

35 (LH) SB

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL (RFP) REQUIRED RESPONSE FORM

03C-008B

DATE: February 6, 2003

TITLE: RFP FOR APPLICANT AND EMPLOYEE HEALTH SCREENING SERVICES

This proposal must be submitted to the School District of Palm Beach County, Purchasing Department, 3326 Forest Hill Boulevard, Suite A-323, West Palm Beach, Florida 33406-5813, no later than 2:00 PM on March 3, 2003, and plainly marked RFP-03C-008B. Proposals are due and will be opened at this time.

Anti-Collusion Statement / Public Domain

I, the undersigned proposer have not divulged, discussed, or compared this proposal with any other proposer and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

Proposal Certification

I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this **REQUIRED RESPONSE FORM**, I further certify full, complete and unconditional acceptance of the contents of Pages 1 through _____ inclusive of this Request for Proposal, and all appendices and the contents of any Addendum released hereto. Proposal must be signed by an officer or employee having authority to legally bind the proposer.

PROPOSER (firm name): _____

STREET ADDRESS: _____

CITY & STATE: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

TELEPHONE: _____ FAX: _____ TOLL FREE: _____

E-MAIL ADDRESS: _____ INTERNET URL: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

NOTE: Entries must be completed in ink or typewritten. **An original manual signature is required.**

SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA
REQUEST FOR PROPOSAL FOR
APPLICANT AND EMPLOYEE HEALTH SCREENING SERVICES

INDEX

- 1.0 INTRODUCTION
- 2.0 INSTRUCTIONS TO PROPOSER
- 3.0 TIME SCHEDULE
- 4.0 AWARD:
- 5.0 TERM OF CONTRACT
- 6.0 FUNDING OUT, TERMINATION, CANCELLATION
- 7.0 RFP INQUIRIES
- 8.0 BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT
- 9.0 LOBBYING
- 10.0 EVALUATION COMMITTEE MEETINGS
- 11.0 PREPARATION AND SUBMISSION
- 12.0 PROVIDER QUALIFICATIONS AND OFFICE REQUIREMENTS
- 13.0 TECHNICAL REQUIREMENTS
- 14.0 LABORATORY SPECIFICATIONS
- 15.0 PROPOSAL EVALUATION PROCESS:
- 16.0 EVALUATION CRITERIA
- 17.0 CANCELLATION OF AWARD/TERMINATION
- 18.0 DEFAULT
- 19.0 DEBARMENT
- 20.0 LEGAL REQUIREMENTS
- 21.0 FEDERAL AND STATE TAX
- 22.0 CONFLICT OF INTEREST
- 23.0 INSURANCE REQUIREMENTS
- 24.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT
- 25.0 PUBLIC RECORDS LAW
- 26.0 PERMITS AND LICENSES
- 27.0 INTELLECTUAL PROPERTY RIGHTS
- 28.0 COST INCURRED IN RESPONDING
- 29.0 SUB-CONTRACTS
- 30.0 INDULGENCE
- 31.0 JOINT PROPOSAL
- 32.0 SUB-CONTRACTING/MINORITY BUSINESS PARTICIPATION
- 33.0 PUBLIC ENTITY CRIMES
- 34.0 USE OF OTHER CONTRACTS
- 35.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT
- 36.0 REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY
- 37.0 AGREEMENT
- 38.0 POSTING OF RFP CONDITIONS / SPECIFICATIONS
- 39.0 POSTING OF RFP RECOMMENDATION / TABULATIONS

ATTACHMENTS

- A. Cost of Services
- B. M/WBE Subcontractor Participation Letter of Intent
- C. M/WBE Subcontractor Participation Summary
- D. Drug-Free Workplace Certification
- E. Statement of No Bid
- F. Sample Contract
- G. Beneficial Interest and Disclosure of Ownership Affidavit
- H. Physical Examination for School Bus Driver and Medical Regulatory Criteria for Evaluation
- I. FDLE's – Physician's Assessment
- J. Respirator Medical Evaluation Questionnaire

SCHOOL DISTRICT OF PALM BEACH COUNTY

REQUEST FOR PROPOSAL FOR

APPLICANT AND EMPLOYEE HEALTH SCREENING SERVICES

1.0 INTRODUCTION

- 1.1 This is a Request for Proposal (RFP) for a qualified provider for **APPLICANT AND EMPLOYEE HEALTH SCREENING SERVICES** for the School District of Palm Beach County, Florida (the District). The requested services must include, but are not limited to, the following:

Pre-placement physical examinations (drivers required to operate District vehicles with a Commercial Driver's License (CDL), School Police, & environmental)
Annual physical examinations (drivers required to operate District vehicles with a Commercial Driver's License (CDL), and environmental)
Drug screenings & Tuberculin test
Fitness for duty evaluations
Hepatitis B vaccinations

- 1.2 All terms and conditions of this RFP, any addenda, proposer's submissions and negotiated terms, are incorporated into the contract by reference as set forth herein.
- 1.3 Document files may be examined, during normal working hours, ten days after proposals have been opened.

