

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
Occupational Health Centers of the Southwest PA, dba Concentra Medical Centers
 (“Contractor”)
for
Drug & Alcohol Testing Services
MA 5800 NA180000125**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Concentra Medical Centers having offices at 5080 Spectrum Drive, Suite 1200W, Addison, TX 75001 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP 5800 EAD0134REBID.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City’s Solicitation, Request for Proposal (RFP), 5800 EAD0134REBID including all documents incorporated by reference
- 1.1.3 Concentra’s Offer, dated March 22, 2018, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor’s Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect on August 1, 2018 for an initial term of thirty-six (36) months and may be extended thereafter for up to two (2) twelve (12) month extension option(s), subject to the approval of the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$176,760 for the initial Contract term and \$58,920 for each extension option, for a total contract amount Not-to-Exceed \$294,600. Payment shall be made upon successful completion of services outlined in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

1.6 Clarifications and Additional Agreements. The following are incorporated into the Contract.

1.6.1 Section 0630 Exceptions – the City accepts the exceptions agreed to during the Best and Final Offer, labeled as Exhibit A.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

Occupational Health Centers of the Southeast,
P.A., d/b/a CONCENTRA MEDICAL CENTERS

CITY OF AUSTIN

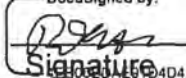
Robert G. Hassett, DO, MPH

Erin D'Vincent

Printed Name of Authorized Person

Printed Name of Authorized Person

DocuSigned by:


Signature



Signature

President, Treasurer and Corporate Secretary

Procurement Specialist IV

Title:

Title:

5/18/2018

5.21.18

Date:

Date:



**CITY OF AUSTIN
PURCHASING OFFICE
EXCEPTIONS**

Solicitation Number: RFP 5800 EAD0134REBID

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. Complete the exception information indicating each exception taken, provide alternative language, and justify the alternative language. Copies of this form may be utilized if additional pages are needed.

Failure to agree to the standard contract terms may result in the City choosing to move forward with an award of a contract to the next best Offeror.

The City, at its sole discretion, may negotiate exceptions that do not result in material deviations from the sections contained in the solicitation documents. Material deviations as determined by the City may result in the City deeming the Offer non-responsive. The Offeror that is awarded the contract shall be required to sign the contract with the provisions accepted or negotiated.

- 0300 Standard Purchase Terms & Conditions**
X 0400 Supplemental Purchase Provisions
0500 Scope of Work
0635 Performance Measures Form

Page Number 21

Section Number 9

Section Description ECONOMIC PRICE ADJUSTMENT

Alternative Language:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date (or any date 60 days prior to the anniversary date) of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed ten percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

- 0300 Standard Purchase Terms & Conditions**
X 0400 Supplemental Purchase Provisions
0500 Scope of Work
0635 Performance Measures Form

Page Number 23

Section Number 4.0

Section Description CONTRACTOR SITE REQUIREMENTS

Alternative Language:

- services 24-hours a day, 7 days a week, 365 days a year.
- 4.6 All necessary equipment, personnel, and materials for testing shall be provided or arranged for by the Contractor at the location(s) where testing is conducted.

Justification:

Concentra will utilize third-party vendors with whom it has formed relationships to perform certain of the duties set forth in the agreement.

0300 Standard Purchase Terms & Conditions
0400 Supplemental Purchase Provisions
X 0500 Scope of Work
0635 Performance Measures Form

Page Number 26

Section Number 9.0

Section Description CONTRACTOR RANDOM TESTING SELECTION REQUIREMENTS

Alternative Language:

As noted in article 3.4 of this Scope of Work, the Contractor shall be required to establish or arrange via third parties for a selection process for determining what employees will be pulled on a monthly basis for the Federal Motor Carrier Administration's (FMCSA) required random testing program.

Justification:

Concentra will utilize third-party vendors with whom it has formed relationships to perform certain of the duties set forth in the agreement.

0300 Standard Purchase Terms & Conditions
0400 Supplemental Purchase Provisions
X 0500 Scope of Work
0635 Performance Measures Form

Page Number 26

Section Number 10.0

Section Description REQUIRED EXPERT WITNESS

Alternative Language:

Expert witness rates will be established by the parties. Any travel associated with expert witness requirements shall be paid by the City.

Justification:

Concentra requests that any travel expenses be paid separately.



Request for Proposal

Drug and Alcohol Testing REBID

Solicitation No: RFP 5800 EAD0134REBID

PRESENTED TO
City of Austin

DUE:
March 29, 2018
2:00 p.m. CT

PRESENTED BY



Lori Morris, MBA
Senior Key Account Manager
10200 N Broadway
San Antonio, TX 78217
Phone: 210.452.7526
Email: lori_morris@concentra.com

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March 29, 2018

Erin D'Vincent
Procurement Specialist IV
City of Austin
124 W 8th Street, Room 308
Austin, Texas 78701

Reference: Drug and Alcohol Testing REBID, Solicitation No. RFP 5800 EAD0134REBID

Dear Ms. D'Vincent:

In response to the Request for Proposal (RFP) Solicitation No. RFP 5800 EAD0134REBID, Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers (Concentra), submits our response to provide drug and alcohol testing services to the City of Austin (City). Concentra's proposal includes our response to the City's RFP specifications and relevant attachments.

As the incumbent provider for the existing contract, Concentra values our role as the City's occupational health partner for drug and alcohol testing services. If selected to continue the provision of services under the resulting agreement, Concentra's leadership and staff will remain committed to treating the City's employees to a welcoming and respectful patient experience and assisting the organization reach its health goals.

Lori Morris, senior key account manager, will serve as the initial contact and liaison between the City and Concentra. Should you have any questions or concerns regarding our response, please contact Ms. Morris via phone: 210.452.7526 or email: lori_morris@concentra.com.

Concentra affirms that:

- All information contained herein is current, complete, accurate, and remains valid for 180 days following the due date, March 29, 2018.
- The City anticipates a contract term of 36 months with two 12-month renewals.
- We are in receipt of Addendum 1, dated March 8, 2018 and Addendum 2, dated March 20, 2018.

Concentra values the City's consideration of our response. We are confident when the City considers our direct experience, national footprint, and account management strategy, Concentra will emerge as the continued optimate partner for the City. We look forward to the opportunity to continue serving as the preferred drug and alcohol testing partner to City of Austin and its employees.

Respectfully submitted,

Robert G. Hassett, DO, MPH
Director, President, Secretary, and Treasurer
Occupational Health Centers of the Southwest P.A. d/b/a Concentra Medical Centers

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Section I

Tab 1 – City of Austin Purchasing Office Documents

We include the following completed and signed documents, immediately following this page:

- A – Signed Offer Sheet
- B – Section 0605 Local Business Presence Identification Form
- C – Section 0630 Exceptions
- D – Section 0800 Non-Discrimination and Non-Retaliation Certification
- E – Section 0815 Living Wages Contractor Certification
- F – Section 0835 Nonresident Bidder Provisions
- G – Section 0840 Service-Disabled Veteran Business Enterprise
- H – Section 0900 Subcontracting/Sub-consulting Utilization Form
- I – Section 0905 Subcontracting/Sub-consulting Utilization Plan

Please note, we also include the completed and signed addenda as J – Signed Addenda and the certificate of insurance as K - Certificate of Insurance, both immediately following the end of the I - Section 0905 Subcontracting/Sub-consulting Utilization Plan.

A – Signed Offer Sheet

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Occupational Health Centers of the Southwest PA d/b/a Concentra Medical Centers

Company Address: 5080 Spectrum Drive, Suite 1200W

City, State, Zip: Addison, Texas 75001

Federal Tax ID No.

Printed Name of Officer or Authorized Representative: Robert G. Hassett, DO, MPH

Title: President, Treasurer, and Corporate Secretary

Signature of Officer or Authorized Representative: 

Date: March 22, 2018

Email Address: lori_morris@concentra.com (Contact email)

Phone Number: 800.232.3500

*** Proposal response must be submitted with this signed Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

- A. General Requirements.
 - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
 - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to erin.dvincent@austintexas.gov no later than close of business at least seven (7) business days before solicitation due date.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

OR

PURInsuranceCompliance@austintexas.gov

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
- (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv. **Professional Liability Insurance.** The Contractor shall provide coverage, at a minimum limit of \$1,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. TERM OF CONTRACT:

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of thirty-six (36) months. The Contract may be extended beyond the initial term for up to two (2) additional twelve (12) month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

- 4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Human Resources
Attn:	Accounts Payable
Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78767

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

6. **PUBLISHED PRICE LISTS:**

- A. Offerors may quote using published price lists in the following ways:
- i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
 - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

7. **LIVING WAGES:**

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

The City's Living Wage Program, Rule R161-17.14, is located at:

<http://www.austintexas.gov/edims/document.cfm?id=277854>

- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$14.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$14.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.
- F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

8. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

9. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed ten percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % of Base Price: 100%	
Database Name: Producer Price Index	
Series ID: pcu6215116215112	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Medical laboratory services	

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

This Index shall apply to the following items of the Rate Sheet: All
--

- E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

10. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

11. **DEBRIEFINGS:** Any Offeror to this solicitation may request a debriefing starting at the date of contract execution of the successful contract, up until 30 calendar days after the contract has been fully executed. Accepting debriefing requests after 30 days of contract execution will be at the sole discretion of the City. Debriefings will be scheduled at the availability of the authorized point of contact and will focus specifically on the offer submitted by the Offeror.

12. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Brendan Rumph

512-974-3270

Brendan.Rumph@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

Scope of Work

SOLICITATION NO. RFP 5800 EAD1034REBID
Description: Drug & Alcohol Testing Services

1.0 Purpose

The City of Austin (City) seeks to contract for a drug and alcohol testing program for non-uniformed City employees operating Commercial Motor vehicles on City business. Services shall be compliant with the Department of Transportation Regulations (DOT) and 49 CFR, parts 40 and 382 issued under the Omnibus Transportation Employee Testing Act of 1991. http://www.dot.gov/sites/dot.dev/files/docs/PART40_2012.pdf.

2.0 Background

The City of Austin employs approximately 1,300 commercial motor vehicle drivers in multiple City departments. The drug and alcohol testing program will include all employees who at any given time, may be required to operate city owned or leased Commercial Motor vehicles. Covered employees are subject to a urine analysis, as well as a chemical breath test for alcohol, as detailed in 49 CFR Part 382. Testing procedures shall conform to those outlined in 49 CFR Part 40.

