

**DATE: 01/18/2024**

**NON-CONSTRUCTION CONTRACT SOLICITATION NOTICE**

**MTA- HQ IS NOW ADVERTISING FOR THE FOLLOWING:**

**SSE #: 0000460023**

**OPENING/DUE DATE: 02/28/2024**

**TYPE OF SOLICITATION: RFP**

**DOCUMENT AVAILABILITY DATE: 01/18/2024**

**SOLICITATION TITLE: 15934 Drug & Alcohol Testing Services**

**DESCRIPTION:** The MTA’s federally-mandated workplace drug/alcohol testing programs follow federal regulation, including Title 49 CFR Part 40, as well as individual Department of Transportation (DOT) mode regulations, including Federal Transit Administration (FTA - 49 CFR Part 655), Federal Railroad Administration (FRA – 49 CFR Part 219), and Federal Motor Carrier Safety Administration (FMCSA – Part 382). The MTA’s non-regulated testing programs (NDOT) are also based on federal regulation.

The MTA’s drug/alcohol testing programs include the laboratory-based testing below, which the Contractor shall support for MTA agency job candidates and employees. Total testing for 2024 is currently estimated at 70,000 annually:

- DOT and NDOT laboratory-based urine drug testing
- DOT and NDOT laboratory-based oral fluid drug testing
- NDOT laboratory-based blood alcohol testing

The Contractor shall be a laboratory certified in accordance with:

- The Substance Abuse & Mental Health Services Administration (SAMHSA), of the federal Department of Health & Human Services (HHS), and
- The New York State Department of Health Part 58, Title 10 NYCRR Subpart 58-1 Clinical Laboratories.

The Contractor shall furnish all labor, supplies/material, reporting, and software/system access (Services) necessary and incidental to support the MTA’s workplace drug/alcohol testing programs for the MTA agencies listed below:

- NYC Transit (NYCT)
- Staten Island Rapid Transit (SIRTOA)
- MTA Bus Company (MTA Bus)
- MTA Headquarters (HQ)
- Metro-North Railroad (MNR)
- Long Island Railroad (LIRR)
- MTA Police (MTA PD)
- MTA Bridges & Tunnels (MTA B&T)

Funding:100% Operating      Goals:N/A      Est \$ Range: \$5M- \$10M      Contract Term: 5 yrs + 2 one- year Options

\*\*\*PLEASE SEE THE ATTACHED PROJECT OVERVIEW FOR ADDITIONAL INFORMATION\*\*\*

**(x) PRE-BID CONFERENCE**

**DATE: 02/06/2024**

**TIME: TBD**

Virtual via Microsoft Teams- Please contact the assigned Procurement Representative at [ramzi.bashjawish@mtabsc.org](mailto:ramzi.bashjawish@mtabsc.org) to register

**( ) SITE TOUR N/A**

**DATE:**

**TIME:**

**PLACE:**

**FOR MORE INFORMATION, PLEASE CONTACT:**

**PROCUREMENT REPRESENTATIVE: Ramzi Bashjawish**

**EMAIL: [ramzi.bashjawish@mtabsc.org](mailto:ramzi.bashjawish@mtabsc.org)**



Business Service Center

**Date: January 17, 2024**

**Re: Request for Proposal (“RFP”) No. 15934  
Drug and Alcohol Testing Services**

**1. PURPOSE**

- a. The MTA’s federally-mandated workplace drug/alcohol testing programs follow federal regulation, including Title 49 CFR Part 40, as well as individual Department of Transportation (DOT) mode regulations, including Federal Transit Administration (FTA - 49 CFR Part 655), Federal Railroad Administration (FRA – 49 CFR Part 219), and Federal Motor Carrier Safety Administration (FMCSA – Part 382). The MTA’s non-regulated testing programs (NDOT) are also based on federal regulation.
- b. The MTA’s drug/alcohol testing programs include the laboratory-based testing below, which the Contractor shall support for MTA agency job candidates and employees. Total testing for 2024 is currently estimated at 70,000 annually:
  - i. DOT and NDOT laboratory-based urine drug testing
  - ii. DOT and NDOT laboratory-based oral fluid drug testing
  - iii. NDOT laboratory-based blood alcohol testing
- c. The Contractor shall be a laboratory certified in accordance with:
  - i. The Substance Abuse & Mental Health Services Administration (SAMHSA), of the federal Department of Health & Human Services (HHS), and
  - ii. The New York State Department of Health Part 58, Title 10 NYCRR Subpart 58-1 Clinical Laboratories.
- d. The Contractor shall furnish all labor, supplies/material, reporting, and software/system access (Services) necessary and incidental to support the MTA’s workplace drug/alcohol testing programs for the MTA agencies listed below:
  - i. NYC Transit (NYCT)
  - ii. Staten Island Rapid Transit (SIRTOA)
  - iii. MTA Bus Company (MTA Bus)
  - iv. MTA Headquarters (HQ)
  - v. Metro-North Railroad (MNR)
  - vi. Long Island Railroad (LIRR)
  - vii. MTA Police (MTA PD)
  - viii. MTA Bridges & Tunnels (MTA B&T)

A Proposer may submit a proposal based on using solely its own resources or it may include resources of one or more other firms through a joint venture or subcontracting relationship. The MTA will also consider a Proposer who proposes to act as a general contractor who will subcontract for all or substantially all of the Services, provided such Proposer clearly



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demonstrates it is experienced in the role of general contractor (not simply acting as a broker) and is ready, willing and able to coordinate and deliver the Services required by MTA.

