April 1, 2014

Request for Proposal 14058

OCCUPATIONAL MEDICINE AND
DRUG SCREENING RELATED SERVICES

Tulsa Public Schools is inviting proposals to provide occupational medicine and drug screening related services in accordance with the terms and conditions detailed herein.

Proposals will be accepted until 11:00 a.m. on April 22, 2014. Proposals received after this time will not be accepted. One original and two (2) copies of your proposal must be submitted. No award will be made until the Tulsa Public Schools committee has had sufficient time to evaluate the proposals. Tulsa Public Schools reserves the right to contract in the best interest of the District.

Responses must be sealed and marked on the lower left-hand corner with the proposal name and number, name and address of the vendor, opening date and time. Fax responses cannot be accepted. Address, mail or deliver all proposals and accessory documents to:

Ms. Linda Phillips
Tulsa Public Schools
3027 South New Haven, Room 527
Tulsa, Oklahoma 74114

Inquiries for information regarding procurement procedures, proposal submission requirements, or other fiscal/administrative concerns shall be directed to my office at (918) 746-6279.

Thank you for your participation.

Linda L. Phillips, C.P.M.
Director of Materials Management
Request for Proposal 14058

OCCUPATIONAL MEDICINE AND
DRUG SCREENING RELATED SERVICES

1. PURPOSE: Tulsa Public Schools ("TPS", “the District”) requires the services of a qualified contractor to provide pre-employment DOT physical examinations, annual DOT physical examinations, occupational medicine evaluation and treatment, drug screening, and other required medical services as specified herein.

2. BACKGROUND: TPS is the largest school district in northeastern Oklahoma. The District contributes significantly to the economic base of the area, employing over 6,500 employees. Approximately 40,000 students are enrolled in nearly 60 elementary/Pre-K schools, 11 middle schools and 9 senior high schools as well as 10 special programs around the District.

3. PERIOD OF CONTRACT PERFORMANCE: The period of performance for goods and/or services subject to this solicitation and any resulting contract shall be from award through June 30, 2014, to include at the option of TPS, four (4) one-year renewals.

4. CONTRACT ADMINISTRATOR: The following individual shall serve as the monitor of the conditions of the contract and shall work directly with the contractor on a regular basis in scheduling and coordinating performance of services, answering technical questions in connection with the scope of work, and providing general direction under the resulting contract: Mr. Bill Naftzger, Director of Support Talent.

5. VOLUME: TPS averages about 500 cases per year in which employees will need first aid and/or medical treatment. Workers’ compensation first responder billings total approximately $500,000 annually. Approximately 2,000 applicants are referred for drug screening. Approximately 300 DOT physicals are requested and approximately 200 on-site random drug screenings are performed. Drug screening and physicals total approximately $80,000 annually. TPS is obligated during the contract period to purchase all of its normal requirements of the services specified from the vendor and the vendor is obligated to supply the quantities which TPS requires for its operation. The quantities stated herein are given as a general guide for responding to the RFP and no guarantee is made as to the dollar value of this contract or quantity of services that will be requested. Annual volume: DOT drug screens = 400-500 / Non-DOT drug screens = 1,800-1,900.

6. QUESTIONS REGARDING THE RFP: Email any technical issue and specification questions pertaining to this Request for Proposal (“RFP”) to the Purchasing Department at purchasing@tulsaschools.org by 4:00 p.m. on April 8, 2014. Include a return fax and phone number and specifically reference the section of the proposal in question. All questions must be submitted in writing. Questions and answers will be distributed to all suppliers solicited in order to avoid any unfair advantage. These guidelines for communication have been established to ensure a fair and equitable evaluation process for all respondents. Any attempt to bypass the above lines of communication may be perceived as establishing an unfair or biased process and could lead to disqualification as a potential supplier.

7. SPECIFICATIONS: The successful contractor’s facility(s) shall be located within the city limits of Tulsa, Oklahoma. The following are mandatory components:
7.1 SERVICES:

7.1.1 Upon referral by TPS, Contractor shall conduct physical examinations as required.

7.1.2 Contractor shall conduct the physical examinations or medical evaluations within one (1) working day of the request for an appointment or immediately in the case of on-the-job injuries.