2.0 INSTRUCTIONS TO PROPOSER

- 2.1 All proposals must be received no later than 2:00 PM, on **March 3, 2003**. If a proposal is transmitted by US Mail or other delivery medium, the proposer(s) will be responsible for its timely delivery to the Department of Purchasing, Suite A-323, 3326 Forest Hill Boulevard, West Palm Beach, Florida 33406-5813.
- 2.2 Any proposal received after the stated time and date, will not be considered and will be returned unopened to the proposer(s).
- 2.3 One manually signed original and **SIX (6)** photocopies of the proposal must be sealed in a package(s) and clearly labeled "**REQUEST FOR PROPOSAL FOR APPLICANT AND EMPLOYEE HEALTH SCREENING SERVICES**". The legal name, address, proposer's contact person, and telephone number must also be clearly annotated on the outside of the package(s).
- 2.4 All proposals must be signed by an officer or employee having authority to legally bind the proposer(s).
- 2.5 Any corrections of unit prices must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.
- 2.6 Proposer should become familiar with any local conditions that may, in any manner, affect the services required. The proposer(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.

REQUEST FOR PROPOSAL NO. 03C-008B

- 2.7 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District.
- 2.8 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the District with the services specified in the proposal.
- 2.9 **DELIVERY OF RFPs:** When hand delivering your RFP, proposers must follow the School District's security access procedures. The procedures are as follows:
 - A. Park in visitors' parking area.
 - B. Enter building through the front door.
 - C. Present RFP to Purchasing Department receptionist for official date/time stamping.

PROPOSERS SHOULD ALLOW AT LEAST 30 MINUTES TO FOLLOW THE ABOVE PROCEDURES AND SUBMIT THEIR RFP TO THE PURCHASING DEPARTMENT RECEPTIONIST NO LATER THAN THE DATE AND TIME DESIGNATED IN THE RFP.

3.0 TIME SCHEDULE

- 3.1 The District will attempt to use the following time schedule that will result in selection of a proposer(s).

February 17, 2003	All written questions and inquiries are due.
March 3, 2003	Proposals due no later than 2:00 PM.
March 7, 2003	* Evaluation Committee Meeting
March 14, 2003	Posting of Recommendation.
April 16, 2003	Recommend proposer(s) to the School Board for approval.

* This is an open, public meeting.

- 3.2 Notification of any changes to the time schedule will be made to proposers by US certified mail or fax.
- 3.3 Response to inquiries regarding the status of a proposal must not be made prior to the posting of award recommendation.

4.0 AWARD:

- 4.1 The District reserves the right to accept or reject any or all proposals.
- 4.2 The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a re-submittal or other information to evaluate any or all proposals.
- 4.3 The District will award by geographical area. The areas covered by this proposal are those designated as North, South and West. Providers may bid on one, two or three geographical areas and must have a fully operating office in each of the areas covered by this proposal, at the time of submittal of proposal. By definition, these areas are:

North - All coastal points north of Southern Boulevard to the Martin County Line.
South - All coastal points south of Southern Boulevard to the Broward County Line.
West - All points west of SR 7 to the western geographical limits of Palm Beach County.

REQUEST FOR PROPOSAL NO. 03C-008B

- 4.4 The District reserves the right, before awarding the contract, to require provider to submit evidence of qualifications or any other information the District may deem necessary.
- 4.5 The District reserves the right, prior to award, to cancel the RFP or portions thereof, without penalty.
- 4.6 The District reserves the right to use the next highest rated provider in the event the original awardee of this proposal cannot fulfill the contract. The next highest rated provider's proposal must remain the same as originally proposed and must remain firm for the duration of the contract. The original awardee of the proposal will be responsible for reimbursing the School District for any and all additional expense and fees caused from the awardee not fulfilling its contract.

5.0 TERM OF CONTRACT

- 5.1 The term of this contract shall be from April 22, 2003 through April 21, 2005, and may, by mutual agreement between the School Board and the awardee, be renewable for two additional one-year periods. The Board, through the Purchasing Department, will, if considering renewing, request a letter of intent to renew from the awardee prior to the end of the current contract period. If needed, the contract will be extended 90 days beyond the contract expiration date. The awardee will be notified when the Board has acted upon the recommendation. All prices shall be firm for the term of this contract. The awardee agrees to this condition by signing their proposal.