The MTA, in its sole discretion, will determine in the best interests of MTA, which firm(s) will be retained by the MTA and, if more than one firm is retained, the nature and quantity of the Services that will be allocated to each firm, and how the overall Services and the individual firm’s Services will be overseen and coordinated.

**2. RFP SCHEDULE AND ESTIMATED TIMELINE**

The dates associated with each activity below are target dates only, and the activities below may be completed earlier or later than the dates shown. All dates below are subject to change in the MTA’s sole discretion and any such change will be communicated to the Proposers in writing.

*a. Key RFP Dates.*

<b>Activity</b>	<b>Date</b>
Issue of RFP	1/17/24
Pre-Proposal Conference	2/6/04
Deadline to Submit Written Questions	2/15/24
Submission of Proposals	2/28/24
Oral Presentations (if required by the MTA)	Week of 3/11/24

**3. SUBMISSION OF PROPOSALS**

*a. CONDUCTIV Portal.*

The MTA will be conducting this RFP through a secure online portal managed by “CONDUCTIV”.

CONDUCTIV’s web-based process has been customized for the MTA to electronically receive proposals in an electronically secure manner.

To obtain further information about this e-procurement process and receive training to ensure access to the RFP documents, a prospective Proposer must contact the MTA CONDUCTIV authorized representative Elvis Herrera by telephone at (917) 579-2486 or by email to [eherrera@conductiv.com](mailto:eherrera@conductiv.com) with a copy by email to Ramzi Bashjawish at [ramzi.bashjawish@mtabsc.org](mailto:ramzi.bashjawish@mtabsc.org).

The MTA will evaluate proposals received based on the selection criteria specified in the RFP documents and, at its sole discretion, may (i) require an oral presentation and additional information from such Proposers as selected by the MTA and (ii) negotiate with one or more



Proposers as determined by the MTA.

***b. No associated Fees.***

There is no charge to a Proposer in order to participate in the CONDUCTIV process and no fees will be charged to the Proposer awarded a contract resulting from this RFP. Notwithstanding the generality of the foregoing, a Proposer participates in this RFP process at its own expense. The MTA will not pay for any expenses incurred by a Proposer in connection with its participation in this RFP.

***c. Proposal Submission Deadline.***

The deadline for the MTA to receive proposals through the CONDUCTIV portal is 2/28/24, 4:00pm. See Section 2.a (Key RFP Dates). No proposal will be accepted after the due date, unless that date is extended at the MTA's sole discretion.

***d. Oral Presentation.***

Proposers that submit proposals in response to the RFP may be invited to make an oral presentation about their proposals. Whether a Proposer is requested to make such a presentation is not determinative of the final evaluation of the Proposer according to the evaluation criteria set forth herein. Proposers must be available to make an oral presentation, if so requested by the MTA, on or about the week of 3/11/24.

***e. Contract negotiations.***

A Proposer requested to negotiate with MTA should be prepared to do so promptly after MTA makes such request.

**4. DESIGNATED POINTS OF CONTACT FOR THIS RFP**

**Please be advised that all MTA agency procurement opportunities are subject to the New York State Lobbying Law.** From the date of issuance of this RFP until the award of the resulting Contract, a prospective Proposer is not permitted to contact any MTA or CONDUCTIV personnel other than the Designated Points of Contact, who are Ramzi Bashjawish, Professional Services Category Manager for MTA at 917-658-2394 and Elvis Herrera at (917) 579-2486. The New York State Lobbying Law defines “contact” as oral, written or electronic communications with the MTA during the procurement process which is intended to influence the procurement. A violation of the New York State Lobbying Law will be reported and may result in a non-responsibility determination, disqualification from award or debarment for a period of up to four years. For additional information about the Lobbying Law, contact the NYS Office of General Services at (518) 474-5607 or <http://www.ogs.ny.gov/ACPL/>.

## **5. PROPOSER INQUIRIES**

Any questions regarding this RFP shall be made in writing to the above-referenced Designated Points of Contact via email. To be considered, all such questions must be submitted via email with a copy to both Designated Points of Contact by 12:00pm, 2/15/2024. Answers to questions, as well as any additional clarifications or requirements that the MTA may decide to include in the RFP, will be issued in writing by the MTA as an addendum to the RFP and will be available through the secure online portal managed by the CONDUCTIV to each entity recorded as having received a copy of the RFP. If a firm has any problem accessing or receiving communications from this portal, contact Elvis Herrera by telephone at (917) 579-2486 and [eherrera@conductiv.com](mailto:eherrera@conductiv.com).

Proposers should not rely on any oral communications from the MTA including, but not limited to, representations, statements, or clarifications concerning this RFP. Pre-proposal conferences, oral representations, statements, and clarifications from any source, including a Designated Point of Contact, shall have no binding effect on the MTA. Proposers should rely only on information set forth in this RFP or a duly issued addendum to this RFP.

## **6. PRE-PROPOSAL CONFERENCE AND OPPORTUNITY TO VIEW THE CURRENT COURSE CONTENT**

In order to assist prospective Proposers in the preparation of their proposals, a pre-proposal conference will be held via Microsoft Teams on 2/06/24.

