommending the use of a particular brand or supplier/distributor in the specification or evaluation of proposals.

- Has access to nonpublic information during the performance of an earlier contract or has been provided with information other contractors have not during procurement.
- Assists in the creation of a project budget.
- Has a personal or professional relationship or affiliation (past or present) with a member of the evaluation or project team.
- Has a financial gain from the recommendation and/or purchase of a particular good or service relating to a contract or potential contract. (e.g. distributor/manufacturer relationship)

WTA will review all conflict of interest statements and notify the Proposer of its decision to allow or reject a proposal as it pertains to the conflict.

In the event that a conflict of interest is discovered post-award, this will be considered a breach of contract and the contract will be terminated under the terms and conditions provided. The Proposer must pay any additional costs incurred by WTA to engage another contractor to finish the work.

3. G Addenda

Addenda will be issued to all known holders and posted at ridewta.com should questions or clarifications be deemed significant enough to affect received proposals. Proposers must ensure they receive all issued addenda prior to the submission deadline, and acknowledge each addenda on Exhibit A.

3. H Protest Procedures

Filing a Protest Any party with an interest in the award of the solicitation may file a protest that WTA staff did not follow its own policies and procedures regarding a Procurement Action, or the procedures and restrictions set out in this RFP.⁵ Any protest must be submitted in writing to WTA's Procurement & Grants Coordinator, and include the following information:

- a) Name, address, email address, and telephone number of the protester
- b) Signature of the protester or their representative
- c) Identification of the solicitation
- d) Detailed statement of the legal and factual grounds of the protest
- e) Copies of all relevant documents
- f) The form of relief requested

⁵ "Procurement Action" includes: specific procurement steps, such as setting the calendar of events; producing the proposal/bid document; advertising the proposal or bid in legal paper of record; maintaining a list of proposal/bid holders; conducting a pre-proposal meeting; responding to all approved equals/clarifications received by the appropriate time and date; addenda issued straightforwardly to all proposal/bid holders; enforcing closing time and date; providing proctoring services to the project manager and evaluation committee; setting criteria weights; conducting interview process with top-scoring Proposers and evaluation committee; creating notes to file regarding the proposal/bid process; issuing award/non-award letters; and maintaining a written record of the procurement.

Issues and facts not stated in the Notice of Protest will not be considered.

Time for Filing a Protest. A protest based on alleged improprieties or ambiguities in a **solicitation** must be filed at least seven (7) days before the due date of the bid or proposal. A protest based upon alleged improprieties in an **award** of a contract or a **proposed award** of a contract must be filed within three (3) days after the Notice of Intent to Award has been issued.

Notice of Protest. Procurement shall immediately give notice of a protest to the selected Proposer if a contract has been awarded. If no award has been made, notice will be provided to all Proposers.

Stay of Award. If a protest is filed, the award will be postponed unless the Finance Director determines in writing that:

- a) Reasonable probability exists that the protest will be denied.
- b) Delay of the award would be contrary to the best interests of WTA.

Review of Protests

Review: The Finance Director shall review and investigate properly filed protests and issue a written decision to the protestor:

- a. A meeting(s) will be called within five (5) working days from receipt of the protest that will include representatives from the WTA and the protester to discuss the issue(s) related to the protest. The meeting may be conducted by telephone conference if convenient for both parties.
- b. A decision of the protest will be made by the Finance Director within three (3) working days of the final meeting and at the time the protester shall be notified of the decision in writing by the Director by email or regular mail.
- c. The Finance Director may, at his/her sole discretion, extend the limits of time outlined above.
- d. The decision of the Finance Director shall be final, unless appealed as provided herein.
- e. A request for reconsideration may be allowed if data becomes available that was not previously known, or there has been an error of law or regulation.

Appeal: A Protestor may appeal the Finance Director's formal decision to WTA's General Manager. The written appeal must be received by WTA within two (2) business days after receipt of the written decision by the Protestor, or the appeal will not be considered. Properly filed appeals of the decisions of the Finance Director shall be reviewed and investigated by the General Manager who shall issue WTA's final decision no later than twenty one (21) days after receipt.

3.1 Inter-local Purchasing

This award shall be subject to RCW Chapter 39.34 Inter-local Cooperation Act where other government agencies may purchase on the WTA request in accordance to the terms and

prices stated, over the subsequent time period for which the vendor is willing to honor the solicitation price.

3. J Request for Clarification, Deviation, or Substitutions

Any Proposer(s) believing a contract term or scope requirement is unnecessarily restrictive or wishing to propose an alternate must submit their request using WTA's procurement portal by the deadline provided in the Procurement Schedule. Requests submitted after this date, or as a proposal condition will not be reviewed or considered. WTA will not agree to terms or conditions to the contract after proposals are submitted and conditioned proposals may be rejected as non-responsive. Any changes or requests pertaining to the contract must be made evident prior to the close of the procurement.

ESTABLISHMENT OF CONTRACT BASED UPON NOTICE OF INTENT TO AWARD

The ITB and the PROPOSAL SUBMITTED constitute an "offer" and "acceptance" of all of the terms and conditions for an enforceable contract, subject to WTA's formal award of a bid, which remains in its exclusive discretion. Once a proposal is accepted and awarded by WTA, the parties will have an enforceable "contract" whose terms and conditions will comprise those set out in the RFP and the proposal. WTA reserves the right to seek to have such contract enforced, and to seek specific performance from the successful Proposer based upon the terms set out in the RFP and the proposal. Throughout this RFP, the term "Contract" shall mean the terms and conditions contained in this RFP and an awarded proposal, and a formal written contract entered pursuant to Part 4.

Submission of a proposal grants WTA the right to enforce the parties agreement without the need for a signed Contract, based upon the existence of an enforceable agreement between the parties, whose terms and conditions shall comprise the RFP and proposal.

Any unapproved deviations, exceptions, substitutions, alternates, or conditions contained in a proposal are cause for the proposal's rejection as non-responsive.

THE ONLY WAY THAT THE SUCCESSFUL PROPOSER MAY MODIFY, AMEND OR AVOID ANY TERM AND CONDITION SET OUT IN THE RFP IS TO REQUEST A DEVIATION OR SUBISTITION BY THE DEADLINE PROVIDED IN 3.A. UNLESS A REQUEST IS PRESENTED BEFORE THE DEADLINE, AND ACCEPTED BY WTA IN WRITING AS AN ADDENDA, ALL TERMS AND CONDITIONS OF THE RFP SHALL BE BINDING AND ENFORCEABLE AGAINST THE SUCCESSFUL PROPOSER.

3. K Disadvantaged, Small, Veteran, Minority and Women-Owned Business Enterprises

While not a requirement for the ensuing contract, certified DBE, SBE, VBE, MBE, and WBE are encouraged to submit a proposal. Minority firms shall have equal opportunity to compete for and perform as prime contractors, suppliers, or as subcontractors through another awarded contractor. Certification can be through Washington State's Office of



Minority and Women Own Business Enterprises www.omwbe.org or other Unified Certifying Program (UCP) under 49 CFR 26.

Part 4 – Proposal Evaluation

4. A Evaluation Procedures

1. The Procurement & Grants Coordinator will initially review proposals against the following criteria. Proposals that do not receive 3 “Pass” scores will not be reviewed further.

Factor	Points
Conformity with Minimum Proposer Qualifications (3.C)	Pass/Fail
Complete Package Submission (3.E)	Pass/Fail
All Exhibits Completed	Pass/Fail
Collection locations within WTA service area	Pass/Fail
After hours response time of 30 minutes or less	Pass/Fail
Cost	0-4

Pricing score is calculated using the following normalizing formula based on Contract Years 1-3 total cost for the tests in the 2022 testing quantities outlined in 2.B.

$(\text{Lowest Overall Proposed Price} \div \text{Price Being Evaluated}) \times \text{Total Points Possible} = \text{Score}$.
The score for pricing will not be averaged over the number of evaluators.

2. Evaluation Committee will review Proposals receiving 5 “Pass” scores against the following Initial Evaluation Factor(s), which are listed in the order of importance.

Factor	Points
Demonstrated ability to meet requirements in 2.C and 2.D	0-4
Collection Site Information	0-4
Testing Process	0-4
Web Portal	0-4
Total possible per evaluation member	16

Committee members will assign a score of 1 – 4 for each factor and it will calculate total points as follows:

- 0 – Proposal did not meet factor requirements = 0%
- 1 – Proposal met less than ½ of factor requirements = 25%
- 2 – Proposal met at least ¾ of factor requirements = 50%
- 3 – Proposal met all of the factor requirements = 75%
- 4 – Proposal exceeded factor requirements = 100%

Evaluator scores are in whole numbers only or rounded down. (e.g. evaluator scoring an 3.5 will round to 3). Scores will be added and the highest aggregate scores will be used to determine the highest scoring Proposer.

*For example, **if** the evaluation team consists of 4 members the total evaluated criteria points would not exceed 64 points. The cost points would be added on top of this aggregate total. A proposer could be awarded a total of 68 points in this example.*

3. The top 1 - 3 proposals (Competitive Range) **may** be invited for interviews. Proposals and interview results are re-scored against the Initial Evaluation Factors based on information provided by interviewees. Price will be recalculated based on the number of proposals in Competitive Range.
4. A member of the Evaluation Committee and/or the Procurement Manager may check references of the proposals in the Competitive Range and share them with the evaluation committee. The committee may consider reference responses during their evaluation of the proposers ability to meet the requirements of 2.C and 2.D.
5. Competitive Range scores, Initial Evaluation scores, and cost will be added to determine the highest scoring proposer.
6. Proposers may be asked for a Best and Final Offer post-interview as detailed in 4.D below. BAFO's will be re-scored against the same evaluation criteria above. WTA reserves the right to award a contract without a Best and Final Offer Request.
6. The highest scoring Proposer will be selected. Nothing in this request obligates the WTA to award a contract to the lowest cost Proposer, or any Proposer.

In the event that the top two (2) proposals are within 5 points of each other, they are considered comparative equals. WTA will require best and final offers (BAFO) be submitted for evaluation. The Evaluation Committee will review them against all of the evaluation factors above and render a final score.

4. B Single or No Proposer

In the event that only one proposal is received, WTA may request an extension of the offer period and/or conduct a cost analysis on the single received proposal. The Proposer shall promptly provide all cost or pricing data, documentation and explanation requested by WTA to assist in such analysis. By conducting such analysis, WTA shall not be obligated to accept the single proposal; WTA reserves the right to reject such proposal or any portion thereof.

Should there be no proposals received, WTA may issue a new RFP or contract with a vendor of it's choosing under its Sole Source process.

4. C Evaluation Criteria

4. C.1 Ability to Meet Requirements of 2.C and 2.D

Proposer will provide detail clearly establishing his/her/their compliance with the Technical Requirements in 2.C. Proposer demonstrates his/her/their ability to deliver the entire scope of services outlined in the 2.D Scope of Work.

All services are well defined including the process for administration of testing, reporting availability and ease of access, and adherence to Federal testing requirement. Collection process is clear and easy to understand. Random testing selection is explained, testing and result tracking meets the minimum needs outlined in the Technical Requirements.

4. C.2 Collection Site and Medical Service Information

Proposer provides detail information about all collection and medical service sites, providers and their hours. Evaluations will review the hours available for services in relation to the Technical Requirements. After hours testing is priced reasonably. Contractor has proposed value-added solutions to improve collections or provide additional Occupational Health services that were not part of the Scope of Work.

4. C.3 Testing Process

Testing process meets or exceeds minimum requirements outlined by USDOT and FTA regulations. Contractor has a logical and auditable method of conducting, tracking and protecting test results. Patient confidentiality is detailed and can be assured to the best of the proposers capabilities. Test result accuracy is at or above USDOT and FTA regulations.

4.C.4 Web Portal

Web portal is easy to use, intuitive, and comprehensive. All data needed for Federal Drug and Alcohol MIS reporting is available. Any partner information is provided through a singular web portal.

4. D Responsibility Review

WTA will only award to proposers who have the ability, willingness, and integrity to conform to all requirements of the proposal and subsequent contract.

To establish Proposers responsibility, WTA will review all material submitted with a proposal. WTA may also obtain additional information and conduct independent investigation, including, but not limited to, obtaining copies of business licenses and/or professional licenses and certificates, obtaining financial reports, verifying DBE/MWBE status, reviewing records with the Better Business Bureau, reviewing references, and checking debarment lists. WTA reserves the right to interview references, perform internet

searches, review Dunn & Bradstreet reports, and use any other investigative means it chooses. A Proposer must timely provide all requested information.

4. E Best and Final Offers (BAFO)

In WTA's discretion, Proposers may be afforded the opportunity to amend his/her/its proposal and make a BAFO. The requests for BAFO's shall include:

- Notice of an opportunity to submit a BAFO based on discussions during interviews or clarifying correspondence.
- A common due date and time for submission of written BAFO's or modifications to any BAFO, allowing a reasonable opportunity for preparation of the written BAFO's.
- Direction for BAFO format and contents.
- Notice that if a Proposer does not submit a BAFO or a notice of withdrawal and another BAFO, his/her/it's immediate previous offer will be construed as the BAFO.

Any modifications to the initial proposals made by a Proposer in the BAFO shall be clearly identified. WTA will evaluate BAFO's according to the same requirements and criteria as the initial proposal. The WTA will make appropriate adjustments to the initial scores for any criteria which have been affected by any modifications made by the BAFO's. These final scores and rankings will again be weighed against the Evaluation Criteria.

4. F Notice of Intent to Award

Upon selection of the successful Proposer, a Notice of Intent to Award will be provided to all Proposers. The Notice of Intent in no way constitutes a promise to award or an acceptance of the offer contained in the proposal; rather it is the WTA's first step in recommending a contract to its Board of Directors. WTA may reconsider and withdraw, change or amend a Notice of Intent at any time before the Board of Directors formally select a proposal.

In the event a contract award is made that is within the General Manager's signing authority, WTA may, at it's option, waive Board approval.

Proposers are permitted to request a debriefing about its/his/her own proposal from Procurement after the Notice of Intent is issued. Documents and information relating to the procurement may be requested by submitting a Public Disclosure Request to RecordsRequests@ridewta.com. Refer to Part 6 of this RFP for the process of releasing documents marked as "Confidential" or "Proprietary".

A City of Bellingham endorsement will be required as a condition of contract award to the highest scoring Proposer⁶. City of Lynden and City of Ferndale endorsements⁷ will be required if services are performed in those locations.

