



**OGDEN CITY CORPORATION  
REQUEST FOR PROPOSAL**

**DRUG & ALCOHOL LABORATORY TESTING SERVICES**



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Ogden City Human Resources  
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ADVERTISEMENT

Ogden City is requesting sealed proposals from qualified Proposers for a selection of qualified consultant firms, to identify a qualified vendor(s) to collect, screen, & process all city drug screening, breath alcohol testing, as well as post-accident blood draws for Ogden City.

Proposal packets are available and may be obtained by downloading from the Ogden City website at <https://www.ogdencity.gov/264/Purchasing>

Proposers are responsible for securing any and all addenda issued.

**Sealed responses** to this RFP shall be submitted to: Ogden City Purchasing Office, c/o 2nd Floor Information / Constable Desk, 2549 Washington Blvd, Ogden, UT, 84401 by **April 10, 2025, no later than 11 AM.**

**LATE PROPOSALS WILL NOT BE ACCEPTED.**

Ogden City reserves the right to accept or reject any proposal as it best serves its convenience and/or is found to be in the best interest of the City.

Ogden City encourages and welcomes bids/proposals from small, local, women, and minority owned businesses and other disadvantaged business enterprises.

**Ad Published:** March 22, 2025

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**I. INTRODUCTION**

Ogden City desires to enter into an agreement with one or more qualified individuals, corporations, or “Proposers” to provide professional drug and alcohol laboratory processing services for all City of Ogden, Utah divisions/departments. The proposal aims to establish a contracted laboratory to provide professional and technical services and produce reports per federal and state employment statutes and guidelines. Proposers must comply with city policy, procedures, and practices regarding collecting drug screening for pre- and post-employment, post-accident, and reasonable suspicion screening. Ogden City is seeking a clinical laboratory Proposer to provide urine analysis processing, breath alcohol testing, as well as blood draw processing. The proposer must work with Ogden WorkMed to ensure all policies and city procedures have been followed and that reports are processed in a timely, sensitive, and confidential manner to provide professional, accurate reporting to Ogden City Human Resources.

**Goals/Objectives**

The Proposers will conduct drug, alcohol, and blood draw laboratory services that include the following drugs:

- A. Opioids
- B. Oxycodone
- C. Benzodiazepines
- D. Methadone
- E. Amphetamines
- F. Phencyclidine
- G. Marijuana (cannabinoids) - *along with a breakdown of nanograms observed.*
- H. Cocaine Metabolites
- I. Barbiturates
- J. Pentazocine
- K. Propoxyphene
- L. Fentanyl

M. Nalbuphine

N. Meperidine

The Proposer will furnish all labor materials, supplies, equipment, and supervision necessary to complete all screening services specified. Procedures and methods to be used by the proposer for screening services must conform with all current federal and state guidelines governing public agency human resource administration, including but not limited to, Title VII of Chapter 42 of the United States Code, the Equal Employment Opportunity Commission Uniform Guidelines on Employment Selection Procedures, Americans with Disabilities Act Amendment Act, Department of Labor Fair Labor Standards Act, Fair Credit Reporting Act (FCRA).

The Proposer must be able to integrate with Ogden Intermountain WorkMed to streamline and automate the collection and reporting of laboratory screening and reporting.

The Proposers will process and have the ability to report on all the following drug and alcohol screening services below. The city desires the following to be included in laboratory processing:

A. **Pre-Employment Screening**

The proposer will ensure all full-time, part-time, seasonal, & temporary employees receive the proper assessment for pre-employment screening.

B. **Post-Employment DOT Random Testing**

The proposer will update the active employee list provided by Ogden City HR to ensure all DOT-required random testing procedures are followed each quarter.

C. **Post-Employment Safety Sensitive Random Testing**

The Proposer will update active employee lists provided by Ogden City HR to ensure all Safety Sensitive required random testing procedures are followed each quarter.

D. **Post Accident Screening**

The Proposer will work with local WorkMed and hospitals to ensure laboratory processing procedures are followed.

E. **After-hours —Post-Accident Screening**

The Proposal will facilitate post-accident after-hours testing with a Breath Alcohol Analyzer Machine.