Prospective Proposers are encouraged to participate, but participation is not mandatory. Prospective Proposers who desire to participate or have a representative participate in the pre-proposal conference are requested to notify Ramzi Bashjawish at (917) 658-2394 or (646) 376 – 0024, no later than noon 12:00pm o 2/05/24.

The pre-proposal conference shall be informal to the extent that the MTA shall not be bound by any statement made at the conference unless such statement is subsequently issued in an addendum to this RFP that is sent to all prospective Proposers in accordance with Section 5 (Proposer Inquiries) hereinabove.

## **7. ADDITIONAL INFORMATION REQUESTS TO PROPOSERS**

Should MTA require additional information from a Proposer in connection with its RFP submission, such information shall be provided by the Proposer within the timeframe specified by the MTA. Failure to provide additional information requested by the MTA may impact a proper's evaluation score.



## **8. PERIOD OF PERFORMANCE**

The term of the Contract shall be Five (5) years from the date of the Notice of Award of the Contract with two (2) one year options, for an additional two years provided, however, the MTA, in its unilateral discretion, may extend the initial or option term as necessary to continue specific Services for coverage that extends beyond the otherwise scheduled expiration date.

## **9. EVALUATION CRITERIA**

An MTA evaluation committee will evaluate proposals on a variety of quantitative and qualitative criteria and make a recommendation for award, which will be subject to approval by the MTA Board. The MTA reserves sole discretion to determine the competence and responsibility, professionalism and/or financial soundness of each Proposer. MTA reserves the right to award the Contract to the most responsive and responsible Proposer(s) submitting a proposal which (i) is fair, reasonable, most advantageous and in the best interest of the MTA, and (ii) meets the criteria in the table below. The MTA shall be the sole judge of the proposal that is in its best interest and its decision is final. There is no obligation on the part of the MTA to award a Contract to the least cost Proposer.

Proposals shall be evaluated based on the following criteria in order of priority with weights indicated:





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Proposer’s electronic solutions to enable: <ul style="list-style-type: none"> <li>– Paperless laboratory-based drug testing to be performed at MTA collection sites.</li> <li>– Electronic scheduling of job applicants/employees at Proposer-affiliated collection sites for paperless laboratory-based drug testing, including self-service scheduling performed directly by the job applicant/employee.</li> <li>– MTA monitoring of pending test results and electronic access to associated CCF and related test result documentation.</li> <li>– Electronic reporting of completed test results to the MTA system (Cority), consistent with formatting and encryption protocol requirements of the MTA.</li> </ul>	25%
Proposer’s requirements for system/software/equipment implementation of paperless drug testing to be performed at MTA collection sites, and for scheduling paperless drug testing at Proposer-affiliated collection sites.	10%
Proposer’s collection site network in the New York metropolitan region (including number of collection sites and locations).	10%
Proposer's experience, expertise and reputation in performing DOT and NDOT laboratory-based workplace drug and alcohol testing programs.	10%
Proposer’s ability to support inquiries and requests for assistance from the Program Manager and designated staff, and promptly furnish all necessary supplies/material upon request.	10%
Proposer’s understanding of the MTA’s requirements, ability to scale with future MTA drug/alcohol testing changes, and to develop/provide additional value-added services that may be relevant for MTA drug/alcohol testing programs.	10%
Diversity Practices	5%
SUBTOTAL POINTS (TECHNICAL SCORE ONLY)	
COST	20%
<b>TOTAL</b>	<b>100%</b>

<sup>1</sup> Proposer shall provide detailed specifications that are complete and responsive to MTA’s submission requirements below. Any incomplete or not fully responsive response will be considered a negative factor, the consequences of which may range from loss of evaluation points to a decision not to consider the Proposer for award. This applies to all Proposers, including firms that have done or are currently doing business with MTA, and firms that have not done business with MTA. Any Proposer deviations from the SOW requirements and standard form of contract terms may also be considered.

<sup>2</sup> While cost is only one evaluation factor, MTA will only enter into a Contract with a Proposer whose cost, as proposed or negotiated, is determined by MTA to be fair and reasonable.

**10. TECHNICAL PROPOSAL**

**a. Organization and Content of Proposals**

The purpose of the technical proposal is for the Proposer to demonstrate its qualifications, competence and capacity to provide the Services MTA requires in compliance with the



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requirements specified within this RFP.

A Proposer's narrative must provide sufficient information to effectively and clearly demonstrate the Proposer's capability to perform all the Services required.

To facilitate the review process and maximize the MTA's understanding of the proposal, the proposal should be organized in the manner and sequences indicated below and include the material listed below. The MTA expects that a proposal will be based upon and responsive to each of the subject matters raised by the MTA below and will be presented in such a manner that addresses the MTA's requirements in a clear comprehensive manner.

### **b. General Format for Technical Proposal**

The following material should be included in the proposal:

1. A cover letter which specifies the RFP's subject, the proposing firm's name, and the date of the proposal. The cover letter should also identify the firm's contact individual(s) with the authority to speak and negotiate for the firm, and, for each contact, the contact's title, telephone and fax numbers and e-mail address.
2. An executive summary that is limited to no more than three (3) pages, which summarizes the following:
  - a. The Proposer's understanding of the Services MTA requires to be performed; and
  - b. The Proposer's electronic solution(s) to:
    - i. Schedule MTA job candidates and employees for paperless laboratory-based testing at Contractor-affiliated testing facilities in the New York City metropolitan area; and
    - ii. Equip MTA in-house collection sites to perform paperless laboratory-based testing.