⁶ Bellingham Municipal Code 6.05.025

⁷ Lynden Municipal Code 5.02.020 and Ferndale Municipal code 5.04.030



4. G Trial Period and Right to Award to Next Lowest Bidder

A ninety (90) day trial period applies to contracts awarded by this solicitation. During the trial period, CONTRACTOR must successfully perform. Failure to perform may cause immediate cancellation of the Contract. If a dispute occurs as to acceptability of product or service, WTA's decision prevails. WTA will only pay for work performed on authorized work orders up to termination. If the Contract is terminated within the trial period, WTA may award the Contract to the next lowest responsible bidder submitted a responsive bid. Any new award is also subject to a trial period.

Part 5 – Special Terms and Conditions

A successful Proposer will execute a formal contract with WTA, which Contract shall include expressly or by reference the terms of this Request for Proposal, the general terms and conditions set out in Appendix A, and the following particular terms and conditions. Each and all of these applicable terms and conditions should be factored into any proposal:

5. A Contract Term, Compensation, and Invoice Payments

1. Contract Term: The initial length of the Contract will be three (3) years, and WTA may, in its discretion, extend the Contract for two (2) additional two (2) year increments. Total contract length with all extension options will not exceed seven (7) years.
2. Compensation: WTA will only issue payments against an approved Purchase Order.
3. Invoices: Payment will be based on Net thirty (30) day terms from the date of invoice receipt at ap@ridewta.com. WTA is open to negotiating different payment terms (i.e. 3% Net 15, etc.). Contractor will submit invoices no later than the 5th of the month following work performance. WTA reserves the right to refuse payment on invoices for work that completed sixty (60) days prior to the invoice receipt. Year end invoices will be submitted no later than January 20 each year unless otherwise approved in writing by WTA's Accounting Manager or designee.

Invoices must be addressed to Accounts Payable or emailed to ap@ridewta.com. WTA will not be responsible for late payments due to incorrect routing on the part of the vendor.

5. B Subcontractors

Contractor shall perform at least 90% of the work with its own organization.

All subcontractors must be pre-approved by WTA before they begin work. WTA reserves the right to investigate subcontractor responsibility prior to confirming award, if subcontractors are known. WTA will not approve change orders to the proposal or final contract price for replacing rejected subcontractors.

Prime contractors are required to provide a copy of the sub-contract or purchase order to WTA. Any sub-contract will contain the same language as required in Appendix A.

Before the sub-contractor starts, shall submit the following documents:

- Insurance requirements listed in Appendix A or furnish proof of inclusion of the Prime Contractors insurance
- Provide proof that all individuals are properly licensed, certified, and/or bonded to perform the contracted scope where applicable

Contractor will be jointly and severally, and vicariously liable to WTA for any work performed by its subcontractors, and responsible for the work of, including, but not limited

to the adequacy, timeliness, efficiency, and sufficiency, its subcontractors. All subcontractors will have sufficient knowledge, skill, and experience to perform the work contracted to them.

WTA will not be held responsible for the contractual relationship between subcontractors and Contractor. Contractor will maintain and monitor all subcontractor performance, payment, project delivery requirements, and relationships as they pertain to the Prime's ability to successfully complete a project.

5. C Limitations of Liability

WTA is unable to agree to any limitation of liability in the event of a claim or issued judgment through the performance of a contract. This is considered a gift of public funds and is unenforceable by the Washington State Constitution⁸.

5. D Price Adjustments

Prices shall remain firm-fixed for the duration of the initial three (3)-year Contract Term. Unless specifically requested in writing no less than sixty (60) days before the contract renewal, the Option term rates provided on Proposers' original Price Sheet Exhibit B will apply for each renewal term entered and shall be firm-fixed for the duration of that two (2)-year option term unless a further price relief adjustment is permitted in accordance with this section.

WTA reserves the right to approve, deny, or negotiate any price adjustments.

Contract price decreases and increases will be calculated using the CPI-U with the following parameters to obtain the Series ID CUURS49DSAS:

- Not Seasonally Adjusted
- AREA: Seattle-Tacoma-Bellevue, WA
- BASE: Current
- ITEM: Services
- PERIODICITY: Monthly

Price increases may not exceed 10% from the previous terms contract price. Contractors wishing to propose a higher increase will be required to submit additional documentation in support. Documentation may include but not be limited to: actual receipts, maintenance logs with costs, or subcontractor invoices.

Only in the event of market volatility pertaining to equipment or materials used in the provision of the work scope, WTA may consider requests for relief from the Contractor at any time during Contract. Contractor will submit specific and detailed documentation of a need for such relief. Documentation will include but not be limited to: actual receipts and

⁸ Article VIII, Section 7, "Credit not to be Loaned"



invoices, payroll data, and any other documentation supporting Contractors claim of market volatility.

5. E Insurance Requirements

Contractor will be required to furnish insurance as outlined in Appendix A for each year the contract is effect.

Part 6 – Public Disclosure Law

WTA complies with RCW Chapter 42.56. All proposals and Contract documents will be disclosed if a Public Disclosure Request (PDR) is submitted, unless a proper exception applies. It is Proposers responsibility to be familiar with RCW Chapter 42.56 and what WTA's confidentiality limitations are.

WTA will not execute non-disclosure agreements.

Proposals Marked Confidential:

If WTA receives any public disclosure request that includes a request for all or a portion of any proposal, WTA is required to comply with this request under RCW Chapter 42.56, subject to any exception that may apply to WTA. Nonetheless, any information provided by Proposer labeled "Confidential" or "Proprietary" but does not, in WTA's opinion, fall into an exception from public disclosure, will be initially withheld and WTA will notify Proposer of the request. WTA will continue to withhold the confidential or proprietary labeled materials for a total of fourteen (14) days after providing notice. Thereafter, WTA shall release the confidential or proprietary materials pursuant to the public records request, subject to any court order or injunction that Proposer may obtain.

The Proposer assumes all costs of any legal actions, and shall reimburse WTA for administrative, expert and costs and attorneys' fees it incurs arising from dealing with bidder's labeling of any portion of the bid as "Confidential" or "Proprietary," including those arising from any legal action commenced by bidder. Submission of a bid is agreement with this section.

Public Records Application to Documents of Vendor

As a public contract, all records prepared, generated or used by a successful vendor or its/his/her agents, employees and subcontractors relating to the Contract and associated work will be subject to being a "Public Record" under RCW Chapter 42.56. Proposer, if selected, shall maintain and retain all such records in a manner that is accessible and WTA shall have the right to review and inspect such records upon request, for a term of three (3) years following completion of the Contract work. All records subject to a public disclosure request will be provided to a requester. WTA may only refrain from disclosing any record based upon an exemption that is applicable to WTA, and will not refrain from disclosing any record under an exemption that may be personal to the Proposer. Proposer will need to seek judicial approval to prevent such disclosure, at its expense. Proposer, if selected, shall insert this provision in all contracts with subcontractors or agents providing services relating to the Contract.

Part 7 – Proposer’s Checklist

By submitting a Proposal, Proposers agree to be bound by and adhere to all legal requirements and contract terms and conditions contained in this solicitation document.

WTA WILL NOT NEGOTIATE ANY ASPECT OF THE REQUIRED SERVICE OR ANY CONTRACT TERM OR CONDITION ONCE THE INTENT TO AWARD IS ISSUED. WTA WILL NOT MAKE ANY CONCESSIONS FOR PROPOSERS WHO ARE NOT COMPLETELY FAMILIAR WITH THE SCOPE OR CONTRACT REQUIREMENTS.

The following information, forms and documents contained in this solicitation shall be completed and submitted as the first section of the original bid document. Proposals not adhering to the provided directions may be disqualified as non-responsive.

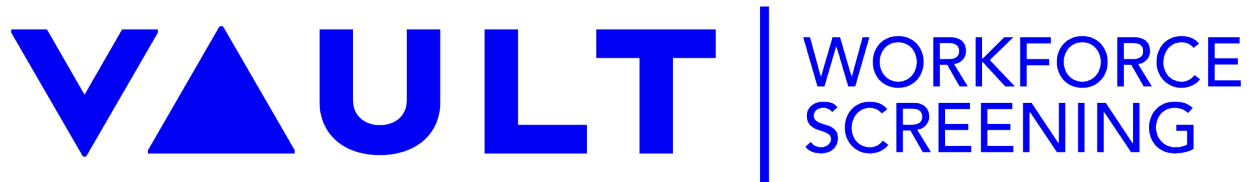
WTA has included, as an editable file named “2023-007 RFP Exhibit A – F Fillable Bid Forms.doc” to be used for bid submission.

- ☐ Solicitation Response (Exhibit A)
- ☐ Proposal Cost (Exhibit B)
- ☐ Proposal Confirmation & Cover Sheet (Exhibit C)
- ☐ Proposer Information & References (Exhibit D)
- ☐ Debarment and Compliance (Exhibit E)
- ☐ Conflict of Interest (Part 3E)

Proposers are advised that the following will be incorporated into the final contract:

- Request for Proposal including Appendices
 - Appendix A – General Contract Terms & Conditions
 - Appendix C - Safety Sensitive Positions
 - Appendix D – Designating WTA as a Drug & Alcohol Free Workplace
 - Appendix E – Drug & Alcohol Abuse Prevention Program Definitions
 - Appendix F – Establishing Drug & Alcohol Testing
 - Appendix G – Training Employees on the Drug & Alcohol Abuse Prevention Program
 - Appendix H – Receiving Drug & Alcohol Abuse Assistance
 - Appendix I - Establishing WTA’s Drug & Alcohol Abuse Prevention Program
 - Appendix J – DOT Covered Substances 49 CFR Part 40
- Issued Addenda (if applicable)
- Contractor Completed Exhibits A – F
- Contractor Submitted Operational Procedures
- Executed Contract (Sample Appendix B) including any SaaS agreement required as part of web portal access.
- Purchase Orders

Proposers are responsible for ensuring they can access all Exhibits & Appendices.



**Request for Proposal
WTA RFP # 2023-007
for
Drug and Alcohol Testing
Occupational Health**

Whatcom Transportation Authority
4011 Bakerview Spur Rd.
Bellingham, WA 98226
(360) 788-9332
procurement@ridewta.com



Prepared by
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PROPOSAL FORMS

Proposals will conform to the following:

- Pages of the proposal should be numbered
- Sections clearly identified
- Single spaced, no columns
- Minimum twelve (12) point font
- Exhibit A will be no more than ten (10) double sided pages, excluding forms requested in the exhibits
- A single, searchable PDF file with the submission and all completed forms

Proposals will be received only through WTA's contract portal:

<https://wta.cobblestone.software/gateway/SolicitationPublicSearch.aspx>.

By submitting a Proposal, Proposer is assuring that they have reviewed the solicitation request in its entirety. WTA will not approve change orders for items requested in the scope, but not included in the proposal price.

Proposal prices do not include sales tax, although WTA is not tax exempt.

Proposals with altered Exhibits will be considered non-responsive.

EXHIBIT A: SOLICITATION RESPONSE

Exhibit A will be no more than ten (10) double sided pages with any exclusions noted.

1. A brief history and description of the Proposer, including organizational structure, capabilities, number of years in business, size, business activities and services provided, and areas of specialization. Include experience with DOT drug & alcohol testing programs, as well as conducting DOT physicals. Refer to 3.C Minimum Proposer Qualifications for more information.

First Hospital Laboratories, Inc., d/b/a Vault Workforce Screening is a Third-Party Administrator of drug, alcohol, and occupational health programs with 34 years of experience helping employers design and manage their testing and compliance programs. Our clients represent industries ranging from state governments to Fortune 500 companies nationwide, and our programs respect the individual cultures and operational needs of each unique partnership. Vault Workforce Screening, formerly known as First Hospital Laboratories, Inc. d/b/a FSSolutions, Inc., was acquired by Vault Health, Inc. in 2021; thus, in this document, all references to experience and history regarding Vault Workforce Screening reflect 34 years of cumulative service in the industry. We are a privately held corporation, headquartered in Coral Gables, Florida, with 247 employees working remotely nationwide to deliver drug and alcohol testing, occupational health services, and background screening within a changing regulatory landscape.

Vault provides high-quality, trusted, and effective solutions for DOT regulated and non-DOT regulated employment compliance via our network of 16,000+ collection sites and SAMHSA certified labs nationwide. Offerings include an extensive variety of services such as PE Basic Physical Exams, DOT physicals, titers, respirator fit testing, and pre-employment, random, reasonable suspicion, post-accident, follow-up and return-to-duty drug and alcohol testing.

Vault has significant experience performing work similar to the size and scope described in WTA's RFP seeking drug, alcohol, and occupational health services—and as **WTA's incumbent vendor for such services, we endeavor to build upon the Vault-WTA partnership by continuing to provide an outstanding solution and superlative experience.**

First Hospital Laboratories, Inc. d/b/a Vault Workforce Screening meets all Minimum Proposer Qualifications as specified in section 3.C.

2. Provide samples of the various reporting types available on the web portal. Include screen shots of any available dashboards. Alternatively, proposers can provide a test environment web-link.

Vault's First Request platform tracks status updates for the full lifecycle of drug and alcohol screenings, from collection to results. Corresponding reports documenting the testing



journey can be generated in Excel or PDF format, utilizing the platform's tracked data points. First Request's internal messaging system connects you to Vault support in three hours or less, should you encounter any technical issues during platform navigation or require further direction based on findings.

Data dashboard security access levels can be set for individual users at WTA's discretion and authorization. Real-time program oversight, ETA tracking, and turnaround time reporting is accessible to all stakeholders given authorization to access the homepage pictured below. Vault is more than happy to provide extensive training on how to maximize the real-time notification tracking and status benefits your WTA client dashboard provides.

Result Reporting Homepage + Export Functionality

*Reports are available for download from the
Client Homepage.*

The screenshot displays the WTA Client Homepage dashboard. At the top, there is a navigation bar with tabs: Home, Dashboard, Results, Random Management, Reports, and Resources. Below the navigation bar, the dashboard is organized into four main panels:

- Results**: Contains links to Drug & Alcohol Result Database, Assigned Collection Sites, First Request Scheduling, Occupational Health Physicals, and Background Screening.
- Random Management**: Contains links to Random List, Random Compliance Report, Random Employee Report, Random Pool Report, Random Access Report, Random Tests By Collection Date Chart, Random Tests By Day Of Week Chart, and Random Tests By Time Of Collection Chart.
- Reports**: Contains links to Drug & Alcohol, Test Summary Report, Test Type Report, Search History Report, and Collection Time Report.
- Resources**: Contains links to DOT Updates, Vault Health Workforce Screening Reports, Vault Health Workforce Screening News, and Forms.

At the bottom of the dashboard, there is a footer with links to Privacy Policy, Terms of Use, and Contact Us.



Standard Drug and Alcohol reports include the following items:

- Test Summary Report
- Test Type Report
- Search History Report
- Collection Time Report
- Random Compliance Report
- Random Employee Report
- Random Pool Report
- Random Access Report
- Random Tests by Collection Date Chart
- Random Tests by Day of Week Chart
- Random Tests by Time of Collection Chart
- Additional reports as needed

Test Summary Report Example

Enter report **search criteria**.

