THE CITY OF EDINBURG

REQUEST FOR PROPOSALS

The City of Edinburg is soliciting sealed Request for Proposals; hereinafter referred to as RFP, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFP'S will be received until **3:00 p.m. Central Time**, on **Monday, April 20, 2015**, shortly thereafter all submitted RFP'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFP received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFP's. RFP's will not be accepted by telephone or facsimile machine. All RFP'S must bear original signatures and figures. The RFP shall be for:

RFP No. 2015-015
DOT & NON-DOT EMPLOYEE DRUG & ALCOHOL TESTING SERVICES

If you have any questions or require additional information regarding this RFP, please contact Ms. Christina Flores, Director of Human Resources, at (956) 388-1873.

Hand Delivered RFP'S:	415 W. University Drive C/o City Secretary Department (1st Floor)
If using Land Courier (i.e.FedEx, UPS):	City of Edinburg C/o City Secretary 415 W. University Drive Edinburg, Texas 78541
If Mailing Proposals:	City of Edinburg C/o City Secretary P.O. Box 1079 Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFP's and to waive any or all formalities or technicalities and to accept the RFP deemed most advantageous to the City, and hold the RFP's for a period of **60** days without taking action.

RFP's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFP number and title.

Please read your requirements thoroughly and be sure that the RFP offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFP. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE

(1) The purpose of these solicitation documents is to execute a Professional Services Contract for:

DOT & NON-DOT EMPLOYEE DRUG & ALCOHOL TESTING SERVICES

INTENT

(2) The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RFP

(3) RFPs shall be submitted in sealed envelopes as referenced on the attached solicitation. Three (3) complete sets of the response, one (1) original marked "**ORIGINAL,**" and two (2) copies marked "**COPY**". RFPs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFP's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

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TIME ALLOWED FOR ACTION TAKEN

(4) The City of Edinburg may hold RFP/s **60** days after deadline without taking action. Respondents are required to hold their RFP/s firm for same period of time.

RIGHT TO REJECT/AWARD
(5) The City of Edinburg reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

ASSIGNMENT
(6) Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD
(7) Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

NUMBER OF CONTRACTS
(8) THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFP.

STATUTORY REQUIREMENTS
(9) It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFP
(10) RFP **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

NO RESPONSE TO RFP
(11) If unable to submit a RFP, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS
(12) The respondent shall attach to his/her RFP a list of any exceptions to the specifications/ requirements.

PAYMENT
(13) The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM
(14) Where in this solicitation package SERVICES is used, its meaning shall refer to the request for DOT & NON-DOT EMPLOYEE DRUG & ALCOHOL TESTING SERVICES as specified.

RESPONDENT'S EMPLOYEES
(15) Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

(16) The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

INTERPRETATIONS

(17) Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "**Addenda and Modifications**".

VERBAL THREATS

(18) Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

CONFIDENTIAL INFORMATION

(19) Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

(20) Respondent's past performance shall be taken into consideration in the evaluation of RFP submittal.

JURISDICTION

(21) Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

(22) The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

(23) The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONFLICT OF INTEREST

(24) CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFIDENTIALITY OF INFORMATION AND SECURITY

(25) Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

(26) The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

RESPONSE DEADLINE

(27) Responses to the RFP must be addressed to City Secretary, City of Edinburg, 415 W. University Drive by **Monday, April 20, 2015 until 3:00 p.m.** for consideration. An original and two (2) complete sets of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFP for **"DOT & NON-DOT EMPLOYEE DRUG & ALCOHOL TESTING SERVICES". Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

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ADDENDA AND MODIFICATIONS

(28) Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFP shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

RFP PREPARATION COSTS

(29) The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFP or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

(30) Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFP

(31) RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

BRAND OR MANUFACTURER REFERENCE

(32) Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Proposals on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

THE CITY OF EDINBURG

Request for Proposals

DOT & Non-DOT Employee Drug & Alcohol Testing Services

RFP # 2015-015

EDINBURG
All-America City
1988 1995 2000

THE CITY OF EDINBURG

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REQUEST FOR PROPOSALS

To Perform DOT & Non-DOT Employee Drug and Alcohol Testing Services

I. General

The City of Edinburg is requesting sealed proposals from qualified vendors/firms that can adequately demonstrate resources, experience and qualifications necessary to provide drug & alcohol testing services. All services, functions and activities that are to be provided shall comply with and exceed minimum standards provided for under applicable federal, state, and local alcohol and drug testing rules and regulations, including but not limited to: 49 CFR Part 40. Copies of the federal regulation may be obtained at the U.S. Department of Transportation website: www.dot.gov.