6.0 FUNDING OUT, TERMINATION, CANCELLATION

- 6.1 Florida School Laws prohibit School Board from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.
- 6.2 It is necessary that fiscal funding out provisions be included in all RFPs in which the terms are for periods of longer than one year.
- 6.3 Therefore, the following funding out provisions are an integral part of this RFP and must be agreed to by all proposers:

The School Board may, during the contract period, terminate or discontinue the services covered in this RFP only at the end of the School Board's then current fiscal year upon 90 days prior written notice to the successful bidder.

Such prior written notice will state:

- a. That the lack of appropriated funds is the reason for termination, and
- b. Agreement not to replace the services being terminated with services with similar to covered in this RFP from another vendor in the succeeding funding period.

“This written notification will thereafter release the School Board of all further obligations in any way related to such equipment covered herein”.

- 6.4 This completed statement must be included as part of any contract submitted by the successful proposer. No contract will be considered that does not include this provision for “funding out”.

7.0 REP INQUIRIES

7.1 Any questions concerning conditions and specifications must be submitted in writing and received no later than 5:00 p.m. EST, February 17, 2003. Questions received in writing by the time and date specified will be answered in writing. Karen Brazier is authorized only to direct the attention of prospective proposers to various portions of the RFP so that they may read and interpret such for themselves. Neither Ms. Brazier nor any employee of the District is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in the written documents.

Send all inquiries to attention:

Karen Brazier, Purchasing Agent
Purchasing Department
School District of Palm Beach County
3326 Forest Hill Boulevard
West Palm Beach, FL 33406
(561) 434-8803 FAX (561) 434-8185
brazierk@palmbeach.k12.fl.us

7.2 If necessary, an addendum will be mailed or delivered to all who are known by the Purchasing Department to have received a complete set of proposal documents.

7.3 Copies of addendum will be made available for inspection at the District's Purchasing Department where proposal documents will be kept on file.

7.4 No addendum will be issued later than three calendar days prior to the date for receipt of proposals except an addendum withdrawing the request for proposals or one which includes postponement of the date for receipt of proposals.

7.5 No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the District.

8.0 BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT

8.1 The School District is requesting this affidavit to include a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity. The affidavit must be returned to the Purchasing Department with the RFP or within three days of request. See ATTACHMENT E.

9.0 LOBBYING

9.1 PROPOSERS ARE HEREBY ADVISED THAT LOBBYING IS NOT PERMITTED WITH ANY DISTRICT PERSONNEL OR BOARD MEMBERS RELATED TO OR INVOLVED WITH THIS RFP UNTIL THE ADMINISTRATION'S RECOMMENDATION FOR AWARD HAS BEEN POSTED IN THE PURCHASING DEPARTMENT. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.

REQUEST FOR PROPOSAL NO. 03C-008B

9.2 LOBBYING IS DEFINED AS ANY ACTION TAKEN BY AN INDIVIDUAL, FIRM, ASSOCIATION, JOINT VENTURE, PARTNERSHIP, SYNDICATE, CORPORATION, AND ALL OTHER GROUPS WHO SEEK TO INFLUENCE THE GOVERNMENTAL DECISION OF A BOARD MEMBER OR DISTRICT PERSONNEL AFTER ADVERTISEMENT AND PRIOR TO THE POSTED RECOMMENDATION ON THE AWARD OF THIS CONTRACT.

9.3 ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES. FAILURE TO POST BOND WITH THE SCHOOL BOARD OR TO ADHERE STRICTLY TO THE REQUIREMENTS OF STATUTES AND STATE BOARD RULES PERTAINING TO PROTESTS WILL RESULT IN SUMMARY DISMISSAL BY THE PURCHASING DEPARTMENT. ADDITIONALLY, ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY ADDRESS THE SCHOOL BOARD AT A REGULARLY SCHEDULED BOARD MEETING.

9.4 ANY PROPOSER OR ANY INDIVIDUALS THAT LOBBY ON BEHALF OF PROPOSER DURING THE TIME SPECIFIED WILL RESULT IN REJECTION / DISQUALIFICATION OF SAID PROPOSAL.

10.0 EVALUATION COMMITTEE MEETINGS

10.1 As stated in Section 3.1 and Section 15.2 a committee will be convened to review and evaluate responsive proposals, for the purposes of making a decision as to an intended award. Per F.S. 119, this is an open public meeting. Notification will also be posted for review by interested parties at the Fulton Holland Educational Service Center, Main Lobby Area, 3300 Forest Hill Boulevard, West Palm Beach, FL 33406.