7.1.3 Contractor shall perform all physicals in accordance with pre-determined protocols currently written to be consistent with DOT regulations.

7.1.4 Contractor shall perform the medical services at its examination site with the exception of random testing under DOT regulations. These tests shall be conducted on site at TPS.

7.1.5 Contractor shall provide all occupation medicine evaluations on an as-needed basis (e.g. asbestos screening, audiogram, etc.)

7.1.6 Contractor shall perform drug screenings for all applicants and employees.

7.2 PERSONNEL:

7.2.1 The contractor shall employ or engage licensed and qualified personnel to provide the medical services required.

7.2.2 All personnel shall comply with current and future federal, state, and local laws and regulations.

7.3 REPORTING: After completion of the examination and related testing, the contractor, or designee, shall provide results in accordance with the following:

7.3.1 “Hire” Recommendations: Immediate notification (same day) to the Human Capital Office, or designated TPS representative, via telephone, facsimile, or e-mail. Written confirmation within five (5) working days by the examining physician stating that in their professional judgment and based on available information, the applicant is physically suited for the position for which they have received a conditional offer of employment.

Note: Vendor shall provide the applicant (or employee) with a complete copy of the medical report. Vendor shall provide TPS with notification that certifies that the individual is able to perform the essential functions of the proposed job with or without accommodation. (For DOT physicals only)

When Hepatitis B titre testing is performed, TPS's written notification shall also include the test results.

7.3.2 "No Hire" Recommendations: When either of the above examinations results in recommendation not to hire an applicant for medical reasons, the Human Capital Office shall be notified immediately by telephone. Such recommendations shall be consistent with the requirements of the Americans With Disabilities Act (ADA) and shall be medically and legally defensible. Written confirmation shall be provided within five (5) working days by the examining physician, stating that in
his/her professional judgment and based upon available information, the applicant is physically unsuitable for the position they were selected to fill. Written confirmation shall be in narrative report form, outlining objective physical findings supporting the recommendation.

7.3.3 **Drug Testing Results**: In the event drug testing results are reported as "positive", the Human Capital Office shall be notified immediately by telephone or e-mail. Written confirmation of all drug testing results, a package consisting of a report of the final results signed by the Medical Review Officer and a copy of the fully executed chain of custody form, shall be provided to TPS within five (5) working days of "positive" results and within ten (10) working days of "negative" results.

7.3.4 Written notification shall be transmitted on a mutually agreeable form.

7.4 **EXAMINATION COMPONENTS**: Contractor shall be capable of performing all examination components listed below.

7.4.1 **History/Physical**: Requires the collection of a complete medical history on all candidates, documenting prior injuries, illness and diseases, to establish a baseline medical record. Additionally, a complete in-depth hands-on physical which includes close inspection of all body systems must be conducted.

7.4.2 **Vision Test (TITMUS)**: Requires an examination to evaluate near and/or distant acuity (corrected and uncorrected); color perception deficiency (types, degree and degree of correction attainable); depth perception; vertical and lateral phorias; and binocular and peripheral vision required to perform assigned tasks.

7.4.3 **Laboratory Work**: As may be required by DOT or other regulatory agency:

7.4.4 **Other**: Tests as may be required by DOT or other regulatory agencies, i.e. X-rays, EKG, etc.

7.4.5 **Drug Testing**: Drug testing shall be conducted in accordance with the following:

A. **DOT - Commercial driver’s license drug/alcohol testing**: The vendor will administer a random testing program. The program must be documented and in compliance with all current and future regulations. Random testing will be conducted on-site at TPS on a monthly basis. TPS performs approximately 15 – 20 random drug tests per month at one location.

Services shall include: maintaining or working with TPS personnel to maintain the demographic data on the random selection pool; providing a monthly listing of the total selection pool and a listing of drivers selected for random testing (names and test dates); and providing periodic reports as needed for compliance with all legal requirements.