F. **Blood Draws – Post-Accident Screening**

The Proposal will include confirmation of blood draw processing for any city medical cannabis user.

This RFP process is anticipated to result in one or multiple contracts being awarded. The RFP document will become part of the **final contract**, which will be issued for a total period of three (3) years.

## II. SCOPE OF WORK

Ogden City desires that the consultant provide an overview of the laboratory process and procedures along with detailed costs and expected timelines to the City's representatives with this request for purchase. The Proposer will be expected to meet with the City's representatives to facilitate the city's needs and to ensure that reporting procedures, competent customer service, and technical advisors are available throughout the contract period. The Proposer's cost and expense will include a technician or support services to be available to assist the City in resolving any problems that may arise with the use of any of the items called for under the contract. These discussions shall begin early in the project. Outcomes desired by the City shall also be confirmed in these discussions.

The Proposer will be expected to intake, process, and report on all employee-produced samples throughout the contracted period. Proposers must also facilitate competent and constructive MRO assistance to ensure all confidential, required testing processes are followed. The Proposers shall be available via email and phone during the city business working hours. Proposers shall notify the City of any duplicate screening requests and must notify the city before any duplicates are processed.

The Proposer will provide after-hours drug and alcohol testing services to accommodate urgent or immediate testing needs that occur outside regular business hours. These services should be available for post-accident screenings or reasonable suspicion testing that arises unexpectedly during evenings, weekends, or holidays.

For all after-hours Breath Alcohol Testing (BAT), the proposer will ensure that a breathalyzer is available to conduct accurate alcohol testing for employees in compliance with federal, state, and city guidelines. The breath analyzer must meet or exceed DOT (Department of Transportation) standards and must be operated by a certified technician.

The Proposer will ensure that the following are included.

- a. After-hours testing can be facilitated at any time upon request.
- b. Breath Alcohol Testing will be performed using a breath analyzer that is properly calibrated and maintained.
- c. 24/7 Availability for both drug and alcohol testing to ensure all tests can be performed promptly, including after-hours, weekends, and holidays.
- d. The proposer will maintain a list of available certified technicians or provide a support phone number that can be used to contact and dispatch technicians promptly for all after-hours testing needs
- e. All positive test results will be reported immediately to the City of Ogden's HR/Risk Director through email and/or phone call to ensure prompt response and action has been taken.

Ogden City recognizes the complexities surrounding cannabis use and testing in relation to employee performance, safety, and compliance with federal and state regulations. Therefore, the proposer must be equipped to handle post-accident blood draws for cannabis testing, including the ability to accurately measure the levels of cannabinoids in the individual's system.

The Proposer will ensure the following for blood draws related to cannabis use.

- a. The Proposer must be able to collect blood samples in accordance with the state and federal regulations and have qualified professionals available to perform these collections in a timely and professional manner.
- b. Blood tests for cannabis use will include the accurate measurement of THC (tetrahydrocannabinol) and its metabolites, including the breakdown levels in nanograms. Proper chain-of-custody procedures must be followed for blood draws related to cannabis use to maintain the integrity of testing and the validity of results.
- c. The Proposer must report accurately and timely the results of cannabis use along with compliance with all applicable laws and regulations regarding cannabis testing and ensure testing methods align with federal employment law and the Americans with Disabilities Act (ADA).

### **III. RESPONSE TO RFP**

Responses to this RFP should be provided in the following format: A responsive submission will include all the following items either as a separate document or as an attachment to the RFP submission.

1. An introductory document including how the prospective Proposer will satisfy the requirements of this RFP outlined in the scope of work.

- a. Description of vendor and services provided.
- b. Applicant/employee testing conducted by the proposer.
- c. Employee consultation with names, numbers, and contact information conducted by Proposer. Including the name and contact information of the person designated as authorized to bind the offer contractually.
- d. Statement about worker's compensation and liability insurance coverage.
- e. Statement on the extent of employee laboratory screening.
- f. Evidence of relevant certifications and accreditations (e.g., CLIA certification, SAMHSA approval).
  - i. Copy of evidence of insurability – Refer to Section VI, City Requirements
- g. Statement on the Proposer's compliance with applicable federal, state, and local regulations (e.g., DOT, FCRA, ADA, and other relevant laws).