Qualified firms should ensure quality yet be cost effective, maintain adequate files, have lab collection facilities located in Edinburg, TX (city limits) and surrounding areas to service walk-in employees in a timely fashion as well as provide service 24/7/365 (twenty four hours per day, 7 days a week, 365 days per year). In addition vendor/firm must adequately demonstrate resources, experience and qualification necessary to perform and/or provide DOT and Non-DOT drug and alcohol screening services in accordance with the City of Edinburg's Substance Abuse and Testing policy and to support the City's Drug Free Workplace Policy.

The City of Edinburg will require the respondent to conduct urine specimen analysis and breath alcohol testing for pre-employment (approximately 495 screenings per year), post-accident/post injury (approximately 365), random (approximately 100) and reasonable suspicion tests.

Selection will be based on the proposal showing the highest demonstrated competence and qualifications for the services to be performed.

Proposal should specify per specimen fee, which includes confirmatory testing and medical review officer service.

II. Scope of Services

The work shall include but not be limited to the following:

- Test other than "stat": must be performed & results returned within forty-eight (48) hours (exemptions being those tests which require a longer incubation period – these tests would mandate that the results be returned within forty-eight (48) hours after the completion of the incubation period).

- Laboratory must have an established mechanism (i.e. courier service) by which to retrieve specimens form the various locations (City buildings, accident site, hospitals, etc.).

- Laboratory/Diagnostics facility must be State certified and must meet all State and Federal laws.
- Laboratory/Diagnostic facility must maintain a level of liability insurance that is comparable with other diagnostic facilities in South Texas.

- Laboratory/Diagnostic facility must submit copies of medical certification of all staff including:

  - DOT Collector's Certification
  - Medical Review Officer Certification
  - Proof of Certification-Intoxolizer

- If performing on-site service, specimens will be taken by collector at all location and as needed.

- Laboratory will not be reimbursed for travel if on site work is done.

- Identify reports with patient name, identification number, department, and type of test done.

- Positive drug screen results will follow DOT and Federally Mandated Guidelines.

- Successful vendor will provide results via a secure on-line service to the attention of the City of Edinburg Human Resources Director. (City of Edinburg Human Resources Director will provide successful vendor the phone and fax number of the Designated Employee Representative authorized to receive confidential drug test results, in order to ensure employee confidentiality).

- All HIPPA requirements shall be fully complied with at all times during this contract.

- Response time for testing results to be directed to City designee will be no more than (from the time of the test sample has been drawn):

  - w/ negative results– 48 hours max.
  - w/ positive results – 72 hours max.

- All interested parties submitting proposals to the City of Edinburg for Drug and Alcohol Screening Services must meet the following guidelines:

  A. Mandatory guidelines and regulation in accordance with the requirement of 49 CFR Part 40.

  B. Provide all chain of custody forms, supplies and equipment necessary to collect analyze and store urine specimens for both DOT and Non-DOT collections.

C. Assure security and validity of urine specimens, maintenance of a proper chain of custody for the specimens and accurate records thereof in compliance with 49 CFR Part 40 for DOT required specimens.

D. Establish and maintain clear, well-documented accessing, quality control and confidentiality procedures.

E. Analyze non-DOT urine specimens for the following substance: 10 panel

- Amphetamines
- Barbiturates
- Benzodiazepines
- Cocaine Metabolite
- Marijuana Metabolite
- Methadone
- Methaqualone
- Opiates
- Phencyclidine
- Propoxyphene

F. Analyze DOT mandated urine specimens for the following substances: 5 panel

- Amphetamines
- Cocaine Metabolite
- Marijuana Metabolite
- Opiates
- Phencyclidine

G. Use an immunoassay screening which meets the DOT requirements set forth in section 40.87 and the DHHS requirements program using the following cutoff levels:

• Amphetamines (stimulant)	1000ng/ml
• Cocaine Metabolite	150ng/ml
• Marijuana Metabolite	50ng/ml
• Opiates (pain killers)	2000ng/ml
• Phencyclidine (PCP)	25ng/ml

H. Analyze specimens identified as positive on the initial test using gas chromatograph/mass spectrometry (GC/MS) techniques.