11.0 PREPARATION AND SUBMISSION

11.1 In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Include all information in your proposal. **It is required that SIX (6) copies of the proposal be submitted with the original proposal.**

11.2 **Title Page:** Show the RFP number, subject, the proposer's name, address, telephone number and the date.

11.3 **Table of Contents:** Include a clear identification of the material by section and by page number.

11.4 **Letter of Transmittal:** Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers.

11.5 **Request for Proposal** Required Response Form (page 1 of RFP) with all required information completed and all signatures as specified.

11.6 Profile and Qualifications

11.6.1 **Qualifications of Firm** - State the experience your firm has had in the last three years providing Health Screening Services similar to those required by the District for any governmental agency or large corporation. Provide the company name, contact person, and phone number of at least two such past or current clients as references.

11.6.2 Qualifications of Staff

- a. List the names of all staff members, including MRO and physician(s), who will be assigned to this contract, include their resumes, license, and expand on their experience in the area they will be serving.
- b. Provide proof of your company's insurance as required in this RFP or submit a letter of your intention to have the required insurance within ten days of notification by the District.

11.7 Cost of Services: State the fees for each item on Attachment A, Cost of Services.

11.8 Minority/Women Business Participation: Proposers that are District or State certified minority, women, or disadvantaged business enterprises, at the time of submittal, will be awarded a maximum of ten points. Proposers that do not meet the above requirement may sub-contract minority business participation in accordance with Section 32.0 and receive participation points.

Items to be considered for assigning points for minority/women participation shall include but not be limited to:

- A. Statement of minority involvement in the RFP proposal process.
- B. Firm meeting Palm Beach County School Board RFP qualifications and specifications.
- C. Signed agreement attached to RFP proposal for M/WBE firm.
- D. Details of levels of professional services/staffing of M/WBE firm involved throughout the engagement.
- E. Extent of primary firm's commitment to minority/women on a local level.

12.0 PROVIDER QUALIFICATIONS AND OFFICE REQUIREMENTS

12.1 The provider who will perform the services required in this document must be qualified and **submit documentation of the following with the RFP:**

1. Provider must be, or have on staff, a qualified medical doctor who is certified and licensed by the State of Florida to practice in Palm Beach County. Provider must submit credentials and have academic and clinical experience with documented references.
2. Provider must have on staff a certified Medical Review Officer (MRO) who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate drug test results.
3. Provider must submit resumes of all health care professionals (physician, RN, etc.) specified to work with the School District account; their functions/responsibilities; and current certifications with this proposal. This same information must be provided to the School District Purchasing Agent when staff is replaced or added.
4. Provider must ensure that a qualified physician(s) will be available during the hours of operation (specified below in Item 5) to conduct medical examinations. **In the event the physician is called away on an emergency or takes leave, a substitute physician, comparably qualified and certified, must be on duty to perform medical services.** This physician's resume must be on file in the Purchasing Department. Provider will furnish to the Risk Management Office and the Purchasing Department the name(s) of the substitute physician(s) as well as the approximate length of absence.

REQUEST FOR PROPOSAL NO. 03C-008B

5. The provider(s) shall maintain office hours as necessary, Monday through Friday, to schedule appointments and provide services in the time required herein. These hours must include uninterrupted live phone coverage to schedule appointments. During peak hiring periods (July, August, September and January), the office may be requested to remain open additional hours for appointments in the evenings and/or on Saturdays. **State in your proposal your ability to schedule appointments and provide services as required.**
6. Appointments must be scheduled within two working days of the request. This excludes Saturday and Sunday except when the District has requested that services be provided on Saturdays because of the high volume of applicants. Provider must ensure that at no time will an applicant have to wait more than two working days for an appointment, even during peak hiring times.
7. Applicants/employees must wait no more than 30 minutes for the scheduled appointment, unless an emergency condition exists. In addition, provider must ensure that adequate parking near the facility is available.
8. In addition to scheduled appointments, walk-in services should be available for new employees requiring tuberculin testing and drug screening only. Walk-ins for these services should be seen as soon as practical. **State your ability to comply with this requirement.** Higher scores may be given to proposers who can accommodate walk-ins.
9. Provider must ensure that staff members can effectively communicate with applicants/employees, including those having limited English-speaking ability.
10. Provider must be an equal opportunity employer and comply with the Federal Americans with Disabilities Act (ADA) as it pertains to office/location accessibility issues and arrangement to have interpreters for hearing impaired School District applicants/employees.
11. Provider's facility must meet Chain of Custody protocols. Sites will be visited and inspected prior to award of contract and on a random basis by School District staff to verify compliance.
12. Provider must have established internal controls to handle complaints regarding staff, practices, and facilities associated with dissatisfaction, treatment, or denial of services.
13. Provider must have established safeguards to ensure client confidentiality and procedures for authorizing record releases.