2. A description of the prospective Proposer's experience in providing the same or similar services as described in the RFP's scope of work.

- a. Include company history with biographies and/or resumes for principal contacts.
- b. Team Information – Provide the names of any outside consultants and/or subcontractors to be utilized, including contact information and a brief description of their role(s) in the project.
- c. Please list at least 3 references, preferably municipalities where you currently do business within Utah. Please include the following:

Government name, address, phone number, and contact at municipality.

*Note: When completing the submission, you must provide a detailed description of your reference(s).*

- d. Price. A detailed breakdown of the proposed costs and timeframes is to be expected. Include a price guarantee period. *Note:* This should be included in your proposal packet. Request for Proposals will be evaluated by the City of Ogden. A small committee will select the prospective Proposer using the criteria whose responses best demonstrate the competence and proposals needed to perform services.

- b. A detailed narrative of the methodology to be employed to gather current City processes and procedures, current city organizational information, unbiased employee position information, and any other relevant employee data.
- c. Proposers must comply with applicable data security and privacy standards (e.g., HIPPA) when handling employee testing data.
- d. Ogden City reserves the right to audit the proposer's performance and compliance with the contract at any time during the agreement's term. The RFP should include a dispute resolution clause specifying the method for resolving any issues arising during the contract period (e.g., mediation or arbitration).
- e. Proposals received are not to be longer than 10 pages. Double-sided pages count as two pages. Please do not use spiral or wire binding methods for City record-keeping purposes. The following methods will be accepted:
  - i. Submitted as a loose leaf with a binder clip
  - ii. Submitted in a regular 3-ring binder
- f. Proposals submitted to Ogden City are considered public records unless protected within [Utah Code 63G-2-1](#).
- g. It's at the City's discretion to hold additional rounds of scoring and/or interviews to determine the final selection. If additional rounds or interviews are needed, each successful proposer may be given the opportunity to meet with the selection committee, followed by questions. Notice will be given as to the time and place of such a meeting.

#### IV. EVALUATION OF PROPOSALS

Proposals will be evaluated in accordance with the criteria listed below:

A. <u>Methodology and resources</u>	<u>30 Possible Points</u>
B. <u>Capability and experience</u>	<u>30 Possible Points</u>
C. <u>Availability and response time</u>	<u>20 Possible Points</u>
D. <u>Cost / fee proposal</u>	<u>20 Possible Points</u>

*A total of 100 possible points may be awarded to one proposal.*



The selection committee will primarily be composed of City employees. On occasion, consultants may be invited to participate in the review.

Note that proposals that are received after the deadline or do not conform to the RFP requirements may be deemed non-responsive and eliminated. Each Proposer bears sole responsibility for the items included or not included in the response submitted by that Proposer.

All proposals in response to this RFP will be evaluated in a manner consistent with the Ogden City policies and procedures. Ogden City reserves the right to disqualify any proposal that includes significant deviations or exceptions to the terms, conditions, and/or specifications in this RFP. Ogden City reserves the right to disqualify a proposal due to any late response, no response, or missed deadline.

In the initial phase of the evaluation process, the selection committee will review all responsive proposals cursorily to eliminate from further consideration proposals that fail to offer sufficient substantive provisions to warrant further consideration. At the conclusion of this initial phase, finalist proposals will be selected for detailed review and evaluation.

Ogden City may require an in-person meeting with any or all Proposer(s) to supplement their written proposal.

Being selected and entering into an agreement does not guarantee the Proposer will be extended any specific amount of work.

## **V. SUBMISSION OF PROPOSALS**

**By April 10, 2025, No later than 11 AM;** Proposers shall submit five (5) copies of the proposal in a sealed envelope.

**NO FACSIMILE OR EMAIL TRANSMITTALS WILL BE ACCEPTED.**

On the envelope, indicate your company's name and the RFP name.

**Submit to:**

Ogden City Corporation

c/o 2<sup>nd</sup> Floor Information / Constable Desk

ATTN: Purchasing Office

“Drug & Alcohol Laboratory Testing Services”

2549 Washington Blvd.

Ogden, UT 84401

**LATE PROPOSALS WILL NOT BE ACCEPTED.**

If the sealed proposal is submitted by mail or other delivery service, it must be received prior to the submission deadline.

