

STAFF REPORT

DATE: April 11, 2022
TO: Sacramento Regional Transit Board of Directors
FROM: Shelly Valenton, VP, Integrated Services and Strategic Initiatives/
Chief of Staff
SUBJ: APPROVING THE FIRST AMENDMENT TO THE CONTRACT
FOR BREATH ALCOHOL TESTING AND URINE SPECIMEN
COLLECTION SERVICES

RECOMMENDATION

Adopt the Attached Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the attached Resolution will amend the contract with Barry W. Leeder, Inc., dba Collection Plus, for breath alcohol testing and urine specimen collection services to increase the total consideration so that SacRT can continue to obtain services necessary to remain compliant with the FTA drug and alcohol testing requirements.

FISCAL IMPACT

This Contract amendment will increase the current not to exceed amount by \$70,000 from \$141,305 to \$211,305. There is sufficient budget in FY22 to cover the additional costs and the amount for FY23 will be incorporated into the operating budget. The additional funds will be broken down as follows:

FY22 - \$15,000
FY23 - \$55,000

DISCUSSION

On August 7, 2019, SacRT released a Request For Quote (RFQ) for breath alcohol testing and urine specimen collection services. On October 18, 2019, SacRT entered into a contract with Collection Plus for such services, with a not to exceed amount of \$141,305. This contract will expire on October 17, 2022.

Section 1.505 of the SacRT Procurement Ordinance states: "If a Contract was initially awarded using an informal solicitation and the aggregate total of the initial contract, prior amendments, and the proposed new amendment would exceed the threshold for formal solicitation, then, prior to approving the amendment, the Board must determine that: (1) there was no improper procurement splitting; and (2) either the requirements for a new formal solicitation have been met or the criteria for a non-competitive solicitation are met

as set forth in Section 1.405.” There was no improper procurement splitting for this contract. The original independent cost estimate for this contract was based on historical cost information. The First Amendment meets the criteria for a non-competitive solicitation (i.e., the additional services are within the general scope of the contract). Pursuant to the federal third-party contracting circular, an amendment that is within the general scope of a contract does not require a new solicitation.

SacRT has seen a significant rise in costs due to an increase in the federal requirement for random drug testing percentages (from 25% to 50% per a year) and increased pre-employment testing as a result of increased hiring efforts. Staff would like to amend the current contract to increase the total consideration to \$211,305. It is mandatory that SacRT maintain a compliant Drug and Alcohol Program in accordance with DOT FTA Regulations, and therefore, cannot allow for a lapse in services.

Given the new higher level of testing services required, a formal Request for Proposals will be prepared to solicit for the successor contract to be in place by the expiration of the existing contract in October.

RESOLUTION NO. 2022-04-035

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

April 11, 2022

APPROVING THE FIRST AMENDMENT TO THE CONTRACT FOR BREATH ALCOHOL TESTING AND URINE SPECIMEN COLLECTION SERVICES

WHEREAS, SacRT desires to amend its Contract with Barry W. Leeder, Inc., dba Collection Plus to increase the total consideration because the total consideration will soon be exceeded and SacRT has a continuing need for the Contractor's services to meet FTA legal requirements for drug and alcohol testing; and

WHEREAS, pursuant to Section 1.505 of SacRT's Procurement Ordinance, SacRT may only amend its contract with Collection Plus if SacRT's Board finds that (1) there was no improper procurement splitting involved and (2) either the requirements for the new formal solicitation have been met or the criteria for non-competitive solicitation are met as set forth in Section 1.405 of SacRT's Procurement Ordinance; and

WHEREAS, at the time SacRT entered into the Principal Agreement, the terms and conditions of the agreement accurately reflected SacRT's anticipated needs and associated fees for the anticipated level of service that SacRT required over the term of the agreement and therefore, an informal solicitation was appropriate and consistent with SacRT's Procurement Ordinance; and

WHEREAS, subsequent to SacRT entering into the agreement with Collection Plus, SacRT had an unforeseen need to increase services due to a change in the percentage of employees tested and an increase in the number of employees test, increasing the level of service SacRT required beyond the level of service SacRT had anticipated at the time of soliciting quotes; and

WHEREAS, while the level of service SacRT anticipated increased, the scope of work performed by Collection Plus is within the general scope of work set forth in the Principal Agreement and is being performed at the contracted rates.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the Board finds and determines that SacRT did not engage in improper procurement splitting when it retained Collection Plus as its drug and alcohol testing service provider through an informal solicitation, because the level of service for which

services were solicited accurately reflected SacRT's anticipated needs at the time the solicitation was performed; and

THAT, the First Amendment to the Contract between Sacramento Regional Transit District, therein referred to as "SacRT" and Barry W. Leeder, Inc., dba Collection Plus, therein referred to as "Collection Plus," wherein the total consideration is increased by \$70,000, from \$141,305 to \$211,305, is hereby approved.

THAT, the Chair and General Manager/CEO are hereby authorized and directed to execute this First Amendment.

STEVE MILLER, Chair

A T T E S T:

HENRY LI, Secretary

By: _____
Tabetha Smith, Assistant Secretary