



**SACRAMENTO REGIONAL TRANSIT DISTRICT  
PROCUREMENT SERVICES  
2816 N STREET  
SACRAMENTO, CA 95816**

## **REQUEST FOR QUOTE (RFQ)**

**DATE:** September 26, 2018

**DELIVER TO:** PROSPECTIVE BIDDER

**SUBJECT:** On-Call Revenue Vehicle Towing Services (Bus)  
Control Number 2018038

**NO. OF PAGES:** 25 (including cover)

**FROM:** Juliette Terry, Senior Procurement Analyst

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Sacramento Regional Transit District (SacRT) is soliciting bids from contractors with qualifications, experience and knowledge to provide on-call revenue vehicle towing services.

This contract is subject to a financial assistance contract between SacRT and the U.S. Dept of Transportation. Contractor must comply with all EEO laws and regulations and all other federal and state laws and regulations governing the grant(s) used to fund this project.

It is the policy of the U.S. Dept of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. As a condition of federal grant assistance, SacRT has adopted a DBE program for its federally funded contracts. No DBE goal has been established for this Contract.

SacRT hereby notifies all Bidders that it will affirmatively ensure that, in regard to any contract entered into pursuant to this solicitation, all contractors will be afforded full opportunity to submit a bid in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, disability, age, or national origin in consideration for an award.

For questions regarding this solicitation, send an email through the PlanetBids Vendor Portal, attention Juliette Terry. Electronic bids must be submitted through SacRT's PlanetBids Vendor Portal, **no later than 2:00 p.m. on Wednesday, October 24, 2018.**

- Length of Service – 3 years from date of Contract Execution
  - Quote must be good for 90 days
  - Insurance Requirements – The selected Contractor must be able to obtain and maintain the insurance required in this solicitation.
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## I. INTRODUCTION

SacRT operates approximately 65 bus routes in a 418-square-mile service area. Bus service is provided 365 days a year with 196 Compressed Natural Gas (CNG) powered buses. In addition, SacRT provides a community bus service (CBS) which operates a fleet of 32 gas and CNG coaches. SacRT's bus maintenance facility and bus lots are located in downtown Sacramento (1323 28<sup>th</sup> Street, Sacramento, CA 95816). SacRT has a satellite facility and small bus lot located at McClellan Business Park (3701 Dudley Blvd., McClellan, CA 95652).

SacRT is soliciting bids from licensed, bonded and insured towing contractors that can provide on-call towing and roadside assistance services for its revenue (buses) vehicles. SacRT requires on-call towing and roadside assistance services that meet its operational needs on a 24 hour, 7 days a week, 365 days a year response basis. The estimated quantities shown on the bid pricing forms are SacRT's best estimate of the amount of work that may be ordered under this Contract. SacRT cannot guarantee that services will be used to that extent. Services will be ordered on an "as-needed" basis.

This Contract is solely for SacRT's Bus Maintenance Department and includes services for its revenue fleet. This Contract does not include services for SacRT's Light Rail/Metro Department.

## II. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

### A. Responsibility Factors

In determining whether a Bidder is responsible, consideration will be given to the following factors:

1. The ability, capacity and skill of the Bidder to perform the Contract or effectuate the transaction, without delay;
2. The character, integrity, reputation, judgment, experience and efficiency of the Bidder; and
3. The quality of Bidder's performance on previous contract with, or purchases by, SacRT.

### B. Required Certifications, Licenses and Permits

1. Tow trucks/vehicles must comply with all current federal, state and local operating requirements, including but not limited to those set out in the Code of Federal Regulations ("C.F.R."), the California Vehicle Code and any applicable municipal, county or other local ordinances. Tow trucks/vehicles must be in compliance with all requirements and have valid certifications, licenses, and permits for the duration of this contract.
2. Tow truck drivers must comply with all current federal, state and local requirements, including but not limited to the C.F.R., the California Vehicle Code and any applicable municipal, county or other local ordinances. Drivers must be in compliance with all applicable requirements and have valid tow truck driver certifications, licenses, and permits for the duration of the contract.

