SCHOOL DISTRICT OF PALM BEACH COUNTY PURCHASING DEPARTMENT REQUEST FOR PROPOSAL (RFP)

REQUIRED RESPONSE FORM

07C-005B

DATE: January 24, 2007

TITLE: RFP FOR HEALTH SCREENING SERVICES AND DRUG & ALCOHOL TESTING

This proposal must be submitted to the School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, Florida 33406-5813, no later than 2:00 PM on February 14, 2007 and plainly marked RFP-07C- 005B. 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 <u>REQUIRED RESPONSE FORM</u>, I further certify full, complete and unconditional acceptance of the contents of all pages of this Request for Proposal, and all appendices and the contents of any Addendum released hereto. Proposal <u>must</u> 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 RE	PRESENTATIVE:		
SIGNATURE OF AUTHORIZED REP	RESENTATIVE:		
TITLE:		DATE:	
CONTACT PERSON:			000 000
CONTACT PERSON'S ADDRESS:			
TELEPHONE:	FAX:	TOLL FREE:	
E-MAIL ADDRESS:	1	ITERNET URL:	
PROPOSER TAXPAYER IDENTIFIC	ATION 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

HEALTH SCREENING SERVICES AND DRUG & ALCOHOL TESTING

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SCHOOL BOARD OF PALM BEACH COUNTY REQUEST FOR PROPOSAL FOR HEALTH SCREENING SERVICES AND DRUG & ALCOHOL TESTING

1.0 INTRODUCTION

- 1.1 This is a Request for Proposal (RFP) for multiple providers to conduct Health Screening Services and Drug & Alcohol Testing for The School Board of Palm Beach County, Florida (the Board), the governing body for the School District of Palm Beach County, Florida (the District). The Drug and alcohol testing shall comply with the District's Drug and Alcohol Free Workplace policy (Policy), Attachment K.
 - Category 1 On-site blood alcohol testing and drug testing for both the initial and confirmation testing for Blood Alcohol Level (BAL) upon demand at any of the District's schools and other locations in Palm Beach County, Florida and Category 2 Licensed clinics or medical facilities that can complete the blood alcohol testing and drug testing for both the initial and confirmation testing for Blood Alcohol Level (BAL).
- 1.2 The School District of Palm Beach County requires pre-employment drug screening for all applicants, including substitute teachers, school police officers and school bus drivers. In addition, some positions require pre-employment and annual physicals.
- 1.3 The School District of Palm Beach County requires all employees, applicants and volunteers to comply with its Policy. In addition, the propose that is awarded the contract will conduct the following finds of tests for the presence of drugs, including alcohol: Pre-employment Screening, Reasonable Suspicion, Post-Accident Reasonable Suspicion Testing, Fitness for Duty, and Follow-Up Testing and Challenges to Test Results.
- 1.4 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.
- 1.5 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 February 14, 2007. 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, 3300 Forest Hill Boulevard, West Palm Beach, Florida 33406-5813.
- 2.2 Any proposal received after the above stated time and date, <u>will not</u> be considered and will be returned unopened to the proposer(s) after the RFP posting period has expired.
- One manually signed original and seven (7) photocopies of the proposal must be sealed in a package(s) clearly labeled on the outside: "REQUEST FOR PROPOSAL FOR HEALTH SCREENING SERVICES AND DRUG & ALCOHOL TESTING". The proposer's legal name, address, 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).

- Any corrections of unit prices must be initialed. This includes corrections made using correction 2.5 fluid (white out) or any other method of correction.
- 2.6 Proposer should become familiar with any local conditions which 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.
- 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 District's security access procedures. The procedures are as follows:
 - Park in visitors' parking area.
 - B. Enter building through the front door.
 - C. Proceed to the Purchasing Department located in Third Floor, A-Wing, Room A-323.
 - D. Present proposal to Purchasing Department receptionist for official date/time stamping.

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

3.0 TIME SCHEDULE

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

February 1, 2007

All written questions and inquiries are due

February 14, 2007

Proposals due no later than 2:00 PM

February 20, 2007

* Evaluation Committee Meeting

February 22 and 23, 2007

Site Inspection

March 14, 2007

Posting of Recommendation

April 18, 2007

* Recommend proposer(s) to The School Board of Palm Beach County 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, e-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 clarification or other information to evaluate any or all proposals.
- 4.3 The District reserves the right, before awarding the contract, to require proposer(s) to submit evidence of qualifications or any other information the District may deem necessary.
- 4.4 The District reserves the right, prior to the Board's approval, to cancel the RFP or portions thereof, without penalty.
- 4.5 The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed, and (3) to award to multiple proposers.
- 4.6 The District intends to award to multiple proposers. For health screening services, excluding testing to comply with the District's Drug and Alcohol Free Workplace Policy, District employees and applicants will be provided the contract awarded proposers names and locations and they will select the provider most convenient for them. When testing is required in compliance with the Policy, the designated District personnel will select the awarded provider and determine if the requisite testing will be done either on-site or at the designated clinic or medical facility.
- 4.7 Nothing herein will prevent the Board from making multiple awards and to deem all proposals responsive and to assign work to any firm deemed responsive.
- 4.8 The District reserves the right to further negotiate any proposal, including price, with all proposers being considered for award recommendation.
- 5.0 TERM OF CONTRACT / RENEWAL
- 5.1 The term of the contract shall be from April 24, 2007 through April 23, 2010, and may, by mutual agreement between the School Board and the Contractor(s), be renewable for two additional one-year periods. The School Board, through the Purchasing Department, will, if considering renewing, request a letter of intent to renew from the Contractor(s) prior to the end of the current contract period. If needed, the contract(s) will be extended 90 days beyond the contract expiration date. The Contractor(s) will be notified when the School Board has acted upon the recommendation. All prices shall be firm for the term of this contract. The Contractor(s) agrees to this condition by signing its proposal.

6.0 RFP INQUIRIES

6.1 Any questions concerning conditions and specifications must be submitted in writing and received no later than 5:00 p.m. EST, February 1, 2007. Questions received in writing by the time and date specified will be answered in writing in the form of an addendum.

Send all questions by email or fax to attention:

Karen Brazier, Purchasing Agent brazierk@palmbeach.k12.fl.us FAX (561) 963-3823

6.2 Ms. 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.

- 6.3 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.
- 6.4 Copies of addendum will be made available for inspection at the District's Purchasing Department where proposal documents will be kept on file.
- 6.5 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.
- 6.6 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 Board.