## **11. SERVICES.**

1. The Contractor shall perform the analysis of collected urine, oral fluid, and blood specimens. Test panels are briefly described below, with additional detail specified in the table below:



Test Panels:

Authority	Sampling	Agency	Substances
<u>MTA-Mandated, Non-DOT (NDOT)</u>	<u>Alcohol - Blood</u>	<u>NYCT*</u>	<u>Ethyl Alcohol</u>
		<u>MTA B&amp;T</u>	<u>DOT lookalike</u>
	<u>Drug - Urine/Oral Fluid</u>	<u>NYCT*</u>	<u>DOT lookalike plus barbiturates, benzodiazepines, methadone, and buprenorphine</u>
		<u>LIRR</u>	
		<u>MNR</u>	
<u>MTA PD</u>	<u>DOT lookalike plus barbiturates, benzodiazepines, methadone, propoxyphene, and methaqualone</u>		
<u>DOT</u>	<u>Drug - Urine/Oral Fluid</u>	<u>NYCT*</u>	<u>DOT-mandated panel</u>
		<u>MTA B&amp;T</u>	
		<u>LIRR</u>	
		<u>MNR</u>	
		<u>MTA PD</u>	

\* includes SIRTOA and MTA Bus includes SIRTOA and MTA Bus

2. The Contractor shall provide all necessary Chain-of-Custody/Control Forms (CCFs), inclusive of tamper-evident seals/labels, for DOT and NDOT collections performed at MTA in-house collection sites.
3. The Contractor shall provide all urine, oral fluid, and blood collection kits and related supplies for DOT and NDOT collections performed at MTA in-house collection sites. Each collection kit/device will allow for sufficient specimen collection that can be used for confirmation testing, as well as reconfirmation testing by an alternate laboratory.
4. Urine supplies will include but not be limited to sealed disposable collection cups affixed with temperature strips, specimen box, split-specimen containers, and tamper-evident shipping bags.
5. Oral Fluid supplies will include but not be limited to sealed collection devices with preservative solution, a volume adequacy indicator, and tamper-evident shipping bags.
6. Blood supplies will include but not be limited to blood tubes with preservative solution, tamper-evident seals, vacutainers, vacutainer collection kit and vacutainer needles, tourniquets, betadine swabs, and tamper-evident shipping bags.

SPECIMEN PICK-UP & CHAIN OF CUSTODY



The Contractor shall provide secured courier transport of all DOT and NDOT specimens collected at MTA in-house collection sites and Contractor-affiliated testing facilities to the testing laboratory. The MTA Medical Assessment Centers (MAC) locations are as defined in Section IV of the Scope of Work.

#### RECEIPT OF SPECIMENS AT LABORATORY & RETENTION

1. Upon receipt of collected specimens at the Contractor's laboratory, the Contractor shall:
2. Inspect the physical condition of the specimen kits, as well as the condition of the specimens and associated CCFs.
3. Notify the Program Manager immediately and in writing of any specimen that is damaged, lacking sufficient volume, or inconsistent with the Specimen List. Specimens lost or damaged for any reason in transit to the laboratory will not be charged to the MTA.
4. Maintain all specimens received in an acceptable environment, consistent with applicable regulation and guidelines related to storing specimens, handle specimens through laboratory analysis, and preserve until specimens are discarded as permitted by regulation.
5. The laboratory shall perform specimen validity testing (SVT) consistent with applicable regulation, which may include testing for pH, specific gravity, creatinine, or other elements that federal regulations may specify. SVT will also be performed with testing of NDOT specimens.
6. The laboratory shall ensure all confirmed non-negative specimens will be retained in long-term frozen storage for a minimum of one (1) year following result reporting.

#### DRUG SCREENING & CONFIRMATION TESTING

1. The Contractor shall test for substances based on the testing panels required by the Program Manager (see Attachment A).
2. Initial screening shall be by Enzyme Multiple Immunoassay Test (EMIT) techniques against initial cut-off levels specified in the test panel.
3. All specimens screening positive for one (1) or more drugs shall be confirmed for each positive drug using Mass Spectrometry (MS) methods against confirmation cut-off levels specified in the test panel.
4. Upon written request from the MTA's MRO (Medical Review Officer), the Contractor shall arrange for transfer of sufficient specimen within 24 hours to another SAMHSA-certified laboratory for reconfirmation testing, while ensuring preservation of the specimen's chain of custody.

#### BLOOD ALCOHOL TESTING



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1. The MTA has established a minimum 50 mg/dl of alcohol in the blood as the cut off level for positive detection (policy violation). The Contractor shall report all results less than 50 mg/dl as negative. The Contractor shall specify both the quantitative and qualitative values (e.g., 40 mg/dl – negative, 70 mg/dl – positive) when reporting blood alcohol results to the MTA.