### III. SCOPE OF SERVICES

#### A. Revenue Vehicles

1. SacRT's revenue service vehicles include, but are not limited to, the following:
  - a. Daimler (Orion Industries) VII Series (model years 2003 - 2008) 40-Foot Coaches  
96 currently in service (Big Bus)
  - b. Gillig Low Floor (model years 2015 - 2016) 40-Foot Coaches  
96 currently in service (Big Bus)
  - c. Ford E-450 Chassis Cutaway, 14-Passenger 25-Foot Vans  
3 currently in service (Small Bus)
  - d. Ford F-550 Chassis Cutaway, 24-Passenger, 32-Foot Vans  
8 currently in service (Big Bus)
  - e. Ford F-550 Chassis Cutaway, 22-Passenger, 27-Foot Vans  
26 currently in service (Big Bus)
2. Contractor must have a call center that is staffed to receive calls and respond to any towing and/or roadside assistance requests 24 hours a day, 7 days a week, 365 days a year.
3. Under this Contract, there is a maximum response time of 60 minutes. If Contractor is unable to respond within the time frame indicated, Contractor must notify SacRT at the time of service request.
4. Contractor must carry a minimum of 20-pounds of Clean Sweep, or other absorbent, to clean up fluid spills at the vehicle service location. Contractor is responsible for disposal of all contaminated absorbent and/or other materials.
5. Upon arriving at the site of a disabled vehicle, Contractor may be asked to wait on standby for the arrival of a SacRT mechanic or other SacRT personnel. SacRT will not pay Contractor any additional compensation for standby time.
6. Fleet size may increase or decrease and vehicle type may vary during the contract term. SacRT will notify Contractor of any changes to its fleet size and/or vehicle type that occurs, including the addition of all-electric buses.
7. Revenue vehicle towing must comply with individual vehicle manufacturer recommendations (see, Revenue Vehicle Towing below) and the guidelines of the California Highway Patrol (CHP).

#### B. Revenue Vehicle Towing

The guidelines and procedures listed in Attachment 4 Towing Procedures must be followed when towing a revenue vehicle.

#### **IV. ROADSIDE ASSISTANCE**

In addition to towing, SacRT may request roadside assistance services, including, but not limited to, clean-up services.

Contractor must provide the service listed above in accordance with the hourly rates listed on the Bid Pricing Form. There may be other roadside assistance services requested by SacRT.

#### **V. TOWING RATES**

Contractor must charge hourly rates for all towing services and roadside assistance under this Contract and will be reimbursed in accordance with the rates listed on the Bid Pricing Form. Contractor must charge on a "Portal-to-Portal" basis.

Hourly rates must commence and terminate as follows:

- From the time a tow vehicle leaves the tow yard to respond to a SacRT service request;  
or
- From the time a tow vehicle in the field is in route to respond to a SacRT service request.
  
- To the time a tow vehicle returns directly to the tow yard after responding to a SacRT service request;  
or
- To the time a tow vehicle stays in the field and responds to a non-SacRT service request.

Hourly towing rates must not vary based on the type of towing vehicle Contractor uses to respond to the service request.

Hourly towing rates must include hookup, removal, any fuel surcharges, and all costs for labor, materials, equipment, services, insurance, overhead, profit and any other costs necessary to perform the work specified in this solicitation.

#### **VI. SERVICE REQUESTS**

Services may be requested and/or cancelled only by the following authorized and designated SacRT personnel:

Director, Bus Maintenance  
Bus Maintenance Superintendent  
Bus Maintenance Supervisor  
Bus Maintenance Leadman Mechanic

Contractor is responsible for ensuring that they receive proper authorization from the personnel listed above before performing any services. Contractor will not be reimbursed for services requested by any personnel not listed above.

#### **VII. CANCELLATION OF SERVICE REQUESTS**

If SacRT cancels a service request, Contractor may apply charges as follows:

- A. If SacRT cancels a service request within 20 minutes or less of the initial service request, Contractor may not charge SacRT for that service request.

- B. If SacRT cancels a service request more than 20 minutes after the initial service request, or if the tow truck has already arrived at the tow and/or roadside assistance site, Contractor may charge SacRT based on the fixed hourly rates listed on the Bid Pricing Form.

## VIII. ALCOHOL AND DRUG FREE WORKPLACE PROGRAM

To the extent the work required under this contract is performed on property owned or controlled by SacRT, Contractor must comply with the "SacRT Drug & Alcohol Abuse Policy," a copy of which is available upon request.