7.0 BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT

7.1 The School Board is requesting this affidavit to include a list of every "person" (as defined in Section 1.01(3), Florida Statues 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 F.

8.0 LOBBYING

- 8.1 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 AT THE PURCHASING DEPARTMENT RECEPTION CENTER. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.
- 8.2 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 OF THE RFP AND PRIOR TO THE POSTED RECOMMENDATION ON THE AWARD OF THE CONTRACT.
- ANY PROPOSER 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 FLORIDA DEPARTMENT OF EDUCATION RULES PERTAINING TO PROTESTS WILL RESULT IN SUMMARY DISMISSAL BY THE PURCHASING DEPARTMENT. ADDITIONALLY, ANY PROPOSER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY ADDRESS THE BOARD AT A REGULARLY SCHEDULED BOARD MEETING.
- 8.4 ANY PROPOSER OR ANY INDIVIDUALS THAT LOBBY ON BEHALF OF PROPOSER DURING THE TIME SPECIFIED WILL RESULT IN REJECTION / DISQUALIFICATION OF SAID PROPOSAL.

9.0 SCOPE OF SERVICES AND QUALIFICATIONS

9.1 The requested services include, but are not limited to, the following:

Drug screenings

Blood alcohol testing Medical Review Officer

Pre-placement physical examinations (drivers of District vehicles with a Commercial Driver's License (CDL), School Police, & environmental)

Annual physical examinations (drivers of District vehicles with a Commercial Driver's License (CDL), and environmental)

Fitness for duty evaluations Hepatitis B vaccinations

- 9.2 The successful proposer(s) must be qualified and submit documentation of the following with their proposal:
 - 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.
 - Must have on staff a certified Medical Review Officer (MRO) as defined in Section 2.
 Definitions of the Policy (Attachment K). Provider must submit credentials and have academic and clinical experience with documented references. (Submit with your proposal)
 - 3. Submit resumes of all health care professionals (physician, RN, etc.) who will be assigned to work with the School District account; their functions/responsibilities; and current certifications with your proposal. This same information must be provided to the School District Purchasing Agent when staff is replaced or added throughout the contract period.
 - 4. Explain in writing the staff and all required resources that it will utilize to complete the aforementioned on-site blood alcohol testing and the drug screenings during the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday. The on-site blood alcohol testing and drug screenings must be completed within approximately 1 hour after the contract awarded provider receives the request for such services from the designated District personnel.
 - 5. Ensure that a qualified physician(s) will be available during the hours of operation 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.
 - 6. Maintain office hours as necessary, Monday through Friday, to schedule appointments and provide services, excluding on-site testing requirements in accordance with the District Policy; in the time required herein. 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.
 - 7. Schedule appointments 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.

- 8. Applicants, employees and volunteers 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.
- 9. Contract awarded vendors will be required to utilize the District's Donor's Checklist form.
- Accept walk-ins in addition to scheduled appointments. Walk-ins should be seen as soon as practical. State your ability to comply with this requirement.
- 11. Ensure that staff members can effectively communicate with any person having limited English-speaking ability.
- 12. Be an equal opportunity employer and comply with the Federal Americans with Disabilities Act (ADA) as it pertains to office/location accessibility issues and arrangements to have interpreters for hearing impaired clients.
- 13. 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.
- Provider must have established internal controls to handle complaints regarding staff, practices, and facilities associated with dissatisfaction, treatment, or denial of services.
- 15. Provider must have established safeguards to ensure client confidentiality and procedures for authorizing record releases.

9.3 TECHNICAL REQUIREMENTS

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.

Provider will perform Pre-employment Screening, Reasonable Suspicion, Post-Accident Reasonable Suspicion Testing, Fitness for Duty and Follow-Up Testing on employees, applicants and volunteers who are referred when their behavior meets the criteria detailed in the Policy.

- When conducting any and all testing and/or screenings the Provider will maintain a copy of all records forwarded to the School District, including those medical records provided by the employee, applicant and volunteer. At the end of this contract, those records will be turned over to the School District.
- Separate monthly invoices must be submitted to the appropriate department. Invoices must include the patient's name, social security number, date of office visit or on-site service, type of services provided and all of the charges.

- 3. 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.
- 4. Provider must be thoroughly familiar with Physical Examination For School Bus Driver and Medical Examiner's Certificate and the Medical Advisory Criteria for Evaluation Under 49 CFR Part 391.41 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 H

5. Provider must be thoroughly familiar with the FDLE Physician's Assessment Form as mandated by the Florida Department of Law Enforcement (FDLE) before performing the required school police 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 I

6. Provider must be thoroughly familiar with the specific requirements for <u>medical evaluations for respirator use</u>, 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 <u>asbestos</u> or to <u>other hazardous substances</u> or <u>health hazards</u>.

See Attachment J

7. Provider must be thoroughly familiar with the District's Drug and Alcohol Free Workplace policy before performing the required testing described in the Policy.

See Attachment K and L

9.4 LABORATORY SPECIFICATIONS

Provider must contract with a laboratory for drug screening. Laboratory must be currently certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) and the Agency of Health Care Administration (AHCA) of the State of Florida.

- 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.
- 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.

- 3. Laboratory must be certified as well as licensed by the appropriate state/federal agency. Laboratory must be in compliance with terms and conditions <u>Mandatory Guidelines for Federal Workplace Drug Testing Programs</u>. The laboratory must also be licensed and approved by the Agency for Health Care Administration in accordance with <u>Florida Statute 112.0455</u> (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.
- 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 <u>Florida Drug-Free Work Place Act</u>.
- 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.
- 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/licensure/certification requirements and provide results within the same time frame.

9.5 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.