13.0 TECHNICAL REQUIREMENTS

1. Provider will perform medical fitness for duty evaluations on employees who are referred when there are questions regarding their physical ability to perform the essential functions of their position. The School District will request a physical examination to include review of the employee's private medical records. The provider will submit a final report with a determination of whether or not the employee can perform the essential functions of the position in a safe manner. Any required tests over \$100.00 will be referred to the employee's own medical insurance.
2. When conducting bus driver, school police and environmental physical examinations, physician will maintain a copy of all records forwarded to the School District, including those medical records provided by the applicant/employee. At the end of this contract, those records will be turned over to the School District.

REQUEST FOR PROPOSAL NO. 03C-008B

3. Separate invoices must be submitted for Items 1 through 6 and Item 7. For items 2, 3, 4 and 5, completed medical files, with accompanying invoices, must be submitted bimonthly to the School District's Risk Management Office. Invoices must include patient's name, social security number, date of office visit, type of services provided and the charges.
4. Invoices and medical files must be submitted to the District no later than 60 days after services are provided in order for the charges to be considered valid and payable. Provider must ensure that the files are complete and accurate when delivered to the District. Failure to do so will result in the entire invoice being returned for completion/correction. The expenses for pick-up and delivery of records shall be borne by the Provider.
5. Provider must be thoroughly familiar with School Bus Driver Physical Standards: Medical Regulatory Criteria for Physical Examinations before performing the required medical examinations certifying the driver has no physical, mental, or organic defects of such a nature as to affect the driver's ability to safely operate a commercial vehicle.

See Attachment G

6. Provider must be thoroughly familiar with the Physical Examination Form as mandated by the Florida Department of Law Enforcement (FDLE) before performing the required physical examination. In addition, the provider shall conduct an **eight-panel** drug screen (includes amphetamines, barbiturates, cannabinoids, opiates, cocaine, phencyclidine, benzodiazepines, and methaqualone).

See Attachment H

7. Provider must be thoroughly familiar with the specific requirements for medical evaluations for respirator use, inclusive of a medical and work history; a complete physical examination with emphasis on the respiratory system, the cardiovascular system, and digestive tract; completion of the respiratory disease standardized questionnaires; a chest roentgenogram; pulmonary function tests; and any other tests deemed appropriate or necessary by the examining physician. In addition, the examining physician must provide a **written signed opinion** containing specific results, findings, or diagnoses related to occupational exposure to asbestos or to other hazardous substances or health hazards.

See Attachment I

14.0 LABORATORY SPECIFICATIONS

- 14.1 Provider must contract with a laboratory for drug screening. Laboratory must be currently certified by the Substance Abuse and Mental Health Services Administration (SAMHSA, formerly NIDA) and the Agency of Health Care Administration (AHCA) of the State of Florida.
 1. Laboratory must be Florida State licensed and approved for a period of not less than one year prior to the date of RFP opening and actively engaged in normally providing the laboratory testing services specified herein. **Submit documentation with your proposal.**
 2. Proof of all current licenses and permits granted by governmental agencies (ID numbers and expiration dates) are to be held by the provider. This must also include evidence of licensing in compliance with the interstate Clinical Laboratory Improvement Act of 1967.

REQUEST FOR PROPOSAL NO. 03C-008B

3. Laboratory must be certified as well as licensed by the appropriate state/federal agency. Laboratory must be in compliance with terms and conditions Mandatory Guidelines for Federal Workplace Drug Testing Programs. The laboratory must also be licensed and approved by the Agency for Health Care Administration in accordance with Florida Statute 112.0455 (The Drug Free Workplace Act Worker's Compensation Rules) and by the Substance Abuse and Mental Health Services Administration.
4. Laboratory must be accessible Monday through Friday from 8:00 a.m. - 5:00 p.m.
5. Laboratory must provide pick-up from designated collection site(s) in Palm Beach County and must transport specimens according to specified chain of custody protocol.
6. Positive results for drug tests must be reported to a Medical Review Officer within 24 hours upon receipt of the specimen for initial positive tests and within 48 hours for reporting GC/MS results.
7. Laboratory staff members, including a qualified forensic toxicologist, must hold appropriate professional licenses and certifications and be qualified to testify in administrative /disciplinary proceedings.
8. A litigation support package must be submitted to the provider for defense of chain of custody integrity and laboratory procedures for drug abuse. Supporting documentation regarding the integrity of the chain of custody and the toxicologist's verification of results for all GC/MS positive results must be received by the provider within five working days of a positive result being obtained/reported.
9. The laboratory must have a quality assurance and control program in accordance with the Florida Drug-Free Work Place Act.
10. If disputes over laboratory findings occur, laboratory must provide pathological/toxicological/technical consultative services to the provider no later than 24 hours after request.
11. STAT lab services must be provided upon request.
12. Retests due to laboratory error (i.e., defective equipment, incorrect analysis, misinterpretation, etc.) must be performed at no charge to the School District.
13. Laboratory must have in place equipment required to meet US DOT and AHCA Regulations and must conduct testing and storage of specimens (primary and split specimens) according to AHCA Regulations.
14. Quality control records, maintenance, calibration records, procedure manuals, licenses, log (work) sheets, etc., must be made available to the provider for review upon request.
15. Laboratory must provide information to the provider regarding a "back-up" laboratory should mechanical/technical difficulties arise. This lab must meet all of the same bid/li-censure/certification requirements and provide results within the same time frame.