The sealed Proposal may also be hand-carried to the 2<sup>nd</sup> Floor Information / Constable Desk at the same address.

It is the sole responsibility of those responding to this RFP to ensure that their submittal is made to the correct location and in compliance with the stated date and time. City offices are closed on weekends and observed holidays.

**VI. INSURANCE REQUIREMENTS**

The successful Proposer shall procure and maintain for the duration of the contract the required insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this agreement. **The Contractor shall pay the cost of such insurance.**

A. The amount of insurance shall not be less than:

1. **General Liability:** Minimum of \$3,000,000 commercial general liability coverage with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable) written on an occurrence form.

2. **Business Automobile Liability:** \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.

3. **Workers' Compensation and Employer's Liability:** Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of \$1,000,000 per accident.

4. **Professional Liability:** Minimum of \$1,000,000 aggregate with \$500,000 per occurrence.

B. Each insurance policy required by this Agreement shall contain the following clauses:

1. "This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the Ogden City Corporation".

2. "It is agreed that any insurance or self-insurance maintained by Ogden City Corporation, its elected or appointed officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with insurance provided by this policy."

C. Each insurance policy required by this Agreement, excepting policies for Workers' Compensation, shall contain the following clause in a separate endorsement:

1. "Ogden City Corporation, its elected and appointed officials, employees, volunteers and agents are to be named as additional insureds in respect to operations and activities of or on behalf of, the named insured as performed under Agreement with Ogden City Corporation."

D. Insurance is to be placed with insurers acceptable to and approved by Ogden City Corporation. The contractor's insurer must be authorized to do business in Utah at the time the license is executed and throughout the time period the license is maintained,

unless otherwise agreed to in writing by Ogden City Corporation. Failure to maintain or renew coverage or to provide evidence of renewal will be treated as a material breach of contract.

- E. City shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the city before work begins on the premises.
- F. City reserves the right to require complete, certified copies of all required insurance policies at any time.
- G. Any deductibles or self-insured retentions must be declared to and approved by the city. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to the City, their elected and appointed officials, employees, agents and volunteers; or Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- H. Contractor shall include all its contractors as insured under its policies or shall furnish separate certificates and endorsements for each contractor. All coverage for Contractor's contractors shall be subject to all the requirements stated herein.
- I. Nothing contained herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from the activities of Contractor or its agents, employees, invitees, or contractors upon the Premises during the License Period.
- J. Under the “**Certificate Holder**” section, list the following information:

Ogden City Corporation  
2549 Washington Blvd.  
Suite 510  
Ogden, UT 84401

## **VII. GENERAL TERMS AND CONDITIONS**

- A. Qualified respondents shall be Licensed Contractors in the State of Utah, for this type of work, and who meet Ogden City's insurance and bonding requirements, and have experience with all work defined in the scope of work.
- B. For projects that are security-sensitive in nature, Ogden City reserves the right to conduct a criminal background check of each person who will be providing services in response to this RFP. If requested, Contractor shall submit a BCI Criminal History Report dated within 30 days of response to RFP for each employee who will be on-site, that shows "Criminal History Verified" and has Arrest History attachments. Employees who have any convictions on their BCI record may be subject to further review and approval by Ogden City. Ogden City may reject any response to this RFP that involves services from a person or entity that Ogden City determines is unfit or unqualified to fulfill the requirements of this RFP.
- C. All work must meet current industry standards including all Federal, State and local rules and regulations.
- D. Ogden City reserves the right to request clarification of the information submitted, and to request additional information from any Proposer.
- E. Ogden City will make every effort to ensure all Proposers are treated fairly and equally throughout the entire advertising review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- F. Cost of Developing Proposals - All costs related to the preparation of proposals and any related activities are the sole responsibility of the Proposer. Ogden City assumes no liability for any costs incurred by Proposers throughout the entire selection process.
- G. Proposal Ownership – Once submitted, all proposals, including attachments, supplementary materials, addenda, etc. become the property of Ogden City and will not be returned to the Proposer.
- H. Conflict of Interest – No member, officer, or employee of Ogden City, during his or her tenure shall have any interest, direct or indirect, in this contract or the proceeds thereof, except as permitted by Ogden City policy.