2. Include reference letters from two of these past or current clients with your proposal.

10.0 EVALUATION COMMITTEE MEETINGS

10.1 As stated in Section 3.1 and Section 13.2 the Evaluation Committee will be convened to review and evaluate responsive proposals, for the purposes of making a decision as to an intended award. Per section 286.011, Florida Statutes, the Evaluation Committee meeting is open to the public. Notification of the Evaluation Committee's decision will also be posted for review by interested parties at the School District Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, 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 responsive information in your proposal. It is required that seven copies of the proposal be submitted with the original proposal.
- 11.2 <u>Title Page:</u> Show the date; RFP number; RFP title; and proposer's name, address, telephone number, and email address.
- 11.3 <u>Table of Contents</u>: Include a clear identification of the material by section and by page number.
- 11.4 <u>Letter of Transmittal</u>: Give the names of the persons who will be authorized to make representations for the proposer and their titles, addresses, and telephone numbers.
- 11.5 <u>Request for Proposal</u>: Complete the Required Response Form (page 1 of RFP) with all required information completed and all signatures as specified.
- 11.6 Experience and Qualifications of the Firm and Staff: State the experience your firm has had in the last three years with providing Health Screening Services and blood alcohol and drug testing, similar to those required by the District, for any governmental agency or large corporation. Address all requirements in this RFP, Scope of Services and Qualifications, Section 9.0.
- 11.7 <u>Technical Requirements & Laboratory Compliance</u>: Proposals should clearly address how proposer meets all requirements in Section 9.3 and 9.4 of this RFP.
- 11.8 <u>Cost of Services</u>: State the fee for each item proposer can provide on **Attachment G, Cost of Services** and return it with your proposal.
- Minority/Women Business Participation: Proposers are to indicate the extent and nature of the M/WBE's scope of work with specificity as it relates to the services described in the RFP. Proposers shall provide certification with the District, or the State of Florida, Office of Supplier Diversity, or its successors. Proposers that are District, or State of Florida Office of Supplier Diversity, or it successors certified minority, women, or disadvantage business enterprises, at the time of submittal, will be awarded a maximum of ten points. Maximum points will be awarded for 15% or greater minority participation. Points will be pro-rated for less than 15% minority participation. Proposers that do not meet the above requirement may sub-contract minority business participation in accordance with Section 31.0 and receive participation points

Points for utilization of certified M/WBE subcontractors shall be assigned as follows:

15% and over 10 points 9% - 14% 8 points 4% - 8% 6 points 1% - 3% 4 points 0% 0 points

11.10 <u>Insurance</u>: Provide proof of responder's insurance as required in Section 22.0 of this RFP or submit a letter of responder's intention to have the required insurance within ten days of notification by the District.

12.0 SITE INSPECTIONS

Proposers being considered for recommendation of a contract will have their facility inspected by District staff prior to the posting of award recommendation. Failure to pass the site inspection may result in the proposer not being recommended for contract award.

13.0 PROPOSAL EVALUATION PROCESS:

- 13.1 RFPs are received and publicly opened. Only names of respondents will be read at this time.
- 13.2 An Evaluation Committee, consisting of District personnel, will convene, review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only.
- 13.3 The Evaluation Committee will assign points in the evaluation and recommendation process in accordance with the evaluation criteria listed in Evaluation Criteria, Section 14.0.
- 13.4 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.
- 13.5 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.
- 13.6 The Evaluation Committee or its designees reserve the right to negotiate further terms and conditions, including price with all proposers being considered for award recommendation
- 13.7 The results of the Evaluation Committee's evaluation and scoring is reviewed and approved by the Department Director and the Purchasing Director prior to posting the recommendation.
- 13.8 The Purchasing Department will prepare and submit an agenda item to the District's Superintendent of Schools.
- 13.9 The Superintendent will recommend to the Board, the award or rejection of any and/or all proposal(s).
- 13.10 The Board will award or reject any or all proposal(s).

14.0 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:

		MAXIMUM POINTS
A. Experience and Qualifications of the Firm and	l Staff	30
B. Technical Requirements & Laboratory Compli	ance	20
D. Cost of Services		40
E. Minority/Women Business Participation		10
	— Total	100

15.0 CANCELLATION OF AWARD/TERMINATION

- 15.1 In the event any of the provisions of this proposal are violated by the proposer(s), the Superintendent or his 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 School Board for immediate cancellation. Upon cancellation hereunder, the School Board may pursue any and all legal remedies as provided herein and by law. In the event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.
- The School Board, reserves the right to terminate any contract resulting from this RFP, at any time and for no reason, upon giving 30 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the School Board 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.
- 15.3 The Contractor(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.
- 15.4 Cancellation of contract by Contractor may result in removal from proposer list for a period of three years.

16.0 FUNDING OUT, TERMINATION, CANCELLATION

- 16.1 Florida School Laws prohibit the School Board from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.
- 16.2 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.
- 16.3 Therefore, the following funding out provisions are an integral part of this RFP and must be agreed to by all proposers:

The Board may, during the contract period, terminate or discontinue the services covered in this RFP for lack of appropriated funds upon the same terms and conditions as set forth in Section 15.0, Cancellation of Award / Termination.

Such prior written notice will state:

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

"This written notification will thereafter release The School Board of Palm Beach County, Florida of all further obligations in any way related to such services and equipment covered herein".

16.4 This completed statement must be included as part of any contract with the successful proposer. No contract will be considered that does not include this provision for "funding out".

17.0 DEFAULT

17.1 In the event that the awarded proposer(s) should breach the contract, the School Board reserves the right to seek remedies in law and/or in equity.

18.0 DEBARMENT

18.1 The School 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.

19.0 LEGAL REQUIREMENTS

- 19.1 It shall be the responsibility of the proposer to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations and School Board Policies that in any manner affect the items covered herein. Specifically, proposer(s) is to adhere to School Board Policies 3.12 and 3.13, with respect to any criminal arrests and convictions, and is on notice that any employees failing the employee screening under Chapter 435, Florida Statutes, are precluded from providing services to the District and must be replaced. The proposer's failure to comply may result in the immediate termination of the contract at the sole discretion of the School Board. Lack of knowledge by the proposer(s) will in no way constitute cause for relief from responsibility.
- 19.2 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.

20.0 FEDERAL AND STATE TAX

20.1 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.

21.0 CONFLICT OF INTEREST

21.1 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.

22.0 INSURANCE REQUIREMENTS

- 22.1 Proof of insurance must be furnished by the awarded proposers to the District by Certificate of Insurance. All insurance must be issued by a company or companies approved by the School Board.
- Original Certificates of Insurance meeting the specific required provision specified within this RFP shall be forwarded to the District's Purchasing Department, ATTN: Karen L. 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.
- 22.3 Thirty days written notice must be provided to the District via certified mail in the event of cancellation of insurance. The notice of cancellation must be sent to the Purchasing Department.
- 22.4 The awarded proposers 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 an amount of \$500,000 or more the actual INSURANCE POLICY must be included with the Certificate of Insurance.
 - A. WORKERS' COMPENSATION: Proposer(s) must comply with Section 440, Florida Statutes, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.
 - B. COMMERCIAL GENERAL LIABILITY: Awarded proposers/bidders shall procure and maintain, for the life of the contract, 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 the contract. It must be an occurrence form policy. THE SCHOOL BOARD 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 contract.