3.0 Contractor Responsibilities

- 3.1 The Contractor shall comply with all applicable Federal and State testing requirements.
- 3.2 The Contractor shall establish and maintain a "chain of custody" procedure that complies with Federal Regulations, 49 CFR Part 40 in the transfer of samples and necessary forms to the certified laboratory.
- 3.3 The Contractor shall contract with a Federal Department of Health and Human Services' National Laboratory Certification Program (NLCP) certified laboratory for testing. HHS-Certified Instrumental Initial Testing Facilities are not authorized for use in DOT drug testing programs, and cannot be considered for this contract <https://www.transportation.gov/odapc/labs>
- 3.4 The Contractor shall establish an internal procedure for random testing of certain City employees on a monthly basis.
- 3.5 The Contractor shall provide specimen collection services, laboratory services, medical review officer services, and record keeping and data collection consistent with the requirements of Part 40 and Part 382 of Title 49.
- 3.6 The Contractor shall arrange for a courier service to pick-up and transfer said specimens from the collection site to the federally approved laboratory.

4.0 Contractor Site Requirements

- 4.1 The Contractor shall have a minimum of two physical, non-mobile collection sites that are capable of handling all required tests, with three or more sites being preferred.
- 4.2 Each site shall have adequate parking available for automobiles, utility trucks, sanitation vehicles, etc. so that City drivers do not have to park on the street or in any location not the Contractor's specified parking lot.
- 4.3 Each site shall provide adequate light in parking area for City employees, ambulances, motorcycles, and delivery vans.
- 4.4 Each site shall be in compliance with the Americans with Disabilities Act (ADA). http://www.ada.gov/regs2010/titleIII_2010/titleIII_2010_regulations.htm
- 4.5 The Contractor shall have a mobile unit or equivalent capability for accident site and/or work site testing.
 - a. The Mobile Unit shall be available on an as-needed basis 24 hours a day, 7 days a week, and 365 days a year.
 - b. The Mobile Unit should be able to respond to Post Accident and Reasonable Suspicion testing requests and conduct the required testing within 1 hour, but shall take no more than 2 hours from notification by the Contract Manager of the need for testing.
 - c. As a preferred service, the Contractor will engage one or more mobile units on pre-arranged Random testing dates to conduct on-site testing at one or more City facilities.
- 4.6 The Contractor shall provide specimen collection and alcohol testing services 24-hours a day, 7 days a week, 365 days a year.
- 4.7 All necessary equipment, personnel, and materials for testing shall be provided by the Contractor at the location(s) where testing is conducted.

Scope of Work
SOLICITATION NO. RFP 5800 EAD1034REBID
Description: Drug & Alcohol Testing Services

- 4.8 Facilities shall provide visual and aural privacy to the individual being tested to prevent unauthorized persons from seeing or hearing test results.

5.0 Contractor Testing Requirements

5.1 Alcohol Testing

All Alcohol testing shall be conducted by a breath testing process as outlined in 49 CFR 40.

- 5.1.1 Only evidential breath testing (EBT) devices listed on the National Highway Traffic Safety Administration (NHTSA) conforming products list (CPL) and meet the requirements for confirmation testing shall be used. <https://www.transportation.gov/odapc/approved-evidential-breath-testing-devices>
- 5.1.2 Only trained breath alcohol technicians as defined by the DOT shall conduct alcohol testing in accordance with DOT guidelines.
- 5.1.3 Alcohol testing may be included in post-accident testing, random testing, reasonable suspicion testing, return to duty testing, and follow up testing.
- 5.1.4 Test results shall be available immediately to the City following the breath alcohol test.

5.2 Drug Testing

All Drug testing shall be conducted by a urine specimen collection process as outlined in 49 CFR 40.

- 5.2.1 Only urine collections kits conforming to Appendix A of Part 40 shall be used in any urine collection administered.
<https://www.transportation.gov/odapc/part40/Appendix-A>
- 5.2.2 Only trained urine collection personnel as defined by the DOT shall conduct urine collections in accordance with DOT guidelines.
- 5.2.3 Split sample method in accordance with Department of Health and Human Services (DHHS) regulations.
- 5.2.4 Direct observation shall not be a part of the urine collection process except as required by DOT regulation.
- 5.2.5 For directly observed collections, Contractor's personnel shall be of the same gender as the person being tested.
- 5.2.6 All collected specimens shall be sent by the Contractor to the Lab for processing within 24 hours of collection.

6.0 Contractor Lab Analysis Requirements

All urine specimens sent to the lab for analysis will follow the procedures and requirements outlined in 49 CFR 40.

- 6.1 All laboratory analysis shall be provided in accordance with all current DOT regulations and the DHHS procedures and remain current and in compliance throughout the entire term of the contract.
- 6.2 A Five (5) Panel Split Sample Drug Screen in accordance with DOT Regulation, to include
 - a) Marijuana metabolites
 - b) Cocaine metabolites
 - c) Amphetamines
 - d) Opioids
 - e) Phencyclidine (PCP)
- 6.3 Urine analysis shall be conducted with an initial immunoassay screen to eliminate negative urine specimens from further analysis.
- 6.4 Positive screen results shall be confirmed by conducting gas chromatography/mass spectrometry (GC/MS) method of analysis.
- 6.5 The same laboratory shall accomplish primary screening and positive confirmatory testing. A different laboratory, certified by the DHHS, as directed by the Medical Review Officer (MRO) shall conduct Split Sample Testing.
- 6.6 Retainage of split urine specimen shall be maintained in frozen storage for sixty (60) days from the date on which the laboratory acquires it.
- 6.7 The Lab shall provide the MRO all Lab results within twenty-four (24) hours.
- 6.8 The Lab shall provide proper documentation and storage of test results to ensure protection to samples.

Scope of Work
SOLICITATION NO. RFP 5800 EAD1034REBID
Description: Drug & Alcohol Testing Services

7.0 Contractor Medical Review Officer (MRO) Requirements

- 7.1 The Contractor shall provide medical review services by an American Association of Medical Review Officers certified MRO.
- 7.2 The MRO shall be a licensed physician (Doctor of Medicine or Doctor of Osteopathy) who will be responsible for receiving laboratory results generated by the City's alcohol and drug testing program.
- 7.3 The MRO shall be experienced in substance abuse disorders and have appropriate medical training to interpret and evaluate an individual's results, including detailed knowledge of alternative medical explanations for laboratory results.
- 7.4 The MRO shall be responsible for contacting the employee to obtain additional medical information, if required.
- 7.5 The MRO shall be responsible for investigating information, reviewing same, and making a determination as to the positive or negative status of the substance use.
- 7.6 The MRO shall perform themselves, or provide instruction to the employee's physician regarding, the physical examination of the employee, as necessary to provide evaluations as required by the DOT.
- 7.7 The Contractor shall provide written proof of the qualifications of the MRO. Proof shall include medical degree(s), licenses and certifications, and years of experience with the proposal response.
- 7.8 The Contractor shall provide procedures used to report MRO-verified negative and positive test results.
- 7.9 The MRO shall provide hearing documentation when requested by the City.
- 7.10 The Contractor shall submit information documenting the percentage of time the MRO maintains a medical practice apart from his/her responsibilities as an MRO with the proposal response.
- 7.11 To be consistent with Federal Regulations and to avoid a potential conflict of interest, the MRO cannot be an employee of the testing laboratory conducting the drug tests. The MRO shall not enter into any relationship with an employer's laboratory that creates a conflict of interest or the appearance of a conflict of interest with their responsibilities to said employer. The MRO may not derive any financial benefit by having an employer use a particular laboratory.

8.0 Test Requirements by Type

The Contractor shall be responsible for conducting tests according to their types as defined in Parts 382 and Part 40.

- 8.1 Pre-employment testing shall consist of a urine drug test collection only. These tests will be scheduled by the Contract Manager according to the notification process mutually agreed upon with the Contractor.
- 8.2 Reasonable suspicion testing shall consist of a urine drug test and possibly a breath alcohol test. The Contractor shall conduct the required testing within 1 hour as the normative expectation, and shall take no more than 2 hours from notification by the Contract Manager of the need for testing.
- 8.3 Post-accident testing shall consist of a urine drug test and possibly a breath alcohol test. The Contractor shall conduct the required testing within 1 hour as the normative expectation, and shall take no more than 2 hours from notification by the Contract Manager of the need for testing.
- 8.4 Random testing shall consist of a urine drug test and possibly a breath alcohol test as determined by the randomized draw. These tests will be scheduled by the Contract Manager according to the notification process mutually agreed upon with the Contractor.
- 8.5 Return to Duty testing shall always be collected under direct observation per regulation, and will consist of a urine drug test and possibly a breath alcohol test. These tests will be scheduled by the Contract Manager according to the notification process mutually agreed upon with the Contractor.
- 8.6 Follow-Up testing shall always be collected under direct observation per regulation, and will consist of a urine drug test and possibly a breath alcohol test. These tests will be scheduled by the Contract Manager according to the notification process mutually agreed upon with the Contractor.

9.0 Contractor Random Testing Selection Requirements

Scope of Work
SOLICITATION NO. RFP 5800 EAD1034REBID
Description: Drug & Alcohol Testing Services

As noted in article 3.4 of this Scope of Work, the Contractor shall be required to establish a selection process for determining what employees will be pulled on a monthly basis for the Federal Motor Carrier Administration's (FMCSA) required random testing program.

- 9.1 The Contractor shall provide an approved scientific method for random selection of employees, including one database for employees who are eligible for random testing, ten (10) days after contract execution date, to be drawn for testing on a monthly basis.
- 9.2 The Contract Manager will provide an updated, electronic employee list to the Contractor each month.
- 9.3 Upon request from the Contract Manager, random lists, using Microsoft Excel compatible software, shall be generated by the Contractor and electronically forwarded to the Contract Manager according to numerical needs.
- 9.4 Upon request, the Contractor shall provide database information to the City for verification of current employees in each database. The City will provide the vendor changes to the database as they occur or at a minimum on a monthly basis.
- 9.5 Record of employee selection for random testing shall be maintained by the Contractor and available at any time upon request.

10.0 Required Expert Witnesses

In the event of an administrative hearing or legal action related to this testing process as allowed by DOT regulation, the Contractor shall be required to provide expert witness testimony as formally requested, to include:

- 10.1 Medical Review Officer (MRO)
- 10.2 Collection/Breath Alcohol Technician
- 10.3 Other personnel as needed

Rates for expert witnesses are all inclusive (shall include travel time and mileage), and the rates will be paid for actual expert witness time only.

Although these services are required if requested by the City, to date, they have not been utilized.

11.0 Record Keeping, Data Collection, and Management Reporting

- 11.1 The Contractor shall provide the City all required reports including any reports mandated by Federal Regulations governing the drug and alcohol testing program.
- 11.2 The Contractor shall be required to maintain all records, including confidential records, concerning the collection and test results for the appropriate time period as established in the Federal Regulations or should state law require a longer period for record retention, the latter shall be the standard operating procedure.
- 11.3 The Contractor shall provide the Contract Manager, a monthly summary of all test results conducted, the outcome of those results, and any other pertinent data that is deemed appropriate by the City.
- 11.4 The Contractor shall provide within forty-eight hours, updates on any report required by the City.
- 11.5 All reports shall be made available to the Contract Manager electronically.
- 11.6 Contractor shall provide the Contract Manager test results and completed chain of custody forms signed by the MRO upon completion of test results review as required by Federal Regulation and Texas State law.