A.1 **Drug Testing (Urine)**: All testing must be performed by a certified laboratory for drug and alcohol testing and licensed by the
State of Oklahoma in accordance with the Oklahoma Standards for Workplace Drug and Alcohol Testing Act (OSWDTA).

A.2 Evidential Breath Testing (EBT): All EBT tests shall be performed by a certified breath alcohol technician in accordance with the OSWDTA.

A.3 Blood Alcohol Testing: The contractor shall perform blood alcohol testing as required. Blood alcohol tests shall conform to standard medical industry standards.

A.4 Medical Review Officer (MRO): MRO services shall be performed by a licensed physician with knowledge of substance abuse disorders and appropriate medical training to evaluate and interpret laboratory results.

A.5 MRO series shall include (but not be limited to): receiving, reviewing, and reporting laboratory results; reviewing chain of custody forms; assisting to resolve testing problems; authorizing re-analysis of split or single specimen; discussing positive test results with driver and receiving and evaluating documentation submitted to establish legitimate medical reasons for positive test; evaluating (or refer for evaluation) for "shy bladder" conditions; providing necessary written reports; complying with all recordkeeping requirements; assisting in audits; and providing testing if test results are challenged.

A.6 Blind Proficiency Testing: The vendor shall perform Blind Proficiency Testing in accordance with all governing regulations. The vendor shall purchase and submit blind performance specimens to the testing laboratory used for testing. All appropriate documentation, including written procedures and test results, will be furnished.

B. Non-DOT drug testing must comply with Oklahoma Statutes in all regards, specifically tests to be performed, chain of custody documentation and reporting requirements.

Vendor will ensure that negative results are received from vendor or lab within 48 hours of testing and positive results within a reasonable amount of time thereafter. On-line access to TPS of results is preferred.

C. Medical records: The successful contractor shall serve as custodian of individual medical records. A copy of all records shall be transmitted to the appropriate facility if and when a different sub-contractor is utilized. All procedures and laws concerning the confidentiality of the medical records must be followed. The contractor shall be responsible for releasing medical records as required by law. TPS shall be notified of any intent to destroy records thirty (30) days prior to destruction. All medical records shall be made available to the Human Resource Office upon request.

D. Hold harmless/insurance required:
D.1 Professional liability: The contractor shall defend, indemnify and save harmless TPS from all claims, suits, judgments, expenses, actions, damages and costs of every name and description arising out of or resulting from the negligent performance of the professional services of the proposer, their servants, and agents under this agreement.

D.2 General liability: The contractor shall defend, indemnify and save harmless TPS from all claims, suits, judgments, expenses, actions, damages and costs of every name and description to which TPS may be subject or put by reason of injury to persons (bodily injury, including death, or any personal injury) or property damage as a result of its work, caused or alleged to be caused by negligence of fault on the part of the contractor, its servants, or agents.

The contractor will not hold the District liable for any injuries to the employees, servants, agents, subcontractors or assignees of the contractor arising out of or during the course of services relating to this agreement.

D.3 The contractor will provide TPS evidence of the insurance coverage, satisfactory to TPS, providing coverage, including but not limited to, coverage for the liabilities arising out of those matters mentioned in paragraph D.1 in the amount of $1,000,000 and paragraph D.2 in the amount of $2,000,000.

D.4 The provision of any insurance required herein does not relieve the contractor of any of the responsibilities or obligations assumed by the contractor in the contract award or for which the contractor may be liable by law or otherwise.

D.5 Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall operate as immediate termination thereof.

D.6 Monies to become due to the contractor under the contract as may be considered necessary by TPS shall be retained by TPS until such suits or claims for damages have been settled or until the contractor furnishes to TPS satisfactory evidence of insurance coverage with respect to such suits or claims.

8. PROPOSAL SUBMISSION REQUIREMENTS: In order to be considered for selection, offeror must submit a complete response to this RFP. One (1) original and two (2) copies of each proposal shall be submitted to TPS as indicated on the cover sheet. Offeror shall make no other distribution of the proposal. Return this Request for Proposal document with all attachments filled out as required and signed along with proposal information organized into the following sections and appropriately indexed/labeled:

Proposal Section A - Attachment A, Questionnaire.