23.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT

- Awarded proposers shall, in addition to any other obligation to indemnify The School Board of Palm Beach County, Florida and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, its 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 awarded proposer, 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
 - liens, claims or actions made by the awarded proposer or any subContractor or other party performing the work.
- 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 awarded proposer of any subContractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.
- 23.3 This article will survive the termination of the contract.

24.0 PUBLIC RECORDS LAW

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

25.0 PERMITS AND LICENSES

The awarded 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 Board.

26.0 INTELLECTUAL PROPERTY RIGHTS

The awarded proposer(s) will indemnify and hold harmless, the School Board 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 Board.

27.0 COST INCURRED IN RESPONDING

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

28.0 SUB-CONTRACTS

- 28.1 Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-Contractor(s) and the School Board.
- 28.2 The proposer(s) will be fully responsible to the School Board for the acts and omissions of the sub-Contractor(s) and their employees.
- 28.3 After award of contract, any changes in sub-Contractors or sub-proposers requires prior School Board written approval.

29.0 INDULGENCE

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

30.0 JOINT PROPOSAL

30.1 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 RESPONSE FORM shown herein, and have overall and complete accountability to resolve any dispute arising out of the 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 filing 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.

31.0 SUB-CONTRACTING/MINORITY BUSINESS PARTICIPATION

- 31.1 The Board strongly encourages the use of Minority/Woman owned business enterprises for participation as associates, joint-venturers, prime proposers, and sub-Contractors in contracting opportunities.
- 31.2 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 A.
- 31.3 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, 3300 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, (561) 434-8508 or on our web site at http://www.palmbeach.k12.fl.us/mwbe. All companies using minority, woman, or disadvantaged sub-proposers will complete the M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526) ATTACHMENT B. This form must be submitted with all requests for payment.
- 31.4 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.
- The 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 Office of Supplier Diversity or the School District of Palm Beach County Office of Diversity in Business Practices. In the case of those firms or small business enterprises that are certified with the State of Florida Office of Supplier Diversity, the firms 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 District or the State of Florida Office of Supplier Diversity shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.
- 31.6 The 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 Office of Supplier Diversity for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, small business enterprises for certification.
- 31.7 The requirements to qualify for the M/WBE are to be certified either by the State of Florida or the District. The District does not recognize any other certifications. If you have graduated from the certification of the District, it negates State Certification. Graduation (as described in Board Policy 6.143) from the District M/WBE Certification Program shall void certification by the State of Florida, if a vendor has exceeded \$2 million annually in sales to the District for the previous three year period.

For District certification go to http://www.palmbeach.k12.fl.us/MWBE website and complete the M/WBE certification application.

32.0 CONTRACTOR BID REQUIREMENTS

32.1 As part of its bid or proposal, bidder or proposer shall provide to the District a list of all instances within the past ten years where a complaint was filed or pending against bidder or proposer in a legal or administrative proceeding alleging that bidder or proposer discriminated on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability against its sub-contractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of each such complaint, including any remedial action taken.

33.0 CONTRACT DISCLOSURE

33.1 Upon the District's request, and upon the filing of a complaint against proposer pursuant to School Board Policy 6.144, proposer agrees to provide the District, within sixty calendar days, a truthful and complete list of the names of all sub-contractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within the District relevant geographic market as defined School Board Policy 6.143, including the total dollar amount paid by proposer for each subcontract or supply contract. Contractor agrees to fully cooperate in any investigation conducted by the District pursuant to this Policy. Proposer understands and agrees that a violation of this clause is a material breach of the contract and may result in contract termination, debarment, and other sanctions.

34.0 THE JESSICA LUNDSFORD ACT

34.1 All contract personnel (vendors, individuals, or entities) under contract with the School Board, who are permitted access on school grounds when students are present, who may have direct contact with any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked. The Contractor agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a background check, including fingerprinting by the School District's Police Department, at the sole cost of the Contractor. Contractor shall not begin providing services contemplated by the Contract until Contractor receives notice of clearance by the District. Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of Contractor (or discontinuation of Contractor's services) on the basis of these compliance obligations. Contractor agrees that neither the Contractor, nor any employee, agent or representative of the Contractor who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract.

35.0 DISQUALIFYING CRIMES

35.1 The proposer 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 the State of Florida or Federal Government. Further, proposer certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

- 35.2 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 RFP on a contract to provide any goods or services to a public entity, may not submit a RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 35.3 The Contractor or any sub-contractors shall not employ any persons with multiple felonies and / or crimes against children. The Contractor must provide documented proof of efforts to comply with this requirement. The Board may declare any non-compliance or lack of diligent effort by the Contractor to comply as a breach of contract and immediately terminate the services of the Contractor.

36.0 USE OF OTHER CONTRACTS

36.1 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 Florida Department of Education Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this RFP, 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 RFP if it is in its best interest to do so.

37.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT

- 37.1 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.
- 37.2 The proposer will be prohibited from publishing or releasing any information related to the requested services without the prior written permission of the District. All reports and other documents resulting from the ensuing contract will remain the sole property of the District.

38.0 REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY

- 38.1 Possession of firearms will not be tolerated on 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 19.1.
- 38.2 "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.
- 38.3 No person who has a firearm in his or her vehicle may park his or her vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.

- 38.4 If any employee of an independent Contractor or sub-contractors is found to have brought a firearm on District property, said employee will be terminated from the Board project by the independent Contractor or sub-contractors. If the sub-contractors fails to terminate said employee, the sub-contractor's agreement with the independent Contractor for the Board project shall be terminated. If the independent Contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractors who fails to terminate said employee, the independent Contractor's agreement with the Board shall be terminated.
- 38.5 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 section <u>435.04</u>, Florida Statutes, will enter onto any school site.

39.0 AGREEMENT

39.1 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 Board. Should there be any conflict between the terms of the RFP, response to the RFP (proposal), and the terms of the contract (Sample Contract), the terms of the contract 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.