### OTHER COMPLIANCE & TESTING REQUIREMENTS

The Contractor shall:

1. Support the MTA's workplace drug/alcohol testing programs as described herein and will ensure compliance with all applicable regulation.
2. Ensure Contractor-affiliated testing facilities (and collectors at such facilities) are continually in compliance with regulation governing federally mandated testing.
3. Establish and maintain comprehensive Quality Control systems at each laboratory facility that will ensure compliance with applicable regulation concerning instrumentation and processing/performance standards, as well as the integrity of all urine, oral fluid, and blood testing performed. In the event of a violation or failure, the Contractor shall immediately inform the Program Manager.
4. Ensure qualified laboratory and professional personnel remain appropriately licensed/certified in accordance with all federal and New York State Department of Health requirements.
5. Provide the Program Manager with proof of all laboratory certifications and certification renewals upon renewal or direct request.
6. For federally mandated testing, ensure proper and timely reporting of statistical information to the Program Manager, consistent with applicable regulation.
7. Ensure the Program Manager and designated MTA users (as authorized by the Program Manager) have electronic access to Contractor software/systems for the purpose of viewing, printing, and downloading laboratory test results and completed testing paperwork, as well as scheduling job candidates/employees at Contractor-affiliated collection facilities.
8. Upon request from the Program Manager, the Contractor shall provide a raw data report in a .csv or .xls format across a time period specified by the Program Manager for all specimens received, tested, and reported to the MTA, inclusive of laboratory account, test result (e.g., negative, negative dilute, positive, positive dilute, invalid, etc.), testing category (e.g., pre-employment, random, post-accident, reasonable suspicion, etc.), and other data deemed necessary by the Program Manager.

#### Note:

**All other requirements, compliance, support, Inspection, etc. are as identified in the Scope of Work . (Attachment A)**



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Proposer team's experience:

- a. Identify by legal name and address, proposed function(s), and line(s) of business:
  - i) the firm(s) that is proposing; and ii) all other firms that are included in the proposal as joint ventures, subcontractors or other form of relationship with Proposer.
- b. Discuss in detail the experience of Proposer and each of the other proposed participants and laboratories, if any, as applicable
  - i) working as a team; ii) compliance with federally mandated testing; and iii) Licensed / Certified laboratory personnel, iv) quality control systems at each facility; etc.
- c. Discuss the team's experience with providing large complex organizations with critical incident management training and course development services. Include in your discussion, successes and any problems that arose and how problems were addressed and resolved or not resolved.

References:

Proposer references: Proposer must provide a list of at least three relevant client references by name and address of organization and the name, title, telephone number and email address of the specific contact person(s). For each client reference, indicate which of your proposed Laboratory technicians/personnel if any, provided the applicable services to the client. If available, the client references should include public agencies, transportation service providers (preferably rail), and firms within the New York City metropolitan area. If your list includes one or more MTA agencies, include at least two other client references that are not MTA agencies.

k. Subcontractors/Laboratories:

- A. Name, address and function of any subcontractors whose services you propose to use. This should include but not be limited to Certified M/W/BE , SDVOB or DBE that are specified in your proposed M/W/BE or SDVOB plan.
- B. Discuss the practices your firm follows for determining subcontractor costs that are billed to you or are billed to you and reimbursed by your client, such as your use of a competitive process, negotiations, special rates and arrangements your firm may have with a prospective subcontractor. The MTA reserves the right to recommend and approve such subcontractors.
- g. Narrative description, status and dollar value of all work performed currently or within the past seven years for the MTA, Metro-North Railroad, New York City Transit, Long Island Rail Road, Bridges & Tunnels, Staten Island Railway, Manhattan & Bronx Surface Operating Authority, MTA Construction & Design Company, MTA Bus Company and any other public authority or agency of the State of New York or any other state.



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- h. Address for each of the firm's offices and identification of which office: i) is the headquarters; and ii) will handle the MTA account(s).
- l. Confirm the following: i) Proposer's designated representative(s) have read and understand the MTA Vendor Code of Ethics (which is available on the MTA Internet site at [www.mta.info/mta/procurement/vendor-code.htm](http://www.mta.info/mta/procurement/vendor-code.htm)); ii) Proposer is and will continue to be in compliance with the MTA Vendor Code of Ethics and iii) If during the course of the selection process, information is brought to Proposer's attention or event arises that may change any of the above, Proposer will promptly bring the situation to the attention of the MTA Designated Point of Contact."
- m. MTA Cybersecurity Requirements – See RFP attachments: MTA Cybersecurity Terms and Conditions; and MTA Cybersecurity Requirements.
- n. Additional and value added Services: Identify and discuss any services available from your firm that may be of interest to MTA that are not included in MTA's Scope of Services.
- o. MTA's standard form of contract (Attachment C):
  - A. A Proposer must either indicate in its Technical Proposal that it will agree to the MTA's standard form of contract (Attachment C) in its entirety or state that it takes exception to the MTA's standard form of contract, by detailing those exceptions on Attachment J (Table of Contract Exceptions). Additional directions are included in Attachment J, and RFP Sections 12.3 (Attachment C – MTA Standard Form of Contract) and 10 (Attachment J – Table of Contract Exceptions) hereinbelow.
  - B. If a Proposer has additional documentation that it proposes to be made a part of its contract, Proposer must submit same in Word format as part of the Attachment J submission. For example, if a Proposer plans to provide the MTA with access to an online database as part of the proposed Services, the Proposer may require a license agreement between the Proposer and the MTA. Only documents that are applicable as between the Proposer and the MTA shall be considered; for the avoidance of doubt, the MTA shall not consider any third party agreements. Any additional documentation submitted outside of Attachment J shall not be accepted by the MTA, with no exceptions. By submitting a proposal to this RFP, Proposer acknowledges and agrees that any additional documentation with terms and conditions that it submits as part of Attachment J shall be subject to MTA review and negotiation between the Proposer and the MTA, at the MTA's sole discretion.
  - C. Proposer Diversity Practices as specified in response to the Diversity Practices Questionnaire (Attachment I). Briefly summarize your responses to the



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### Questionnaire.