Criteria: Client Search Client Search Client Regulated Transportation Demo ▼

Start Date * 1/1/2021 End Date * 12/31/2021

Type DOT & NONDOT ▼ Individual Total ☒ DOT Agency All ▼ Separate By Submit

Test Summary Report
For the Period:
1/1/2021 through 12/31/2021
Generated on 1/30/2023 9:10 AM

Vault HEALTH | WORKFORCE SCREENING

Client: Regulated Transportation Demo

Sarah Boone

DOT & NonDOT Drug Tests

Type	Total#	Neg	Pos	MJ	Cocaine	PCP	Opioids	Amphets	Refusal Results				Cancel
									Adulterated	Substituted	Shy Bladder	Refusal	
PreEmp	61	60	1	1	0	0	0	0	0	0	0	0	0
Random	35	35	0	0	0	0	0	0	0	0	0	0	0
FollowUp	0	0	0	0	0	0	0	0	0	0	0	0	0
PostAcc	1	1	0	0	0	0	0	0	0	0	0	0	0
ReasSusp	0	0	0	0	0	0	0	0	0	0	0	0	0
RTD	1	1	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	98	97	1	1	0	0	0	0	0	0	0	0	0

DOT & NonDOT Alcohol Tests

Type	Total#	Screening <0.02	Screening >= 0.02	Confirmations	Confirmations >= 0.02 and <0.4	Confirmations >=0.04	Refusal Results			Cancel
							Shy Lung	Other Refusals	Refusals	
PreEmp	0	0	0	0	0	0	0	0	0	0
Random	3	3	0	0	0	0	0	0	0	0
FollowUp	0	0	0	0	0	0	0	0	0	0
PostAcc	0	0	0	0	0	0	0	0	0	0
ReasSusp	0	0	0	0	0	0	0	0	0	0
RTD	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0
TOTAL	3	3	0	0	0	0	0	0	0	0

3. Describe your web portal including:
- A. Data encryption and data security

Vault complies with all information protection and data privacy laws and regulations. Vault ensures the appropriate perimeter security controls, including firewalls, Intrusion Detection Systems (IDS) and/or Intrusion Prevention Systems (IPS) are in place and properly maintained. Any equipment (production or non-production), including but not limited to VPN connections and Remote Desktop Client containing Vault's Data or client information will log all security-related activities and events. Vault maintains these logs as per the Vault's Retention Schedule (180 days).

The logs must contain at a minimum:

- Date and Time
- Client IP Address
- User Name
- Server IP Address
- Server Port
- Bytes Sent
- Bytes Received
- HTTP URL and Referrer

One or more Intrusion Detection System (IDS) and/or Intrusion Prevention System (IPS) devices are installed and actively monitored for all major network segments and switching locations. IDS and IPS systems must be maintained and up to date at all times, and as noted above, vulnerability scanning is performed quarterly.

When required for regulatory or compliance reasons, Vault will ensure appropriate encryption techniques are used on all data in transit and at rest (i.e., backup). Transmissions made across public networks will also be appropriately encrypted and/or secured. When deemed necessary, a secure and/or encrypted path will be established for email traffic (i.e., TLS). Vault reserves the right to change these connection requirements.

- B. Data Center and Backup Data Center information
- a. Where are the physical locations of backup storage sites?

When Vault finalized an Azure migration on Friday, March 17, 2023, the last physical location was closed. All Vault resources and backup data is now in Azure Cloud, with primary region being Azure US East. The backup/DR region is in Azure US Central.

- b. Who has access to these physical locations?

No physical location remains. Only a small group of five engineers have access to the backend resources and backup data in Azure.

- c. Do those individuals with access do anything with the data or the servers the data is stored on?

Only the Vault infrastructure and SRE teams (the five engineers mentioned above) have access to any backend Azure Resources or backup data. The only usage of the data would be for a data restore, if required for business reasons, monitoring, or for data verification.

C. Disaster recovery plan

Data Protection and Business Continuity methodologies are employed for all business-critical IT systems. Vault incorporates a combination of on-site and off-site backup and data replication solutions as well as high availability data center technologies with redundancies for hardware and data connections. Vault has implemented a data hot site for disaster scenarios. Full backups and replication updates are conducted nightly for most data, with business-critical databases replicated off-site every 5-15 minutes depending on criticality.

Vault incorporates plans to maintain or restore services, within the specified timescales, following an interruption to, or failure of, critical business processes.

The business continuity plan covers the following:

- Identification and agreement of responsibilities and emergency procedures
- Implementation of emergency procedures to allow recovery and restoration within required timescales
- Documentation of agreed upon procedures and processes
- Appropriate education of staff in the agreed emergency procedures and processes, including crisis management
- Semi-Annual testing and annual updating of the plans

Paper records retention is compliant and managed by operations with records pertaining to covered information retained indefinitely in the database. Backups of the database files for disaster recovery and business continuity are taken daily, stored for 30 days, and periodically stored off-site.

D. Issue response, issue triage/classification information, and resolution times

Messages regarding any issue, including technical issues, will be returned within three hours (though generally much faster) and resolved with the upmost speed and efficiency. Vault leverages in-house IT staff and support personnel to respond to any situation with urgency.

E. Technical support availability

Technical support is available any time. Vault Workforce Screening employs remote professionals across the United States, with after-hours support staff available 24/7/365.

F. Web portal service availability and minimum uptimes

Vault Workforce Screening provides uptimes exceeding 99%, with at least two weeks' notice given to clients for any scheduled downtime.

4. Provide a copy of any SaaS agreement required as part of web portal access (not counted against page limitation). Proposers are advised to review Appendix A. WTA will not execute any additional agreements that contradict or otherwise conflict with the General Terms and Conditions. WTA reserves the right to negotiate any SaaS agreement with the selected Contractor.

There is no separate SaaS Agreement required to grant web portal access associated with the utilization of Vault Workforce Screening's employment screening services.

5. Address how you propose to conduct, track, and protect results of drug testing per DOT guidelines.

As a Third-party Administrator of drug, alcohol, and occupational health services, Vault provides an all-in-one service to manage a full-cycle drug and alcohol testing program comprehensively. Communications between collection sites, Vault, and our systems are managed automatically via our ordering and results platform, First Request, with additional contact conducted by email and phone.

First Request offers electronic chain of custody forms (e-CCFs) and molds the exchange of information into a closed circuit of communication with secure results exchange. From the collection site to Vault staff, to WTA's Designated Employer Representatives, and back again, the scheduling of services, management of collections, and result retrieval processes intersect within one streamlined, electronic platform.

Based on security settings set by WTA stakeholders, each appointed user can add and customize multiple modules to their personal dashboard(s) within Vault's web-based client portal. Upon completing the onboarding process, pre-identified WTA users will be given specific permissions at the discretion of WTA's leadership, granting the appointed users access to specific information pertaining to their role, while limiting the spread of sensitive information within the organization. Your customized dashboard will show current snapshots of real time service data, keeping WTA's Designated Employer Representatives fully apprised of progress toward completion, in real-time.

Drug and alcohol test results are available in First Request in as little as two business days. As an extra avenue of real-time testing and result communication between our organizations, email preferences can be set to alert WTA's representatives any time new data from a donor arrives, or simply when a test result is newly available within the First Request system. This feature can also be turned off at your convenience.



Vault will advise WTA of any changes in federal requirements and act as a subject matter expert on issues related to federal regulations. Vault's MRO staff and compliance leaders are subscribed to the mandatory DOT Listserv to stay abreast of regulatory requirements, as they change, and will proactively advise you on changes affecting your program operations. In addition, our Account Representative staff is trained on all DOT and non-DOT regulations with a working knowledge of the unique operational requirements for each client; they will always closely monitor WTA's daily account activity through a regulatory lens.

During your onboarding process, WTA stakeholders and designated employer representatives will be introduced to key Vault personnel supporting WTA's education and digital drug and alcohol testing program compliance. Vault will provide online resources for reference upon completion of initial program implementation and subject matter training; our support teams and client-accessible experts will remain available to support any issues or uncharted situations throughout the life of your program's operation.

6. Identify your company's physical location and hours of operation.

Vault Workforce Screening employs remote professionals across the United States, with after-hours support staff available 24/7/365. Subject Matter Experts and Vault's Account Coordination team are accessible during regular business hours, Monday-Friday, from 8-6pm ET. Vault Workforce Screening is headquartered at the physical address below:

**255 Alhambra Circle
Suite 700
Coral Gables, Florida, 33134**

7. If 24/7 collections are available, provide information regarding those services and any restrictions/costs involved.

Vault Health Workforce Screening coordinates testing 24/7/365 through a nationwide network of 16,000+ laboratories and collection sites, ensuring a high-quality collection process to meet specified regulatory requirements as mandated by the Department of Transportation and WTA's policies. Collections are conducted by qualified collectors and sites are regularly monitored for performance and accuracy. Upon award, if coverage within a certain area is not sufficient, Vault will work to add new clinics nearby, to service WTA's program with our high standards of compliance; in the event of an emergency, we will also work to coordinate services with clinics outside our network if needed, anywhere, any time.

After hours service is available via a dedicated toll-free phone number, monitored round-the-clock by a human, Vault staff member in the USA. Emergency Event Coordination fee includes:

- Location of collection site through Vault Health Workforce Screening nationwide network, 24/7/365
- Cost of panel /screen (Quest 67643N [DOT] or 66405N [NDOT] / CRL W215 [DOT] or 30C7 [NDOT] / BAT Alcohol)
- Direct, Vault-managed communication with collection site and/or mobile collector
- Detailed call tracking within First Request scheduling application
- Transportation coordination of donor to the collection as necessary (fees for transportation passed through)
- Combined monthly invoicing with other services provided by Vault Health Workforce Screening

Emergency Event Coordination fee does not include:

- Onsite (mobile) and/or After Hours fees, applicable at cost plus 15%
 - Ancillary costs incurred for parking, tolls, etc., and standard IRS mileage rates, applicable at cost plus 15%
8. Identify your MRO and other staff involved in your DOT drug & alcohol testing, and indicate their training and qualifications, and tenure with your company. Refer to 3.C Minimum Proposer Qualifications for more information.

Vault's Chief Medical Review Officer (MRO), Dr. Suzanne L. Steele, is a highly respected expert on DOT and non-DOT regulated drug and alcohol testing issues. As Chief MRO, Dr. Steele has been MRO certified for twenty years and provides education and guidance to Vault's MRO staff, all licensed physicians with backgrounds in substance abuse treatment, medical use of prescription drugs, and the pharmacology and toxicology of illicit drugs.

Dr. Steele is a family medicine physician with nearly 30 years of experience and specialization in employee and occupational health. She has been a USCIS Designated Civil Surgeon for the U.S. Department of Homeland Security for more than a dozen years and a Veterans Evaluation Examiner/Evaluator for more than two years. As a graduate of Hahnemann University College of Medicine (the current Drexel University College of Medicine), Dr. Steele completed a post-baccalaureate program in family medicine at the Sackler School of Medicine at Tel Aviv University and received her bachelor's degree in Biologic Basis of Behavior from the University of Pennsylvania.

Dr. Steele ensures collection and examination procedures are closely monitored to maintain strict compliance with federal and state guidelines and smooth adherence to routine business practices; further, Dr. Steele reviews all tests performed to ensure fair administration and accurate reporting.

Vault also employs **two CSAPA credentialed individuals: Regina Doural, General Manager of Compliance Services and Shawn O'Neil, Compliance Officer and Chief Privacy Officer**. Their accessibility and consultative approach to client service places their

cumulative expertise at your fingertips, providing the highest level of programming for drug and alcohol testing and occupational health services. Mr. O’Neil and Ms. Doural are equipped to advise on any testing situation, alleviating the burden of WTA’s interpretation and response to regulatory requirements, even as they change. Backed by Vault’s expert partnership, WTA can have the peace of mind to meet any regulation with ease and preparedness.

9. Identify the physician(s) you anticipate will conduct DOT pre-employment physicals, their training and qualification, and their tenure with your company. Refer to 3.C Minimum Proposer Qualifications for more information.

Our nationwide network of collection sites and providers includes National Registry Certified Examiners (NRCME) for accurate, reliable DOT Physicals. To become a certified medical examiner listed on the National Registry, the physician has completed training and testing on the Federal Motor Carrier Safety Administration’s physical qualifications standards and guidelines. For further assurance, Vault’s team of experts complete a Quality Review of every Commercial Driver Medical Exam performed, to ensure regulations and industry standards are met—we work with the examiners directly, in conjunction with our on-staff National Medical Advisor, to make absolutely certain the physical has been performed with the highest standard at heart . If the medical examiner finds the candidate physically qualified to drive a commercial motor vehicle (CMV), the examiner will furnish a copy of results to WTA and to the employee/candidate examined, along with a completed and signed Medical Examiner’s Certificate.

The following medical examiners currently provide DOT Physicals to WTA at **Whatcom Occupational Health**, located in Bellingham, and will continue performing admirably throughout the life of a new contract:

- **Eric Smith, M.D.** – Clinic owner for 20 years
- **Denise Taylor, PA-C** – 8+ years of service
- **Irene Villalpando, MSN, ARNP, FNP-C** – Joined clinic in December of 2022

The following medical examiners currently provide DOT Physicals to WTA at **Care Medical Group**, located in Bellingham, and will continue performing admirably throughout the life of a new contract:

- **Richard Wei, M.D.** – 10 years with Care Medical Group
- **Scott Johnson, PA-C** – 10 years with Care Medical Group
- **Mark Vandervort, PA-C** – 10 years with Care Medical Group
- **Sarah Hall, PA-C** – 1 year with Care Medical Group
- **Melissa Jay, PA-C** – 8 months with Care Medical Group

10. What is the staff to client ratio?

Vault’s staff ratio to active, current clients is 1:7.

11. How many collection sites do you have and where are they?

Vault Workforce Screening's solution is built on an accessible, nationwide network of over 16,000 collection sites and SAMHSA-certified labs ready and able to provide comprehensive DOT and non-DOT regulated drug and alcohol testing services and occupational health services to clients across the United States. We continually evaluate, reevaluate, and add service providers to our network of professionals for the highest quality services, all while keeping your employee/candidate's travel time reasonable. Vault manages the testing process, aggregation and storage of data, consolidated billing, reporting, and quality assurance of the entire program, including MRO services. This distinctive, people-forward, proactive coordination will provide WTA with consistent, reliable access to services across the U.S.—and should additional coverage ever be needed, we can coordinate new, qualified sites serving your program on a permanent or temporary basis, often in just 24 hours. **Vault has identified six collection sites within WTA's primary service area.**

Local Service Providers					
Testing Provider	Address	City	Distance* (in Miles)	On-Site /Mobile	After Hours
JCC Mobile Testing	4165 Hannegan Road	Bellingham	0.6	x	x
Whatcom Occupational Health (After Hours Only)	3010 Squalicum Parkway	Bellingham	2.6	x	x
Care Medical Group	4043 Northwest Avenue	Bellingham	3.3		
Bostec Inc.	8112 Guide Meridian	Lynden	12.6	x	x
Integrity Safety Services – Ferndale	7049 Kickerville Road	Ferndale	17.4	x	x
Integrity Safety Services – Anacortes	12389 Reservation Road	Anacortes	36.8	x	x

*from 4011 Bakerview Spur Road, Bellingham, WA 98226.