12.0 Communications and Confidentiality

- 12.1 In addition to providing written correspondence and reports required by the City to meet compliance of Federal Regulations and State requirements, the Contractor shall also provide:
 - a. A secure fax machine, electronic, or telephonic means to provide confidential information on employee's drug and alcohol test results, with 24/7/365 availability.
 - b. A Single Point of Contact for the City to escalate issues arising from breakdowns in the testing process or in obtaining timely results.
 - c. All individual test results will be reported to the Contract Manager within 24 hours of

Scope of Work
SOLICITATION NO. RFP 5800 EAD1034REBID
Description: Drug & Alcohol Testing Services

their verification by the MRO.

- 12.2 To protect the individual, all records that are maintained by the vendor or its sub-Contractors shall be kept confidential. Any violation may result in the Contractor being held liable by the City of Austin and the individual, whose record was disclosed.

13.0 Quality Assurance Requirements

- 13.1 Quarterly, the Contractor shall provide a report indicating the percentage of error in all labs used for urinalysis to the Contract Manager.
- 13.2 The Contract Manager shall monitor performance as outlined in Section 0630 Performance Measures. After occurrence of non-performance, the City reserves the right to terminate the Contract with cause.

14.0 Miscellaneous Information

- 14.1 The City reserves the right to add additional drug screening tests and requirements as needed or changes are made to rules and/or regulations.
- 14.2 The Contract Manager may request a site visit at any time to verify compliance with all DOT and HHSD regulations. The Contractor shall cooperate and make all requested paperwork available for review.
- 14.3 The Contractor shall provide a business continuity plan describing their ability to maintain program services in the event of a business disruption to their facilities for an extended period of time due to a catastrophic event such as fire, flood, power or network outages, etc.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP 5800 EAD0134REBID**

1. PROPOSAL FORMAT:

Submit one original paper copy and an electronic copy of the original proposal in PDF version on five separate flash drives. The original proposal shall contain ink signatures and shall be typed on standard 8 1/2" X 11" paper, double-sided, and have consecutively numbered pages.

The proposal itself shall be organized in the following format and informational sequence. Use tabs to divide each part of the Proposal and include a Table of Contents:

Section I

Tab 1 – City of Austin Purchasing Office Documents - Complete and submit the following documents in Tab 1:

- A. Signed Offer Sheet
- B. Section 0605 Local Business Presence Identification Form
- C. Section 0630 Exceptions
- D. Section 0800 Non-Discrimination and Non-Retaliation Certification
- E. Section 0815 Living Wages Contractor Certification
- F. Section 0835 Nonresident Bidder Provisions
- G. Section 0840 Service-Disabled Veteran Business Enterprise
- H. Section 0900 Subcontracting/Sub-consulting Utilization Form
- I. Section 0905 Subcontracting/Sub-consulting Utilization Plan

Tab 2 – Authorized Negotiator: Include name, mailing address, email address, and telephone number of the officer or other representative in your organization authorized to negotiate and execute binding contract terms.

Tab 3 – References: Provide a list of three (3) current or previous clients with over 200 employees who require annual drug and alcohol testing. All client reference information must be documented and verifiable. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up. References shall include the following:

- Agency/Company
- Number of employees drug and alcohol tested annually
- Year contract was awarded and length of contract
- Agency contract manager
- Title
- Direct telephone number
- Email address

Tab 4 – Executive Summary: Proposer shall provide an Executive Summary of three (3) pages or less, in brief, concise terms, a summation of the proposal. Include the number of years your company has been in business, a summary of your company's history and experience, and how your organization will exceed the performance of other vendors in relation to the scope of work. Please also address how your organization will serve the City of Austin's needs relative to the needs of your other clients.

Tab 5 – Personnel: Provide a general explanation and organization chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If the use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP 5800 EAD0134REBID**

Identify all key persons and their title, including the MRO and account manager, who will be assigned to the City of Austin and include the following:

- A. The number of clients they are responsible for
- B. Percentage of time they will be allocated to the City of Austin
- C. Office location
- D. Resumes
- E. MRO Medical Degree/Certifications/Licenses and number of years of experience as an MRO

Tab 6 – Compliance to Requirements: Starting with Item 3.0 and ending with Item 13.2 in Section 0500 Scope of Work, detail out how your company will comply and/or exceed the requirements of the Scope of Work.

Tab 7 – Human Resource Department Required Forms/Documents: Fill out the following forms and place them in this tab.

- A. Section 0635 Performance Measures Form
- B. Federal Department of Health and Human Services' National Laboratory Certification Program (NLCP) laboratory certification

Section II

Price Proposal - Complete and submit Section 0610 Rate Sheet. Fill in any of the sections that are applicable to the plan(s) your company is proposing. If pricing for these services are not submitted on Section 0610 Design Rate Sheet, then the Offeror may be deemed nonresponsive.

Section III

Proposal Acceptance Period: All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

Proprietary & Confidential Information: All material submitted to the City becomes public property and is subject to Texas Open Records Act upon receipt. If a respondent does not desire proprietary or confidential information in the submission to be disclosed, each page must be identified and marked proprietary or confidential at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary or confidential information will result in all unmarked sections being deemed non-proprietary or non-confidential and available upon public request.

Proposal Preparation Costs: All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a Proposal which may be required by the City shall be the sole responsibility of the Proposer.

Compliance: The Proposer agrees to compliance with terms of this Request for Proposal (RFP) and with all applicable rules and regulations of Federal, State, and Local governing entities.

Service-Disabled Veteran Business Enterprise ("SDVBE"): Pursuant to the interim Service-Disabled Veteran Business Enterprise (SDVBE) Program, Offerors submitting proposals in response to a Request for Proposals shall receive a three point (3 percent) preference if the Offeror, at the same time the proposal is submitted, is certified by the State of Texas, Comptroller of Public Accounts as a Historically Underutilized Business and is a Service-Disabled Veteran Business Enterprise. This preference does not apply to subcontractors. To receive this preference, Offerors shall complete the enclosed Section 0840 Service-

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP 5800 EAD0134REBID**

Disabled Veterans Business Enterprise Preference Form, in accordance with the Additional Solicitation Instructions included therein.

Section IV

EVALUATION FACTORS AND AWARD:

A. Competitive Selection: This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. Evaluation Factors: All Proposals will be evaluated based on the following criteria and rankings.
Maximum 100 points.

- 1. Compliance to Requirements** – Reference Section I, Tab 6 and Tab 7 **(42 points)**
- 2. Price Proposal:** Whichever Offeror offers the City the most competitive price will be awarded the maximum amount of points. Remaining points will be distributed on a pro-rated basis – Reference Section II **(25 points)**
- 3. Applicable Experience** – reference Section I, Tab 3 and Tab 5 **(20 points)**
- 4. Service-Disabled Veteran Business Enterprise** – reference Section 0840 SDVBE Contractor Certification **(Maximum 3 points)**
- 4. Local Business Presence: (Maximum 10 points)**

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

Presentations, Demonstrations Optional. The City will score proposals on the basis of the criteria listed above. The City may select a "short list" of Proposers based on those scores. "Short-listed" Proposers may be invited for presentations, or demonstrations with the City. The City reserves the right to re-score "short-listed" proposals as a result, and to make award recommendations on that basis.

B – Section 0605
Local Business Presence
Identification Form

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Occupational Health Centers of the Southwest PA d/b/a Concentra Medical Centers	
Physical Address	10001 South IH-35, Suite 300, Austin, Texas 78747 (Branch Office Location)	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<input checked="" type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	<input checked="" type="radio"/> Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	ARCPPoint Labs of San Antonio and Austin	
Physical Address	Fountain Park Plaza II, 2900 IH-35, Ste. 110, Austin, Texas 78704	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	<input checked="" type="radio"/> Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	<input type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	<input type="radio"/> Yes	<input type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input type="radio"/> Yes	<input type="radio"/> No

C – Section 0630

Exceptions



**CITY OF AUSTIN
PURCHASING OFFICE
EXCEPTIONS**

Solicitation Number: RFP 5800 EAD0134REBID

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. Complete the exception information indicating each exception taken, provide alternative language, and justify the alternative language. Copies of this form may be utilized if additional pages are needed.

Failure to agree to the standard contract terms may result in the City choosing to move forward with an award of a contract to the next best Offeror.

The City, at its sole discretion, may negotiate exceptions that do not result in material deviations from the sections contained in the solicitation documents. Material deviations as determined by the City may result in the City deeming the Offer non-responsive. The Offeror that is awarded the contract shall be required to sign the contract with the provisions accepted or negotiated.

Indicate:

- 0300 Standard Purchase Terms & Conditions**
X 0400 Supplemental Purchase Provisions
0500 Scope of Work
0635 Performance Measures Form

Page Number 18

Section Number 3

Section Description TERM OF CONTRACT

Alternative Language:

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of thirty-six (36) months. The Contract may be extended beyond the initial term for up to two (2) additional twelve (12) month periods at the ~~City's sole option~~ mutual agreement of the parties. If the parties ~~City~~ exercises any extension option, all terms, conditions, and provisions of the Contract shall ~~remain in effect~~ be negotiated for that extension period, subject ~~only~~ to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed ~~120~~ 90 days unless mutually agreed on in writing).
- C. ~~Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.~~ Reserved.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to ~~the Economic Price Adjustment provisions of this Contract~~ increase.

Justification

Concentra requests that the parties mutually agree to any extension of the Services.

- 0300 Standard Purchase Terms & Conditions
- X 0400 Supplemental Purchase Provisions
- 0500 Scope of Work
- 0635 Performance Measures Form

Page Number 21

Section Number 9

Section Description ECONOMIC PRICE ADJUSTMENT

Alternative Language:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, ~~in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein.~~ the prices shall increase annually by five percent (5%). The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed ten percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** ~~Approved p~~Price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** ~~A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.~~

Justification:

Concentra requests a set annual increase to ensure that the Services can be performed in a manner and at a cost mutually acceptable to the parties.

- 0300 Standard Purchase Terms & Conditions
- X 0400 Supplemental Purchase Provisions
- 0500 Scope of Work
- 0635 Performance Measures Form

Page Number 23

Section Number 4.0

Section Description CONTRACTOR SITE REQUIREMENTS

Alternative Language:

- 4.5 The Contractor shall provide or arrange for specimen collection and alcohol testing services 24-hours a day, 7 days a week, 365 days a year.
- 4.6 All necessary equipment, personnel, and materials for testing shall be provided or arranged for by the Contractor at the location(s) where testing is conducted.

Justification:

Concentra will utilize third-party vendors with whom it has formed relationships to perform certain of the duties set forth in the agreement.

0300 Standard Purchase Terms & Conditions
0400 Supplemental Purchase Provisions
X 0500 Scope of Work
0635 Performance Measures Form

Page Number 24
Section Number 6.0
Section Description CONTRACTOR LAB ANALYSIS REQUIREMENTS
Alternative Language:

6.1 The Lab shall [make best efforts to](#) provide the MRO all Lab results within twenty-four (24) hours.

Justification:

Concentra cannot guarantee MRO results within a certain time, due to issues that can arise outside of Concentra's or the MRO's control.