15. MTA submission requirements and forms to be completed as detailed below. A Proposer must familiarize itself with the Attachments and Appendices provided with the RFP (as listed below), complete and sign, as applicable: Resumes of key personnel (see technical proposal submission requirement 4(a) above).
16. Completed MTA Forms shall be attached to the Technical Proposal responses documentation and submitted on or before 2/28/24, 4:00pm EST. Following please find a list of all documents comprising this RFP, some of which are forms requiring signature:

- Appendix A: Compensation Provisions
- Appendix B: Affirmative Action/EEO Provisions
- Appendix C: Insurance Guidelines for Contractors
- Appendix C1: Insurance Requirements
- Appendix D: Pending
- Appendix D1: Intent to Perform as a Subconsultant/subcontractor form
- Appendix E: Financial Disclosure
- Appendix K - EO 177 Compliance
- Appendix L - Sexual Harassment Compliance

- Attachment A - Scope Of Work – Consultant Work Statement
- Attachment B - Contractor Responsibility Form
- Attachment B1 – Staffing Plan
- Attachment C – MTA Standard Form of Contract
- Attachment D - Omnibus Procurement Act
- Attachment E - Prompt Payment Provisions
- Attachment F - Lobby Law, Form 1 Disclosure and Form 2 Affirmation & Certification
- Attachment G - Code of Ethics
- Attachment H - Iran Divestment Act Certif.
- Attachment K - Certification of Compliance with Executive Order 16
- Attachment L: MTA Cybersecurity Certification:
  - MTA Cybersecurity Requirements
  - MTA Cybersecurity Terms and Conditions
- Attachment M: EO 16 Russia Certification

## **12. COST PROPOSAL**

### **A. General Format for Cost Proposal**

The following material should be included in the Cost Proposal:

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1. Title page showing the RFP's subject, the Proposer's name, contact information and the date of the proposal.
2. All of the contents of this Section 13 (Cost Proposal)
3. The Cost Proposal should be its own, separate file in **Excel** format.  
**\*\*THE COST PROPOSAL MUST BE SUBMITTED SEPARATELY FROM THE TECHNICAL PROPOSAL\*\***

While cost will not be a factor in evaluating the Technical Proposal, cost is an evaluation factor and the MTA will enter into Contract with a Proposer only if the firm's Cost Proposal, as proposed or negotiated, is reasonable in MTA's sole judgment. In its evaluation of the reasonableness of proposed costs the MTA reserves the right to require a Proposer to disclose its itemized actual costs and to conduct a pre-audit of a Proposer's costs.

**The Cost Proposal**, shall be electronically submitted, along with the Technical Proposal, in a separate document file and shall address each of the below scenarios and consist of the following:

1. Item 1 Blood Specimen Testing for each agency :
  - A. Specify a unit price for each quantity of testing to be performed as listed:
2. Urine Testing
3. Oral Fluid Testing
4. Drug Reconfirmation Testing and
5. Optional Urine Drug Testing
6. Expert Witness Testimony & Litigation Package
  - a. Include variable expenses that are incurred as a result of a cancellation including cancellation fees & non-refundable fees.

4. Completed documents which are to be included with your Cost Proposal as follows:

- a. **Attachment 1A: Exhibit A – Cost Proposal**

1) **MTA FORMS, ATTACHMENTS, APPENDICES, EXHIBITS, AND APPLICABLE LAWS**

1) **ATTACHMENT A - STATEMENT OF WORK**

The SOW attached hereto as Attachment A shall be made a part of the Contract awarded as a result of this RFP in substantially the same form and format. The parties may negotiate increases,

but not decreases, in scope and only with the express consent of the MTA. No exceptions may be made to Exhibits 1-4 of the SOW. By submitting a proposal, each Proposer agrees that it shall comply with the New York State and MTA IT Security requirements and regulations for physical and electronic data security, as provided by the MTA in Exhibit 4.

## 2) ATTACHMENT B - CONTRACTOR RESPONSIBILITY DATA

All awarded contracts of \$250,000.00 or greater require the completed and signed All-Agency Responsibility Guidelines as part of the proposal submission.

## 3) ATTACHMENT C - MTA STANDARD FORM OF CONTRACT

The MTA intends to issue to the successful Proposer, a Contract for the Services with substantially the same terms and conditions as set forth in Attachment C (MTA Standard Form of Contract) and in accordance with all attachments, appendices, and exhibits referenced therein and in this RFP. Any terms, conditions or other provisions in a proposal or other submitted documents that are contrary or inconsistent with Attachment C will not be incorporated into or become a part of the Contract awarded pursuant to this RFP, will not be binding on the MTA and are considered void, unless both (i) submitted as part of Attachment J (Table of Contract Exceptions) and (ii) accepted by the MTA during negotiations. Nothing in this RFP shall be construed as guaranteeing that any Proposer exceptions submitted in Attachment J (Table of Contract Exceptions) shall be accepted by the MTA. The Contract awarded pursuant to this RFP shall govern any statement of work, purchase order or other contract document issued by the MTA in connection to this RFP, unless expressly modified in writing and agreed to by the parties as set forth in Attachment C.