12. Do you offer any mobile or onsite collection services?

As a third-party provider, Vault Health Workforce Screening contracts directly with clinics and service providers across the United States. We have identified six service providers as ready and able to perform on-site/mobile and in-clinic testing services for WTA across the primary service area, as specified. Electronic registrations and custody and control forms are available at all sites, save one (Bostec, Inc.); this has been facilitated by a change of service lab, from WTA's current provider, LabCorp, to Quest Diagnostics and Clinical



Research Laboratory (CRL). **Sites with on-site/mobile are denoted above with 'X'.**

13. Do you collaborate with any other organizations to evaluate and interpret drug testing results? If so, provide who they are and their experience.

We do not collaborate with any other organizations to evaluate and interpret drug testing results.

Vault's MRO staff, led by our in-house Chief MRO, Dr. Steele, will gather and review documentation as needed to determine the positive or negative status of an employee's substance use. Confirmed non-negative (positive, substituted, adulterated) results are reported to the Medical Review Officer within 48-72 hours of the lab's receipt of the specimen. After the MRO verifies a non-negative test result, WTA's Designated Employer Representative will receive a call from a member of Vault's MRO Staff to alert them of the verified non-negative test result's release to the First Request system. MROs will generally certify any non-negative results within 48-72 hours.

Making donor contact directly, Dr. Steele takes great care in assessing the donor's medical history and prescribed medications before making a final determination; she is also directly accessible to your designated employer representatives to further explain any complex result findings. The MRO staff reviews chain of custody forms for the smallest of administrative errors, resolving all chain of custody discrepancies quickly to ensure 100% completion of forms before final uploads to WTA occur. **In 2021, less than 1% of tests conducted across Vault's client portfolio resulted in a cancelled flaw.**

14. Do you test the samples for any substances or compounds other than what is outlined in Appendix J (DOT Covered Substances)?

Vault Workforce Screening does not test samples for any substances or compounds other than what is outlined in Appendix J for safety-sensitive employees, regulated by the Department of Transportation. WTA's DOT-regulated employees' samples will only be tested for the presence of 1.) Marijuana metabolites, 2.) Cocaine metabolites, 3.) Amphetamines, 4.) Opioids, and 5.) Phencyclidine (PCP). Any additional substances requiring screening can of course be brought in on NDOT and non-regulated panels on request. **Vault can test for hundreds of substances, both emerging and mainstay; further conversation is welcome to create the panel most conducive to the safety and security of your community.**

15. What measures are taken to ensure patient confidentiality and test result accuracy?

Our in-house team of compliance experts partner fully with all our clients to navigate the ever-changing DOT regulations for the Federal Transit Administration, National Highway Traffic Safety Administration, Federal Motor Carrier Safety Administration, and efforts to uphold drug free workplaces. We have the experience, capacity, and commitment to respond quickly and flexibly to determine the substances that are appropriate to test, and the methodology conducive to accuracy and adherence to regulation. Similarly, should

requirements change under union contracts, federal recommendations, or your individual organization's circumstances, Vault will work closely with WTA to make any adjustments. Vault ensures the collection process is of high quality and meets specified regulatory requirements by continually monitoring collection sites throughout the life of your contract to ensure technicians and personnel are meeting relevant regulations and that all chain of custody procedures are appropriately completed. Collectors used to serve your program are fully trained and must undergo training every five years. Optimal adherence to our high standards is required—if a collector makes a mistake causing a specimen to be rejected, the collector involved will receive mandatory error correction training and must demonstrate renewed competency. **In 2021, less than 1% of tests conducted across Vault's client portfolio resulted in a cancelled flaw.**

Vault's Results Retrieval team works with clinics and collection sites daily to assemble screening and test result documentation as quickly as possible, reviewing for any item mistakenly left open or unaddressed. Once forms have been filled out completely, the MRO team performs a quality review of all testing documentation for the smallest of administrative errors, to keep the chance of a test resulting in a cancelled flaw, extremely low.

Vault maintains the confidentiality of information received from our clients and manages information efficiently. We secure data with bank-grade encryption, at rest and in transit, and our platform is designed to prioritize compliance, updating processes and information concurrently as new laws go into effect. WTA's Designated Employer Representatives will have access to First Request to retrieve data via secured HTTPS using sha256RSA with 2048-bit encryption. Permissions can be modified to fit any use case or department, as needed.

16. Provide your firms detailed, written operational procedures to ensure compliance with all applicable regulations as part of your submission (not counted against page limitation).

Vault is proud to provide employment screening solutions to deliver airtight compliance and an outstanding customer experience. We strictly adhere to all requirements set forth in 49 CFR Part 40, as amended, with regard for non-DOT testing allowances and any unique policy requirements set forth by our clients. Should regulations change under union contracts, federal recommendations, or individual circumstances, Vault has the experience and commitment to respond quickly to meet any such regulatory requirements and the needs of WTA comprehensively. Compliance monitoring and quality assurance is woven into every aspect of service delivery, from order initiation, clinical services, laboratory testing, and MRO review, to results communication.

Order Initiation

During order initiation, WTA's Designated Employer Representative (DER) will select services for completion and identify the test reason for DOT-regulated and non-DOT regulated employees with the click of a button. Once appropriate services have been successfully ordered, the employee is notified to attend and commence, based on the requirements set by WTA's ordering DER and the pre-set program specifications in our



ordering system, First Request. Regardless of testing type or clinical service required, First Request's Donor Site Selection feature allows the WTA employee or DER to choose the clinic best suited for services in the circumstance (distance to travel, hours, etc.). WTA's DER will also be able to see and assign clinics by fastest service turnaround times.

The employee selected for testing or examination will receive multiple digital touchpoints along the way, confirming the services they must receive, any materials they need to bring and notes regarding DOT or non-DOT association, to ensure the appropriate screening service is applied to each safety-sensitive or standard employee, as required.

Clinical Services

Vault's 16,000+ clinic providers and collection sites are consistently held accountable to the quality of work provided to our clients. Vault takes great care in procuring clinics with appropriately licensed professionals and service capabilities to exceed expectations and meet regulatory requirements. Clinic location, hours, and accessibility are all taken into account to ensure abundant coverage, and the collection sites, clinics, and labs selected to support your program are chosen based on WTA's unique regulatory requirements and operational realities. We take an exhaustive approach to contract negotiations, hold routine vendor meetings, prioritize constant evaluation, and lead with data to add new clinics to our nationwide network. Vault's dedicated Procurement Team will continue to keep a pulse on your network's performance throughout the life of the contract, incorporating feedback provided from WTA to add and remove clinics, if necessary, and deliver the best quality and experience available in the industry.

Our network includes National Registry Certified Examiners (NRCMEs) to complete services like DOT Physicals, and all drug and alcohol sample collections are conducted by qualified collectors and breath alcohol technicians. Vault uses an Evidential Breath Testing (EBT) device included on the Conforming Products list and approved under 49 CFR Part 40 for regulated breath alcohol testing services. The EBT distinguishes alcohol at a 0.020 alcohol concentration level from acetone; the device also tests an air blank for a control reading of the device's internal standard. External calibration frequencies are listed on the QAP created by the device's manufacturer. 49 CFR Part 40 requires collectors to follow the manufacturer's instructions including performance of external calibration checks at the intervals the instructions specify. Though not required by DOT, best practice indicates external calibration checks occur after every positive test result.

Materials required for drug testing specimen collection are supplied for WTA's use, including urine collection containers, split sample collection kits, temperature sensitive strips, tamper evidence tape, transportation box/bag(s), and preprinted chain of custody forms in compliance with federal, state, and local regulations. Specimens will be transported from collection sites to the appropriate lab(s) within 24 hours of collection.

Laboratory Testing

All non-DOT and DOT-regulated tests are performed by laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA). Vault Workforce

Screening leverages a network of lab partners, all of whom are fully integrated into our processes and products. We employ industry experts who are well versed in the federal and state requirements for split specimen urinalysis drug testing and breath alcohol testing as stipulated in 49 CFR part 40. Upon receipt of the specimen, the lab will run a screening test based on the panel selected. If findings are negative, the result is released to the First Request system; if the initial screening returns a non-negative result, the lab runs a confirmation test. The findings are then sent to the Medical Review Officer (MRO) for review.

MRO Review

When the specimen is shipped to the lab for testing, the Chain of Custody form is sent from the collection site to Vault's MRO. And once the lab communicates findings with the MRO, final result interpretation and determinations are completed by Vault's Chief MRO, Dr. Suzanne L. Steele. Dr. Steele is an expert in DOT regulations—she will conduct all donor interviews, and may order additional testing, if necessary, to determine a final result in light of new information uncovered during the donor interview, in full compliance with DOT regulations. Vault's MRO staff reviews chain of custody forms for the smallest of administrative errors to keep the chance of a test resulting in a cancelled flaw extremely low.

Results Communication

Once a determination has been made by Vault's MRO for drug and alcohol testing, the WTA's Designated Employer Representative (DER) will receive a call from a member of the Vault Workforce Screening MRO staff to alert them of the verified non-negative test result's release. Once positive results are confirmed and available, the positive result copy will be confidentially emailed/faxed to the DER and the original copy mailed to the representative via USPS. Vault provides an official documentary record of results of drug and alcohol testing in a timely manner, including the Chain of Custody Form (eCCF/ATF) and the confirmed alcohol or verified drug test result. Once results are verified and available, Vault will report to the employee and WTA within 24 hours, in most cases.

When it comes to clinical services like DOT Physical exams, for example, Vault's team of experts complete a Quality Review of every DOT Physical conducted to ensure firm compliance with regulations and industry standards. We work with the examiners directly in conjunction with our on-staff National Medical Advisor to ensure quality and safety standards are met. If the medical examiner finds the employee or candidate examined physically qualified to drive a commercial motor vehicle (CMV), the medical examiner furnishes a copy of results to WTA and to the employee/candidate examined, along with a completed Medical Examiner's Certificate.

Breath Alcohol test findings are communicated directly to WTA's DER by the qualified breath alcohol technician themselves, usually within 24 hours. Appropriate documentation supporting breath alcohol testing will also be securely transferred to WTA's representative including records related to the calibration, inspection, and maintenance of each EBT device, along with the training and proficiency testing records related to the testing technician.

17. Describe how you would respond to a catastrophe within your normal operating guidelines (include contingency plans for failed computer systems and insufficient labor resources).

Data Protection and Business Continuity methodologies are employed for all business-critical IT systems. Vault incorporates a combination of on-site and off-site backup and data replication solutions as well as high availability data center technologies with redundancies for hardware and data connections. Vault has implemented a data hot site for disaster scenarios. Full backups and replication updates are conducted nightly for most data, with business-critical databases replicated off-site every 5-15 minutes depending on criticality. Vault incorporates plans to maintain or restore services in the specified time scales following an interruption to, or failure of, critical business processes. The business continuity plan covers the following:

- Identification and agreement of responsibilities and emergency procedures
- Implementation of emergency procedures to allow recovery and restoration in required timescales
- Documentation of agreed upon procedures and processes
- Appropriate education of staff in the agreed emergency procedures and processes, including crisis management
- Semi-Annual testing and annual updating of the plans

Paper records retention is managed by operations and is also compliant. Records pertaining to covered information are retained indefinitely in the database. Additionally, database file backups for disaster recovery and business continuity are taken daily and stored for 30 days as well as stored off-site periodically.

18. Identify major project risks that are outside of the firm's control. Include concerns relating to performance success, explain why the risk is a risk, and make sure the risk is specific to the proposed contract. Identify solutions to avoid or minimize the identified risks. Develop a plan to reduce the impact to the project and prioritize the risks in order of importance.

During the pre-conference held in November of last year, Vault was pleased to hear about WTA's continued satisfaction with the reporting features available in First Request to support routine recordkeeping and pre-emptive audit preparation. First Request proves time and again to be a huge benefit to clients by allowing them to do more in less time—significantly reducing the administrative burden associated with running a large-scale employment compliance program.

Taking even greater advantage of First Request's scheduling and client dashboard features is a strong next step for increased internal alignment and overall program efficacy, **the failure of which Vault deems to be an external risk for all regulated firms.** Many orders are successfully placed by WTA within the client-accessible portal today; Vault would like to

propose fuller adoption of scheduling services in First Request to further reduce the risk of human error and ensure maximum efficiency. Automatic, emailed status updates and messages will be sent to the WTA user ordering services for the donor, allowing WTA DERs to closely follow the candidate's screening journey to completion. Utilizing the digital benefits of First Request will accelerate vital information exchange, keep WTA apprised of important result information, and help us troubleshoot any issues together, faster.

Additionally, taking full advantage of First Request's customizable dashboard feature allows each WTA user to affix modules to their user dashboard depicting real-time status updates, turnaround time ETAs, and result notifications for each screening item ordered, all in one place. For example, by adding a module for "pending orders," the WTA user can see all orders —across candidates—waiting for completion; these details are provided at a glance and include the testing type (i.e. breath alcohol, Non-DOT Urine Drug Screen, CDME, etc), the test reason associated with the service (i.e. pre-employment, recertification, etc.), and how long ago the order was initiated. First Request's real-time ETA Tracker pulls all services ordered for a specific individual into one view; the tracker will then list each service ordered by name and provide an estimation for each order's completion. Details include clinic location and corresponding contact information, reasons for any delays, should they occur, and clear delineations between those services "in progress" and those "completed" for the donor/applicant.

Finally, in a constantly changing industry, risk of failure to track and implement new additions and flexing external requirements is present and threatening. In service of ameliorating this risk, Vault will track any changes in federal requirements and act as your personal consulting expert on regulatory issues. Our leaders are work consistently to stay on top of regulatory requirements, as they change; we'll proactively advise you on any effects to your program operations.

19. Express any value-added options or ideas that may benefit WTA. This could include ideas or suggestions on alternatives in scope, goals, financing, etc. These ideas must be logical and based on verifiable metrics.