15.0 PROPOSAL EVALUATION PROCESS:

- 15.1 RFPs are received and publicly opened. Only names of respondents are read at this time.

REQUEST FOR PROPOSAL NO. 03C-008B

- 15.2 An Evaluation Committee, consisting of District personnel, will convene, review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only.
- 15.3 The Evaluation Committee will assign points in the evaluation and recommendation process in accordance with the evaluation criteria listed in Evaluation Criteria, Section 16.0.
- 15.4 The Evaluation Committee reserves the right to interview any or all proposers and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written proposal received.
- 15.5 Representatives from the Evaluation Committee will do a site inspection for all offices being considered for award recommendation to ensure full compliance with RFP specifications.
- 15.6 The Evaluation Committee reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer. If the Evaluation Committee cannot reach a mutually beneficial agreement with the first selected proposer, the Committee reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until agreement is reached.
- 15.7 The Purchasing Department will prepare and submit an agenda item to the Superintendent of Schools, Palm Beach County, Florida.
- 15.8 The Superintendent will recommend to the School Board, the award or rejection of any and/or all proposal(s).
- 15.9 The School Board will award or reject any or all proposal(s).

16.0 EVALUATION CRITERIA

The Evaluation Committee shall score all proposals received, which meet the submittal requirements.

The following factors will be considered in scoring the proposals received:

	<u>MAXIMUM POINTS</u>
A. <u>Provider Qualifications and Office Requirements</u>	40
B. <u>Technical Requirements and Laboratory Compliance</u>	20
C. <u>Cost of Services</u>	30
D. <u>Minority/Women Business Participation</u>	10
Total	<hr/> 100

17.0 CANCELLATION OF AWARD/TERMINATION

- 17.1 In the event any of the provisions of this proposal are violated by the proposer(s), the Superintendent or designee will give written notice to the proposer(s) stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the District for immediate cancellation. Upon cancellation hereunder, the District may pursue any and all legal remedies as provided herein and by law.
- 17.2 The District, reserves the right to terminate any contract, or any portion of any contract, resulting from this RFP, at any time and for any reason, upon giving 30 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. The District will only be required to pay to the proposer(s) that amount of the contract actually performed to the date of termination.
- 17.3 The awardee(s) will have the option to terminate the contract upon written notice to the Director of Purchasing. Such notice must be received at least 90 days prior to the effective date of termination.
- 17.4 Cancellation of contract by awardee may result in removal from bidders/proposer list for a period of three years.

18.0 DEFAULT

- 18.1 In the event that the awarded proposer(s) should breach this contract the District reserves the right to seek remedies in law and/or in equity.

19.0 DEBARMENT

- 19.1 The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

20.0 LEGAL REQUIREMENTS

- 20.1 It shall be the responsibility of the contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations and School Board Policy that in any manner affect the items covered herein which may apply. Specifically, proposer(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter 435, Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the vendor's contract at the sole discretion of the School District. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.
- 20.2 Proposer(s) doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, religion, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

21.0 FEDERAL AND STATE TAX

21.1 The District is exempt from federal and state taxes for tangible personal property. The Purchasing Department Coordinator will sign an exemption certificate submitted by the successful proposer(s). Proposer(s) doing business with the District will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor will any proposer be authorized to use the District's Tax Exemption Number in securing such materials.

22.0 CONFLICT OF INTEREST

22.1 All proposers must disclose the name of any officer, director, or agent who is also an employee of the District. All proposers must disclose the name of any District employee who owns, directly or indirectly, any interest in the proposers' business or any of its branches.