0300 Standard Purchase Terms & Conditions
0400 Supplemental Purchase Provisions
X 0500 Scope of Work
0635 Performance Measures Form

Page Number 26
Section Number 9.0
Section Description CONTRACTOR RANDOM TESTING SELECTION REQUIREMENTS
Alternative Language:

As noted in article 3.4 of this Scope of Work, the Contractor shall be required to establish [or arrange via third parties for](#) a selection process for determining what employees will be pulled on a monthly basis for the Federal Motor Carrier Administration's (FMCSA) required random testing program.

Justification:

Concentra will utilize third-party vendors with whom it has formed relationships to perform certain of the duties set forth in the agreement.

0300 Standard Purchase Terms & Conditions
0400 Supplemental Purchase Provisions
X 0500 Scope of Work
0635 Performance Measures Form

Page Number 26
Section Number 10.0
Section Description REQUIRED EXPERT WITNESS
Alternative Language:

~~Rates for expert witnesses are all inclusive (shall include travel time and mileage), and the rates will be paid for actual expert witness time only.~~ [Expert witness rates will be established by the parties. Any travel associated with expert witness requirements shall be paid by the City.](#)

Justification:

Concentra requests that any travel expenses be paid separately.

D – Section 0800

Non-Discrimination and Non-Retaliation Certification

City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas
Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of

this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 22nd day of March, 2018

CONTRACTOR

Authorized
Signature

Title

Occupational Health Centers
of the Southwest PA
d/b/a Concentra Medical Centers



President, Treasurer, and
Corporate Secretary

E – Section 0815

Living Wages Contractor Certification

Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$14.00 per hour.

- (1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$14.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
Lori Morris, MBA	Concentra	Prime	<\$14.00	Senior Key Account Manager
Garet MacCallon, AS/BS Paramedic	Concentra	Prime	<\$14.00	Center Operations Director
Garrick Baskerville, MD	Concentra	Prime	<\$14.00	Center Medical Director

- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$14.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$14.00 per hour.

Contractor's Name: Occupational Health Centers of the Southwest PA d/b/a Concentra Medical Centers

Signature of Officer
or Authorized
Representative:



Date: March 22, 2018

Printed Name:

Robert G. Hassett, DO, MPH

Title

President, Treasurer, and Corporate Secretary

F – Section 0835

Nonresident Bidder Provisions

Section 0835: Non-Resident Bidder Provisions

Company Name Occupational Health Centers of the Southwest PA d/b/a Concentra Medical Centers

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: 1 - Texas Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: N/A Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: N/A

G – Section 0840

Service-Disabled Veteran Business Enterprise

Section 0840, Service-Disabled Veteran Business Enterprise Preference

Offeror Name
[OFFEROR NAME] Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers

Additional Solicitation Instructions.

- ☒ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
- Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.
 - ☐ **HUB/SV**. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

- ☐ **HUB/OTHER + Federal SDVOSB**. Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

- Offeror Identity.** The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
- Certification Status.** Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
- Confirmation of Certification(s).** Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscmblsearch>. Federal: <https://www.vip.vetbiz.gov/> The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
- Misrepresentation.** If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

H – Section 0900

Subcontracting/Sub-consulting Utilization Form

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: RFP 5800 EAD0134REBID
SOLICITATION TITLE: Drug & Alcohol Testing

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☐ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☒ **YES, I DO intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers		
City Vendor ID Code			
Physical Address	5080 Spectrum Drive, Suite1200W		
City, State Zip	Addison, Texas 75001		
Phone Number	800.232.3550	Email Address	lori_morris@concentra.com (contact)
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		
<p>Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed Subcontracting/Sub-Consulting Utilization Form, and if applicable my completed Subcontracting/Sub-Consulting Utilization Plan, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the Request For Change form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form.</p>			
Robert G. Hassett, DO, MPH President, Treasurer, and Corporate Secretary		March 22, 2018	
Name and Title of Authorized Representative (Print or Type)		 Signature/Date	

I – Section 0905

Subcontracting/Sub-consulting Utilization Plan

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 5800 EAD0134REBID

SOLICITATION TITLE: Drug & Alcohol Testing

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

☒ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL** of the following **CHECK BOXES MUST** be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation **CANNOT** be added or changed after submission of the bid.

☒ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.

☒ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 5800 EAD0134REBID

SOLICITATION TITLE: Drug & Alcohol Testing

- ☒ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.
- ☒ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.
- ☒ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM**

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: RFP 5800 EAD0134REBID

SOLICITATION TITLE: Drug & Alcohol Testing

(Offerors may duplicate this page to add additional Subcontractors as needed)

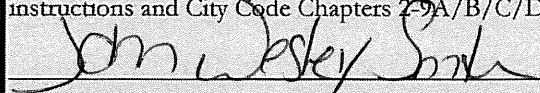
Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code	TSG8306690
Contact Person	Samantha Kool Phone Number: 512.832.5300
Additional Contact Info	Fax Number: 512.832.5346 E-mail: skool@sedonagroup.com
Amount of Subcontract	\$
List commodity codes & description of services	95207
Justification for not utilizing a certified MBE/WBE	The company is submitting their own bid for this RFP as a primary vendor.

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code	V00000914424
Contact Person	Rhonda McDaniel Phone Number: 512.323.0809
Additional Contact Info	Fax Number: 512.323.0819 E-mail: rhonda@fastestlabs.com
Amount of Subcontract	\$
List commodity codes & description of services	95207
Justification for not utilizing a certified MBE/WBE	Declined to bid via email on 3/19/2018, please see email attachment.

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
Priscilla Mackin, Director of Digital Communications, Graphics, and Web Greater Austin Hispanic Chamber of Commerce 3601 Far West Blvd., Ste. 2014, Austin, Texas 78731 O: 512.476.7502 D: 512.482.4302	3/12/18	<input type="checkbox"/> Phone OR <input checked="" type="checkbox"/> Email	To see what options there are to spread the word that we are looking for a MBE/WBE vendor to use a subcontractor for this RFP. Priscilla was able to post the RFP bid on their website, which reaches 500 members of the Hispanic Chamber of Commerce.

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☒ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.



Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☒ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.



Director/Assistant Director or Designee

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 5800 EAD0134REBID
SOLICITATION TITLE: Drug & Alcohol Testing

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input checked="" type="checkbox"/> NON-CERTIFIED
Vendor ID Code	
Contact Person	Scott Smith Phone Number: 512.507.5983
Additional Contact Info	Fax Number: E-mail: amdtoftexas@yahoo.com
Amount of Subcontract	\$ TBD
List commodity codes & description of services	Mobile drug testing
Justification for not utilizing a certified MBE/WBE	Certified vendors were submitting their own bids and/or declined to bid.

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input checked="" type="checkbox"/> NON-CERTIFIED
Vendor ID Code	
Contact Person	Laura Broome Phone Number: 512.992.0872
Additional Contact Info	Fax Number: E-mail: lbroome@arcpointlabs.com
Amount of Subcontract	\$ TBD
List commodity codes & description of services	After-hours drug collections
Justification for not utilizing a certified MBE/WBE	Certified vendors were submitting their own bids and/or declined to bid.

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
Priscilla Mackin, Director of Digital Communications, Graphics and Web Greater Austin Hispanic Chamber of Commerce, 3601 Far West Blvd. Ste 2014, Austin, Texas 78731 O: 512.476.7502 D: 512.462.4302	3/12/18	<input type="checkbox"/> Phone OR <input checked="" type="checkbox"/> Email	To see what options there are to spread the word that we are looking for a MBE/WBE vendor to use as a subcontractor for this RFP. Priscilla was able to post the RFP bid on their website, which reaches 500 members of the Hispanic Chamber of Commerce.

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☒ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

John Wesley Smith

4/4/18

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☒ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

[Signature]

4/10/18

Director/Assistant Director or Designee

Date

COMPLIANCE PLAN – VERIFICATION DOCUMENT

Counselor Due Date 04.10.18

Date Received: 03.30.18 Assigned To: 03.30.18 Solicitation #: EAD0134REBID

Project Name: Drug & Alcohol Testing

Project Goals:	MBE% DBE%	AA% MBE/WBE Combined	HIS% No Goals	A/NA% X	WBE%
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Bidder/Proposer: Concentra

Base Bid: _____ Bid Rank: _____ IFB RFQ RFP

Actual Goals:	MBE% DBE%	AA% MBE/WBE Combined	HIS% No Goals	A/NA% X	WBE%
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REVIEW THE COMPLIANCE PLAN AND ANSWER THE FOLLOWING QUESTIONS:

Were goals established for the project met? (If no, review good faith efforts documentation) Yes ☒ No ☐

Were all certified for scopes of work listed? Yes ☒ No ☐

Were the scopes of work and dollar amounts listed for each certified vendor reasonable? Yes ☒ No ☐

According to project breakdown of the scopes of work? (Use MBE/WBE Verification form)

For Professional Service, were the scopes of work listed for each certified vendor reasonable? Yes ☐ No ☒

☒ Compliant ☐ Non-Compliant ☐ Non-Responsive



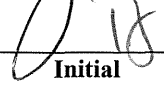
Reason: _____

Extension Requested: Yes _____ No _____ Date: _____

NOTE: If goals were not met, please complete the Good Faith Effort Justification Form. Attach all other required forms and document efforts to clear any discrepancies found during the review process.

Ordinance Violations(s): _____

Signature: _____ Completion Date: _____

Routed to Counselor:	04.03.18	
	Date	Initial
Counselor Routed to Compliance Manager/Director:	04.03.18	
	Date	Initial
Manager/Director Routed to Counselor:	4/5/18	
	Date	Initial
Routed Back to Administration:		
	Date	Initial
Scanned to CLMD:		
	Date	Initial

CONCENTRA IS LOOKING FOR A SBE/WBE CERTIFIED VENDOR TO ACT AS A SUB-CONTRACTOR FOR ALL AFTER HOURS DRUG SCREEN AND BREATH ALCOHOL COLLECTIONS FOR THE CITY OF AUSTIN, IN RESPONSE TO THE RFP 5800 EAD013

REDACCION EL MUNDO | 3/15/2018, 12:17 p.m.



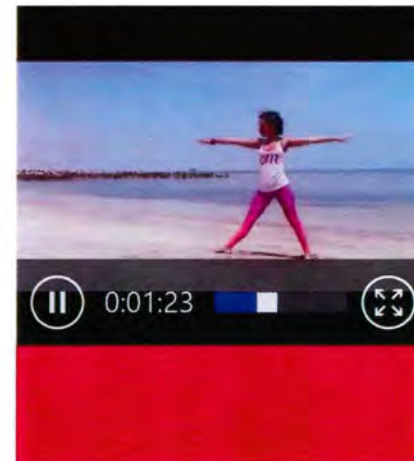
Concentra |



Concentra is looking for a SBE/WBE certified vendor to act as a sub-contractor for all after hours drug screen and breath alcohol collections for the City of Austin, in response to the RFP 5800 EAD0134REBID. If you are interested in partnering with Concentra to provide coverage, when there is not a Concentra center open, please contact Lori Morris at lori_morris@concentra.com. There are documents that need to be completed along with your bid that will be added to the final proposal.