Proposal Section B - Attachment B, Pricing.
Proposal Section C - Attachments C, D, and E completed and signed, as required.

Offerors are requested to indicate in the Proposal Pricing Section if they will extend the pricing, terms and conditions of this offer to other school districts in the Tulsa, Oklahoma metropolitan area if the offeror receives the award. If the successful offeror agrees to this provision, other districts may enter into a contract with the successful offeror for the purchase of the same commodities based on the terms, conditions, and prices, offered to TPS for this solicitation. If so, this offer should be made available to other districts to "piggyback" for up to six months following the award of this contract by TPS. Also, if mutually agreeable, minor changes in terms and conditions may be negotiated by participating agencies and the successful supplier.

9. EVALUATION OF PROPOSAL:

9.1 The committee will evaluate responses based on the following criteria:

9.1.1 Vendor's response to the specifications.

9.1.2 Location of facility where examinations will be conducted.

9.1.3 Vendor's ability to perform the service required during the District's normal work day, 8:00 a.m. - 4:30 p.m., Monday through Friday, excluding holidays.

9.1.4 The necessary support staff to perform the services required.

9.1.5 The comprehensiveness of referral capabilities.

9.1.6 Subcontractors and the service to be rendered by the subcontractors.

9.1.7 Client references to confirm the vendor's ability to perform required services.

9.1.8 Extensiveness of experience performing the type of examinations required by TPS.

9.1.9 Firm fixed price for the services as outlined in the proposal (price is not the sole determining factor for award). The lowest price for the services required will be determined by adding all 3 years and dividing by 3.

9.2 The Evaluation Committee may or may not conduct an on-site tour of the firms' facility where the physical examinations will be conducted. The on-site tour will be conducted to review the facility for physical cleanliness, orderliness and adequacy, and appropriateness of environment.

9.3 After selecting the most qualified firm(s) based on the evaluation criteria, representative(s) of the firm(s) may be interviewed by a panel to answer questions relative to the service required. If, in the District's opinion, the interviewee does not communicate effectively concerning physical examination matters to the District's satisfaction, TPS may select the next responsible proposer and so forth.

10. AWARD: The evaluation committee will review all proposals and make a recommendation to the school board for award to a responsive and responsible offeror who
submits the proposal that is in the best interest of the District. Services may not commence until such approval is obtained.

11. GENERAL TERMS AND CONDITIONS:

11.1 DOWNLOADED RFP'S: An Internet link will be provided to Respondents who have provided e-mail addresses to the Purchasing Department staff responsible for the specific solicitation. This RFP, accompanying exhibits/attachments, and any addenda are available for download from the web at [http://www.tulsaschools.org/6_Community/purchase_bids_main.asp](http://www.tulsaschools.org/6_Community/purchase_bids_main.asp). Respondents are responsible for checking the web site for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from the web site shall not relieve such Respondents from considering addenda, if any, in preparing responses. Note that there may be multiple clarifications and/or addenda. Any harm to a respondent resulting from such failure shall not be grounds for a protest against award(s) made under this RFP.

11.2 APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Oklahoma. The contractor shall comply with applicable federal, state and local laws and regulations.

11.3 RIGHT TO REJECT: TPS reserves the right to reject any or all proposals. In addition, offerors should recognize the right of TPS to reject a proposal if they fail to submit the data required in the RFP, or if the proposal is in any way incomplete.

11.4 ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

11.5 MANDATORY USE OF FORM AND MODIFICATION OF TERMS AND CONDITIONS: Failure to submit a proposal on the official form provided for that purpose may be cause for rejection. Return of the complete document is required. Modification of or additions to the General Terms and Conditions of this solicitation may be cause for rejection; however, the Director of Materials Management reserves the right to decide, on a case basis, in his/her sole discretion, whether to reject such a proposal.