Initial test analyte	Initial test cutoff concentration	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites	50 ng/ml	THCA	15 ng/ml
Cocaine metabolites	150 ng/ml	Benzoylecgonine	100 ng/ml
Opiate metabolites			
Codeine/Morphine	2000 ng/ml	Codeine	2000 ng/ml
		Morphine	2000 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamines			
AMP/MAMP	500 ng/ml	Amphetamine	250 ng/ml
		Methamphetamine	250 ng/ml
MDMA			
	500	MDMA	250 ng/ml
		MDA	250 ng/ml
		MDEA	250 ng/ml

I. Conduct breath alcohol testing consistent with 49 CFR Part 40, Subparts I through M.

J. The initial screen test must be conducted using an evidential breath testing device (EBT) or a non-evidential alcohol screen devices (ASD) using breath or saliva. The confirmatory test can only be conducted using a EBT as indicated below:

	INITIAL TEST LEVEL	CONFIRMATORY TEST LEVEL
ALCOHOL	0.00 – 0.019	None Required
CONCENTRATION	0.02 - +	Perform

EBTs (Evidential Breath Tester's) on the NHTSA (National Highway Traffic Safety Administration) CPL (Conforming Products List) for evidential devices that meet the requirements of paragraph (a) of this section are the only devices you may use to conduct alcohol confirmation tests under this part. Note that, among devices on the CPL or EBTs, only those advices listed without an asterisk (*) are authorized for use in confirmation testing in the DOT alcohol testing program.

(a) To conduct a confirmation test, you must use the EBT that has the following capabilities:

1) Provides a printed triplicate result (or three consecutive identical copies of a result) of each breath test;

2) Assigns a unique number to each completed test, which the BAT and employee can read before each test and which is printed on each copy of the result;

3) Prints, on each copy of the result, the manufacturer's name for the device, its serial number, and the time of the test;

4) Distinguishes alcohol from acetone at the 0.02 alcohol concentration level;

5) Tests an air blank; and

6) EBTs (Evidential Breath Tester's) shall be calibrated every thirty (30) days and after every positive reading.

K. There must be 24 hour per day availability of drug and alcohol testing for random, reasonable suspicion, and post-accident/post injury testing.

L. Upon request furnished qualified personnel to provide expert testimony for judicial and administrative proceedings. These personnel shall be able to testify to the following, and whether they were properly applied:

- Qualification of laboratory and its personnel
- Quality control procedures for each analytical method employed
- Overall laboratory policies and quality control procedures
- Procedure for transportation and storage of specimens
- Chain of custody of evidence
- Performance characteristics of each testing method used
- Detection limits for each methodology
- Physiological and chemical factor that form the basis for reliability of the test(s) for the substance at issue.

M. That all the drug testing laboratory results must be reviewed by a qualified MRO in accordance with the 49 CFR Subpart G, Part 40 and applicable DOT agency rules.

N. That the laboratory to be use shall have at a minimum the following qualifications:

- Licensed to do laboratory services/business in the State of Texas.
- Certification by the U.S. Department of Health & Human Services Substance Abuse and Mental Health Services Administration.
- DOT approved to meet HHS laboratory certification standards of Subpart C of Mandatory Guidelines for Federal Workplace Drug Testing Programs (59 FR 29916, 29925).

- Demonstrate ongoing implementation of HHS and DOT prescribed procedures and controls on accuracy and confidentiality of testing, reporting, record keeping and specimen handling.

O. Provide a Substance Abuse Professional (SAP) in accordance with DOT regulations procedures under 49 CFR Subpart O of Part 40.

P. Provide substance abuse training to all covered employees and must include:

a. A general education component
b. Training for all safety-sensitive employees
c. Training for all supervisors and/or other staff/officers authorized by the City to make reasonable suspicion determinations.

III. Confidentiality

Confidentiality of Data Records and case notes are recognized as confidential. The Contractor, its employees, agents or subcontractors:

a) Shall protect from unauthorized disclosure of names and other identifying information concerning persons either receiving services pursuant to this contract of persons whose names or identifying information become available or are disclosed to the Contractor, his/her employees, agents or subcontractors as a result of services performed under this agreement, except for statistical information not identifying any such person.

b) Shall not use such identifying information for any purpose other than carrying out a Contractor's obligations.

c) Shall promptly transmit to the City of Edinburg/Human Resources Department all requests for disclosure of such identifying information not emanating from the client of person, shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client, any such identifying information to anyone other than the City of Edinburg/Human Resources Department without prior written authorization from the City of Edinburg/Human Resources Department.

d) For the purposes of this agreement, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

IV. Previous Experience

Describe previous experience in performing pre-employment drug screening for government agencies or other similar sized institutions or agencies. Give five (5) business references including name of institution, phone number, and contact person.