The deadline to respond is March 20th, 2018. Interested parties may call Lori Morris, for

VIDEOS



CONCENTRA IS LOOKING FOR A SBE/WBE CERTIFIED VENDOR TO ACT AS A SUB-CONTRACTOR FOR ALL AFTER HOURS DRUG SCREEN AND BREATH ALCOHOL COLLECTIONS FOR THE CITY OF AUSTIN, IN RESPONSE TO THE RFP 5800 EAD013

REDACCION EL MUNDO | 3/15/2018, 12:17 p.m.



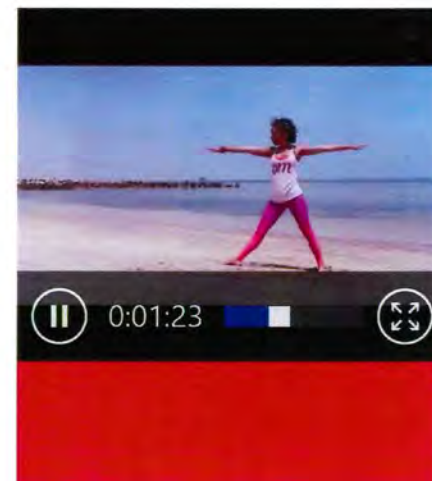
Concentra |



Concentra is looking for a SBE/WBE certified vendor to act as a sub-contractor for all after hours drug screen and breath alcohol collections for the City of Austin, in response to the RFP 5800 EAD0134REBID. If you are interested in partnering with Concentra to provide coverage, when there is not a Concentra center open, please contact Lori Morris at lori_morris@concentra.com. There are documents that need to be completed along with your bid that will be added to the final proposal.

The deadline to respond is March 20th, 2018. Interested parties may call Lori Morris, for

VIDEOS



J – Signed Addenda



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 5800 EAD0134REBID Addendum No: 1 Date of Addendum: 3/8/18

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Questions


1. (Q) Who is your current vendor(s)/TPA delivering your drug test results & the SAMHSA LAB conducting the actual testing?
(A) Concentra. They utilize Quest Laboratories for the analysis of samples, and Dr. Stephen Kracht for MRO services.
2. (Q) What clinic(s) do you currently use for walk in drug/alcohol collections, and what are their hours, addresses, and contact info? Do you currently utilize a facility that can provide 24/7 services for walk in after hours needs, or is it handled by mobile collectors at the City site or vendor site?
(A) For walk-in services, primarily the four Austin area Concentra clinics are used. Their current hours are 8am – 5pm M-F, and 9am – 4pm on Saturday. The clinics are located at 4301 W. William Cannon; 10001 South IH-35; 9333 Research Blvd; and 117-B Louis Henna Blvd (Round Rock). Currently, we do not have 24 hours coverage for walk-in services, and mobile collectors are utilized for after-hours testing.
3. (Q) How often do after hours testing needs occur, regardless of reason for this testing, and how many donors are typically present at these events?
(A) For emergency (non-scheduled) after hours testing, such as for post-accident and reasonable suspicion, there typically is a need for testing 4-5 times annually. For our scheduled testing, we have a single day each month for randoms which have extended clinic hours for collection, with an average of 20-30 employees showing up during that timeframe. Additionally, there is usually a need for a scheduled test (1-2 employees) once every couple months for overnight/graveyard shift crews who do not work during any of the open clinic hours.
4. (Q) There has been additional drugs added to the DOT panel that are not listed in the RFP (in addition to the 5 standard drugs from years past).
(A) The language for the RFP regarding the drug panel comes from the FMCSA revised listing in regards to the categories of drugs being looked at per §40.85, and does not include language with regards to the metabolites themselves, which as you correctly noted have recently changed and are found in §40.87. For example, the four classes of opioids added to the list this January would fall under the slightly revised category of "opioids" (previously called "opiate metabolites" in §40.85). This was intentional to keep the proposal language as simple as possible while retaining adherence with the regulations. See <https://www.transportation.gov/odapc/part40/40-85> and <https://www.transportation.gov/odapc/part40/40-87>
5. (Q) In lieu of a flash drive, could we submit 5 CD rom discs with an electronic copy on each?
(A) No. Some City computers do not have a disc drive so a flash drive is required.
6. (Q) What are your current prices for the following services:
(A) DOT Urine Drug Test at Clinic/Contractor site, normal hours: \$30.00
DOT Urine Drug Test at City site, normal hours: \$30.00

DOT Urine Drug Test at Clinic/Contractor site, after hours: \$30.00
 DOT Urine Drug Test at City site, after hours: \$30.00
 MRO Review Services Fee (if not included in urine drug test prices above): NA
 DOT Breath Alcohol Test at Clinic/Contractor site, normal hours: \$17.00
 DOT Breath Alcohol Test at City site, normal hours: \$17.00
 DOT Breath Alcohol Test at Clinic/Contractor site, after hours: \$17.00
 DOT Breath Alcohol Test at City site, after hours: \$17.00
 GC/MS Analysis: Included with above
 Split Specimen RETEST fee (if requested by donor): \$130.50 for Bottle B testing.
 Unemployment Hearing Documentation Fees: \$150.00 per event
 Expert Witness / Testimony Fee from MRO: \$250.00/hr
 Expert Witness / Testimony Fee from Lab Toxicologist: \$150.00/hr
 Expert Witness / Testimony Fee from Blood Alcohol Tech: \$50.00/hr
 Expert Witness / Testimony Fee from Other Staff: \$350.00/hr
 Any Result Reporting or Random Selection Administration fees (yearly or monthly): \$250.00 annually
 Any additional "per visit" or "per hourly" charges in addition to the drug/alcohol tests above, for after hours or onsite visits: NA

7. (Q) Why is this RFP being solicited? Has the base contract elapsed, or has there been an interruption in service, in which the City has opted to bid out?
 (A) The current contract is set to expire with no remaining extension options.
8. (Q) In reference to expert witness services, our firm offers both telephonic testimony for free, and in-court testimony (per hour charge). Both provide the same level of protection & service, so many clients prefer the telephonic testimony because of the no additional charge. Which option would you like our firm to quote in that section of the rate sheet?
 (A) That is your business decision to make.
9. (Q) In reference to the request for a mobile unit or equivalent capability for accident and/or work site testing, does this mean you will accept either a vendor with a mobile bathroom or a team of mobile collectors that can come out to a City location to perform a collection?
 (A) Yes, if they have the means to reproduce the regulatory requirements for collection sites, as defined in §40.41. <https://www.transportation.gov/odapc/part40/40-41>
10. (Q) Regarding the "Living Wages Contractor Certification", my firm, as the Prime Contractor, is headquartered outside the City of Austin. We will be utilizing subcontractors in Austin to perform the physical collections. Should I have the subcontractors fill out this form with their employee information, and submit with our bid? As a Prime contractor outside the City limits, I don't believe we are required to submit this form, and our firm does not plan to hire any future employees that will be domiciled in the city limits.
 (A) You are required to fill out Section 0605 Local Business Presence Identification Form, Section 0900 Subcontracting/sub-consulting Utilization Form, and Section 0905 Subcontracting/sub-consulting Utilization Plan. Section 0900 and 0905 have very specific information in regards to subcontracting and you must follow the instructions on the forms.
11. (Q) Can you elaborate on what specific documents the City would prefer to have as part of unemployment hearing documentation?
 (A) There would be a lot of variables to this, based on the requirements of the officer making the request and assertions of the employee. This could include actual lab test results, MRO interview documentation, or a letter/affidavit from the requested agents, such as the MRO or even collectors, verifying the specifics of the testing event in question. The documentation "packets" would likely be very focused and short (1-2 pages), and would always be for items we, as the employer, cannot provide or have access to ourselves.
12. (Q) Section 0635 Performance Measures and Guarantees jumps from number three to number six. Is this a typo or are performance measures four and five missing?
 (A) This is a typo. There are no missing performance measures.
13. (Q) Can you please clarify the changes between the original Scope of Work and the re-issued scope of work for the Drug and alcohol Testing RFP?

(A) The rebid Scope of Work is the current scope the City is soliciting for, so a comparison between the two will not be done.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: 
Erin D'Vincent, Procurement Specialist IV
Purchasing Office, 512-974-3070

3.8.18
Date

ACKNOWLEDGED BY:
Robert G. Hassett, DO, MPH

Name


Authorized Signature

March 27, 2018
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 5800 EAD0134REBID

Addendum No: 2

Date of Addendum: 3/20/18

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Extension:** The proposal due date and time is hereby extended until Thursday, March 29 at 2 PM, Central time.
- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Erin D'Vincent, Procurement Specialist IV
Purchasing Office, 512-974-3070

3-20-18
Date

ACKNOWLEDGED BY:

Robert G. Hassett, DO, MPH

Name


Authorized Signature

March 27, 2018

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

Tab 2 – Authorized Negotiator

The following individual is authorized to negotiate and execute binding contract terms for the City's proposal:

Authorized Negotiator	
Name	Robert G. Hassett, DO, MPH, Director, President, Treasurer, Secretary
Mailing Address	5080 Spectrum Drive, Suite 1200, Addison, Texas 75001
Email Address	Bob_hassett@concentra.com
Telephone Number	800.232.3550

In the table below, we provide information about the City's contact during the procurement and contracting phases.

Contact Individual	
Name	Lori Morris, Senior Key Account Manager
Mailing Address	5080 Spectrum Drive, Suite 1200, Addison, Texas 75001
Email Address	Lori_morris@concentra.com
Telephone Number	210.452.7526

Tab 3 – References

In the table below, we provide a list of three current clients who have more than 1,000 employees for whom we provide drug and alcohol testing services.

Current Client References			
	Client Reference 1	Client Reference 2	Client Reference 3
Agency/company	Northside ISD	City of San Antonio	Austin ISD
Number of employees for whom drug and alcohol tests are conducted annual	600	3,500	100
Year contract was awarded and length of contract	9/1/14 – 8/31/17 with three one-year extensions	3/1/16 – 2/28/19	8/1/16 - 7/31/17 with two one-year extensions
Agency contract manager	Debby Glass	Diana Padilla	Kris Hafezizadeh
Title	Director of Risk Management	Human Resources Administrator	Director of Transportation
Direct telephone number	210.397.8759 Office 210.398-8801 Fax 210.825.1827 Cell	210.207.0632 Phone 210.207.7997 Fax	512.414.0230 Phone 512.940.7233 Cell
Email address	Debby.glass@nisd.net	Diana.padilla@sanantonio.gov	Kris.hafezizadeh@austinisd.org

Tab 4 – Executive Summary

The City has unique service specifications and Concentra designs and delivers customized clinical solutions to help you achieve your program goals and objectives. We maintain policies and procedures to ensure ongoing compliance with standard regulating bodies, including the Occupational Safety and Health Administration (OSHA), the U.S. Department of Transportation (DOT), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and many others. Our approach successfully combines evidence-based medicine with our clinical expertise and superior service discipline to deliver convenient access to quality care and measurable cost savings.