23.0 INSURANCE REQUIREMENTS

23.1 Proof of the following insurance will be furnished by the awarded proposers/bidders to the School District of Palm Beach County by Certificate of Insurance. All insurance must be issued by a company or companies approved by the School District.

23.2 Original Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the Palm Beach County School District's Purchasing Department, ATTN: Karen Brazier, Purchasing Agent, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

23.3 Thirty days written notice must be provided to the Palm Beach County School District via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

23.4 The awarded bidders shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department but in any respect at least 30 days prior to the commencement of any term. For all contracts with a bid amount of \$500,000 or more the actual **INSURANCE POLICY** must be included with the Certificate of Insurance.

A. **COMMERCIAL GENERAL LIABILITY:** Awarded proposers/bidders shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

- C. **PROFESSIONAL LIABILITY:** The awarded proposer/bidder shall procure and maintain Professional Liability Insurance for the life of this contract/agreement, plus two years after completion. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$1,000,000 with a deductible not to exceed \$5,000. The deductible shall be the responsibility of the insured. Professional liability policies shall include an endorsement whereby the awarded bidder holds harmless the Palm Beach County School District and each officer, agent and employee of the Palm Beach County School District against all claims, against any of them, for personal injury or wrongful death or property damage arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the awarded bidder or anyone employed by the awarded bidder.

This policy must be continued or tail coverage provided for two years after completion of the project.

24.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT

- 24.1 Awarded proposers/bidders shall, in addition to any other obligation to indemnify the Palm Beach County School District and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;
- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
 - B. violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or
 - C. liens, claims or actions made by the contractor or any subcontractor or other party performing the work.
- 24.2 The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.
- 24.3 Any costs or expenses, including attorney's fees, incurred by the Palm Beach County School District to enforce this agreement shall be borne by the contractor.
- 24.4 Awardee(s) recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS payable upon receipt of first invoice and other good and valuable consideration provided by the District in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this contract.

25.0 PUBLIC RECORDS LAW

- 25.1 All proposal documents or other materials submitted by the proposer in response to this RFP will be open for inspection by any person and in accord with Chapter 119, Florida Statutes.

26.0 PERMITS AND LICENSES

26.1 The proposer(s) will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the District.

27.0 INTELLECTUAL PROPERTY RIGHTS

27.1 The proposer(s) will indemnify and hold harmless, the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or un-patented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If the proposer(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work.

This article will survive the termination of any contract with the School District.

28.0 COST INCURRED IN RESPONDING

28.1 All costs directly or indirectly related to proposal preparation, representation or clarification shall be the sole responsibility of and be borne by the proposer.

29.0 SUB-CONTRACTS

29.1 Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and the District.

29.2 The proposer(s) will be fully responsible to the District for the acts and omissions of the sub-proposer(s) and their employees.

29.3 After award of contract, any changes in subcontractors or subproposers requires prior School District written approval.

30.0 INDULGENCE

30.1 Indulgence by the District on any non-compliance by the proposer does not constitute a waiver of any rights under this RFP.

31.0 JOINT PROPOSAL

31.1 In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Vendor. If offering a joint proposal, Prime Vendor must include the name and address of all parties of the joint proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at District meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this RFP.

32.0 SUB-CONTRACTING/MINORITY BUSINESS PARTICIPATION

32.1 The District strongly encourages the use of Minority/Woman owned business enterprises for participation as associates, joint-venturers, prime proposers, and sub-proposers in contracting opportunities.

32.2 In order to receive evaluation credit for M/WBE participants, the proposer or firm(s) to be utilized by the proposer must be certified by the District or the State of Florida at the time that the proposals are due. In order to receive evaluation credit for M/WBE participation, the proposal must identify the specific certified M/WBE firm or firms upon which evaluation credit is sought, shall indicate the extent and nature of the M/WBE's work, and shall include the percentage of the total engagement which will be received by the M/WBE firm in connection with the proposal. M/WBE participation in auxiliary services (e.g., graphics, printing and other services) is acceptable but will only be given evaluation credit if it augments the primary service of this RFP. **ALL PROPOSERS MUST COMPLETE THE M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT (FORM 1525). ATTACHMENT B.**

32.3 Inquiries regarding listings of District and State Certified Minority, Woman and Disadvantaged business enterprises can be made to the District's Office of Diversity in Business Practices, 3322 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, or phone (561) 434-8508. All companies using minority, woman, or disadvantaged sub-proposers will complete the **M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526) – ATTACHMENT C.** This form must be submitted with all requests for payment.

32.4 Minority Business Enterprise (MBE) indicates a business entity which is owned and operated by a minority. In this instance, minority or handicapped group members are citizens of the United States or lawfully admitted permanent residents who are African American, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others as outlined in Administrative Order 1-18.