40.0 POSTING OF RFP CONDITIONS / SPECIFICATIONS

40.1 This RFP will be posted for review by interested parties, at the Fulton Holland Educational Services Center, Purchasing Department, 3300 Forest Hill Boulevard, 3rd Floor, A-Wing, Suite A-323, 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 section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable School Board rules, regulations and policies.

41.0 POSTING OF RFP RECOMMENDATION / TABULATIONS

- 41.1 RFP recommendations and tabulations will be posted at the Fulton Holland Educational Services Center, Purchasing Department for review by interested parties, at 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323, West Palm Beach, FL, on March 14, 2007, 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.
- 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. On the event the Purchasing Department receives late bid(s), the return of the sealed bid(s) will be after the posting period has expired.

41.3 Any person who files an action protesting an RFP specification, a decision or intended decision pertaining to this RFP pursuant to Section 120.57(3)(b), Florida Statutes 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 Board 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 School Board 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.

COST OF SERVICES

Quantities below are estimates of the District's annual total needs and are subject to change to meet the needs of the District throughout the contract and any renewal contract periods.

Item 1. 3,500 each

New Employee Drug Testing

SAMHSA Chain of Custody urine specimen

\$ 32.00 each

TOTAL \$ 112,000

Item 2. 275 each

Pre-Placement Physical for Drivers required to operate District vehicles with a Commercial Driver's License (CDL)

A. SAMHSA Chain of Custody urine specimen

\$<u>32</u> each

B. Urine dipstick

\$ NC each

C. Audiometry

\$ <u>25.00</u> each

D. Medical Examination (performed by physician) \$_55.00 each

Subtotal \$ 112.00

Subtotal \$ //2.00 x275 = TOTAL \$ 30,800

Item 3. 20 each

Pre-Placement Physical for School Police

A. Urine dipstick

B. SAMHSA Chain of Custody urine specimen

\$_32.00 each

C. Audiometry

\$<u>25.00</u> each

D. EKG

\$ 45.00 each

E. Medical Examination (performed by physician) \$_55.00 each

Subtotal \$ 157.00

Subtotal \$ 159.00 x20 = TOTAL \$ 3140.00

Item 4. 1,300 each

Annual Physical for Drivers required to operate District vehicles with a Commercial Driver's License (CDL)

A. Urine dipstick

\$_NC__each

B. Audiometry

\$<u>35.00</u> each

C. Medical Examination (performed by physician) \$_55.65_each

Subtotal \$ 86.00

Subtotal \$ 80.00 x1300 = TOTAL \$ 104,000

PROPOSER: COACH COMP AMERICA

Item 5.	12 each	Env	rironmental Pre-Placement and Annual Physic	al
		A.	Urine dipstick	\$ <u>wc</u> each
		B.	SAMHSA Chain of custody urine specimen	\$_32.°° each
		C.	Audiometry	\$ <u>25.00</u> each
		D.	Medical Examination (performed by physician ONLY if review of the Respiratory Questionnaire deems exam is necessary; includes evaluation for respirator use)	\$ 55 ** each
		Е	Spirometry	\$ 35.60 each
		F.	Chest X-Ray (certified, accredited radiologist)	
		G.	Electrocardiogram	\$ 4500 each
		Н.	SMAC, CBC	\$ 55 00 each
		l.	PCB, Lead	\$ 150.00 each
		J.	RBC, Cholinesterase	\$_60.00 each
		Κ.	Carboxyhgb	\$ 45° each
		L.	Occult Blood	\$ 20.00 each
		М.	Urinalysis	\$ 20.00 each
		N.	Heavy Metal Urine	\$ 100 · 0 a each
		14.	12 S	al \$ 702.00
			Subtotal \$ 207.00 x12 = TOTAL	17.4 To 1 To
			σασισιαί φ <u>που να</u> χτι <u>ο</u> γιο γνα	-
Item 6.	100 each	Eva	aluation of Medical Questionnaire for respirator	use
		\$	S_55.00 each TOTAL	\$ 5500.00
Item 7.	500 each	Нер	atitis B Vaccine (per <u>OSHA standards</u>)	
		Α.	Vaccination (fee for single dose)	\$65 - each
		B.	Booster dose	\$ <u>65.00</u> each
		C.	Serology test	\$_30.03_each
			Subtota	1 \$
			Subtotal \$x500 = TOTA	L\$ 80,000

PROPOSER: COACH COHP America

On-Site blood Alcohol testing and Drug screenings - Drug Testing specified in the Item 8. 50 each Policy Statement and Notice, Appendix B, Attachment L. During normal work hours. TOTAL \$ 3750.00 proposed by Comprehensive Drag Testing Enc. On-Site blood Alcohol testing and Drug screenings - Drug Testing specified in the Item 9. 10 each Policy Statement and Notice, Appendix B, Attachment L. After normal work hours or on weekends. \$ 85.00 each
proposed by Comprehensive Drug Testing One. TOTAL \$ 850.00 Clinic /medical facility blood Alcohol testing and Drug screenings specified in the Policy Item 10. 50 each Statement and Notice, Appendix B, Attachment L. During normal work hours. TOTAL \$ 770.00 \$ 77.00 each Clinic /medical facility blood Alcohol testing and Drug screenings specified in the Policy Item 11. 10 each Statement and Notice, Appendix B, Attachment L. After normal work hours or on weekends. \$<u>\forall 5 \sigma\circ} \each</u> TOTAL \$ 850.00 proposed by amprehensia Drug Tosting Enc. Item 12. 100 each Blood draw (venipuncture) TOTAL \$ 1500 .00 \$ 15.00 each Blood alcohol test done by the approved laboratory Item 13. 100 each TOTAL \$ 4500 00 \$ 45.00 each 50 eachOn-site testing fee Item 14. TOTAL \$ 4250 "

\$ 85.00 each TO proposed by Drk Comprehensive Drug Testing Enc.

Confirmation testing for blood alcohol 25 each Item 15.

\$ 18.03 each TOTAL \$ 450.00
Confirmation testing on Dry screens, No Change

100 each Follow-up and/or Random Testing Item 16.