- I. Non-Collusion – The Proposer guarantees the proposal is not a product of collusion with any other Proposer and no effort has been made to fix the proposal price or any Proposer or to fix any overhead, profit or cost estimate of any proposal price.
- J. Award of Contract - The company will be selected by a selection committee comprised of city employees. Ogden City reserves the right to negotiate and hold discussions with prospective service providers as necessary, however, Ogden City may award this contract without discussion of proposals received from prospective service providers.

The selected company shall enter into a written agreement with Ogden City.

Ogden City reserves the right to cancel this Request for Proposal.

Ogden City reserves the right to reject any or all proposals received. Furthermore, Ogden City shall have the right to waive any informality or technicality in proposals received when it is in the best interest of Ogden City. Ogden City reserves the right to segment or reduce the scope of services and enter contracts with more than one vendor.

- K. Pursuant to the Utah Government Records Access and Management Act (GRAMA), records will be considered public after the contract is awarded. If Proposer wishes to protect any records, a request for business confidentiality may be submitted to the Ogden City Records Office at the time of submittal. The form can be accessed through the Recorder's webpage at:

[https://www.ogdencity.com/DocumentCenter/View/19762/May-2021-Business-Confidentiality-Claim\\_revised](https://www.ogdencity.com/DocumentCenter/View/19762/May-2021-Business-Confidentiality-Claim_revised)

## **VIII. ADDITIONAL INFORMATION**

Price Guarantee: All pricing must be guaranteed for three (3) years. Following the guarantee period, any request for price adjustment must be for an equal guarantee period and notification must be at least 30 days prior to the effective date.

Requests for price adjustment must include sufficient documentation supporting the request and demonstrating a logical mathematical link between the current and proposed prices.

Any adjustment or amendment to the contract will not be effective unless approved by Ogden City.

Price Reductions: It is understood and agreed that the city will benefit immediately from any decrease in the market or allowable discount.

The contractor will only be allowed to invoice for the cost of services/goods in compliance with the submitted proposal as accepted by Ogden City Corporation.

- A. Invoices must contain a complete description of the work/service/goods that were performed/provided, the contract price for each service, the City purchase order or contract number, and the service location or delivery address.
- B. Upon the Award of the Contract, the Contractor may receive a request to process payments electronically.
- C. If offered by the Contractor, Ogden City seeks any possible discount for governmental entities.

Invoices shall be sent to the following address:

Ogden City Corporation  
c/o Human Resources  
2549 Washington Blvd. Suite 220  
Ogden, Utah 84401

Or;

Email invoices to: [heidioImedo@ogdencity.gov](mailto:heidioImedo@ogdencity.gov); [HR@ogdencity.gov](mailto:HR@ogdencity.gov)

## **IX. GOVERNING INSTRUCTIONS**

This RFP will constitute the governing document for submitting Proposals and take precedence over any oral representations.

## **X. RFP SCHEDULE**

Ogden City will follow the timetable below. Ogden City reserves the right to modify the dates due to unforeseen circumstances. Revision of dates, specifically the RFP response deadline, will result

in an RFP amendment. Amendments will be published in the City's Purchasing webpage - <https://www.ogdencity.com/264/Purchasing>.

<b>EVENT</b>	<b>TARGET DATE</b>
Open RFP Process	March 21, 2025
Ad – Standard Examiner	March 22, 2025
Last day for Q&A	April 1, 2025; No later than 11 AM
RFP Response Deadline	April 10, 2025; No later than 11 AM
Committee Review and Selection process	To Be Determined
Contract Start Date	To Be Determined

## **XI. CONTACT INFORMATION**

For any questions related to this RFP, please contact the Ogden City Purchasing Office via email [purchasing@ogdencity.gov](mailto:purchasing@ogdencity.gov).

The question-and-answer period ends at 11 AM on April 1, 2025

Please check the City's Purchasing webpage for any published Q&A document(s) that might have already addressed your questions or concerns <https://www.ogdencity.gov/264/Purchasing>

**Thank you for your interest in doing business with Ogden City.**