### A. Drug-Free Workplace

#### 1. Definitions

As used in this clause, "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 C.F.R. Section 1308.11-1308.15;

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance;

"Drug-free workplace" means the site(s) for the performance of work done by Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance;

"Employee" means an employee of Contractor directly engaged in the performance of work under a SacRT contract. Directly engaged is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact of involvement in contract performance;

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

- 2. Contractor, if other than an individual, must within 30 calendar days after award of contract (unless a longer period is agreed to in writing for contracts of 30 calendar days or longer performance duration), or as soon as possible for contracts of less than 30 calendar days performance duration:
  - a. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - b. Establish an ongoing drug-free awareness program to inform such employees about:

- i) The dangers of drug abuse in the workplace;
    - ii) The Contractor's policy of maintaining a drug-free workplace;
    - iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - c. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (2)(a) of the clause;
  - d. Notify such employees of the statement in writing, required by subparagraph (2)(a) of this clause that, as a condition of continued employment on this contract, the employee will;
    - i) Abide by the terms of the statement; and
    - ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction.
  - e. Notify SacRT in writing within 10 calendar days after receiving notice under subdivision (2)(d)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice must include the position title of the employee;
  - f. Within 30 calendar days after receiving notice under subdivision (2)(d)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
    - i) Take appropriate personnel action against such employee, up to and including termination; or
    - ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, local health, law enforcement, or other appropriate agency.
  - g. Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (a) through (f) of this clause.
3. Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.
  4. In addition to other remedies available for Contractor's failure to comply with the requirements of paragraphs (2) or (3) of this clause may, pursuant to 48 C.F.R. Part 23.506, render Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

**B. Drug and Alcohol Testing Program**

If Contractors or its employees will perform a safety-sensitive function, Contractor must establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 40, Procedures for Transportation Workplace Drug Testing

Programs, and Part 655, Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations. A fully-compliant program includes the following elements:

1. Drug and Alcohol Policy

A fully compliant policy must include specific, comprehensive information of the Contractor's drug and alcohol program. The policy must include:

- a. Proof of policy adoption by the appropriate governing body with effective date indicated;
- b. Identity of the person designated [Designated Employer Representative (DER)] to answer questions about the drug and alcohol program;
- c. Categories of employees who are subject to testing;
- d. Prohibited behavior, including when the regulations prohibit the use of alcohol and drugs;
- e. Testing circumstances for drugs and alcohol (i.e. pre-employment, random, post accident, reasonable suspicion, return-to-duty, and follow-up testing);
- f. Drug and alcohol testing procedures consistent with 49 C.F.R. Part 40, as amended;
- g. Requirement that covered employees submit to drug and alcohol testing administered in accordance with Federal Transit Administration (FTA) regulations;
- h. Description of the behavior and circumstances that constitute a refusal to take a drug and/or alcohol test and a statement that a refusal constitutes a verified positive test result;
- i. Description for action taken for dilute test result; and
- j. Description for consequences of policy violation.

A signed form by employees acknowledging receipt of drug and alcohol policy must be filed and kept accordingly.

A FTA comprehensive policy requirements checklist is available upon request.

2. Training Program on Drug and Alcohol Abuse

- a. Safety-sensitive employees are required to complete one hour of training on drug and alcohol abuse.
- b. Supervisors of safety-sensitive employees are required to complete two hours of additional training on the physical, behavioral and performance indicators of probable drug use and alcohol misuse.
- c. Certificates of training must be filed and kept accordingly.

3. Drug and Alcohol Testing

- a. Pre-Employment
  - (i) Contractor is required to perform a Drug and Alcohol reference check for all safety-sensitive employees.
  - (ii) A negative drug test result is required of employees prior to performing safety-sensitive work.

- b. Random
  - i) Testing of safety-sensitive employees for drugs and alcohol must be conducted at levels specified by the FTA. The current annual rate for random drug testing is set at 25 percent of the number of safety-sensitive employees. The annual random testing rate for alcohol is 10 percent of the number of safety-sensitive employees.
  - ii) Random testing must be conducted using a scientifically valid method.

A list of safety-sensitive employees must be made available to SacRT upon request.

- c. Reasonable Suspicion
  - i) Reasonable suspicion testing is conducted when there is reason to believe an employee may have used illegal drugs or misused alcohol.
- d. Post-Accident
  - i) Post-accident testing is required following a qualifying accident.
- e. Return-to-Duty
  - i) Return-to-duty testing is required following a positive test result, and evaluation and treatment directed by a Substance Abuse Professional (SAP).
- f. Follow-up
  - i) Following a return-to-duty process, follow-up tests may be conducted based on SAP recommendation.