The Proposer agrees that if it is awarded the Contract, all of the documents submitted to the MTA in connection with the RFP, including all terms and conditions, information, data, certifications, disclosures and this RFP, including all attachments, appendices and exhibits hereto, shall be incorporated into the Contract in the order of precedence detailed in ARTICLE XXXIV – ENTIRE AGREEMENT AND ORDER OF PRECEDENCE of the Contract.

### a) Schedule 1 – MTA CYBERSECURITY REQUIREMENTS

The Contract awarded from this RFP shall be subject to the MTA Cybersecurity Requirements, which shall be attached to, and made a part of, the Contract awarded from this RFP as Schedule 1. The documents comprising the MTA Cybersecurity Requirements include, collectively, the “MTA Cybersecurity Requirements”, the “MTA Cybersecurity Terms and Conditions”, and “MTA Cybersecurity Requirements Questionnaire”.

### b) Appendix A – COMPENSATION PROVISIONS

The compensation provisions include the terms and conditions related to pricing, invoicing,



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and payment for the Services. Specific pricing terms will be added after a contractor is awarded the Contract. Appendix A (Compensation Provisions) of the Contract is subject to pricing negotiations and shall be finalized prior to Contract execution, after an award has been made.

**c) Appendix B – AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY**

i) EEO/Non-Discrimination - In connection with this Contract, the Contractor will not discriminate against any employee or applicant for employment for work under this Contract, or any subcontract hereunder, because of race, creed, color, national origin, sex, age, disability or marital status, nor will it discriminate against any person who is qualified and available to perform the work to which the performance relates. The Contractor will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. This Contract is subject to the Affirmative Action/EEO Requirements set forth in Appendix B.

ii) Affirmative Action/EEO Submission Requirements - The successful Contractor will be required to submit an EEO Policy Statement and a copy of their current EEO-1 form, detailing the firm's workforce composition (see Appendix B) within seven (7) calendar days after it receives verbal notification. The MTA's Procurement Division may extend the deadline for submission of an EEO-1 Form or an EEO Policy Statement. Any requests for an extension must be submitted to the MTA's Procurement Division to the attention of the Contract Manager for the RFP.

**d) Appendix C – GUIDELINES FOR CONTRACTORS**

Proposers are required to review the Guidelines For Contractors, and complete and submit the Insurance Certificate prior to Contract award.

**e) Appendix D – DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION REQUIREMENTS**

It is the policy of the Metropolitan Transportation Authority ("MTA") that Disadvantaged Business Enterprises (DBEs), as defined in ARTICLE XXVI of the Contract, are provided the opportunity to participate in the performance of this Contract. Each Proposer shall take all necessary and reasonable steps to ensure that DBEs participate and perform work on this Contract. This Contract's DBE requirements are set forth in Appendix F - Federal Provisions.



The respective goal(s) specified for the utilization of Disadvantaged Business Enterprises (DBEs) enterprises for the Contract are as follows:

Goals: **To be Determined**

f) **Appendix E – FINANCIAL INTEREST DISCLOSURE**

Proposers are advised that, due to the sensitive nature of the work to be performed under the Contract, certain of the employees of the awarded contractor and/or subcontractors who will be performing tasks in such sensitive areas will be required to file financial interest reports.

4) **ATTACHMENT D - IMPLEMENTATION OF OMNIBUS PROCUREMENT ACT**

Proposers are advised that an awarded contract is subject to the provisions of the Omnibus Procurement Act of 1992, Chapter 844, Laws of 1992.

5) **ATTACHMENT E – PROMPT PAYMENT REGULATIONS**

All payments made by the MTA to the awarded Vendor shall be in accordance with Public Authorities Law Section 2880 (prompt payment), and the MTA’s implementing regulation 21 NYCRR Part 1002, which generally requires payment within 30 days of receipt of invoice. Attachment E provides information regarding the regulation.

6) **ATTACHMENT F AND CORRESPONDING FORM 1 AND FORM 2 - NEW YORK STATE LOBBYING LAW OF 2005**

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005 (collectively referred to as the “Lobbying Law”), was signed into law in August 2005. The Lobbying Law makes major changes to the Legislative Law and State Finance Law, which regulate lobbying on government procurement initiatives. In particular, the Lobbying Law creates two new sections in the State Finance Law: Section 139-j to address restrictions on “contacts” during the procurement process; and Section 139-k to address the disclosure of contacts and the responsibility of bidders and Proposers during procurements. These sections are effective as of January 1, 2006.

If it is found that an Offeror has knowingly and willfully violated State Finance Law Section 139-j (3), the Offeror and any of its subsidiaries, related or successor entity will be determined to be a non-responsible bidder and shall not be awarded the contract. A subsequent finding of non-responsibility by the Vendor or Contractor within four years of a prior determination of non-responsibility results in the vendor or contractor being ineligible to submit a proposal on or be awarded any procurement contract for four years



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from the date of the second finding of non-responsibility. See State Finance Law Section 139-j (10) (b).

Attachment F, Compliance with New York State Finance Law Sections 139-j and 139-k, is attached and made part of this RFP in compliance with the Lobbying Law. In complying with the Lobbying Law, Proposers are required to complete and submit with their proposal the two forms (Form 1 and Form 2) attached to Attachment F herewith. For additional information regarding the Lobbying Law, all Proposers are urged to contact the New York State Office of General Services at (518) 474-5607, or access their website: <http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>.

Please refer to Section 4 (Designated Points of Contact for this RFP) for the permitted Designated Points of Contact in compliance with the Lobbying Law.