11.6 CONTRACT PROVISIONS BY REFERENCE: It is mutually agreed by and between TPS and the offeror that the District’s acceptance of the offeror’s proposal by the issuance of a purchase order shall create a contract between the parties thereto containing all specifications, terms and conditions in the solicitation except as may be amended in the purchase order. Any exceptions taken by the offeror not included in the resulting contract will not be a part of the contract. Therefore, in the event of a conflict between the terms and conditions of this solicitation and information submitted by an offeror, the terms and conditions of the solicitation and resulting purchase order/contract will govern.

11.7 CHANGES: Statements made by TPS representatives do not modify the terms, conditions and specifications of this RFP. Changes and modifications to any section of the RFP will not be valid unless said changes are confirmed in writing in the form of an addendum and issued by the Director of Materials Management.

Changes may be made to the contract if the parties agree in writing to modify the scope of the contract. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

11.8 ERRORS OR OMissions: Offeror shall not be allowed to take advantage of any errors or omissions in the specifications. Where errors or omissions occur in the specifications, the vendor shall promptly notify the contact person listed. Inconsistencies in the specifications are to be reported before proposals are submitted.

11.9 TAX EXEMPTION: TPS is exempt from the payment of sales/use taxes. The price submitted must be net, exclusive of sales/use taxes. When under established trade practice, any federal excise tax is included in the list price; offeror may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by TPS.
11.10 TESTING AND INSPECTION: TPS reserves the right to conduct any test or inspection it may deem advisable to assure supplies and services conform to the specification.

11.11 PROPRIETARY INDEMNITY: Offeror warrants that all products and services used by or furnished do not infringe upon or violate any patent, copyright, trade secret, trademark, or any other proprietary right of any third party. In the event of claim by any third party against TPS, TPS shall promptly notify vendor and vendor shall defend and indemnify TPS against any loss, cost, expense, claim, or liability arising out of such claim, whether or not such claim is successful.

11.12 PATENT AND COPYRIGHT MATERIALS: Unless otherwise expressly provided in a contract, offeror shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this contract.

11.13 QUALIFICATIONS OF OFFERORS: TPS may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work/furnish the item(s) and the offeror shall furnish to TPS all such information and data for this purpose as may be requested. TPS further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy TPS that such offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

11.14 LATE PROPOSALS: Proposals must be received by the TPS Purchasing Office by the designated date and hour to be considered for selection. Proposals received in the Purchasing Department after the date and hour designated are automatically disqualified and will not be considered. TPS is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or any other means of delivery. It is the sole responsibility of the offeror to ensure that its proposal reaches the Purchasing Department by the designated date and hour.

11.15 OBLIGATION OF OFFEROR: By submitting a proposal, the offeror covenants and agrees that they are satisfied, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

11.16 PROPOSAL ACCEPTANCE PERIOD: The proposal shall be binding upon the offeror for a minimum of ninety (90) calendar days following the proposal receipt and opening date.

11.17 COSTS OF RESPONSE TO RFP: TPS will not be liable for any costs associated with the preparation of materials for offeror's submission.

11.18 METHOD OF PAYMENT: Standard payment terms are Net 30 days from the receipt of invoice. Payment will be made after satisfactory performance of the contract in accordance with all of the provisions thereof and upon receipt of a properly itemized invoice. TPS may, at their sole option, elect to make payment by use of a Purchasing/Bank/Charge card. No additional charges, fees, or price increases may be assessed by the vendor for the use of Procurement/Charge/Bank cards during the life of any award resulting from this RFP, and any applicable extensions. The Board of Education reserves the right to withhold any or all payments or portions thereof for contractor’s failure to perform in accordance with the provisions of the contract or any modifications thereto.

11.19 AUDIT: Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by TPS, whichever is sooner. TPS, its authorized agents, and/or auditors reserve the right to perform or have performed an audit of contractor’s records and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

11.20 OPEN RECORDS: The offeror’s proposal/bid and all accompanying data, materials and documentation are public records and are subject to inspection and reproduction in accordance with the Oklahoma Open Records Act.

11.21 COMPLIANCE WITH PROCEDURES: Contractor shall comply with all procedural instructions that may be issued from time to time by TPS; however, the terms and conditions of the contract will not change.