#### 4. Records to Document Compliance

- a. Contractor must maintain records on program administration and test results. Records must be maintained in a secure location with controlled access.

#### 5. Records and Reporting on Drug and Alcohol Testing Results

- a. Contractor must prepare, maintain and submit quarterly and annual reports as identified in Item C4 below.

#### 6. Monitoring and Auditing

- a. SacRT will approve Contractor's policy and monitor program compliance (i.e. training plan, testing requirements, record security, and reports) and service agents (collection site, laboratory, Medical Review Officer and SAP).



- b. After the initial audit/review, Contractor will be subject to annual follow-up audits throughout the duration of the contract. The audits will be scheduled in advance by SacRT.

C. Implementation Guidelines

1. SacRT's Procurement Department must ensure that solicitations (ITBs, RFPs, RFQs or Purchase Orders) for services that include the performance of safety-sensitive functions, as defined above, include a provision requiring compliance with mandated Department of Transportation (DOT)/FTA drug and alcohol testing regulations.
2. Prior to contract execution, Contractor must certify, by signing the Certificate of Compliance with Drug and Alcohol Testing and Drug-Free Workplace Act (Bid Form 4), that the firm is in compliance with the applicable DOT/FTA regulations. A copy of the signed certification must be forwarded by Procurement to SacRT's Drug and Alcohol Program Manager (DAPM) in the Labor Relations Department. The Certification must remain in effect for the term of the contract.
3. Prior to contract execution, Contractor must complete a Service Provider Form (Exhibit 1). The form must be completed upon award of a contract and is not required at time of bid submittal.
4. Using the DOT Drug and Alcohol Management Information System form (DAMIS), Contractor must send quarterly and annual drug and alcohol testing reports to SacRT's Labor Relations Department. The quarterly report must be submitted no later than the 15<sup>th</sup> of each month following the close of each quarter. Continued payment of Contractor invoices by SacRT is contingent upon submission of the required reports on a timely basis and compliance with DOT/FTA mandated rules. The following are submission dates for the quarterly and annual reports:

Reports	Period Covered	Due Date
1 <sup>st</sup> Quarter	January through March	April 15
2 <sup>nd</sup> Quarter	April through June	July 15
3 <sup>rd</sup> Quarter	July through September	October 15
4 <sup>th</sup> Quarter	October through December	January 15
Annual Report	January through December	February 1

Reports must be addressed as follows:  
 Sacramento Regional Transit District  
 Attn: Labor Relations DAPM  
 1400 29<sup>th</sup> Street  
 Sacramento CA 95816

**IX. MONTHLY STATEMENTS/INVOICES**

Contractor must submit a monthly statement/invoice to SacRT for all towing services provided within that month setting forth the services provided and billing rates in accordance with Contractor's rates listed on the Bid Pricing Form. All corresponding invoices must be attached.

In order for monthly statements to be approved for payment processing, they must clearly identify the following information:

- Contract purchase order (PO) number
- Date of tow service request
- Time of tow service request
- Name of SacRT requestor
- Vehicle number, if applicable
- Vehicle year, make and model
- Origin and destination of tow
- Beginning and end time of tow
- Total miles of tow
- Brief reason for tow
- Applicable fixed rate
- Total invoice price

Statements must be addressed as follows:

Sacramento Regional Transit District  
Attn: Director, Bus Maintenance  
P.O. Box 2110  
Sacramento, CA 95812-2110

Statements that do not include the information listed above will be sent back to Contractor for correction and may not be paid in a timely manner.

#### **X. REQUEST FOR CLARIFICATION**

Prospective Bidders may request clarification of the RFQ by submitting the request in writing through SacRT's Vendor Procurement Portal, PlanetBids, no later than **Wednesday, October 10, 2018**. SacRT will respond to any request, in writing, through SacRT's PlanetBids Vendor Portal. Any change to this RFQ will be effected by the issuance of an addendum.

#### **XI. CONTRACT AWARD AND TERM**

Determination of the lowest bidder will be based on the bid amount listed on the Bid Pricing Form. Subject to SacRT's right to reject any and all bids as it may deem proper, a Contract will be awarded by the General Manager/CEO to the lowest responsible and responsive bidder within 90 days after bid opening.