Building Upon Our Five-Year Partnership

Vault is proud to be WTA's current provider of drug, alcohol, and occupational health services since 2018; working with your employee representatives and key personnel has been a joy, and we hope to continue to hone an end-to-end solution to meet and exceed your priorities as they take shape for the years ahead. As a trusted employment screening partner for over 34 years, Vault has supported hundreds of large government entities and corporations with thousands of employees nationwide, representing industries across the spectrum; as ever though, we prefer partnerships over transactions and embrace a consultative, accessible approach to doing business with our clients. With Vault's equal emphasis on compliance and a superlative customer experience, our goal, above all else, is to establish an airtight approach to program management, so WTA can meet even the most complex and uncharted situations with ease and confidence.

Vault stands ready and able to build upon our five-year partnership with WTA—we're eager to take additional ownership of your end-to-end stakeholder and employee experience to run a streamlined, airtight compliance program of nuanced complexity. We are excited at the opportunity to extend our current relationship, and to potentially expand it, by calling attention to our pre-employment and post-employment background screening services as an extra value addition. With customizable options, tailored to your unique operational priorities in mind, our background screening packages and a la carte services can be ordered and managed within a streamlined background screening platform—accessible via the same client dashboard used to manage your drug, alcohol, and occupational health services. Moving all employment screening services to one vendor would be exceedingly beneficial to WTA's overall compliance and day-to-day experience. Whether screening safety-sensitive employees in compliance with DOT regulations for substance use or submitting a bespoke background screening package requests to ensure every hire is the right hire, Vault's easy-to-use, digital applications provide excellent comprehensive workforce solutions.

Singular Expertise

Vault Workforce Screening combines over three decades of industry experience and the latest in digital-forward technology to help HR professionals, hiring managers, and compliance teams make quality hires faster, cultivate safe and secure workplaces, and improve regulatory compliance. Vault boasts a team of Subject Matter Experts who make themselves easily accessible to WTA; they are ingrained within the regulatory bodies governing compliant background and drug screening programs and use this first-hand knowledge to keep Vault's staff and clients ahead of the curve. Our on-staff industry experts include Certified Substance Abuse Program Administrators (CSAPAs), Fair Credit Reporting Act Advanced Certified professionals, a member of the Substance Abuse Program Administrators Association's (SAPAA) training committee, and the current President of the Certification Commission for Drug and Alcohol Program Professionals (CCDAPP).

20. Identify any past (within the last three (3) years) or pending litigation alleging failure to perform in accordance with contractual obligations and describe present status. Explicitly state if there is no such litigation.

There is no past (within the last three (3) years) or pending litigation against Vault alleging failure to perform in accordance with contractual obligations and describe present status.

21. List any projects resulting in time extensions and the assessment of liquidated damages against the Firm or sub-contractors during the last five (5) years. Explicitly state if there were no extensions/assessments.

There have been no projects resulting in time extensions or the assessment of liquidated damages against Vault during the last five (5) years.

22. Identify any past (within the last three (3) years) or pending liens, claims, infractions or citations filed by the State or federal government, recorded with the Whatcom County



Auditor, or filed by subcontractors, suppliers or materialmen. List with whom, for what, and the amount claimed. Explicitly state if none of these situations apply.

There is no past (within the last three (3) years) or pending liens, claims, infractions or citations against Vault filed by the State or federal government, recorded with the Whatcom County Auditor, or filed by subcontractors, suppliers or materialmen.

23. Provide a list of contracts in the last five (5) years that terminated for reasons other than the natural expiration. Include detail about why the contract terminated.

This information is proprietary and confidential. However, we can attest Vault has not had any contracts terminated due to default.



EXHIBIT B: PROPOSAL COST


WTA is not tax exempt for this work. Pricing will be scored based on the total cost for years 1 – 3 for services provided using the 2022 totals from Part 2.B in the RFP. WTA staff will use the submitted Excel spreadsheet to calculate the totals:

- 153 DOT Drug Tests
- 32 DOT Breath Alcohol Tests
- 19 Non-DOT Drug and Alcohol Tests
- 17 Pre-employment Physicals, including DOT medical and audiogram (in-network)
- 50 DOT Medical Certification Renewals (in-network)

Lump Sum Per Service Cost will include all labor, equipment, materials, insurance, overhead, and profit to provide all services requested in the scope of work.

Double Click the table below to complete the embedded Excel spreadsheet.

	Year one	Year Two	Year Three	Year Four	Year Five	Year Six	Year Seven
	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
	Unit cost per Service	Unit cost per Service	Unit cost per Service	Unit cost per Service	Unit cost per Service	Unit cost per Service	Unit cost per Service
Drug/Alcohol Testing							
DOT Drug Screen (qty 153)							
Non-DOT Drug Screen (qty 19)							
Breath-Alcohol Test (BAT) (qty 32)							
BAT Collection Fee							
Occupational Medical Services							
CDL Holder Exam In Network (qty 17)				\$ 5.00			
CDL Holder Exam Out Network							
DOT Renewal Exam In Network (qty 50)			\$ 5.00	\$ 5.00			
DOT Renewal Exam Out Network					\$ 5.00		
Hearing Test							
Hepatitis B Immunization (3 shots)							
Medical Leave Verification							
On-Site Flu Shot Clinic							
Respirator Testing							
Value Add Services							

	Year one	Year Two	Year Three	Year Four	Year Five	Year Six	Year Seven
	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
	Unit cost per Service	Unit cost per Service	Unit cost per Service	Unit cost per Service	Unit cost per Service	Unit cost per Service	Unit cost per Service
Drug/Alcohol Testing							
DOT Drug Screen (qty 153)	\$57.10	\$58.81	\$60.58	\$62.39	\$64.27	\$66.19	\$68.18
Non-DOT Drug Screen (qty 19)	\$57.10	\$58.81	\$60.58	\$62.39	\$64.27	\$66.19	\$68.18
Breath-Alcohol Test (BAT) (qty 32)	\$53.90	\$55.52	\$57.18	\$58.90	\$60.66	\$62.48	\$64.36
BAT Collection Fee	Included	Included	Included	Included	Included	Included	Included
Occupational Medica Services							
CDL Holder Exam In Network (qty 17)	\$125.00	\$128.75	\$132.61	\$136.59	\$140.69	\$144.91	\$149.26
CDL Holder Exam Out Network	\$185.00	\$190.55	\$196.27	\$202.15	\$208.22	\$214.47	\$220.90
DOT Renewal Exam In Network (qty 50)	\$125.00	\$128.75	\$132.61	\$136.59	\$140.69	\$144.91	\$149.26
DOT Renewal Exam Out Network	\$185.00	\$190.55	\$196.27	\$202.15	\$208.22	\$214.47	\$220.90
Hearing Test	\$62.00	\$63.86	\$65.78	\$67.75	\$69.78	\$71.87	\$74.03
Hepatitis B Immunization (3 shots)	\$426.42	\$439.20	\$452.40	\$465.96	\$479.94	\$494.34	\$509.16
Medical Leave Verification	No bid	No bid	No bid	No bid	No bid	No bid	No bid
On-Site Flu Shot Clinic	\$40.50	\$41.72	\$42.97	\$44.26	\$45.58	\$46.95	\$48.36
Respirator Testing	\$75.35	\$77.61	\$79.94	\$82.34	\$84.81	\$87.35	\$89.97
Value Add Services							
SV Questionnaire Review OSHA Respiratory In Network	\$42.00	\$43.26	\$44.56	\$45.89	\$47.27	\$48.69	\$50.15
SV Questionnaire Review OSHA Respiratory Out Network	\$42.00	\$43.26	\$44.56	\$45.89	\$47.27	\$48.69	\$50.15

Scheduled service – see below for Emergency Event information.

Scheduled service – see below for Emergency Event information.

Scheduled service – see below for Emergency Event information.

This service is not currently offered.

On-site fees assessed per site, as below, at cost + 15%.

SV Physical Pulmonary Function Test / Spirometry In Network	\$70.00	\$72.10	\$74.26	\$76.49	\$78.79	\$81.15	\$83.58
SV Physical Pulmonary Function Test / Spirometry Out Network	\$77.00	\$79.31	\$81.69	\$84.14	\$86.66	\$89.26	\$91.94
RESP Clearance Exam In Network	\$42.00	\$43.26	\$44.56	\$45.89	\$47.27	\$48.69	\$50.15
RESP Clearance Exam Out Network	\$56.00	\$57.68	\$59.41	\$61.19	\$63.03	\$64.92	\$66.87
Background Screening Services	TBD	TBD	TBD	TBD	TBD	TBD	TBD

Emergency Event Coordination – \$75 (i.e., post-accident, reasonable suspicion)

Includes:

1. Location of collection site through Vault Health Workforce Screening nationwide network, 24/7/365
2. Cost of panel /screen (Quest 67643N [DOT] or 66405N [NDOT] / CRL W215 [DOT] or 30C7 [NDOT] / BAT)
3. Direct, Vault-managed communication with collection site and/or mobile collector
4. Detailed call tracking within First Request scheduling application
5. Transportation coordination of donor to the collection as necessary (fees for transportation passed through)
6. Combined monthly invoicing with other services provided by Vault Health Workforce Screening

Does not include:

1. Onsite (mobile) and/or After Hours fees, applicable at cost plus 15%
2. Ancillary costs incurred for parking, tolls, etc., and standard IRS mileage rates, applicable at cost plus 15%

Applicable Emergency Event Fees as of 3/15/23 (subject to change)

Testing Provider	Onsite /Mobile	After Hours	Wait Time	Cancellation
JCC Mobile Testing	\$30.00	\$150.00	\$30.00	\$30.00
Whatcom Occupational Health	\$75.00	\$225.00	No Charge	No Charge
Care Medical Group	N/A	N/A	N/A	N/A
Bostec Inc.	No Charge	\$150.00	\$60.00	No Charge
Integrity Safety Services – Ferndale	\$50.00	\$150.00	\$60.00	No Charge
Integrity Safety Services – Anacortes	No Charge	\$150.00	\$60.00	No Charge

In-clinic services only.




EXHIBIT C: PROPOSAL CONFIRMATION & COVER SHEET

All fields must be completed where applicable. Failure to complete this form in its entirety will result in the bid being rejected as non-responsive.

Proposers Business Name: First Hospital Laboratories, Inc. d/b/a Vault Workforce Screening		
Type of Business <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation (State of Incorporation <u>VA</u>) <input type="checkbox"/> Other		
Physical Business Address (Must NOT be a PO Box) 255 Alhambra Circle, Suite 700		
City Coral Gables	State Florida	Zip Code 33134
Business Telephone # (215) 396-5500	Business Fax # (215) 396-5609	Business Email proposals@vaulthealth.com
WA State UBI Number¹ 602 556 080	EIN# 541497463	
Receipt is hereby acknowledged of Addenda No(s): <u>1</u> _____ NOTE: Failure to acknowledge receipt of addenda will be considered non-responsive to the bid		

OFFICAL AUTHORIZED TO SIGN FOR BIDDER

<i>"I declare under penalty of perjury under the laws of the State of Washington that the proposal submitted is genuine. This proposal is not fake or made on behalf of any person who has an interest in the award. No other proposer has been solicited to put a false proposal, adjust their price lists, or coerced any other company to refrain from proposing. I guarantee that my firm has not attempted to secure an advantage over any other proposer through collusion. All statements and information contained in the submitted proposal are true, correct, and based on the requested scope of work. All employees and agents of the proposer are skilled and experienced in the work required. In the event that performance is found to be non-compliant, I understand my company will be held responsible to remedy all deficiencies at no additional cost. My signature below assures WTA that the firm acknowledges and will comply with this request and ensuing contract."</i>	
Signature of Authorized Officer/Agent 	Date 03 / 15 / 2023
Print Name & Title Meredith Vadis, President	<i>The individual named herein is duly authorized to obligate the firm to a contract.</i>

¹ Refer to ITB Part 3.C Minimum Bidder Qualifications for licensing requirements.



EXHIBIT D: PROPOSER INFORMATION AND REFERENCES

In the section below, please provide all of the requested information about your organization. Failure to provide this Exhibit in its entirety will result in rejection of the proposal as non-responsive.

BUSINESS NAME	
PRIMARY CONTACT • Name • Title • Phone • Email	Shelley DeWees Senior Proposals Director (612) 226-1455 shelleyd@vaulthealth.com
YEARS IN INDUSTRY	34 years
ANNUAL REVENUES*	<input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000-\$1 million <input type="checkbox"/> \$1 – 2 million <input checked="" type="checkbox"/> \$2 – 5 million <input type="checkbox"/> \$5 – 10 million <input type="checkbox"/> More than \$10 million
MBE/DBE <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No DBE Registration# _____	SBA <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No SBA Registration# _____
CUSTOMER LIST (3-5 additional customers besides references)	1. State of Georgia 2. Bison Transport USA (H.O. Wolding, Inc.) 3. Ruan Transportation 4. Southeastern Freight Lines, Inc. 5. Schneider National
NAICS NUMBER(S) (naics.com for more info)	514600 Sector 54 - Professional, Scientific, and Technical Services 5416 Management, Scientific, and Technical Consulting Services

** WTA reserves the right to request financial statements from proposers to demonstrate financial responsibility. Failure to provide requested documentation will result in the bid being rejected as non-responsive and not responsible*

Please list a total of 3 RECENT customers for whom you have performed service similar to what the WTA is seeking. Please provide the following information about each customer:

- ☐ Name
- ☐ Address
- ☐ Contact Name, Phone number, Email address
- ☐ Length of service & brief description of the project

State of Florida (DOE and DOT)	USA Truck	Arkansas Transit Association
Address: 605 Suwannee Street Tallahassee, FL 32399-0450 Contact: Diana Byrnes, Substance Abuse Management Specialist (813) 426-6531 byrnes@cutr.usf.edu Contract Period: 1996-Present Scope: Vault has been the State of Florida's selected Drug and Alcohol vendor since 1996, delivering USDOT, FTA, and FMCSA compliant testing services. Services include urine specimen collection and analysis, collection site compliance monitoring, MRO services, result reporting and record maintenance, breath alcohol testing, random testing program management, and audit support.	Address: 3200 Industrial Park Rd. Van Buren, AR 72956 Contact: Alicia Black, Manager, Compliance, Safety, & Accountability (479) 719-9262 Alicia.Black@usa-truck.com Contract Period: 2014-Present Scope: Vault provides CDME Review, Breath Alcohol Testing, DOT and Non-DOT Urinalysis drug testing, Return to Work case management, Post-Accident coordination, PE Basic Physicals, Oral Fluids, and random drug test management for USA Truck. Our partners there particularly praise Vault's provided regulatory education and fast turnaround times for physical reviews and drug and alcohol tests.	Address: 620 West Broadway North Little Rock, AR 72114 Contact: Ann Gilbert, Executive Director (501) 372-8900 agilbert@arktransit.org Contract Period: 2018-Present Scope: Vault provides Third Party Administration of Arkansas Transit's drug-free workplace program including DOT compliant policy and procedure development, drug testing, alcohol testing, Medical Review Officer services, regulatory education, record-keeping, and client support.