A Best-in-Class Occupational Health Model

With a clear and compelling vision and a notable record of accomplishments, we offer our best-in-class solution and a health care experience that is second to none. As you come to know us, we trust you will see the Concentra's value in everything we do.

Clinical Foundation

Concentra was founded by physicians as a medical practice and the delivery of high quality medical care continues to be our core competency to this day. We hire and retain some of the finest clinicians in the industry and have established a model for workplace health unequalled in the industry. Concentra's Medical Expert Panels work to identify health trends, research new treatment approaches, and develop clinical practice guidelines and best practices. Concentra has also built the clinical infrastructure to keep us at the forefront in workplace health and our Enterprise Quality Improvement Program Committee monitors key quality measures and oversees improvement initiatives.

Expertise and Innovation

Concentra played a significant role in creating the workplace health industry model that exists today. We apply our proven methodologies to occupational medicine and workers' compensation and have developed evidence-based clinical guidelines to help improve treatment and overall outcomes. We established the Concentra Occupational Health Research Institute (COHRI) in 2000 to promote scientific research and continuing medical education in occupational health.

Unmatched Access

With Concentra, your employees have access to our extensive network of more than 300 Concentra Medical Centers nationwide and our footprint continues to grow. To meet the evolving needs of our customers, we added more than 15 centers in 2017, alone. In addition, Concentra Telemed™ extends access to care beyond the centers' walls and standard working hours. Our integrated approach ensures continuity of care by leveraging the same electronic medical record and practice model regardless of access point.

Our Mission

Our company mission is to improve the health of America's workforce, one patient at a time. We take a customized approach that enables us to meet the diverse needs of our customers across the U.S. We attribute our success to our commitment to put our customers' people first, delivering personalized attention that optimizes employee health and productivity.

History and Background

Concentra was founded in 1979 and has grown to be the largest provider of occupational health services in the country. We are considered an authority on occupational health, a distinction we

have held for the past 25 years. We know how to deliver care that works for companies and their employees.

- Concentra treats one in every five workplace injuries in the US
- Concentra treated more than 18 million injured workers since 1979
- In 2017, Concentra performed 1.52 million physicals and 2.04 million drug screens
- 44,000 people are seen at Concentra Medical Centers each day
- Concentra has 178,000 clients and more than 500 medical centers and community-based outpatient clinics nationwide in markets representing 60 percent of the nation's workforce
- Concentra treats more than 500,000 initial injuries each year

Products and Services

Concentra offers an extensive suite of services, categorized as follows:

Concentra's Suite of Services	
Occupational Health Care <ul style="list-style-type: none"> ▪ Pre-placement services, including examinations, substance abuse testing, etc. ▪ Regulatory and employer mandated physicals ▪ Medical surveillance examinations ▪ Clinical testing (X-ray, audiograms, EKG) ▪ Work-related vaccinations and infectious disease screenings ▪ Travel health ▪ Functional capacity and human performance evaluations ▪ Office and industrial ergonomic evaluations ▪ Occupational therapy ▪ Medical advisory services ▪ Utilization review services (Medical ReviewStream™) 	Training and Education <ul style="list-style-type: none"> ▪ General injury prevention education ▪ Job-specific injury prevention education ▪ Workplace office and industrial stretching and exercise programs ▪ Back care and back injury prevention ▪ Drug and alcohol screening training ▪ Wellness and illness prevention education ▪ Online reasonable suspicion training (Concentra Medical Compliance Administration)
Urgent Care <ul style="list-style-type: none"> ▪ Diagnosis and treatment of minor non-work-related illnesses and injuries, such as colds, flu, skin conditions, back pain, and sprains ▪ Over 350 different types of laboratory tests ▪ X-rays ▪ Immunizations ▪ Infectious disease tests and screenings 	Injury Care <ul style="list-style-type: none"> ▪ Primary work-related injury care (workers' compensation) ▪ Workplace injury medication dispensing* and prescribing ▪ Physical therapy ▪ Specialist care ▪ Return-to-work examinations <p><i>*Where allowed by state law.</i></p>
Pharmacy Services* <ul style="list-style-type: none"> ▪ Pre-packaged formulary ▪ Medication dispensing for occupational medicine and travel health* ▪ E-prescribing <p><i>*Where allowed by state law.</i></p>	Preventive Care <ul style="list-style-type: none"> ▪ Biometric screenings ▪ Vaccinations/immunizations ▪ Immigration examinations ▪ School and sports physicals

Clinical Experience**Employer Services Experience**

Concentra has been performing physical examinations, conducting drug and alcohol testing, and administering immunizations and vaccinations since our inception more than three decades ago. We maintain written guidelines on all relevant regulatory standards and create client-specific service packages tailored to meet the unique needs of each client's program requirements. Furthermore, we assure that only qualified individuals will perform the requested services in accordance with all local, state, and federal guidelines.

Commitment to Service Excellence

Concentra's customer service philosophy is focused on going above and beyond to deliver a superior patient experience. This philosophy is at the root of our core values and motivates Concentra team members in their ongoing pursuit of excellence.

Concentra has a long and distinguished history and we are proud of our role in shaping the occupational health care consumer experience. More than a decade ago, we recognized that the people we served were expecting more and better services from their health care providers. As a result, Concentra took steps that would revolutionize care delivery and shift the paradigm to create a best-in-class occupational health care approach. We worked with leading consulting firms specializing in customer satisfaction to build and refine our methodology. We benchmarked our approach against other consumer-driven organizations (i.e. Southwest Airlines, Starbucks and Nordstrom), meeting with their executive teams and incorporating their best practices. In addition, Concentra worked directly with Fred Reichheld, a Fellow at Bain & Company and the bestselling author of "The Loyalty Effect" and "The Ultimate Question 2.0" (see page 240 for Concentra reference) to create and shape our program. What started as a good business exercise became a virtual movement at Concentra. We:

- Redesigned our medical centers for a more customer-friendly layout and look
- Redefined our mission/vision/values
- Developed our award-winning "Orange Book" – a 'how to' guide for Concentra team members with specific, common-sense actions that create great service
- Established the Concentra Hall of Fame, recognizing colleagues who embody outstanding service and exemplify our core values
- Introduced the net promoter score (NPS); we were among the first to do so in health care arena

The impact of this effort and our commitment to delivering a superior experience is evident in our patient and customer satisfaction scores even today.

Tab 5 – Personnel

Program Management

Concentra carefully considers each project and its unique goals when assigning an account management team. We take a collaborative approach that combines local operational and clinical support to ensure quality and service excellence. The individuals we select will bring valuable, relevant experience to the program and provide ongoing support within their respective areas of expertise.

Initial Contact

Lori Morris, senior key account manager, will continue to serve as the City's initial point of contact throughout the procurement and contracting phases. Ms. Morris will be responsible for ensuring Concentra colleagues know and understand the City's program requirements and will be available to answer any questions you may have throughout this initial phase of engagement.

Lori Morris
Senior Key Account Manager
Responsible for 46 clients
10 percent of time dedicated to the City
Located at the South Austin medical center

Operational Oversight

Garet MacCallon, AS/BS paramedic, center operations director, will continue to serve as the City's day-to-day contact for program operations. Ms. MacCallon regularly monitors processes and procedures to ensure ongoing compliance with applicable regulations and guidelines and the City's explicit program specifications. Ms. MacCallon will be invaluable to the success of the program and is available to answer questions, address issues, and ensure the program continues to operate efficiently. We include her resume as part of **Attachment A – Personnel Resumes**.

Responsibilities include:

- Serves as the liaison between Concentra and the City
- Oversees day-to-day center operations
- Implements and ensures ongoing compliance with operational policies, procedures, and training programs within the center
- Manages patient care issues and other center issues requiring resolutions
- Ensures a clear understanding of contract objectives and deliverables to ensure successful execution of programs and projects
- Collaborates with center, area, and regional leadership teams to ensure we effectively deliver the agreed upon scope of work, monitor program outcomes, and maintain the City's account

Garet MacCallon, AS/BS Paramedic
Center Operations Director
Responsible for 50 clients
10 percent of time dedicated to the City
Located at the South Austin medical center

Clinical Oversight

Garrick Baskerville, MD, center medical director (CMD) provides primary oversight for clinical practices, ensuring continued compliance. Dr. Baskerville ensures that the medical interpretations and associated clearances comply with the most recent medical standards and guidelines, and adhere to applicable regulations. His expertise relevant to drug and alcohol testing will be instrumental in the provision of services. We include his resume as part of

[Attachment A – Personnel Resumes](#).

Responsibilities include:

- Reviewing all medical history and performing medical physical examinations
- Understanding all medical surveillance requirements of OSHA, DOT, NFPA, police officer standards, ADA, FMLA, and other regulated examinations
- Reporting the results of the medical evaluation to the employee, including any medical condition(s) identified during the evaluation
- Providing the recommendation as to whether the employee is medically certified to safely perform the essential job tasks
- Forwarding copies of any abnormal results, along with patient instructions regarding primary care follow-up, to individuals who were instructed to seek medical follow-up to address any medical conditions or abnormal laboratory results identified during the evaluation
- Providing or arranging for a prescriptive rehabilitation and/or fitness program when indicated to aid in the employee's recovery from illness or injury and enhance his/her ability to safely perform essential job tasks
- Reviewing medical evaluations conducted by other clinicians
- Reviewing individual medical evaluations and aggregate data to detect evidence of occupational exposure(s) or clusters of occupational disease

Garrick Baskerville, MD
Center Medical Director
Responsible for 50 clients
10 percent of time dedicated to the City
Located at the South Austin medical center

Medical Review Officer

Concentra designates Stephen Kracht, DO, of eScreen, Inc. to serve as MRO for the City's regulated medical services program. Dr. Kracht is a licensed physician, and is certified by the American Association of Medical Review Officers (AAMRO), the Medical Review Officer Certification Council (MROCC), and the American Board of Independent Medical Examiners (ABIME). He has been a certified MRO since 1992. Dr. Kracht's resume and certifications are included in [Attachment B - Medical Review Officer Qualifications](#).