> TOTAL \$ 3200, 50 \$ 32.00

> > PROPOSER: _ COACH COMP America

ADDITIONAL INFORMATION

Provider to state the unit pricing for the following (pricing must remain firm for the term of the contract):

	<u>EACH</u>
EKG	\$ 45.00
Audiometric Exam	\$_ 35.00
Chest X-ray	\$_60.00
Alcohol Testing (Blood)	\$ 45.00
Alcohol Testing (Breath)	\$ 36,000
Breath Alcohol Positive Confirmation test	\$ 18.00
Routine Medical Fitness for Duty Evaluation*	\$ 200.00/hr
Medical Evaluation for Respirator Use	\$_55.00

^{*}The School District recognizes the cost may vary according to the complexity of the evaluation requested and additional services may be billed accordingly at the customary change.

In regard to the District Drug and Alcohol Free Workplace Policy, the awarded proposer will be required to provide additional services if necessary to ensure compliance with the Policy and the Policy Statement and Notice at a cost to be jointly determined by the provider and the District staff.

Additionally, the Medical Review Officer (MRO) shall be available for conversation with District staff as necessary at no additional charge to the District.

SAMHSA (NIDA) licensed laboratory data: Include copy of the lab's license with your proposal

Name COACH COMP America
Address 400 North Congress Ave Suite 110
West Palm Brach, FL 33401
Telephone Number 561 640 - 7505
Contact Person Do Simon Ash.
E-Mail Address Simon. Ash. @ Uhsine.com

COMPLETE & RETURN PAGES 35 - 38 WITH YOUR PROPOSAL

		PROPOSER:	COACH COMP	Amedica	
of he find & was	38				

A O'l. increase for year 1+2
A D'l. increase for year 3,4 and 5 might be applicable

COST PROPOSAL

Comprehensive Drug Testings Inc, Fee Schedule



COST OF SERVICES

Quantities below are estimates of the District's annual total needs and are subject to change to meet the needs of the District throughout the contract and any renewal contract periods.

item i.	3,500 each	New Employee Drug Testing	
		SAMHSA Chain of Custody urine specimen	
	1000 Tests @	\$_35 ° each TOTAL	\$ 35,000
Item 2.	275 each	Pre-Placement Physical for Drivers required to a Commercial Driver's License (CDL)	operate District vehicles with a
		A. SAMHSA Chain of Custody urine specimen	\$ each
		B. Urine dipstick	\$ each
		C. Audiometry	\$ each
		D. Medical Examination (performed by physician	
		Subtotal	\$
		Subtotal \$ x275 = TOTA	
14			
Item 3.	20 each	Pre-Placement Physical for School Police	
		A. Urine dipstick	\$each
		B. SAMHSA Chain of Custody urine specimen	\$each
		C. Audiometry	\$each
		D. EKG	\$each
		E. Medical Examination (performed by physician)) \$each
		Subtotal	\$
		Subtotal \$x20 = TOTAl	\$
Item 4.	1,300 each	Annual Physical for Drivers required to opera Commercial Driver's License (CDL)	ate District vehicles with a
		A. Urine dipstick	\$each
		B. Audiometry	\$each
		 Medical Examination (performed by physician) 	\$each
		Subtotal	\$
		Subtotal \$x1300 = TOTAL	\$

PROPOSER: Comprehensive Drug Testings Inc

Item 8.	50 each	On-Site blood Alcohol testing and Drug screenings – Drug Testing specified in the Policy Statement and Notice, Appendix B, Attachment L. During normal work hours.		
		\$ <u>75</u> each	TOTAL \$ 3750.0	
Item 9.	10 each	그 마음 아이들이 보고 있다면 그는 아이들이 되었다. 그 아이들은 그 아이들은 아이들은 아이들은 아이들은 아이들은 아이들은 아이들은 아이들은	ug screenings – Drug Testing specified in the dix B, Attachment L. After normal work hours or	
		\$ <u>%5</u> each	TOTAL \$ 850.00	
Item 10.	50 each		esting and Drug screenings specified in the Policy ttachment L. During normal work hours.	
		\$each	TOTAL \$	
Item 11.	10 each	요 보다 하는 사람들이 어린 아이들이 나를 하는데 되었다. 아이들 아이들이 아이들이 아이들이 아이들이 아이들이 아이들이 아이들이	esting and Drug screenings specified in the Policy Attachment L. After normal work hours or on on-sile fter hrs. TOTAL \$ 850.00	
Item 12.	100 each	Blood draw (venipuncture)		
		\$each	TOTAL \$	
Item 13.	100 each	Blood alcohol test done by the approve	ed laboratory	
		\$each	TOTAL \$	
Item 14.	50 eachOn	-site testing fee	TOTAL \$_ 4250.00	
		φ <u>a</u> s each	TOTAL \$	
Item 15.	25 each	Confirmation testing \$each	TOTAL \$	
		ΨCασπ	101/12	
Item 16.	100 each	Follow-up and/or Random Testing \$	TOTAL \$	
			PROPOSER: Comprehensive Drug Vesting	
			The soul of the state wing vesting	

COST OF SERVICES

ATTACHEMENT G

Quantities below are estimates of the District's annual total needs and are subject to change to meet the needs of the School District throughout the contract and any renewal contract periods.

Item 1:

3,500 each

New Employee Drug Testing

SAMHSA Chain of Custody Urine Specimen

\$35.00 each * NMS

TOTAL \$122,500.00 * NMS

Item 2:

275 each

Pre-Placement Physical for Drivers required to operate District vehicles with a Commercial Driver's License (CDL)

A. SAMHSA Chain of Custody Urine Specimen

\$35.00 each *NMS

B. Urine Dipstick

\$ 5.00 each

C. Audiometry

\$25.00 each

D. Medical Examination (performed by physician)

\$65.00 each

Subtotal

\$130.00

SUBTOTAL \$130.00 X 275 = TOTAL \$ 35,750.00

Item 3:

20 each

Pre-Placement Physical for School Police

A. Urine Dipstick

\$ <u>5.00</u> each

B. SAMHSA Chain of Custody Urine Specimen

\$35.00 each * NMS

C. Audiometry

\$25.00 each

D. EKG

\$55.00 each

E. Medical Examination (performed by physician)

\$65.00 each

Subtotal

\$ 185.00

Peter Lameias, W. D. License Mo. ME 43423 L.D MON/ Medical Center 4070 Lantana Road Lake Worth, FL 33463 SUBTOTAL \$185.00 X 20 = TOTAL \$ 3,700.00

PROPOSER:

School District of Palm Beach County - Health Screening Services and Drug & Alcohol Testing RFP #07C-005B