EXHIBIT E: DEBARMENT AND COMPLIANCE

By submitting a signed proposal, proposers are assuring the WTA of the following:

1. The individual signing the Proposal Confirmation & Cover Sheet is duly authorized to obligate the Contractor to a Contract.
2. Is not on the current list of Federal or Washington State debarment lists.
3. Agrees to adhere to ADA requirements.
4. Promote employment and sub-contracting opportunities among Disadvantaged Business Enterprises (DBE) as well as small, veteran, minority, and women owned businesses (S/V/M/WBE).
5. Not discriminate on the basis of any Federal or State protected class in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR part 26. Failure to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the WTA deems appropriate.
6. Does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.
7. Meets the minimum requirements to propose as listed in Part 3.C of the RFP.
8. Will perform all work as called out in the solicitation document.
9. Bidder has reviewed the bid request in its entirety and will perform work as outlined in Part 2 and referenced Appendices. WTA will not approve change orders or price increases for items requested in the scope, but not included in the proposed price.

Date: 03 / 15 / 2023

Signature:

M Vadis

Printed Name: Meredith Vadis

Title: President



EXHIBIT F: CONFLICT OF INTEREST

The undersigned, being first duly sworn, on oath, states on behalf of the Proposer

1. Conflict of Interest

The Proposer, by entering submitting these qualifications to Whatcom Transportation Authority (WTA) to perform or provide work, services or guarantees, ensures that it has no direct or indirect financial or proprietary interest in the forthcoming award of contract as outlined in the Bid request. Proposer shall not acquire any such interest, which conflicts in any manner or degree with the services required to be performed under a Contract. Proposer shall not employ any person or agent having such interest on any WTA specific work. In the event that the Proposer or its agents, employees or representatives finds such a conflict of interest, it shall immediately disclose such interest to WTA and take action immediately to eliminate the conflict or to withdraw from this contract, as WTA may require. Should WTA discover a disclosable conflict post award, it will be grounds for immediate contract termination under the terms of the contract.

2. Contingent Fees and Gratuities

The awarded Proposer, by entering into a contract with WTA to perform or provide services or materials for WTA has thereby guaranteed, and by this affidavit does again promise and assure:

That no person or selling company except bona fide employees or designated agents or representatives of the Proposer have been employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and

That no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Proposer or any of its agents, employees or representatives, to any official, member or employee of WTA or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

Date: 03 / 15 / 2023

Signature:

M Vadis

Printed Name: Meredith Vadis

Title: President

Title	Whatcom RFP Response
File name	Whatcom for Signature.pdf
Document ID	5d84a3cabdb32da5e601cf1b280146151c7b74fd
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



03 / 15 / 2023
17:38:09 UTC

Sent for signature to Meredith Vadis
(meredithv@o365.vaulthealth.com) from
mjamrock@vaulthealth.com
IP: 97.116.58.89



03 / 15 / 2023
18:05:28 UTC

Viewed by Meredith Vadis (meredithv@o365.vaulthealth.com)
IP: 73.185.142.221



03 / 15 / 2023
18:05:44 UTC

Signed by Meredith Vadis (meredithv@o365.vaulthealth.com)
IP: 73.185.142.221



03 / 15 / 2023
18:05:44 UTC

The document has been completed.

APPENDIX C: SAFETY SENSITIVE POSITIONS

REF-ALL-204-02
Safety Sensitive Positions

WTA Employees*

Transit Operator
Trainee Operator
Terminal Expeditor
Trainer
Training Coordinator
Safety and Training Supervisor
Operations Supervisor
Manager of Paratransit
Manager of Dispatch
Director of Operations
Dispatcher
Dispatch System Coordinator
Service Section Supervisor
Hostler
Lead Hostler
Fleet Maintenance Technician
Lead Fleet Maintenance Technician
Electronic Systems Technician
Manager of Fleet Maintenance

Contracted Employees or Services*

Those determined safety-sensitive by WTA.

**This appendix is subject to revisions as WTA positions and contracted services are added and/or revised*

Revised: December 2017

POLICY

DESIGNATING WTA AS A DRUG AND ALCOHOL FREE WORKPLACE

POL-ALL-204-02

1. WTA is a Drug and Alcohol Free Workplace

WTA complies with the Drug-Free Workplace Act of 1988. All employees are subject to the provisions of that Act. In addition, all covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify Human Resources no later than five days after such conviction.

WTA complies with 49 CFR Part 655 as amended and 49 CFR Part 40 as amended. Copies of Parts 655 and 40 are available in the drug and alcohol program manager's office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website <http://transit-safety.fta.dot.gov/DrugAndAlcohol/>.

In addition, DOT has published 49 CFR Part 29, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

2. Human Resources Staff Administer WTA's Program

The Human Resources Division administers WTA's Drug and Alcohol Abuse Prevention Program. Refer questions about the program or drug/alcohol testing processes to the Director of Human Resources or designee.

3. Employees, Visitors and Contractors Comply With WTA's Drug and Alcohol Abuse Prevention Program

This program applies to every person, including an applicant or transferee, who performs or will perform a "safety-sensitive function" as defined in Part 655, section 655.4. These functions are identified as:

- Operating a revenue service vehicle, in or out of revenue service
- Operating a non-revenue vehicle requiring a commercial driver's license
- Controlling movement or dispatch of a revenue service vehicle

- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service
- Carrying a firearm for security purposes

See REF-ALL-204-02 Safety Sensitive Positions for a list of covered positions by job title.

This program also applies to all WTA employees while on WTA property, whether owned or leased, or while off premises conducting WTA business.

Visitors, contractors or vendors and their employees are expected to be free from the effects of drugs or alcohol while conducting business for, or in the name of, WTA. Visitors, contractors, or vendors violating this policy will not be allowed to continue to conduct business with WTA, and contracts may be cancelled.

Contractors or vendors who perform safety-sensitive (as determined by WTA) functions on WTA's behalf are subject to drug- and alcohol-testing requirements spelled out by the FTA in 49 CFR, Part 655. These contractors must provide an annual report to WTA. Their compliance may be subject to audit by WTA and FTA. Failure to comply with required testing and reporting may lead to contract cancellation.

4. Employees Must Be Fit For Report

Employees must assure they are fit for work whenever they report to work or are working.

Illegal Drug Use: Employees may not use illegal drugs at any time. All employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in Part 40. See REF-ALL-202-04 for a list of prohibited substances.

Alcohol: Employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

Employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance.

All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

All covered employees are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

Employees found to have a presence of a prohibited substance in their body (as determined by a breath alcohol concentration level of .02 or greater or by a confirmed positive drug urine test), and who do not have an adequate medical explanation, will be in violation of this program and will be subject to corrective action, up to and including termination. An employee's refusal to submit to testing requirements will be considered as insubordination, and the employee will be terminated.

5. Some Alcohol Use is Allowed at Business Entertainment Functions

WTA employees cannot consume beverages containing alcohol while conducting WTA business. However, WTA employees may consume alcohol while attending business entertainment functions. Such events are typically after regular business hours where the primary purpose is friendship and socialization. When in doubt, the best advice is "do not drink." WTA employees may not consume beverages containing alcohol during lunch if anticipating a return to work.

6. Employees Immediately Report Possible Policy Violations

Any employee who observes or has knowledge of another employee in a condition which impairs his or her ability to perform the job duties or poses a hazard to the safety of others has the responsibility to report the incident immediately to a supervisor.

Managers and supervisors who knowingly disregard the requirements of this program with respect to fit-for-work concerns will be regarded as neglecting their responsibilities and may be disciplined, up to and including termination.

Topic:	Policy Management
Effective Date:	March 1, 2018
Approved by:	Pete Stark, General Manager
Cancels:	
See Procedure:	
See Task:	
See Form:	
See Reference:	
See Related Policy:	POL-ALL-204-01 Establishing WTA's Drug and Alcohol Abuse Prevention Program
	POL-ALL-204-03 Establishing Drug and Alcohol Testing
	POL-ALL-204-04 Training Employees on the Drug and Alcohol Abuse Prevention Program
	POL-ALL-204-05 Receiving Drug and Alcohol Abuse Assistance
See Also:	
Union Notification:	January 19, 2018

Approval:

General Manager

Date

APPENDIX E: DRUG & ALCOHOL ABUSE PREVENTION PROGRAM DEFINITIONS

REF-ALL-204-01

Drug and Alcohol Abuse Prevention Program Definitions

Accident, non-revenue service - An event in the course of conducting business in a WTA vehicle, or while operating WTA equipment capable of injuring another person for or in the name of the Whatcom Transportation Authority, if, as a result:

- a) an individual dies; or
- b) an individual suffers bodily injury requiring immediate treatment away from the scene of the event; or
- c) any vehicle is transported away from the scene by a tow truck or other vehicle due to disabling damage.

Accident, revenue service - An event associated with the operation of a revenue-service vehicle, whether or not the vehicle is in revenue service, if:

- a) an individual dies; or
- b) an individual suffers bodily injury requiring immediate treatment away from the scene of the event; or
- c) any vehicle is transported away from the scene by a tow truck or other vehicle due to disabling damage

Alcohol - Ethyl alcohol or other lower molecular weight alcohol (i.e., methyl and isopropyl) as defined by DOT federal regulations.

Breath Alcohol Concentration (BAC) - The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test. When the indicated alcohol concentration on an initial alcohol test is different from an indicated alcohol concentration on a confirmatory test, the second (confirmatory) result is the final result of record.

Alcohol use - The consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

Canceled test (drug) - A test declared invalid. It is neither a positive nor a negative test. This term includes a specimen which is rejected for testing by a laboratory. If a test is cancelled, further testing is required under pre-employment and return-to-duty protocols.

Conducting WTA business - *Being in a situation where decisions are made that commit WTA to some action, or being in a position where actions could injure or otherwise affect WTA, its employees, passengers, or other business associates.*

Confirmatory test (alcohol) - A second analytical procedure to be administered within 15-20 minutes of the first test, separate from the screening test, to determine the concentration of alcohol in a covered employee's system.

Consulting Physician - A licensed physician retained to advise WTA on drug-testing and other occupational-health issues.

Contractor or Vendor - A person or organization whose services are contracted for by WTA.

Covered Employees - This policy applies to every person, including an applicant or transferee, who performs or will perform a "safety-sensitive function" as defined in Part 655, section 655.4. See Safety Sensitive definition.

Covered substances:

- Legally obtained drugs (prescription and non-prescription remedies) when used according to directions to alleviate a specific condition.
- Illegal drugs include;
 - a) Drugs which are not legally obtainable
 - b) Drugs which are legally obtainable, but have not been obtained legally
 - c) Drugs which are legally obtained, but are knowingly used for other than the prescribed purpose or in other than the prescribed manner
 - d) So-called "designer drugs" or drug substances not approved for medical or other use by the Washington State Board of Pharmacy, the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration.

Unauthorized substance: Any substance that may impair physical or mental functioning.

DOT-covered substances: Substances tested for in an FTA-mandated test defined in 49 CFR Part 40. See REF-ALL-202-04 for list of current Part 40 covered substances.

DOT - U.S. Department of Transportation.

Drug use - Consumption of any substance (legal or illicit) that may cause an interference with the capacity to perform safe and/or productive work.

Fit for Work - An employee's emotional and physical condition and conduct that is free from any effects that may interfere with safe and productive work.

FTA - Federal Transit Administration of the U.S. Department of Transportation.

FTA-covered employee - A person who is applying for, or transferring to, an FTA-defined safety-sensitive position, or one who performs a safety-sensitive function and is (1) directly employed by WTA or (2) employed by, or contracted with, a person or organization providing service to WTA under contract or other agreement.

Incident - An event involving a WTA employee whose behaviors, actions, and/or physical condition may or has:

- jeopardized safety, the employee, co-workers, passengers, or the general public
- interfered with or disrupted the efficient operation of the WTA
- eroded the public's confidence in WTA as a safe public transit system

Medical Review Officer - A licensed physician responsible for receiving laboratory results generated by WTA's drug testing program who has knowledge of substance-abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

Positive Test - A DOT covered substance is present in the body and is detected by breath alcohol testing (.04 BAC or greater); or urine drug testing (a confirmed positive). *Under WTA authority a breath alcohol test of 0.02 to 0.39 is considered a positive result.*

Refusal to submit - Failure to provide adequate breath or urine for a test without a valid medical explanation after receiving notice of the requirement to be tested, or engaging in conduct that clearly obstructs the collection process. Refusal can also include a verbal declination or delayed arrival at the collection site.

Revenue service - Any service provided to transport passengers in a WTA bus, van, car, rail car, locomotive, trolley car, trolley bus, vessel, or vehicle used on a fixed guide-way or inclined plane.

Safety-sensitive function (non-revenue service) - Any duty related to the safe operation of WTA vehicles and mechanical equipment capable of injuring another person.

Safety-sensitive function (revenue service) - Any duty related to the safe operation of mass transit service, including;

- Operating a revenue service vehicle, in or out of revenue service
- Operating a non-revenue vehicle requiring a commercial drivers' license.
- Controlling movement or dispatch of a revenue service vehicle
- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service
- Carrying a firearm for security purposes

See REF-ALL-204-02 for a current list of WTA Safety Sensitive positions.

SAMHSA - Substance Abuse and Mental Health Services Administration.

Substance Abuse Professional (SAP) - A licensed physician, licensed or certified psychologist, social worker, licensed marriage and family counselors, or employee assistance professional with knowledge of, and clinical experience in, the diagnosis and treatment of drug- and alcohol-related disorders.

POLICY

ESTABLISHING DRUG AND ALCOHOL TESTING

POL-ALL-204-03

1. Employees Are Subject to Drug and Alcohol Testing

Under WTA authority, all employees are subject to reasonable-suspicion, post-accident, return-to-duty, and follow-up drug and alcohol testing. In addition, employees performing safety sensitive functions are also subject to pre-employment drug and random drug and alcohol testing. An employee may be randomly tested for prohibited drug use anytime while on duty.

Pre-employment Testing: A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual is required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions.

If a covered employee has not performed a safety-sensitive function for 90 or more consecutive calendar days, and has not been in the random testing pool during that time, they must take and pass a pre-employment test before returning to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT pre-employment drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation and treatment plan meeting DOT requirements.

Reasonable Suspicion Testing: Safety-sensitive employees and *all other WTA employees* are subject to a drug and/or alcohol test when WTA has reasonable suspicion to believe that the employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing is made by a trained supervisor or other trained company official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee.