11.22 EXTRA CHARGES NOT ALLOWED: Proposed pricing shall be for the complete product/service.

11.23 ASSIGNMENT OF CONTRACT: A contract shall not be assigned or subcontracted by the offeror in part or whole without the written consent of TPS.
11.24 TERMINATION: Failure to comply with the terms and conditions of this solicitation or to deliver materials, supplies or services identified in the solicitation and contract at the discounts quoted will void the contract award. In case of failure to deliver goods or provide services in accordance with the contract terms and conditions, TPS, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs.

TPS reserves the right to cancel and terminate any resulting contract; in part or whole should the Director of Materials Management determine that such a termination is in the best interest of TPS. Any such termination shall be effected by delivery to the contractor, at least thirty (30) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the contractor must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. No amount shall be allowed for anticipated profit on unperformed services.

11.25 STANDARDS OF PERFORMANCE: Offeror shall devote, and shall cause all of its staff and any subcontractors to devote, such of their time, attention, best skill and judgment, knowledge and professional ability as is necessary to perform all Services effectively, efficiently and consistent with the best interests of the District and to the satisfaction of the District. Offeror shall retain and utilize sufficient staff to assure the most effective and efficient performance of services. Offeror shall use efficient business administration methods and perform the Services in the best way and in the most expeditious and economical manner consistent with the best interests of the District, so as to assure, among other things, that the Services are performed at a reasonable cost to the District and that Services performed by other entities or persons in connection with the Contract are efficiently and cost-effectively delivered. Offeror acknowledges and accepts a relationship of trust and confidence with the District and agrees to cooperate with the District, and all other persons or entities which may be retained by the District, in performing Services to further the best interests of the District.

11.26 FAVORED NATION: Offeror shall furnish Services to the District at the lowest price that Offeror charges to other similarly situated parties. If Offeror overcharges, in addition to all other remedies, the District is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the District until the date refund is made. The District has the right to offset any overcharge against any amounts due to Offeror under this or any other agreement between Offeror and the District, and, at the District’s sole option, the right to declare Offeror in default under the Contract.

11.27 CONFIDENTIAL INFORMATION. In performance of Services to the District, offeror may have access to or receive certain information that is not generally known to others (“Confidential Information”). Offeror agrees not to use or disclose any Confidential Information or any records, reports, or documents prepared or generated as a result of the Contract without the prior written consent of the District.

11.28 DISSEMINATION OF INFORMATION. Offeror agrees not to use or disclose any Confidential Information or any records, reports or documents prepared or generated as a result of this Agreement ("Work Product") without the prior written consent of the District. Offeror shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall Offeror disseminate any information regarding Services without the prior written consent of the District. In the event that offeror is presented with a request for documents by any administrative agency or with a subpoena duces tucem regarding any records, data, or Work Product which may be in offeror’s possession as a result of Services under this Contract, offeror shall immediately give notice to the District and its General Counsel with the understanding that the District shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Offeror will not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Offeror agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by offeror under this Contract.

11.29 OWNERSHIP. All intellectual property, Work Product, and any and all other records, reports, documents, and materials prepared or generated as a result of this Contract, shall at all times be and remain the property of the District. All of the foregoing items shall be delivered to the District upon demand at any time and in any event, shall be promptly delivered to the District upon expiration or termination of the Contract. In the event any of the above items are lost or damaged while in offeror’s possession, such items shall be restored or replaced at offeror’s expense.
11.30 RESERVATION OF RIGHTS: Contract Administrator or designee may require the removal from contract work of any employee of the contractor who is incompetent, careless or insubordinate; who appears to be alcohol or drug impaired or otherwise objectionable; whose continued employment is contrary to a consistent good relationship between the parties to this contract; or who poses a safety risk.