COST OF SERVICES

ATTACH	EMENT G, Continued	OUT OF SERVICES
Item 4:	1,300 each	
	Annual Physical for Drivers required to operate District vehicles with a Commercial Driver's License	e (CDL)
	A. Urine Dipstick	\$ <u>5.00</u> each
	B. Audiometry	\$ <u>25.00</u> each
	 C. Medical Examination (performed by physician) 	\$ <u>65.00</u> each
		Subtotal \$ <u>95.00</u>
Item 5:	SUBTOTAL \$ <u>95.00</u> X 1,300	= TOTAL \$ <u>123,500.00</u>
	Environmental Pre-Placement and Annual Physical	
	A. Urine Dipstick	\$ <u>5.00</u> each
	B. SAMHSA Chain of Custody Urine Specimen	\$35.00 each * NMS
	C. Audiometry	\$ <u>25.00</u> each
	 Medical Examination (performed by physician ONLY if review of the Respiratory Questionnaire deems exam is necessary; includes evaluation for respirator use) 	\$ <u>65.00</u> each
	E. Spirometry	\$ <u>30.00</u> each
	F. Chest X-Ray \$70 (certified, accredited radiologist \$10) Single View \$50.00; Double View \$70.00	\$ <u>80.00</u> each
	G. Electrocardiogram (includes interpretation)	\$ <u>55.00</u> each
	H. SMAC, CBC	\$30.00 both
	I. PCB, Lead	\$ <u>90.00</u> both
	J. RBC, Cholinesterase	\$35.00 both
	K. Carboxyhgb	\$ <u>30.00</u> each
	L. Occult Blood	\$ <u>15.00</u> each
	M. Urinalysis	\$ <u>15.00</u> each
	N. Heavy Metal Urine	\$ <u>70.00</u> each

Subtotal

\$<u>575.00</u>

Peter Lamelas, M. D. LICENSE NO. ME 43423 MD NOW Medical Center 4570 Lantana Road Lake Worth, FL 33463

SUBTOTAL \$575.00 X 12,- TOTAL \$ 6,900.00

PROPOSER:

School District of Palm Beach County - Health Screening Services and Drug & Alcohol Testing RFP #07C-005B

COST OF SERVICES

ATTACHEMENT G, Continued

Item 6:

100 each

Evaluation of Medical Questionnaire for respirator use

\$30.00 each

TOTAL \$3,000.00

Item 7:

500 each

Hepatitis B Vaccine (per OSHA Standards)

A. Vaccination (fee for single dose)

\$75.00 each

B. Booster dose

\$75.00 each

C. Serology test

\$25.00 each

Subtotal

\$175.00

SUBTOTAL \$175.00 X 275 = TOTAL \$87,500.00

PROPOSER:

Poter Lamelas, M. D. LICENSE NO. ME 43423 MD NOW Medical Center 4570 Lantana Road Lake Worth, FL 33463

COST OF SERVICES

ATTACHEMENT G, Continued

Item 8:

50 each

On-Site blood Alcohol testing and Drug screenings – Drug Testing specified in the Policy Statement and Notice, Appendix B, Attachment L. During normal work hours. (Blood Alcohol \$30; Drug Screen \$35; On-site Fee \$50)

\$115.00 each * NMS

TOTAL \$5,750.00

Item 9:

10 each

On-Site blood Alcohol testing and Drug screenings – Drug Testing specified in the Policy Statement and Notice, Appendix B, Attachment L. After normal work hours or on weekends. (Blood Alcohol \$30; Drug Screen \$35; On-site Fee \$100)

\$165.00 each * NMS

TOTAL \$1,650.00

Item 10:

50 each

Clinic/medical facility blood Alcohol testing and Drug screenings specified in the Policy Statement and Notice, Appendix B, Attachment L. During normal work hours (8 am – 8 pm; including weekends; additional hours as necessary). (Blood Alcohol \$30; Drug Screen \$35; Venipuncture \$10)

\$75.00 each

TOTAL \$3,750.00

Item 11:

10 each

Clinic/medical facility blood Alcohol testing and Drug screenings specified in the Policy Statement and Notice, Appendix B, Attachment L. After normal work hours or on weekends. Clinic is open 7 days a week; 8am-8pm. After hours onsite charges apply, (open at 7 am if required). (Blood Alcohol \$30; Drug Screen \$35; Venipuncture \$10)

\$75.00 each

TOTAL \$750.00

Item 12:

100 each

Blood draw (venipuncture).

\$10.00 each

TOTAL \$1,000.00

Item 13:

100 each

Blood alcohol test done by the approved laboratory.

\$30.00 each * NMS

TOTAL \$3,000.00 * NMS

Item 14:

50 each

On-site testing fee.

\$50.00 each * NMS

TOTAL \$2,500.00 * NMS

Item 15:

25 each

Confirmation testing.

\$ N/C - included in each * NMS

TOTAL \$Included * NMS

Item 16:

100 each

Follow-up and/or Random Testing.

\$35.00 each * NMS

TOTAL \$3,500.00 * NMS

PROPOSER:

School District of Palm Beach County – Health Screening Services and Drug & Alcohol Testing RFP #07C-005B

COST OF SERVICES

ATTACHEMENT G, Continued

Provider to state the unit pricing for the following (pricing must remain firm for the term of the contract):

	0	11
EA	C	п

EKG (Interpretation included) \$55.00

Audiometric Exam \$25.00

\$80.00

Chest X-Ray (Certified, accredited radiologist \$10) Single View \$50.00; Double View \$70.00 (Includes Board Certified Physician Interpretation)

Alcohol Testing (Blood) \$30.00 * NMS

Alcohol Testing (Breath) \$30.00

Breath Alcohol Positive Confirmation Test \$N/C - Included

Routine Medical Fitness for Duty Evaluation* \$128.00 level 3 \$182.00 level 4

Record Review & Moderate Complex Consult \$250.00 per hour

Medical Evaluation for Respirator Use \$30.00

In regard to the District Drug and Alcohol Free Workplace Policy, the awarded proposer will be required to provide additional services if necessary to ensure compliance with the Policy and the Policy Statement and Notice at a cost to be jointly determined by the provider and the District Staff.

Additionally, the Medical Review Officer (MRO) shall be available for conversation with District Staff as necessary at no additional charge to the District.