V. Credentials of Staff

Explanation must detail the following:

a. Size of laboratory staff assigned to this proposed project (may include potential candidates but must be identified as such).

b. Credential of staff performing duties related this agreement.

c. Tenure (in years) of proposed staff assigned to this project.

d. Resume of senior laboratory staff assigned to project.

VI. Service Pre-Requisites & Requirements

1. No subcontractor or other service providers will be hired by selected CONTRACTOR in relation to its Contract with the City of Edinburg (CITY), without specific written approval from the CITY. The selected CONTRACTOR shall add no fees, charges or premiums in any amount in addition to the actual cost to that specified in the approved contract for any subcontractor services. Regardless of any CITY approval of a subcontract, the CITY shall in no event be obligated to any third party, including any subcontractor of PROPOSER for performance of work or services.
2. At any time while the Contract between selected CONTRACTOR and the CITY is in effect, shall assigned personnel become unavailable so as to unfavorable impact administration of said Contract, a competent replacement will be provided immediately.
3. The selected CONTRACTOR shall ensure the confidentiality of all information contained in medical records or other confidential source documents deemed essential for purposed of meeting objectives of this Proposal.
4. The selected CONTRACTOR will provide adequate internal control procedures to protect the CITY form financial loss, resulting from any aspect of administering the Contract.
5. At the CITY's request, the selected CONTRACTOR, shall allow the CITY or its designee to audit all or any files maintained by selected CONTRACTOR without notice.
6. The selected CONTRACTOR shall be available to attend meetings and make presentations as requested by the CITY.

VII. Preparation of proposal

1. Proposer is expected to examine this REQUEST FOR PROPOSAL (RFP) carefully, understand the terms and conditions for providing the pertinent services, and respond completely. Failure to do so may result in disqualification. Verbal questions and explanations are not permitted. Each PROPOSER shall submit proposals containing all information required by the RFP; in this regard, proposals should consist of the completed Attachments "A" (Ability to provide Services), and "B" (Drug and Alcohol Cost) provided in this RFP. Failure to respond to all portions of this RFP may result in

the PROPOSER's response being deemed non-responsive. Proposals must be signed by an officer or principal of the PROPOSAL, however, they may be signed by an agent if accompanied by written evidence of authority.

2. Proposals shall be received by 3:00 p.m., Monday, April 20, 2015 to the office of the City Secretary, at which time all proposals will be publicly opened. Proposals received after the deadline will be returned to sender unopened. The City of Edinburg is not responsible for problems with postal or delivery services.

   Quotes submitted via e-mail ***shall not*** be accepted.

3. Three (3) RFPs shall be submitted in sealed envelopes, one (1) original marked "ORIGINAL", and two (2) copies marked "COPY" and addressed to:

CITY OF EDINBURG
c/o City Secretary
415 West University
P.O. Box 1079
Edinburg, Texas 78540-1079

The envelope shall be clearly identified as follows:

DOT & Non-DOT Employee Drug & Alcohol Testing Services
RFP# 2015-015

4. The City of Edinburg hereby notifies all proposers that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, creed, color, national origin, sex, or disability as defined on 49 CFR Part 23, and as amended, in consideration of an award.

5. No Proposal may be withdrawn for a period of sixty (60) days after the time and submission of said proposal. A respondent may modify or withdraw the proposal at any time prior to the proposal due date by a written request, signed by the same person who signed the proposal.

6. City of Edinburg reserves the right to postpone the date and time for opening proposals through an addendum.

VIII. Proposal packet addenda & modifications: Any proposer in doubt as to the true meaning of any part of the specifications or other contact documents may request an interpretation thereof from the Purchasing Agent. At the request of the proposer, or in the event the City of Edinburg directors deems the interpretation

to be substantive, the interpretation will be made by written addendum issued by the Purchasing Agent. Such addendum will be sent to all proposer receiving binding effect as provisions of the original proposal. No verbal explanation or interpretations will be binding.

The City does not assume responsibility for the receipt of any addendum sent to proposers.

A copy of all addendum issued must be signed and returned with the proposal.

IX. Proposal Preparation Costs: Issuance of this Request for Proposal does not commit the City of Edinburg, in any way, to pay costs incurred in the preparation and submission of a proposal.