11.31 INSURANCE REQUIREMENTS: By signing and submitting a proposal under this solicitation, offeror agrees to carry workers' compensation insurance with limits for the employers' liability part of the workers' compensation policy not less than $500,000 per category, at its own expense. Offeror agrees to carry Commercial General Liability insurance with limits not less than $1,000,000 combined single limits for bodily injury and property damage. Offeror further agrees to carry Commercial Automobile insurance with limits not less than $1,000,000 combined single limits for bodily injury and property damage. Offeror agrees to provide District with a certificate of insurance as evidence of the above lines of insurance carried by offeror which shall include a ten (10) day notice, in writing, to the District in the event of cancellation of such insurance for any reason. This certificate of insurance should also name District as "additional insured" with regard to the Commercial General Liability and Commercial Auto policies, with respect to work performed by offeror on behalf of District. In addition to such insurance, and not in lieu thereof, Offeror agrees to indemnify and hold District and its agents, employees and officers harmless (including defense costs) against any claim, demand or action arising from or growing out of offeror's performance of its services hereunder. All insurance coverage will be provided by insurance companies authorized to sell insurance in Oklahoma.

11.32 NON-DISCRIMINATION: Contractors or suppliers are obligated not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, disability, genetic information, veteran status, marital status, or age. This obligation shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors or suppliers are obligated to comply with all requirements of the Americans with Disabilities Act.

Tulsa Public Schools does not discriminate on the basis of race, religion, color, national origin, sex, sexual orientation, disability, genetic information, veteran status, marital status or age in its employment, programs and activities.
Attachment A

QUESTIONNAIRE

PHYSICAL EXAMINATIONS/DRUG TESTING PROGRAM

Respond to each item below in narrative format indexing each response to the appropriate question and using attached pages.

1. Specify the address of facility where examinations will be conducted.

2. Specify business hours.

3. List the number of staff members (administrative and medical) and titles (including certification licenses) assigned to the facility where examinations will be conducted.

4. List names of subcontractors (or referrals) who may be used to conduct any services specified in this proposal. Indicate service to be rendered.

5. Specify the name and address of the testing laboratory to be used for commercial driver's license urine drug testing. Attach written split specimen collection procedures and a listing of designated collection sites.

6. Specify provisions and services available for on-call post accident and/or reasonable suspicion drug and alcohol testing.

7. Attach list of evidential breath testing (EBT) sites and provisions for proving such services at various locations. Attach written procedures for EBT testing.

8. Attach your written chain of custody procedures used in the drug screening processes. Documentation must be legally sufficient; must encompass and be binding on any subcontractor that may be used to conduct the actual drug screen testing; and must define the collection, testing, and storage of specimens:

9. Specify how billing/pricing is structured relative to the current Oklahoma workers' compensation fee schedule.

10. Specify billing processes for non-injury related services and opportunities to expedite reconciliation of billing with TPS staff.

11. Describe any on line services available that may expedite processing and reporting.

12. Attach a statement of any additional facts about your organization which you feel are critical in evaluating your proposal.
## Attachment B

### PRICE PROPOSAL

Pricing must be firm for the first annual period, July 1, 2014 through June 30, 2015, of the contract.