SAMHSA (NIDA) Licensed laboratory data:

Include copy of the lab's license with your proposal

Name

LabCorp of America

Address

Telephone Number

1120 Main Street, Southaven, MS 38671_{Peter Lamelas, M. D.} (800) 800-4522 X 5231

Contact Person:

Randall Daniels

LICENSE NO. ME 43423 MD NOW Medical Center

4570 Lantana Road ake Worth, FL 33463

PROPOSER:

School District of Palm Beach County - Health Screening Services and Drug & Alcohol Testing RFP #07C-005B

^{*} The School District recognizes the cost may vary according to the complexity of the evaluation requested and additional services may be billed accordingly at the customary charge.

COST OF SERVICES

Quantities below are estimates of the District's annual total needs and are subject to change to meet the needs of the District throughout the contract and any renewal contract periods.

Item 1.	3,500 each	New Employee Drug Testing SAMHSA Chain of Custody urine specimen	
		\$ <u>35.00</u> each TOTAL	\$122,500.00
Item 2.	275 each	Pre-Placement Physical for Drivers required to o Commercial Driver's License (CDL)	perate District vehicles with a
		A. SAMHSA Chain of Custody urine specimen	\$each
		B. Urine dipstick	\$ each
		C. Audiometry	\$ each
		D. Medical Examination (performed by physician) \$ each
		Subtotal	\$
		Subtotal \$ x275 = TOTA	
Item 3.	20 each	Pre-Placement Physical for School Police	
		A. Urine dipstick	\$each
		B. SAMHSA Chain of Custody urine specimen	\$each
		C. Audiometry	\$each
		D. EKG	\$each
		E. Medical Examination (performed by physician)) \$each
		Subtotal	\$
		Subtotal \$x20 = TOTA	L \$
Item 4.	1,300 each	Annual Physical for Drivers required to open Commercial Driver's License (CDL)	
		A. Urine dipstick	\$each
		B. Audiometry	\$each
		C. Medical Examination (performed by physician)	1975000 - 197000 - 197000 - 197000 - 197000 - 197000 - 197000 - 197000 - 197000 - 197000 - 197000 - 197000 - 1
		Subtotal	\$
		Subtotal \$x1300 = TOTAL	\$
		PROPOSER:	Slaine Daule.

.em 5.	12 each	Environmental Pre-Placement and Annual F	Physical
		A. Urine dipstick	\$each
		B. SAMHSA Chain of custody urine speci	
		C. Audiometry	\$ each
		 D. Medical Examination (performed by physician ONLY if review of the Respira Questionnaire deems exam is necessal includes evaluation for respirator use) 	atory
		E Spirometry	\$each
		F. Chest X-Ray (certified, accredited radio	
		G. Electrocardiogram	\$each
		H. SMAC, CBC	\$each
		I. PCB, Lead	\$each
		J. RBC, Cholinesterase	\$each
		K. Carboxyhgb	\$ each
		L. Occult Blood	\$each
		M. Urinalysis	\$each
		N. Heavy Metal Urine	\$each
		S	ubtotal \$
		Subtotal \$x12 = T	
Item 6.	100 each	Evaluation of Medical Questionnaire for resp	
		\$each TO	TAL \$
Item 7.	500 each	Hepatitis B Vaccine (per OSHA standards)	
		Vaccination (fee for single dose)	\$each
		B. Booster dose	\$each
		C. Serology test	\$each
		Su	ibtotal \$
		12 CONTROL OF AN AND AND AND AND AND AND AND AND AND	OTAL \$

PROPOSER: Claine Laule
NMS MANAGEMENT STROICES

BLood Alcoh	50 each 10 1 ♦ 30. 00	On-Site blood Alcohol testing and Drug screen Policy Statement and Notice, Appendix B, Attack	ings – Drug Testing specified in the nment L. During normal work hours.
Drug Scrien	<i>a</i> al	\$_115 @ each	TOTAL \$ 5750.00
3Lood ALCohol Drug Screen	\$ 30.00	On-Site blood Alcohol testing and Drug screeni Policy Statement and Notice, Appendix B, Attacon weekends.	
Drug Screen ON-sitefee	6 100.00	\$ <u>165</u> 2 each	TOTAL \$ 1650.00
Item 10.	50 each	Clinic /medical facility blood Alcohol testing and I Statement and Notice, Appendix B, Attachment I	
		\$each	TOTAL \$
Item 11.	10 each	Clinic /medical facility blood Alcohol testing and I Statement and Notice, Appendix B, Attachme weekends.	
		\$each	TOTAL \$
Item 12.	100 each	Blood draw (venipuncture)	
		\$each	TOTAL \$
Item 13.	100 each	Blood alcohol test done by the approved laborate	- 17
		\$ 3000 each included in above	TOTAL \$ See above # 8
Item 14.	50 eachOn-	site testing fee \$each	TOTAL \$ See # 8
Item 15.	25 each	Confirmation testing Sincluded each each No additional Charge	TOTAL \$
Item 16.	100 each	Follow-up and/or Random Testing	TOTAL # 35 (T) (T)
		\$ <u>35.00</u>	TOTAL \$ 3500.00
		DDODOS	The Drug and CV III and a

ADDITIONAL INFORMATION

Provider to state the unit pricing for the following (pricing must remain firm for the term of the contract):

	EACH
EKG	\$
Audiometric Exam	\$
Chest X-ray	\$
Alcohol Testing (Blood)	\$ 30.00
Alcohol Testing (Breath)	\$ 25.00
Breath Alcohol Positive Confirmation test	\$ N/C (included)
Routine Medical Fitness for Duty Evaluation*	\$
Medical Evaluation for Respirator Use	\$

n regard to the District Drug and Alcohol Free Workplace Policy, the awarded proposer will be required to provide additional services if necessary to ensure compliance with the Policy and the Policy Statement and Notice at a cost to be jointly determined by the provider and the District staff.

Additionally, the Medical Review Officer (MRO) shall be available for conversation with District staff as necessary at no additional charge to the District.

SAMHSA (NIDA) licensed laboratory data: Include copy of the lab's license with your proposal

Name LABCORP of America
Address 1120 Main Street
Southaven, MS38671
Telephone Number 1-800-800-4522 x 5231
Contact Person RANDANIELS
E-Mail Address

COMPLETE & RETURN PAGES 35 - 38 WITH YOUR PROPOSAL

PROPOSER: Claine Quile

^{*}The School District recognizes the cost may vary according to the complexity of the evaluation requested and additional services may be billed accordingly at the customary change.