REQUEST FOR PROPOSAL NO. 03C-008B

32.5 The Palm Beach County School District only recognizes as acceptable for certification as minority/woman business enterprises those firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida Minority Business Advocacy and Assistance Office or the Palm Beach County School District's Office of Diversity in Business Practices. In the case of those firms or small business enterprises that are certified with the State of Florida Minority Business Advocacy and Assistance Office the firm shall be required to include a copy of their certification letter or certificate. The letter or certificate will only be deemed valid if the dates for certification have not expired. Any pending application with the Palm Beach County School District or the State of Florida Minority Business Advocacy and Assistance Office shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.

32.6 The Palm Beach County School District does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Minority Business Advocacy and Assistance Office for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, small business enterprises for certification.

33.0 PUBLIC ENTITY CRIMES

33.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/RFP on a contract to provide any goods or services to a public entity, may not submit a bid/RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/RFPs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

33.2 The proposer(s) certifies by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department/agency.

34.0 USE OF OTHER CONTRACTS

34.1 The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. **The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.**

35.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT

35.1 The proposer shall not enter into subcontracts, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its right, title or interest herein, or its power to execute such contract to any person, company, or corporation without prior written consent of the District.

35.2 The proposer will be prohibited from publishing or releasing any information related to the requested services without the prior written permission of the School District. All reports and other documents resulting from the ensuing contract will remain the sole property of the District.

36.0 REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY

- 36.1 Possession of firearms will not be tolerated on School District property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Section 20.1.
- 36.2 "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.
- 36.3 No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.
- 36.4 If any employee of an independent contractor or sub-contractor is found to have brought a firearm on School District property, said employee will be terminated from the School Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the School Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the School Board shall be terminated.
- 36.5 Proposers are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with FS 435.04 will enter onto any school site.

37.0 AGREEMENT

- 37.1 A purchase order and/or a contract will be released, after award, for any work to be performed as a result of this RFP. The proposal, response to the proposal, all attachments, any addendum released, agreement if applicable, and the corresponding purchase order will constitute the complete agreement between proposer and the District. Should there be any conflict between the terms of the RFP, response to the RFP (proposal), and the terms of the agreement (Sample Contract), the terms of the agreement shall be final and binding and the RFP shall control where in conflict with the proposal. If proposer requires an additional contract, then proposer should include their sample contract as an attachment to the proposal submitted for review.

38.0 POSTING OF RFP CONDITIONS / SPECIFICATIONS

- 38.1 This RFP will be posted for review by interested parties, at the Fulton Holland Educational Services Center, Main Lobby, 3300 Forest Hill Boulevard, West Palm Beach, FL, on the date of RFP electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in §120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.

39.0 POSTING OF RFP RECOMMENDATION / TABULATIONS

- 39.1 RFP recommendations and tabulations will be posted at the Fulton Holland Educational Services Center, Main Lobby, for review by interested parties, at 3300 Forest Hill Boulevard, West Palm Beach, FL, on March 14, 2003 at 3:00 p.m., and will remain posted for a period of 72 hours. If the RFP tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all proposers of the new posting date and time.

REQUEST FOR PROPOSAL NO. 03C-008B

- 39.2 Any person adversely affected by the decision or intended decision must file a notice of protest, in writing, within 72 hours after the posting. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a specification protest within the time prescribed in §120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.
- 39.3 If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3), and Section 9.3 of this proposal and School Board Policy 6.14.
- 39.4 Any person who files an action protesting a decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the District all costs and charges, which shall be included in the final order of judgment.

Minority Certification applications are available through the Minority Business Enterprise located at:

Office of Diversity in Business Practices
School District of Palm Beach County
3322 Forest Hill Boulevard, Suite A-106
West Palm Beach, FL 33406-5871
Phone: (561) 434-8508
<http://www.palmbeach.k12.fl.us/bids/mwbe>

Are you a minority vendor certified by: (Check if appropriate)

Palm Beach County School District _____

State of Florida _____

If yes, expiration date _____

Minority Classification

If you are not a certified minority vendor and intend to sub-contract with a certified minority firm(s), please list the vendors and the estimated dollar value below:

<u>Vendor</u>	<u>Estimated Dollar Value</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

For information on other bids currently being solicited for the School District of Palm Beach County, please call the BID HOTLINE at (561) 434-8111.

Bids/RFPs are available to view and print at no charge on the Purchasing Department's Internet Hotline. Simply go to <http://www.palmbeach.k12.fl.us/bids> and click on those documents you are interested in. This will allow you to register, view and print the solicitation.

8 ATTACHMENTS