<table>
<thead>
<tr>
<th>COMPONENT</th>
<th>CPT CODE</th>
<th>PRICE PER UNIT</th>
</tr>
</thead>
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<td>History/Physical Non-DOT</td>
<td></td>
<td>$___________</td>
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<td>History/Physical DOT</td>
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<td>92081</td>
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<tr>
<td>Audiometry</td>
<td>92552</td>
<td>$___________</td>
</tr>
<tr>
<td>Spirometry</td>
<td>94010</td>
<td>$___________</td>
</tr>
<tr>
<td>Chest X-Ray (2 Views)</td>
<td>71020</td>
<td>$___________</td>
</tr>
<tr>
<td>L-S Spine X-Ray (3 Views)</td>
<td>72100</td>
<td>$___________</td>
</tr>
<tr>
<td>P.P.D. (T.B.)</td>
<td>86580</td>
<td>$___________</td>
</tr>
<tr>
<td>EKG (Resting)</td>
<td>93000</td>
<td>$___________</td>
</tr>
<tr>
<td>EKG (Stress)</td>
<td>93015</td>
<td>$___________</td>
</tr>
<tr>
<td>Laboratory Work:</td>
<td></td>
<td>$___________</td>
</tr>
<tr>
<td>CBC</td>
<td></td>
<td>$___________</td>
</tr>
<tr>
<td>Sedimentation Rate</td>
<td></td>
<td>$___________</td>
</tr>
<tr>
<td>Glucose</td>
<td></td>
<td>$___________</td>
</tr>
<tr>
<td>Blood Urea Nitrogen</td>
<td></td>
<td>$___________</td>
</tr>
<tr>
<td>Creatinine</td>
<td></td>
<td>$___________</td>
</tr>
<tr>
<td>Cholesterol (HDL &amp; LDL)</td>
<td></td>
<td>$___________</td>
</tr>
<tr>
<td>Triglycerides</td>
<td></td>
<td>$___________</td>
</tr>
<tr>
<td>Uric Acid</td>
<td></td>
<td>$___________</td>
</tr>
<tr>
<td>Sodium</td>
<td></td>
<td>$___________</td>
</tr>
<tr>
<td>Potassium</td>
<td></td>
<td>$___________</td>
</tr>
<tr>
<td>Chloride</td>
<td></td>
<td>$___________</td>
</tr>
<tr>
<td>CO</td>
<td></td>
<td>$___________</td>
</tr>
<tr>
<td>U/A</td>
<td></td>
<td>$___________</td>
</tr>
<tr>
<td>Rapid Non-DOT Drug Screen</td>
<td></td>
<td>$___________</td>
</tr>
</tbody>
</table>

Workers Compensation Billings: ______% discount off of State fee schedule

**OFFEROR ____________________________**
NON-COLLUSION AFFIDAVIT

Pursuant to Title 74 Oklahoma Statue (1974) SS 85.22-25

* * * * *

STATE OF _____________________________

COUNTY OF ____________________________

__________________________
(Date and Name of Contractor or Authorized Agent)

__________________________
(Signature of Contractor or Authorized Agent)

SUBSCRIBED AND SWORN to before me this _____ day of ________________, 20__.

__________________________
(Notary Public)

My commission expires:

__________________________
(SEAL)
Attachment D

REFERENCES

List three (3) clients in the Northeastern Oklahoma area for whom your organization has performed services comparable to those specified herein during the past 2 years.

(1) Customer Name: _____________________________ Telephone: ______________________
Annual Account Volume: ______________________
Contact Name: _____________________________ Title: _____________________________
Address: ____________________________________________________________________

(2) Customer Name: ______________________________ Telephone: ___________________
Annual Account Volume: ______________________
Contact Name: __________________________________________________________________
Address: ____________________________________________________________________

(3) Customer Name: _______________________________ Telephone: _____________________
Annual Account Volume: ______________________
Contact Name: _______________________________ Title: _____________________________
Address: ____________________________________________________________________
Note: Proposals must be manually signed on this form in the space provided below.

Has the offeror, any officer of the offeror, or any employee of the offeror who has a proprietary interest in the proposal, ever been disqualified, removed, or otherwise prevented from participating, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes __________
No __________

If the answer is Yes, please explain the circumstances in the following space:

Offeror, in compliance with this RFP, has examined the specifications, and is familiar with all of the conditions and requirements. Vendor meets all of the standards and requirements necessary to perform the services/provide the products, and is able to furnish the services/products in the time frame specified and at the rates set forth in this proposal. The undersigned, on behalf of the offeror, certifies that this offer is made without previous understanding, agreement or connection with any person, firm, or corporation making a proposal on the same project and is in all respects fair and without collusion or fraud.

I have read the terms and conditions of this RFP, truthfully answered the above question, and submit for consideration the enclosed offer and accessory data which will become part of any agreement. The undersigned has the authority to bind vendor, and certifies that all statements contained in the proposal are true and correct. If accepted by the District, this proposal is guaranteed as written and amended and will be implemented as stated.

Please indicate if this business is: ______ Minority-owned or ______ Female-owned.

________________________________________________________________________
Company Name  ________________________________  Signature of Representative

________________________________________________________________________
Company Address   ________________________________  Typed Name of Representative

City, State, Zip   ________________________________  Title

Fax Number   ________________________________  Telephone Number

Date   ________________________________  Email