MRO Role

- Conform to DOT Regulation 49 CFR Part 40 in the performance of all services and data transmissions for DOT and non-DOT drug tests
- Provide an MRO assistant to review all test results and CCFs under the MRO's direct supervision
- Receive appropriate copies of the CCFs within 24 hours of the collection; if collection sites are not adhering to this requirement, Concentra will provide appropriate follow up and training

- Store MRO records within regulatory requirements and best practices to maintain confidentiality
- Facilitate blind sampling for all laboratories, per DOT regulations
- Adhere to federal guidelines when coordinating the collection site process
- Transmit results via a secured network – DOT-certified laboratories produce an export file from their information management system and send it across their internal network; this information is stored in an encrypted file, restricting access

Stephen Kracht, DO
Medical Review Officer
26 years as an MRO

Clinic Staff

Concentra employs skilled and experienced health care professionals to deliver services relevant to our offering. Our staff includes any combination of physicians, mid-levels, nurses, physical therapists, radiology technicians, and medical assistants.

Clinical Professionals

Concentra will only utilize qualified and appropriately licensed and credentialed clinical professionals to serve the occupational health needs of the City's workforce. These professionals are skilled in their respective area of expertise and undergo extensive annual training in addition to continuing education classes. Furthermore, our clinical professionals are vigilant in applying their knowledge to recognize and diagnose potential exposures and resulting health issues. They regularly monitor OSHA, DOT, NFPA, police officer standards, ADA, and other applicable federal and state regulations to ensure all associated services remain in compliance and adhere to best practice guidelines.

Support Staff

Concentra Medical Centers employ qualified support personnel whom we train and fully certify to perform their associated tasks. Specifically, our staff includes drug specimen collectors certified to perform DOT collections, certified breath alcohol technicians, National Institute for Occupational Safety and Health (NIOSH)-certified pulmonary function testers, Council for Accreditation in Occupational Hearing Conservation (CAOHC)-certified personnel to perform audiometric testing, certified radiologic technologists, certified medical assistants, and certified phlebotomists. We include the Austin South's support staff credentials as **Attachment C – Staff Credentials**.

Credentialing Practices

All Concentra clinicians undergo a stringent credentialing process. Once the Credentials Committee Chair/Medical Advisor clears the candidate for hire/credentialing, we follow National Committee for Quality Assurance (NCQA) guidelines for credentialing, which require primary source verification of licensure, education and training, board certifications, and any provider sanctions. In addition, we perform a System for Award Management (SAM) query to identify if a candidate is barred from contracting with the federal government and use secondary sources (copies of documentation) to verify Drug Enforcement Administration (DEA) and state controlled substance certifications. Finally, we check the National Practitioner Databank for malpractice history and the Office of Inspector General (OIG) for Medicare/Medicaid sanctions. We re-

credential our clinicians every three years and, in the interim, we monitor clinicians' licensures to ensure that they remain active and current.

All Concentra personnel, regardless of position, are required to have a background check consisting of a felony/misdemeanor check, Social Security validation and trace, national sex offender check (for staff rendering patient care), national criminal search, drug screen, and a check against the Office of Foreign Assets Control list.

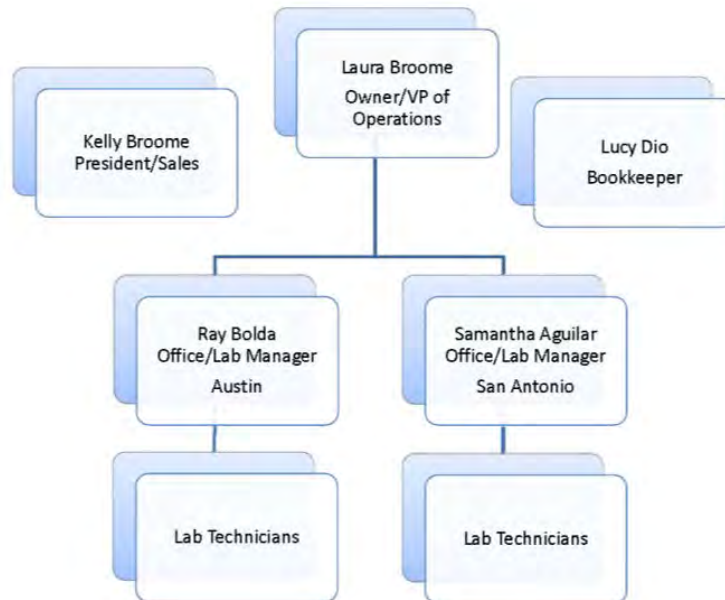
Organizational Chart

Concentra Austin South Center

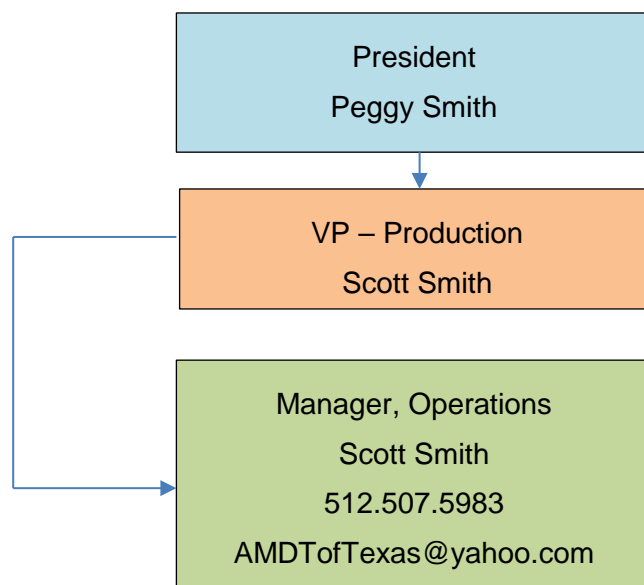


Subcontractors

ArcPoint Labs



Austin Mobile Drug Testing Organization Chart



Tab 6 – Compliance to Requirements

Starting with Item 3.0 and ending with Item 13.2 in Section 0500 Scope of Work, detail out how your company will comply and/or exceed the requirements of the Scope of Work.

Contractor Responsibilities

3.1 The Contractor shall comply with all applicable Federal and State testing requirements.

The City has unique service specifications and Concentra designs and delivers customized clinical solutions to help you achieve your program goals and objectives. We maintain policies and procedures to ensure ongoing compliance with standard regulating bodies, including the Occupational Safety and Health Administration (OSHA), the U.S. Department of Transportation (DOT), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and many others. We comply with all applicable federal and state testing requirements.

Our approach successfully combines evidence-based medicine with our clinical expertise and superior service discipline to deliver convenient access to quality care and measurable cost savings.

3.2 The Contractor shall establish a "chain of custody" procedure that complies with Federal Regulations, 49 CFR Part 40 in the transfer of samples and necessary forms to the certified laboratory.

Chain of Custody

When collecting urine specimens, Concentra adheres to all SAMHSA policies and procedures to ensure appropriate chain of custody to document the integrity and security of the specimen from the time of collection until receipt by the laboratory. *For DOT collections, we use the federal CCF; for non-regulated drug screens, we use the non-federal CCF.*

Specific to DOT testing, Concentra completes the federal electronic CCF in accordance with SAMHSA guidelines as we outline below:

The DOT and non-DOT Chain of Custody forms are five (5)-part forms, disseminated as follows:

Part 1 – Laboratory

Part 2 – MRO Copy

Part 3 – Collector Copy

Part 4 – Employer Copy

Part 5 – Donor Copy

- Collector ensures that the name and address of the drug testing laboratory appears on the top of the CCF and the specimen ID number on the top of the CCF matches the specimen ID number on the labels/seals
- Collector provides the required information in step 1 on the CCF and provides a remark in step 2 if the donor refuses to provide his/her Social Security or employee ID number
- Collector gives a collection container to the donor to provide specimen
- After the donor gives the specimen to the collector, the collector checks the temperature of the specimen within four minutes, marks the appropriate temperature box in step 2 on the CCF, and provides a remark if the temperature is outside the acceptable range
- Collector checks the split or single specimen collection box:
 - ✓ If no specimen is collected, the collector checks that box, provides a remark, discards Copy 1, and distributes the remaining copies as required
 - ✓ If it is an observed collection, the collector checks that box and provides a remark
- Donor watches as the collector pours the specimen from the collection container into the specimen bottle(s), places the cap(s) on the specimen bottle(s), and affixes the label(s)/seal(s) on the specimen bottle(s)
- After affixing the labels/seals, the collector dates the specimen bottle label(s)

- Donor initials affixed and dated specimen bottle label(s)
- Collector turns to Copy 2 (MRO Copy) and instructs the donor to (1) read the certification statement in step 5 and (2) sign, print name, date, provide phone numbers, and date of birth; if the donor refuses to sign the certification statement, the collector provides a remark in step 2 on Copy 1
- Collector completes step 4 (i.e., provides signature, printed name, date, time of collection, and name of delivery service), immediately places the sealed specimen bottle(s) and Copy 1 of the CCF in a leak-proof plastic bag, releases specimen package to the delivery service, and distributes the other copies as required

3.3 The Contractor shall contract with a Federal Department of Health and Human Services' National Laboratory Certification Program (NLCP) certified laboratory for testing. HHS-Certified Instrumental Initial Testing Facilities are not authorized for use in DOT drug testing programs, and so cannot be considered for this contract. <https://www.transportation.gov/odapc/labs>

Concentra will utilize our preferred vendor, *Quest Diagnostics, Inc. (Quest)* for laboratory analyses. Established in 1990, Quest provides high quality services in the field of laboratory testing. Quest Diagnostics Clinical Laboratories, Inc., a subsidiary of the parent company, has four forensic drug testing laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) and accredited by the College of American Pathologists-Forensic Drug Testing (CAP-FDT) and licensed by the state where the laboratory is located.



Quest's drug testing procedures and laboratories are also fully certified and accredited by federal government agencies, and professional organizations such as the Agency for Health Care Administration (AHCA) Florida and Clinical Laboratory Improvement Amendments (CLIA).

Each of Quest's forensic toxicology laboratories is certified by the Department of Health and Human Services (DHHS)/SAMHSA to perform urine drug testing under the federal program. The four SAMHSA- certified laboratories are compliant with SAMHSA guidelines as detailed in the Federal Register 73 (228): 71858-71907 (11-25-2008) and the Department of Transportation (DOT) 49 CFR Part 40 rules, detailed in Federal Register 65 (244): 79462-79579 (12-19-2000), and any subsequent revisions. The DOT, Nuclear Regulatory Commission (NRC), Federal Railroad Administration (FRA), Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Federal Motor Carrier Safety Administration (FMCSA) all require this certification.

We outline Quest's capabilities related to substance abuse testing below.

Quest's Capabilities	
Substance Abuse Testing	
<ul style="list-style-type: none"> ▪ A comprehensive menu of both standard and customized panels ▪ Specialized test panels and adulterant testing, including expanded opiate and DOT and HHS panels ▪ A range of specimen options, including urine, oral fluid, hair testing, and breath alcohol testing 	

3.4 The Contractor shall establish an internal procedure for random testing of certain City employees on a monthly basis.