#### 7) **ATTACHMENT G - METROPOLITAN TRANSPORTATION AUTHORITY VENDOR CODE OF ETHICS**

The MTA has adopted a Vendor Code of Ethics (the “Code”), which is applicable to all Vendors, as defined by the Code, involved in the procurement process for the award and performance of the Contract. The Code is available for immediate review by the Proposer on the MTA Website at [www.mta.info/mta/procurement/vendor-code.htm](http://www.mta.info/mta/procurement/vendor-code.htm), and all Proposers must certify compliance with the Code.

#### 8) **ATTACHMENT H – IRAN DIVESTMENT ACT**

This RFP and Contract awarded from this RFP is subject to New York State Finance Law 165-a, Iran Divestment Act of 2012, which requires the Office of General Services to post on its website (<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>) a list of persons who have been determined to engage in investment activities in Iran. The MTA may not enter into or award a Contract unless it obtains certification, Attachment H, from a Proposer that they are not on the list. Certification must be returned with proposal documents.

#### 9) **NEW YORK STATE COMPTROLLER REVIEW/APPROVAL**

In accordance with Public Authorities Law §2879-a, the Contract resulting from this RFP may be subject to review and/or approval by the Office of the State Comptroller (OSC), and shall not be valid, effective or binding until it has been approved by the OSC, if such review and/or approval is required.

#### 10) **APPENDIX K – EXECUTIVE ORDER 177 CERTIFICATION**



The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

Proposers are hereby notified that this RFP is subject to Executive Order 177, which prohibits New York State agencies, including the MTA, from entering into contracts with entities that support discrimination. This certification must be submitted with each Proposer's proposal, prior to Contract award, no exceptions.

#### **11) APPENDIX L – SEXUAL HARASSMENT PREVENTION COMPLIANCE**

This RFP is subject to New York State Finance Law Section 139-L, which requires vendors proposing on competitive solicitations for work or services performed or to be performed, or goods sold or to be sold, to certify implementation of a written sexual harassment prevention policy and corresponding annual training.

#### **12) SPECIAL NOTICE TO PROPOSERS: VENDOR DEBARMENT FOR MTA CONTRACTS**

In accordance with Public Authorities Law §1279-h, the Contractor awarded the Contract resulting from this solicitation will be debarred and will not be permitted to bid on future MTA contracts for a period of five years if, pursuant to regulation established by the MTA for the debarment of contractors, a final determination is made by the MTA that such contractor failed to substantially complete all work within the time frame set forth in such contract, including any subsequently executed change order, by more than ten percent of the contract term, or that the contractor's claimed costs exceeds ten percent or more of the total contract cost, including costs associated with any subsequently executed change orders, and where such claimed costs are deemed to be invalid pursuant to the contractual dispute resolution process.

#### **13. ADDITIONAL TERMS AND CONDITIONS; RESERVATION OF RIGHTS**

- 1) The MTA reserves the right to (i) negotiate with one or more Proposers (such negotiations may be concurrent or sequential as the MTA determines), including only the overall best proposal or alternate submitted or proposals that fall within a competitive range, as determined by the MTA; (ii) require revisions to, corrections of, or other changes to any proposal submitted as a condition to it being given any further consideration; (iii) reject, without entertaining revisions or conducting negotiations, a proposal with major substantive deficiencies; (iv) accept any proposal or alternate as submitted without oral presentations or negotiations; (v) select for negotiations only the overall best proposal or alternate submitted, as determined by the MTA; (vi) accept improvements to, enhancements of, or other revisions to any Proposal or alternate at any time if it deems





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such to be in its best interest; (vii) eliminate a Proposer from further consideration or evaluation if the MTA determines that a Proposer, including any proposed subcontractors, is not found acceptable; (viii) to reject any or all proposals as it may determine in its sole and absolute discretion; (ix) solicit “Best and Final Offers”; and (x) after receipt of “Best and Final” offers if it is in the interest of the MTA to do so, to thereafter reopen negotiations.

- 2) The MTA reserves the right to cancel the award of a contract at any time including before its execution, if MTA deems such cancellation to be in its best interest. In no event will MTA have any liability whatsoever for cancellation of an award prior to execution of a contract. All Proposers assume sole risk and responsibility for their expenses prior to execution of the Contract between the MTA and the successful Proposer. The successful Proposer shall not commence work until receipt of a written notice to proceed issued by the MTA.
- 3) The MTA assumes no liability for any costs that the Proposer incurs as a result of responding to this RFP and contract negotiations, if any, related to this RFP. The awarded Proposer shall not bill the MTA for any expense that was incurred prior to the time that the MTA and the Proposer signs the contract awarded from this RFP.
- 4) No Proposer shall have any rights against the MTA arising at any stage of the solicitation (i) based upon any negotiations that take place, or (ii) because the MTA does not select a Proposer for negotiations, or (iii) if the MTA, for any reason, determines not to make an award of the Contract.
- 5) A proposal shall be irrevocable for a period of no less than 120 days from the proposal due date set by the MTA in Section 3.c (Proposal Submission Deadline) hereinabove.

#### **14. MULTI-AGENCY USE**

Any agency of the Metropolitan Transportation Authority can utilize the same pricing, terms and conditions as set forth in this agreement.

Sincerely,

Ramzi Bashjawish

Professional Services Category Manager  
(646) 376 – 0024 (Office)  
(917) 658 – 2394 (Cell)