The issuance of this Request for Proposal (RFP) does not obligate the City of Edinburg to enter into contract for any services or equipment. All cost related to the preparation and the proposer shall pay submission of a proposal.

X. Trade secrets, Confidential Information and the Texas Public Information Act.: If you consider any portion of the proposal to be privileged or confidential by statue or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions.

Proposals will be opened in a manner that avoids disclosure of the contents to competing offers and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for inspection.

The City of Edinburg will honor your negotiations of the trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your proposal is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your proposal that you have marked as being confidential information, you will be notified of such request and you will be required to justify your legal position in writing to the Texas attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that the information is in fact not privileged and confidential under Section 552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requested.

XI. Proposals are to be signed by an officer of the company authorized to bind the submitter to its provisions. Proposal are to contain a statement indicating the

period during which the proposal will remain valid. A period of not less than **sixty (60) days required**. The proposal submitted by the proposer shall become an integral part of the contract between the City and the Proposer and the representations, covenants, and conditions therein contained shall be binding upon the person, firms or corporation executing the same.

Failure to manually sign proposal will disqualify it.

XII. Award of Contract: The City of Edinburg reserves the right to reject any or all proposals, reject any particular item on a proposal, and to waive immaterial formalities.

The City may, by written notice to contractor, cancel the contract if it is found by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by contractor or any agent or representative or contractor, to any employee or City Council member with a view toward securing an order or securing a favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such order.

All actions taken pursuant to this proposal and/or contract must be in compliance with all Federal and Texas State Laws and regulations.

The parties hereby agree that the agreement will be made and entered into the State of Texas and under the laws of the State of Texas.

XIII. Evaluation Process

The City will conduct a comprehensive evaluation of all proposals received in response to the RFP. The CITY will establish a Selection Committee comprised of staff members to perform such evaluation. Each proposal received will be analyzed to determine overall responsiveness and qualifications under the RFP; further, the Selection Committee may select proposing agency representative for an "in person" presentation. Criteria to be evaluated, not necessarily in order of priority, may include the items listed below. All proposals deemed non-responsive will be eliminated from further consideration. Final approval of a selected CONTRACTOR is subject to the action of the City of Edinburg Council.

A. Responsive to the Request for Proposal

1. 10 Points: Thoroughness of the proposal and completeness of requested information; clarity and conciseness.
2. 15 Points: Qualifications and experience of personnel assigned to work on the CITY account.
3. 10 Points: References and experience of applicant agency in performing duties outlined in the proposed agreement.

4. 10 Points: Security and confidentiality measures in place.
5. 10 Points: Turnaround time for results.
6. 30 Points: Price (see attachment B)
7. 15 Points: Staff Availability.

B. The extent of local and Disadvantaged Business Enterprise ("DBE").

The CITY may accept, within the time specified herein, any proposal in whole or in part, whether or not there are negotiations subsequent to its receipt. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of the CITY.

XIV. Award of Proposal

Submission and award of a contract shall be based on the "terms and conditions of this Request for Proposal". The contract period shall be one year from date of award; with an option to extend another 2 years.

Independent Contractor - it is expressly understood and agreed that the CONTRACTOR and all persons designated by it to provide service in connection with this Contract, is and shall be deemed to be independent contractor, responsible for its respective acts or omissions, and that the CITY shall in no way be responsible, therefore, neither party hereto has authority to bind the other or to hold out to third parties, that it has the authority to bind the other.

XV. Reservation of Rights:

The CITY reserves the right to:

- Reject any and all Proposals received
- Issue a subsequent RFP
- Cancel the entire RFP
- Remedy technical errors in the RFP process
- Negotiate with any, all or none of the respondents to the RFP
- Accept the written proposal as an offer
- Waive informalities and irregularities
- Accept one or more proposals

This RFP does not commit the CITY to enter into a Contract, nor does it obligate it to pay any costs incurred in preparation and submission of Proposal or in participation of a Contract.

Attachment A

City of Edinburg
Ability to Provide Services

Attachment "A"

ONLY THOSE PROPOSALS SUBMITTED ON THIS FORM WILL BE CONSIDERED. ALL OTHERS WILL BE REJECTED AND DISQUALIFIED.

Please answer the following questions regarding your organization and the ability to provide services hereunder. Each answer must be preceded with the text of the questions being answered. Failure to respond completely to any of these requests for information may result in rejection of the entire proposal.