Employees are subject to reasonable suspicion drug testing any time while on duty. Covered employees are subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the

employee is to perform safety-sensitive functions or just after the employee has ceased performing such functions.

Post-Accident Testing:

Fatal Accidents

As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests are conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by WTA using the best information available at the time of the decision, is tested.

Non-fatal Accidents

As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests are conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

- (1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.
- (2) One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.
- (3) In addition, any other covered employee whose performance could have contributed to the accident, as determined by WTA using the best information available at the time of the decision, will be tested.

Under WTA authority, non- safety-sensitive employees are subject to testing following work related vehicle accidents when there is reasonable suspicion that drug or alcohol use may be a factor in the accident.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Random Testing: Random drug and alcohol tests are unannounced and unpredictable. The dates for administering random tests are spread reasonably throughout the calendar year. Random testing is conducted at all times of the day and week when safety-sensitive functions are performed.

The selection of employees for random drug and alcohol testing are made by a scientifically valid method such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee has an equal chance of being tested each time selections are made.

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

Random testing may occur anytime an employee is on duty so long as the employee is notified prior to the end of the shift. Employees who provide advance, verifiable notice of scheduled medical or child care commitments are random drug tested no later than three hours before the end of their shift and random alcohol tested no later than 30 minutes before the end of their shift. Verifiable documentation of a previously scheduled medical or child care commitment, for the period immediately following an employee's shift, must be provided at least 3 hours before the end of the shift.

Management Staff and Dispatchers are required to maintain strict confidentiality in arranging for replacement personnel. Notifying any other WTA employee regarding the potential scheduling of a random test is grounds for discipline, up to and including termination.

Return to Duty Testing (Re-entry to Work): Under FTA authority and in accordance with 49 CFR Part 40, safety-sensitive employees who previously tested positive on a drug or alcohol test, and who, under WTA discipline policy are allowed to return to work, are subject to observed collection drug testing and/or alcohol testing or both prior to being released for duty by a Substance Abuse Professional. Test results must be negative. *This also applies to non-safety-sensitive employees under WTA authority.*

Under WTA authority, safety sensitive and other WTA employees who have come forward prior to a positive drug or alcohol result or tested positive with a breath alcohol concentration of 0.00 to 0.39 and been retained by the WTA are not be able to return to duty until they have been evaluated and released for duty by a Substance Abuse Counselor. The counselor determines the testing frequency. The employee must test negative for alcohol, and/or obtained a verified negative test for drugs before returning to duty. Employees who have

received management referrals may be required to participate in return-to-work and follow-up testing.

Follow up Testing: In accordance with 49 CFR Part 40 employees who are allowed to return to work following a violation of this policy will be required to undergo frequent random observed collection drug and/or alcohol testing during the period of their re-entry contract with a minimum of six randomly scheduled tests during the first twelve months following their return. The SAP recommends the frequency and duration of the testing for up to 60 months.

Under WTA authority, safety-sensitive employees and other WTA employees requiring return-to-duty drug and alcohol testing not required under FTA guidelines, are subject to unannounced drug and/or alcohol tests as determined by the WTA's Substance Abuse Counselor. There shall be no fewer than six tests in the 12 months following the return to work. The specific number of follow-up tests are established by the counselor and be conducted for up to 60 months.

Union Representation during Testing: Represented employees required to submit to any drug or alcohol test, excluding random and return-to-work testing, are granted the opportunity for union representation upon request. This opportunity, however, will not preclude WTA from proceeding with the testing procedure if the union representative is not available within 30 minutes of notification that a drug or alcohol test is required.

2. WTA Establishes Prohibited Conduct

Under FTA regulations, discipline for program violations are determined and carried out within each Agency's authority. While not inclusive, the following list contains conduct prohibited under this program. *All of these behaviors result in corrective action, up to and including termination. If appropriate, law enforcement officials are notified.*

Refusal to Submit to a Drug or Alcohol Test

In addition to directly declining to submit to a drug or alcohol test, any of the following actions will be considered a refusal:

- Failure to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
- Failure to remain at the testing site until the testing process is complete. Provided, that an employee who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test.
- Fail to provide a urine specimen for any drug test or an adequate amount of saliva or breath for any alcohol test required by this part or DOT agency regulations.
- Failure to permit the observation or monitoring of provision of a specimen in the case of a directly observed or monitored collection (see Sections 40.67(i) and 40.69(g)).

- Fail to provide a sufficient amount of urine or breath specimen when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
- Fail or decline to take a second test as directed by the collector or WTA for drug testing.
- Failure to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER (under section 40.193(d). In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment.
- Failure to cooperate with any part of the testing process (e.g. refusal to empty pockets when directed by the collector, behaving in a confrontational way that disrupts the collection process, failure to wash hands after being directed to do so by the collector).
- Failure to follow the observer's instructions to raise and lower clothing and turn around to permit the observer to determine if any type of prosthetic or other device is present that could interfere with the collection process during a directly observed test
- Possession or wearing of a prosthetic device that could be used to tamper with the collection process
- Admitting to the collector or MRO that the specimen is adulterated or substituted.
- Failure to remain available following an accident, i.e. leaving the scene of an accident before a testing decision is made or prior to being released by a supervisor/manager.
- Clearly obstructing the collection process.
- Not complying with a request for a drug/alcohol test.
- Failure or refusal to take a second test the employer or collector has directed be taken.
- Failure to sign the certification at Step 2 of the Alcohol Test Form.

In such cases, an employee is referred to a SAP for assessment and is provided with other resources that may be available for assistance. *WTA will not extend re-employment opportunities to employees who refuse to submit to drug or alcohol tests.*

Providing False Information and/or Attempting To Contaminate Or Alter A Urine Specimen:

- Providing false information about a urine specimen and/or attempting to contaminate a urine specimen.
- If the MRO reports a verified adulterated or substituted test result, the employee is considered to have refused to take a drug test.

Refusal or Failure to Comply With Treatment:

- Refusing or failing to comply with treatment and after-care.

Sale, Transfer, or Possession with Intent to Deliver:

- Engaging in the sale or attempted sale, purchase or transfer, or possession with intent to deliver illegal drugs, unauthorized substances or alcohol on WTA property, in WTA vehicles or equipment, or while on WTA business.

Possession

- Having any amount of illegal drugs, unauthorized substances or alcohol in WTA vehicles or while conducting WTA business.

Pre-duty Use of Alcohol

- *Under WTA authority, reporting to work with any detectable level of alcohol in your system.*
- According to FTA rule 655.31(b), reporting to work with a breath alcohol concentration of 0.04 or greater.
- Reporting to work if they have used alcohol within four (4) hours of reporting to work.

On-call employees

- Consuming alcohol during the period of their on-call status.
- Not informing the supervisor of any inability to perform safety-sensitive functions before commencing work.
 - Any employee who acknowledges the use of alcohol during an on-call status may be referred to WTA's EAP program for assessment.
 - Any employee reporting to work having consumed alcohol during on-call status and failing to notify their supervisor is subject to reasonable-suspicion testing.
 - Any employee who acknowledges use of alcohol during an on-call status but claims ability to perform safety-sensitive work is required to take an alcohol test before performing work.

Failure to Notify WTA of Criminal Drug or Driving-While-Intoxicated Conviction

- *Employees must notify WTA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.*
- *Employees must notify WTA of any moving violation involving drugs or alcohol causing the loss of driver's license by state or local law enforcement involving drugs or alcohol.*

3. WTA Establishes Discipline for Program Violation

WTA is a drug free workplace and has a zero tolerance for drug and/or alcohol abuse. See REF-ALL-204-03, Summary of Consequences of Refusals or a Positive Test.

Pre-employment Testing

WTA rescinds the conditional offer of employment if an applicant tests positive for drugs. Employees seeking to transfer to a safety-sensitive position are denied that transfer and may be subject to discipline. If the applicant or transfer-seeking employee holds a Commercial Driver's License, the WTA reports the positive test result to the Washington State Department of Licensing.

Random Testing

Under WTA authority, an employee with a breath alcohol concentration (BAC) of .02 or more, but less than .04, is removed from duty and subject to discipline, up to and including termination. If the alcohol results are accompanied with an incident or a record of poor job performance, the employee is terminated. If the alcohol results are not accompanied with any incident or a poor performance record, the employee is placed on a Suspension without Pay (10 days), with the following conditions:

- The employee is directed to available resources for assistance and must contact a Substance Abuse Counselor for assessment within 24 hours of the referral*
- Following the 10-day suspension period, the employee may use accrued paid leave while absent for treatment*
- The employee may access his or her medical benefits to pay for rehabilitation, subject to the conditions and limits of the plan*
- Prior to returning to work, the employee must sign and agree to all provisions of a re-entry to work agreement*

Under FTA authority, an employee with a breath alcohol concentration of .02 or more, but less than .04 is immediately removed from safety sensitive for at least 8 hours. An employee with a BAC of .04 or greater, or with a positive drug test, is removed from duty and his or her employment is terminated. The employee is referred to a SAP for assessment and will be provided with other resources that may be available for assistance. In such cases, the employee has no opportunity for re-employment.

Reasonable-Suspicion Testing, Post-Accident Testing, Return-to-Duty/Follow-up Testing

An employee with a breath alcohol concentration of .02 or greater, or a positive drug test, will not be allowed to return to work and his or her employment is terminated. (The removal from duty and termination of an employee with a breath alcohol concentration greater than .02 but less than .04 is exercised on WTA's own authority.) The employee is referred to a SAP for assessment and is provided with other resources that may be available for assistance. In such cases, the employee has no opportunity for re-employment.

Self-Referral for Drug or Alcohol Abuse

Under WTA authority, an employee, who self-refers for a drug- or alcohol-abuse problem, is required to comply with conditions put forth in a return-to-duty agreement. Employee who fails to comply with any of the terms and conditions of the return-to-duty agreement are removed from duty and employment terminated. The employee is referred to a Substance Abuse Counselor for assessment and is provided with other resources that may be available for assistance. In such cases, the employee has no opportunity for re-employment.

4. WTA Establishes Drug and Alcohol Testing Processes

Testing is conducted to assure a high degree of accuracy and reliability, using techniques, chain of custody procedures, equipment and laboratory facilities

approved by the U.S. Department of Health and Human Services and called for in the regulations (49 CFR Part 40). Both alcohol and drug testing is conducted in an environment which affords maximum privacy.

Drug Testing: Analytical urine testing is conducted for all DOT prohibited substances as listed in 49 CFR Part 40 (see REF-ALL-202-04). An initial drug screen is conducted on each specimen after a split sample is provided to the laboratory. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry is performed. A positive test result above the minimum thresholds set forth by the Federal regulations and verified by the MRO is a violation of this program.

If a positive test is received for any substance, the Medical review Officer (MRO) will conduct an interview with the employee to determine if there is a legitimate medical explanation for the result. If a legitimate prescription is established the MRO will report the result negative. If the MRO determines in his/her reasonable medical judgement the employee may be medically unqualified according to DOT Agency regulations, or if continued performance is likely to pose a significant safety risk, the employee will have five days to have their prescribing physician contact the MRO before reporting it to WTA. *If reported, WTA will remove the employee from safety sensitive work until they no longer present a significant safety risk.*

If there is reason to believe an employee is under the influence of a substance other than the DOT covered substances listed in Part 40, WTA reserves the right to perform a separate drug test for additional drugs under the Agency's own authority using standard laboratory testing protocols. This separate test is performed on a second, separate sample, i.e., the test will not be performed on an aliquot separated from the DOT sample. Also based on WTA's independent authority, WTA may rely on drug tests performed by law enforcement if an employee is unable to provide a urine specimen for post-accident testing.

Alcohol Testing: Tests for alcohol concentration are conducted using National Highway Traffic Safety Administration-approved evidential breath testing devices operated by trained technicians.

A random or reasonable suspicion test may only be conducted for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions or just after the employee has ceased performing such function.

An employee who tests at .02 BAC or above is retested within 15 to 30 minutes of the first test. This is considered a confirmatory test. Under WTA authority, a confirmed alcohol concentration of .02 or greater is considered a positive alcohol test and a violation of this policy. Under FTA authority, a confirmed alcohol concentration of .04 or greater is considered a positive test and also a violation of this program.

If an employee is unable to provide a breath specimen following an accident, WTA, under its own authority, may rely on alcohol tests performed by law enforcement.

RETESTS AND OBSERVED TESTS

Retest or Observed Testing: Employees who test positive for drugs or are deemed to have refused the test because of adulteration and substitution may request within 72 hours of notification, a test of the split sample, as all specimens are split and the non-tested portion stored for a period of time. Employees do not have access to a test of their split specimen following an invalid result. There are certain situations that may require the employee to provide, at the collection site, another urine or breath sample, i.e., when insufficient urine or breath provides an inadequate sample or the technician has reason to suspect tampering with the sample. Under the latter circumstances a second collection may be conducted under observed conditions. Following a drug test with a negative dilute result the employee is required to undergo another test. Depending on the level of creatinine reported, the MRO may direct the second test to be collected under direct observation. Should the second test result in a negative dilute result, the test is considered a negative and no additional testing will be required unless directed by the MRO.

OBSERVED COLLECTIONS

Under FTA authority observed collections are required in the following circumstances:

- All return-to-duty tests
- All follow-up tests
- If the MRO reported that the initial test was negative dilute with a creatinine level between 2-5mg/dl
- Any time the employee is directed to provide another specimen because the temperature on the original specimen was out of the accepted temperature range of 90F° - 100 F°
- Any time the employee is directed to provide another specimen because the original specimen appeared to be tampered with
- Any time a collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen
- Any time the employee is directed to provide another specimen because the laboratory reported to the MRO that the original specimen was invalid and the MRO determined that there was not an adequate medical explanation for the result
- Any time the employee is directed to provide another specimen because the MRO determined that the original specimen was positive, adulterated or substituted but had to be cancelled because the test of the split specimen could not be performed.

The employee who is being observed is required to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist; and lower clothing and undergarments to show the same gender collector, by turning around, that they do not have a prosthetic device.

5. Employees Must Report Their Use of Legally Obtained Drugs

Employees adversely affected because of their use of any legally obtained drugs (prescription or non-prescription) cannot perform a safety-sensitive job. Prior to commencing work, each employee must report prescription drug use which may affect his or her ability to perform any safety-sensitive function. Employees taking medication with cautionary labels provide proper medical authorization to work from a physician. Employees failing to report use of any prescription or non-prescription drug affecting work will be subject to corrective action, up to and including termination.

6. Positive Drug or Alcohol Tests Are Reported to the Department of Licensing

Confirmed positive drug or alcohol test results or a refusal to test are reported as a positive to the Washington State Department of Licensing (DOL) for all CDL holders in accordance with RCW 46.25.