The term of the Contract will commence on the effective date of the Contract and expire 3 years later.

#### **XII. MATHEMATICAL ERRORS**

In determining the amount bid by each Bidder, SacRT may disregard computations that contain obvious mathematical errors in addition, subtraction, multiplication, and division that appear on the face of the Bid Pricing Form. When such mathematical error(s) appear(s) on the face of the Bid Pricing Form, SacRT may, but will not be obligated to, correct any such error and compute the total amount bid by said Bidder on the basis of the corrected figure or figures to determine which Bidder has submitted the lowest Bid.

When an item price is required to be set forth in the Bid and the total price for the item does not agree with a figure that is derived by multiplying the item price by the estimated quantity

of work to be performed for said item, the item price will prevail over the total extended price for the item. The total to be paid for each item will be based upon the item price and not the total extended price for the item. If the Bid contains only a total extended price for the item, and not the item price, SacRT will determine the item price by dividing the total price for the item by the stated estimated quantity of work to be performed for said item.

### **XIII. SAMPLE CONTRACT AND CONTRACT PROVISIONS**

The successful Bidder will be expected to comply with the insurance requirements set forth in Attachment 3 and enter into SacRT's form of agreement which includes SacRT General Contract Provisions (Attachment 1), and Federal Transit Administration (FTA) Grant Contract Provisions (Attachment 2). Any questions or issues regarding these provisions must be submitted prior to the deadline through the Request for Clarification process, as they are not subject to post-bidding modification through negotiations.

Please note that this contract is funded in whole or in part with federal grant dollars. The FTA imposes the Federal Grant Contract Provisions on SacRT and its contractors and subcontractors, and requires the inclusion of such terms in the Contract. The specific terms of those provisions are not subject to modification. Thus, bidders are advised to carefully review the Federal Grant provisions and ensure that they are able to meet and comply with the provisions in their current form. If Bidder wishes to receive a sample contract, please contact Juliette Terry through SacRT's PlanetBids Vendor Portal.

### **XIV. PROTEST PROCEDURES**

SacRT has a formal procedure for bid protests. If Bidder wishes to receive a copy of the Bid Protest Procedure, please contact Juliette Terry through SacRT's PlanetBids Vendor Portal.

Attachment 1	SacRT General Contract Provisions
Attachment 2	FTA Grant Contract Provisions
Attachment 3	Insurance Specifications
Attachment 4	Towing Procedures



**BID FORM 2  
BID PRICING FORM**

IDENTIFICATION OF BIDDER

Full and Correct Name of Bidder: \_\_\_\_\_

Social Security or Federal I.D.#: \_\_\_\_\_

Principal Business Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone/Fax Number \_\_\_\_\_

The undersigned Bidder submits this Bid to SacRT in accordance with SacRT's Request for Quote (RFQ). The undersigned further agrees that this Bid constitutes a valid firm offer which must not be withdrawn for a period of 90 days after the date of Bid opening. Bidder must enter a price for each Bid item, based on the estimated quantities listed in this bid form below. Estimated quantities and hours per tow are only for purposes of determining the low bidder and SacRT does not represent or guarantee the estimated quantities will be met. Partial Bids may result in rejection of the Bid as nonresponsive.

<u>Bid Item</u>	<u>Description</u>	<u>Total Bid Price</u>
1.	Towing Services - Revenue Vehicles (Year 1)	\$ _____
2.	Towing Services - Revenue Vehicles (Year 2)	\$ _____
3.	Towing Services - Revenue Vehicles (Year 3)	\$ _____
	<b>TOTAL</b>	<b>\$ _____</b>

DATE \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

**BID FORM 2 (continued)**

**YEAR 1**

Revenue Vehicle Towing	Estimated Annual Tows*		Estimated Hours Per Tow*		Hourly Rate Per Tow**		Total Price
Day Rate 6:00 am to 5:59 pm	140	x	1.5	x	\$ _____ per hour	=	\$ _____
Night Rate 6:00 pm to 5:59 am	50	x	1.5	x	\$ _____ per hour	=	\$ _____
Bid Item #1 Sub-Total (transfer this figure to page 20)							\$ _____