1. State the name of your organization, home office address, address of local office, hours of operation, and the name address, telephone number, and title of the person whom CITY may contact regarding the proposal.

2. Is your organization affiliated with another company? If so, describe the "Affiliated" for the purpose of this RFP, means owned by another company, owned by a common controlling shareholder or interest holder.

3. Is the organization authorized to do business in the state of Texas (include tax/business ID# if applicable)?

4. Has the organization been involved in litigation within the last five (5) years? If the answer is yes, please explain fully, identifying the parties of all such litigation, the court in which the case was or is pending, and the status of resolution of the litigation.

5. Has the organization been involved in litigation with the CITY or filed a claim against the CITY within the past five (5) years? If so, explain outcome or disposition.

6. List those services that the organization anticipates subcontracting to other companies.

7. Does the organization anticipate any mergers, transfer of organization ownership, management reorganization, or departure of keys personnel within the next six (6) months that may affect the organization's ability to carry out its proposal?

8. Explain how the organization maintains security and confidential records?

9. Explain the process the city would have to follow to report an afterhours and onsite request.

10. Describe staffing availability for afterhours, on-site and holiday requests.

11. Provide the name of your insurance carriers; identify the specific type of coverage, policy limits. Policy number, and policy term.

_____
(Company Name)

_____
(Name – Print)

_____
(Signature) (Date)

_____
(Title)

Attachment B

City of Edinburg
Drug & Alcohol Testing Service Cost

Attachment "B"

Diagnostic Procedures	Estimated# of Requests	Specify Price Per test request	Specify price per test request
Drug Testing (urine) DOT & Non-DOT (including MRO) Reasonable suspicion, post-accident, pre-employment, and random.	960+ per year	Price per-DOT 5 Panel $_____ Price per Non-DOT 10 panel $_____	Price per Confirmation Test DOT 5 Panel $_____ Price per Non-DOT 10 panel $_____
Breath Alcohol (intoxilizer) Test DOT & Non-DOT, Reasonable Suspicion, Post Accident, Pre-employment, and random.	50+ per year		
On-site service	Various	$_____	
After hours service	Various	$ _____	
Administrative Fee/Record Keeping only pertaining to computer based Random List Generation.	Various on number of safety sensitive employees) monthly or quarterly.	$_____	

On all other miscellaneous (currently in your catalog) lab test, not listed, City of Edinburg will receive _____% over your cost price.

On all new (not in the catalog as yet) miscellaneous lab test, not listed, City of Edinburg will receive _____% over your cost price.

All prices and percentages must include all laboratory services and related feels, as well as all pick-up fees.

Company Name: _____ Date ___/___/___

Company's Rep. Name: _____

Company's Rep. Signature: _____

Company Address: _____

Telephone#: _____ Fax#: _____

CERTIFICATION STATEMENT

IMPORTANT:

In order for your quote to receive consideration, you must complete the certification statement below acknowledging that you have full knowledge of the requirements for providing these services to the City of Edinburg.

The undersigned does hereby declare that they have read the specifications for quoting the Drug & Alcohol Testing and with full knowledge of the requirements, does hereby agree to furnish the adequate insurance coverage for their facility in full accordance with the specifications and requirements.

I certify that _____ and its response complies with
(Name of Company/Organization)
these specifications.

_____
Authorized Signature

_____
Type/Print Name

_____
Title

_____
Date

NON-COLLUSIVE QUOTE CERTIFICATE

By submission of this quote, the BIDDER certifies that:

(a) This proposal has been independently arrived at without collusion with any other bidder or with any competitor;

(b) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to submittal of the quotes for this project, to any other bidder, competitor or potential competitor;

(c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a quote;

(d) The person signing this quote certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf.

_____
Authorized Signature

_____
Type/Print Name

_____
Title

_____
Name of Company/Organization

_____
Date

Evaluation Score Sheet

Evaluator Name: _____

Date of evaluation: ___/___/___

Name of Evaluator:	**Max Points**
1. Thoroughness of the proposal and completeness of requested information; clarity and conciseness.	10
2. Qualifications and experience of personnel assigned to work on the CITY account.	15
3. References and experience of applicant agency in performing duties outlined in the proposed agreement.	10
4. Security and confidentiality measures in place.	10
5. Turnaround time for results.	10
6. Price (see attachment "B")	30
7. Staff Availability	15
Total Points	**100**