7. The Human Resources Division Receives Test Results

The Drug and Alcohol Program Manager (DAPM) or Designated Employer Representative (DER) receives all drug and alcohol test results with specific back-ups identified to the Medical Review Officer. If an employee receives a positive alcohol test, the transporting supervisor is authorized to receive positive alcohol test results to prevent the employee from returning to work.

Test results are maintained in a secure confidential file, separate from an employee's personnel file. Disclosure of tests results within WTA management is on a need-to-know basis. WTA may disclose test results when the information:

- Is compelled by law or by judicial or administrative process
- Is requested, in writing by the employee
- Is requested by a subsequent employer, and authorized by employee in writing
- Has been placed at issue in a formal dispute or grievance between the WTA and the employee
- Is needed by medical personnel, such as a substance abuse professional, for the diagnosis or treatment of the employee
- Is needed in administering an employee benefit plan, such as drug or alcohol treatment
- Is requested by any DOT or State agency with regulatory authority over the employer or any other conditions outlined in Federal drug and alcohol regulations

8. Managers and Supervisors Have Special Responsibilities

Managers and supervisors assist WTA in maintaining dignity and confidentiality in the administration of this program. Managers and supervisors communicate information regarding drug and alcohol incidents and test results strictly on a need to know basis. Trained managers and supervisors are expected to base testing requests on objective observations of contemporaneous and articulable behavior and to thoroughly document observations.

Violations of the policy with regard to maintaining employee dignity and confidentiality may result in discipline, up to and including termination.

Topic: Policy Management
Effective Date: March 1, 2018
Approved by: Pete Stark, General Manager
Cancels:
See Procedure:
See Task:
See Form:
See Reference: REF-ALL-204-02 Safety Sensitive Positions
REF-ALL-204-03 Summary of Consequences of Refusals or Positive Tests
REF-ALL-204-04 DOT Covered Substances 49CFR Part 40
See Related Policy: POL-ALL-204-01 Establishing WTA's Drug and Alcohol Abuse Prevention Program
POL-ALL-204-02 Designating WTA as a Drug and Alcohol Free Workplace
POL-ALL-204-04 Training Employees on the Drug and Alcohol Abuse Prevention Program
POL-ALL-204-05 Receiving Drug and Alcohol Abuse Assistance
See Also:
Union Notification: January 19, 2018

Approval:

General Manager

Date

POLICY

TRAINING EMPLOYEES ON THE DRUG AND ALCOHOL ABUSE PREVENTION PROGRAM

POL-ALL-204-04

1. Employees Receive Drug and Alcohol Prevention Program Training

All current and newly hired employees receive a copy of WTA's Drug and Alcohol Abuse Prevention program and acknowledge receipt by signature. In addition, program policies are posted at each WTA facility. Employees also receive training on:

- Effects and consequences of drug and alcohol use on personal health, safety, and the work environment
- Manifestations and behavioral clues indicative of drug and alcohol use and abuse
- The WTA's Drug and Alcohol Testing policy and program.

All employees transferring into, or new employees being assigned to, a DOT-FTA safety-sensitive position (see REF-ALL-204-02 Safety Sensitive Positions) are notified of the specific requirement for drug and alcohol testing as delineated in 49 CFR part 655.

2. Supervisors and Managers Receive Additional Training

In addition to the information and training above, all supervisors and managers expected to make reasonable-suspicion determinations receive training that meets or exceeds FTA standards for training on the physical, behavioral and performance indicators of probable drug and alcohol use.

Topic:	Policy Management
Effective Date:	March 1, 2018
Approved by:	Pete Stark, General Manager
Cancels:	
See Procedure:	
See Task:	
See Form:	
See Reference:	REF-ALL-204-02 Safety Sensitive Position
See Related Policy:	POL-ALL-204-01 Establishing WTA's Drug and Alcohol Abuse Prevention Program
	POL-ALL-204-02 Designating WTA as a Drug and Alcohol Free Workplace
	POL-ALL-204-03 Establishing Drug and Alcohol Testing

See Also:

POL-ALL-204-05 Receiving Drug and Alcohol Abuse Assistance

Union Notification:

January 19, 2018

Approval:

General Manager

Date

POLICY

RECEIVING DRUG AND ALCOHOL ABUSE ASSISTANCE

POL-ALL-204-05

1. WTA Supports Employee Self-Referral for Assistance and Rehabilitation

Employees who voluntarily seek assistance in dealing with emotional distress, personal health problems, or problems relating to alcohol or drug use before there is a performance issue or the order for a drug or alcohol test receive the same level of benefits as employees with any other health-related issue.

Job security or promotional opportunities are not jeopardized solely because of a request for help. However, employees are accountable for acceptable job performance and compliance with all aspects of the program regardless of participation in, or requests for, referral to the EAP. This includes a requirement to be free from any presence of drugs or alcohol while at work either before a request for treatment, during treatment, or after completing treatment. Disciplinary amnesty is not granted to employees asking for assistance or participating in a treatment program.

Employees performing safety-sensitive functions who inform WTA of a drug or alcohol problem or their participation in a rehabilitation program may be required to take a leave of absence until treatment is complete. If possible, WTA may transfer a safety-sensitive employee to a non-safety-sensitive position while completing an out-patient rehabilitation program. *Non-safety-sensitive employees may take a leave of absence to participate in an in-patient program or continue to work and participate in an out-patient program outside of work hours.*

2. Management May Refer An Employee For Assessment and Treatment

WTA may refer an employee for assessment and treatment as a part of performance review, counseling session, or intervention. Only those with a direct need to know may be aware of an EAP referral/treatment request. Safety-sensitive employees participating in treatment based on a management referral may be required to take a leave of absence for the duration of the treatment.

An employee who tests positive but who is retained by the WTA will be referred to the EAP for assessment and will be required to fulfill certain treatment steps before being considered for evaluation and return to duty to any position at WTA.

3. WTA Refers Terminated Employees to the EAP

If an employee tests positive for the presence of alcohol or prohibited drugs (or refuses a drug/alcohol test) and is terminated, WTA offers the employee an opportunity to utilize the employee assistance program for assessment. The substance abuse professional provides assistance in resolving problems associated with prohibited drug or alcohol use and refers, if appropriate, the individual to treatment at their own expense. The employee may access medical benefits for treatment to the extent that the employee remains covered (through the end of the month of the employee's last date of work or through self-pay COBRA benefit coverage). Opportunities for assessment following termination are not an extension of employment nor imply a rehire opportunity.

4. Special Rules Apply to An Employee Returning to Work

As a condition of returning to work after a test, management referral or voluntary self-referral (with the WTA's knowledge), an employee must sign a return-to-work agreement. That agreement may include, but is not limited to:

- A release-to-work statement from an approved treatment specialist
- Evidence of an aftercare plan and follow-up treatment procedures with the substance abuse counselor or a treatment specialist and Medical Review Officer/Consulting Physician for a minimum of six months. Longer periods of follow-up may be specified by the substance abuse counselor.
- A review and release for work by the substance abuse counselor.
- A return to work test of .00 for alcohol and verified negative for drugs
- An agreement to unannounced follow up drug and alcohol testing as recommended by the substance abuse counselor.
- Specific acknowledgement by the employee that violation of the agreement will be grounds for termination

Topic:	Policy Management
Effective Date:	March 1, 2018
Approved by:	Pete Stark, General Manager
Cancels:	
See Procedure:	
See Task:	
See Form:	
See Reference:	
See Related Policy:	POL-ALL-204-01 Establishing WTA's Drug and Alcohol Abuse Prevention Program POL-ALL-204-02 Designating WTA as a Drug and Alcohol Free Workplace POL-ALL-204-03 Establishing Drug and Alcohol Testing POL-ALL-204-04 Training Employees on the Drug and Alcohol Abuse Prevention Program
See Also:	

Union Notification: January 19, 2018

Approval:

General Manager

Date

POLICY

ESTABLISHING WTA'S DRUG AND ALCOHOL ABUSE PREVENTION PROGRAM

POL-ALL-204-01

1. WTA Policies Outline the Drug and Alcohol Abuse Prevention Program

WTA's Drug and Alcohol Abuse Prevention Program is outlined within policy chapter POL-ALL-204, Drug and Alcohol Abuse Prevention. All policies within that chapter work together to establish the program.

Portions of WTA's Drug and Alcohol Abuse Prevention Program are not FTA-mandated, but reflect WTA's policy. These additional provisions are identified by *italicized text*.

2. Drug and Alcohol Abuse Prevention Program Uses Specific Definitions

WTA's Drug and Alcohol Prevention Program uses specific definitions as listed in REF-ALL-204-01 Drug and Alcohol Abuse Prevention Program Definitions.

Topic:	Policy Management
Effective Date:	March 1, 2018
Approved by:	Pete Stark, General Manager
Cancels:	POL-ALL-202-01
See Procedure:	
See Task:	
See Form:	
See Reference:	REF-ALL-204-01 Drug and Alcohol Abuse Prevention Program Definitions
See Related Policy:	POL-ALL-204-02 Designating WTA as a Drug and Alcohol Free Workplace POL-ALL-204-03 Establishing Drug and Alcohol Testing POL-ALL-204-04 Training Employees on the Drug and Alcohol Abuse Prevention Program POL-ALL-204-05 Receiving Drug and Alcohol Abuse Assistance
See Also:	
Union Notification:	January 19, 2018

Approval:

General Manager

Date

APPENDIX J: DOT COVERED SUBSTANCES UNDER 49 CFR 40

REF-ALL-204-04
DOT Covered Substances per 49CFR Part 40

- (a) Marijuana metabolites
- (b) Cocaine metabolites
- (c) Amphetamines
- (d) Opioids
- (e) Phencyclidine (PCP)

*



To be considered responsive ALL bids must acknowledge ALL addenda on Exhibit A and submit that form with the proposal

ADDENDA # 1
DATE ISSUED: March 6, 2023

General Question

Who is the current vendor (TPA) managing the WTA Drug and Alcohol Testing Occupational Health program?

Answer: Vault Health

General Question

Would you consider a bid for drug testing only and a separate bid for occupational health services only?

Answer: WTA would consider separate proposals for the services and evaluate according to how well the individual proposal meets the needs in Part 2 against the Evaluation Criteria in Part 4.

Part 2, Section D.1 – Drug & Alcohol Testing Services

☐ Change ☒ Clarification ☐ Addition

Please define the components WTA would like (or has currently) in it's 10 Panel Non-DOT Drug Test

Answer:

1. Amphetamines
2. Methamphetamines
3. 6-AM
4. Cocaine
5. Marijuana
6. MDMA – Ecstasy
7. Opioids
8. Hydrocodone/Hydromorphone
9. Morphine -Oxycodone/Oxymorphone
10. PCP

Part 2, Section C.2 – General Technical Requirements

☐ Change ☒ Clarification ☐ Addition

After-hours contact procedures must include a response time of no greater 30 minutes for post-accident reasonable suspicion testing; please clarify. Are you requiring that access to get the testing coordinated must be no greater than 30 minutes or that the testing must be initiated within 30 minutes of a request?



Answer: Collector must be ready to test within 30 minutes (at clinic or w/mobile kit)

Exhibit B – Proposal Cost

☐ Change ☒ Clarification ☐ Addition

Our firm is interested in submitting a bid for the 2023 - 007 RFP for Drug and Alcohol Testing Services. When attempting to download the embedded Excel spreadsheet in Exhibit B (Proposal Cost) of the Fillable Forms document, we were unable to view the spreadsheet. Would it be possible to access it in some other way? If its possible, Id really appreciate if a member of your department could email me the spreadsheet so that we can begin filing out our cost proposal.

Answer: Right clicking on the embedded link, select “object” from that menu, and clicking open. If that doesn't work, an excel spreadsheet has been uploaded to the portal.

Exhibit B – Proposal Cost

☐ Change ☒ Clarification ☐ Addition

Can our firm bid on solely the services we have the ability to bill for, or does WTA require a price for all line items listed?

Answer: The items Exhibit B (proposal cost) are the items being required in the Scope of Work. There are some items that are requested on an as needed basis (see 2.D.2 "other services". Staff will factor a proposers ability to meet the requirements in sections 2.C and 2.D in their evaluations.

Exhibit B – Proposal Cost

☐ Change ☒ Clarification ☐ Addition

For "hearing test", is this a Whisper Test you are referring to?

Answer: For pre-employment CDMes we require an audiogram ("hearing test" on Exhibit B); for re-certification CDMes, whatever is required by the DOT, probably the “whisper test” but historically, WTA has not been assessed any additional fees for the re-certification CDMes.

Part 2, Section D.2 – Occupational Medical Services

☐ Change ☒ Clarification ☐ Addition

What does "medical leave verification" entail / expectations of this service?

Answer: That the healthcare providers performing at the clinic can complete FMLA paperwork and that they can perform fit for duty exams if requested



Exhibit B – Proposal Cost

☐ Change ☒ Clarification ☐ Addition

Do you pay a "testing coordination" fee and what does this service pertain to? How many time has WTA been billed for this charge?

Answer: In the current contract there are no separate coordination fees for contracted service. However, the current contract allows for an administrative fee at the contractors option in the event of an after hours or on-site service coordination. WTA pays this fee frequently for Post Accident and Random testing.

Part 2, Section C.2 – General Technical Requirements
Exhibit B – Proposal Cost

☐ Change ☒ Clarification ☐ Addition

Any annual "customer/maintenance/administration" fees in addition to your other fees, to pull random selections via computer generated software?

Answer: No

Part 2, Section C.2 – General Technical Requirements

☐ Change ☒ Clarification ☐ Addition

"Under normal circumstances, results shall be provided within seventy two (72) hours or three (3) business days, WTA must be notified of any results delayed beyond this timeframe." Does the above apply to non-negative results, allowing for MRO review and donor contact?

Answer: Yes, we would allow more time as per DOT/FTA rules, The MRO has so many hours and then the donor has so many hours to respond, etc.

Part 2, Section D.1 – Drug & Alcohol Testing Services

☐ Change ☒ Clarification ☐ Addition

Laboratory, B., shall we add a line item to the price sheet for blood specimen?

Answer: WTA does not use blood specimens at this time. This may have been a transcription error while drafting the SOW



Part 2, Section D.2 – Occupational Medical Services

☐ Change ☒ Clarification ☐ Addition

Medical Leave, what is the anticipated annual frequency need of this portion of the work?

Answer: It is infrequent as most employees handle these issues through their primary care physician. WTA does occasionally send employees for Fit for Duty or Workers' Comp to the clinic and paperwork would be needed to be completed.

Part 2, Section C.2 – General Technical Requirements

☐ Change ☒ Clarification ☐ Addition

Please define WTA's "primary service area" where post-accident testing must be available.

Answer: WTA's "primary service area" can be found at www.ridewta.com