**YEAR 2**

Revenue Vehicle Towing	Estimated Annual Tows*		Estimated Hours Per Tow*		Hourly Rate Per Tow**		Total Price
Day Rate 6:00 am to 5:59 pm	140	x	1.5	x	\$ _____ per hour	=	\$ _____
Night Rate 6:00 pm to 5:59 am	50	x	1.5	x	\$ _____ per hour	=	\$ _____
Bid Item #2 Sub-Total (transfer this figure to page 20)							\$ _____

**YEAR 3**

Revenue Vehicle Towing	Estimated Annual Tows*		Estimated Hours Per Tow*		Hourly Rate Per Tow**		Total Price
Day Rate 6:00 am to 5:59 pm	140	x	1.5	x	\$ _____ per hour	=	\$ _____
Night Rate 6:00 pm to 5:59 am	50	x	1.5	x	\$ _____ per hour	=	\$ _____
Bid Item #3 Sub-Total (transfer this figure to page 20)							\$ _____

\*Estimated annual tows/quantities and hours per tow are only for the purposes of determining a low bidder and SacRT does not represent or guarantee that such quantities will be met.

\*\*Rates must include hookup, removal, and any fuel surcharges (Refer to Item V, Towing Rates).

**BID FORM 3  
INTERESTS AND GRATUITIES CERTIFICATIONS**

Contractor, by its signature below, certifies that except as disclosed below, Contractor, its officers, employees and their immediate families have not offered or given a gratuity in any form including, without limitation, entertainment, favors, loans, gifts or anything of greater than nominal value for any reason including personal, non-business related reasons to any SacRT officer or employee or their immediate families within the preceding 12 months. For the purpose of this section, nominal value means anything: (1) having an aggregate value of \$35.00 or less per year; or (2) any perishable item (flowers or food) of any value except that prepared meals are subject to the \$35.00 limit. A campaign contribution is not a gratuity and is not the subject of this Certification.

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Contractor further certifies that except as disclosed below, Contractor, its officers, employees and their immediate families presently have no interest nor within the preceding 12 months had any interest including, without limitation, any business or personal relationship that would appear to conflict with the performance of services required to be performed under this Contract. Disclosable interests and relationships are those that may reasonably be viewed as creating a potential or actual conflict of interest.

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\_\_\_\_\_  
Contractor

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**BID FORM 4  
CERTIFICATE OF COMPLIANCE WITH DRUG AND ALCOHOL TESTING  
AND DRUG-FREE WORKPLACE ACT**

**NOTE: Complete Part A AND Part B**

**PART A: COMPLIANCE WITH DRUG AND ALCOHOL TESTING REQUIREMENTS FOR SAFETY-SENSITIVE EMPLOYEES**

Bidder hereby certifies that it:

\_\_\_\_\_ Has established a Drug and Alcohol Testing Program for safety-sensitive employees in accordance with 49 C.F.R. Parts 40 and 655, as amended; or

\_\_\_\_\_ Will establish a Drug and Alcohol Testing Program for safety-sensitive employees in accordance with 49 C.F.R. Parts 40 and 655, as amended, prior to commencement of any safety-sensitive work or within 30 calendar days of receiving award of this contract.

**PART B: COMPLIANCE WITH DRUG-FREE WORKPLACE ACT**

Bidder certifies that it:

\_\_\_\_\_ Has a Drug-Free Workplace program in accordance with the provisions of the Drug-Free Workplace Act of 1988; or

\_\_\_\_\_ Will establish a Drug-Free Workplace program in accordance with the provisions of the Drug-Free Workplace Act of 1988 prior to commencement of work on property owned or controlled by SRTD.

Firm: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date of execution: \_\_\_\_\_

Please note: Form must be executed by an authorized officer of the firm.



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**EXHIBIT 1**

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**SERVICE PROVIDER FORM**

(To be completed upon award. NOT REQUIRED at time of bid submittal.)

<b>CONTRACTOR NAME</b>	
DER Name	
DER Phone	
DER Email	
Address	

<b>Collection Facility</b>	
Company Name	
Address	
Phone	
Fax	

<b>Laboratory</b>	
Company Name	
Address	
Phone	
Fax	

<b>Medical Review Officer</b>	
Company Name	
Address	
Phone	
Fax	

<b>Consortia/Third Party Administrator</b>	
Company Name	
Address	
Phone	
Fax	