Concentra offers random selection services through our preferred vendor, *eScreen, Inc.* (eScreen). Using an unbiased random selection methodology and a computer-generated process, eScreen designs its program to eliminate any manipulation, and adheres to DOT regulations. eScreen uses the most recent percentages (drug/alcohol) as delivered by the DOT and will update pools monthly or as the City dictates. We outline the random selection process below:

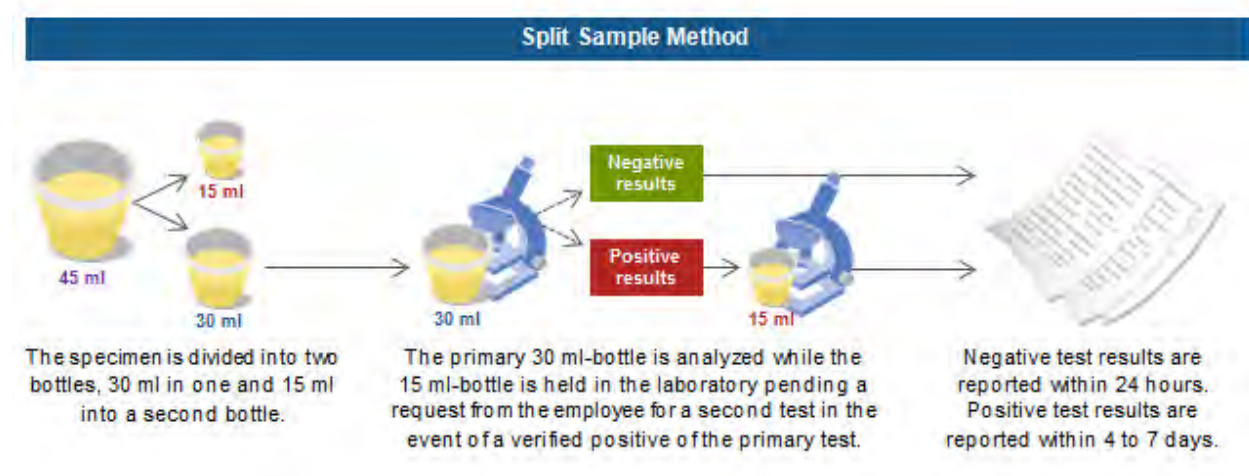
- The City and eScreen discuss the available “testing cycle” options (frequency of random selections, i.e., quarterly, monthly, bi-monthly, etc.) and determine an appropriate testing cycle for the City’s program. The testing cycle will meet the DOT standards and frequency.
- The City updates its employee list prior to each testing cycle and submits the updated list using a mutually agreed upon method (i.e., mail, email, fax, etc.).
- At the beginning of each testing cycle, eScreen transmits the identification of all employees selected for testing during that cycle to the City’s designated employer representative (DER).
- The City determines the schedule of testing for each employee requiring testing and assures that each employee selected is tested prior to the end of the testing cycle.
- When the City notifies the employee, the individual must proceed immediately to the Concentra collection site. Concentra tracks the arrival/departure time of the employee.
- After the testing cycle, eScreen notes all employees who were selected for testing, those not tested, and individuals whose absence was not explained by the City.
- eScreen sends a written notice of the “failure to test” to the City’s DER.

3.5 The Contractor shall provide specimen collection services, laboratory services, medical review office services, and record keeping and data collection.

Collection Services

Concentra administers all drug tests using the split sample method as required by the DOT and tests all samples for substances outlined in the most recent regulations. The certified collector and appropriate laboratory adhere to the following guidelines:

- Collects a minimum of 45 milliliters (ml.) of urine
- Divides the specimen into two bottles, 30 ml. in one and 15 ml. into a second bottle
- Seals the specimen appropriately
- Sends each specimen to the laboratory, ensuring shipment occurs as quickly as possible, but in any case, within 24 hours or during the next business day
- Once received, the laboratory analyzes the primary 30 ml. bottle, while the second bottle is held, pending a request from the employee for a second test in the event of a verified positive of the primary test



Laboratory Services

Concentra will utilize our preferred vendor, *Quest*, for laboratory analyses. Quest has four forensic drug testing laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) and accredited by the College of American Pathologists-Forensic Drug Testing (CAP-FDT) and licensed by the state where the laboratory is located. Quest offers the following substance abuse testing capabilities:

- Comprehensive menu of both standard and customized panels
- Specialized test panels and adulterant testing, including expanded opiate and DOT and HHS panels
- A range of specimen options, including urine, oral fluid, hair testing, and breath alcohol testing

Medical Review Officer Services

Concentra will perform MRO services utilizing our preferred vendor, Stephen Kracht, DO, of eScreen, Inc. The MRO process is as follows:

- When a laboratory-confirmed non-negative result is received, the MRO reviews and interprets the result to ensure scientific validity
- The MRO also interviews the donor to determine if there is a legitimate medical explanation for the non-negative result, such as ingestion of a lawfully prescribed substance
 - ✓ The MRO typically makes three or more attempts during a 24-hour period to reach the donor, barring unforeseen circumstances (such as donor's phone disconnected)
 - ✓ The MRO can ask medically related questions, which the City cannot under the ADA, to definitively confirm a positive or negative result
- The MRO always reviews the MRO copy of the CCF for non-negative tests
- The MRO assistant ensures the MRO copy and the laboratory copy are transmitted timely as the MRO will not initiate a donor interview until receiving the MRO copy of the CCF, and will not transmit verified results until receiving the laboratory copy
- If the MRO is unable to obtain either copy, the MRO will notify the City of a "canceled" test

Record Keeping and Data Collection

Record Keeping

Concentra understands the importance of ensuring confidentiality of personal health information (PHI) and we maintain medical charts in accordance with the state practice acts governing their

licensure. We house all charts on site and in a secure location, and provide all candidates and employees with HIPAA consent forms and Notice of Privacy statements. Per state and federal laws, the client's management personnel can only access these records on a "need to know" basis. We thoroughly train all Concentra employees designated to provide services on the HIPAA regulations that cover the release of medical records, authorization forms, and personal health information. Specifically, we instruct our staff not to disclose PHI either verbally or in writing to any other individual without the express written permission of the employee.

We created more than 70 HIPAA-related policies and procedures company-wide.

Data Collection

In all of our medical centers, Concentra uses a proprietary patient management system, referred to as *OccuSource* that enables Concentra to capitalize on superior knowledge of workplace injuries and their outcomes. OccuSource supports daily management of information and patient flow within each center and offers unique, timely, and meaningful information to our customers on a daily, weekly, quarterly, bi-annual, and annual basis according to specific requirements. This benefits employers, employees, and payer groups by ensuring a standardized reporting format, a user-friendly system, and measurable statistical outcomes.

OccuSource is proprietary to Concentra, and is far superior to similar programs in its ability to track patient care and provide outcomes data. As a cumulative database, OccuSource maintains demographic and visit information for all patients treated at our clinics, and is readily available to create several types of outcomes data. Concentra believes that OccuSource's ability to capture valuable information on all patient visits – *more than 7 million visits annually* – distinguishes this database from all others utilized in the occupational health care industry.

3.6 The Contractor shall arrange for a courier service to pick-up and transfer said specimens from the collection site to the federally approved laboratory.

Once the specimen is sealed, a courier picks up the specimen from the collection site via automobile. The collector or collection site must ensure that each specimen collected is shipped to a laboratory as quickly as possible, but in any case, within 24 hours or during the next business day. Specimens are picked up one to two times per day depending on the volume of the center location.

Contractor Site Requirements

4.1 The Contractor shall have a minimum of two collection sites that are capable of handling all required tests.

Primary Facility

Concentra proposes that our medical center closest to the City, the *Austin South* center, serve as the primary site for employees to obtain their drug and alcohol testing services. The Austin South facility is fully operational, maintains the necessary equipment and staffing resources, and employs clinicians who are thoroughly knowledgeable of Texas regulations surrounding drug and alcohol testing. The table below identifies the Austin South center, including address, hours of operation, and contact information.

Concentra Medical Center – South Austin



Address:

10001 South IH-35, Suite 300
Austin, Texas 78747

Contact Information:

P: 512.440.0555 ♦ F: 512.448.1113

Hours of Operation:

8:00 a.m. – 5:00 p.m. (M-F)
9:00 a.m. – 4:00 p.m. (Sat)

Additional Service Locations

While the South Austin facility will be the main site from which the City's employees receive services, our three additional Austin-area centers are readily available to serve the City as needed, throughout our engagement. We assure that all the centers are fully staffed with qualified, trained clinicians who stand ready to serve the City's needs. We identify each of these additional centers in the following table.

Additional Concentra Medical Centers

Arboretum Crossing



Address:

9333 Research Blvd., Suite 400
Austin, Texas 78759

Contact Information:

P: 512.467.7232 ♦ F: 512.467.7203

Hours of Operation:

8:00 a.m. – 5:00 p.m. (M-F)
9:00 a.m. – 4:00 p.m. (Sat)

Round Rock



Address:

117-B Louis Henna Blvd., Suite 200
Round Rock, Texas 78664

Contact Information:

P: 512.255.9634 ♦ F: 512.255.9645

Hours of Operation:

8:00 a.m. – 5:00 p.m. (M-F)
9:00 a.m. – 4:00 p.m. (Sat)

West William Cannon



Address:

4301 W. William Cannon, Bldg. E, Suite 320
Austin, Texas 78749

Contact Information:

P: 512.467.6608 ♦ F: 512.467.7861

Hours of Operation:

8:00 a.m. – 5:00 p.m. (M-F)
9:00 a.m. – 4:00 p.m. (Sat)

4.2 Each site shall have adequate parking area for automobiles, utility trucks, sanitation vehicles, etc., so that City drivers do not have to park on the street or in any location not the Contractor's specified parking lot.

4.3 Each site shall provide adequate light in parking area for City employees, ambulances, motorcycles, and delivery vans.

Response to 4.2 and 4.3

Each of our four Austin-area centers have adequate parking areas that are well-lit.

4.4 Each site shall be in compliance with the Americans with Disabilities Act (ADA).
http://www.ada.gov/regs2010/titleIII_2010/titleIII_2010_regulations.htm

All facilities are handicapped-accessible (ADA-compliant) and conform to all applicable federal, state, and local safety and disability laws.

4.5 The Contractor shall have a mobile unit or equivalent capability for accident sites and/or hospital sites.

a. Mobile unit shall be available on an as-needed basis 24/7/365

b. Mobile unit should be able to respond to post-accident and reasonable suspicion testing requests and conduct the required testing within 1 hour, but shall take no more than 2 hours from notification by the Contract Manager of the need for testing

c. As a preferred service, the Contractor will engage one or more mobile units on pre-arranged Random testing dates to conduct on-site testing at one or more City facilities.

For after-hours accident sites and/or hospital site collections, Concentra will use ARCPPoint Labs, who will follow the same collection procedures and use the same chain of custody as we use in the center. Reporting and results will be available through the eScreen portal.

For mobile unit collections, Concentra will use Austin Mobile Drug Testing, who will follow the same collection procedures and use the same chain of custody as we use in the center. Reporting and results will be available through the eScreen portal.

Concentra will work with the City to provide pre-arranged random testing at one or more of the City's facilities.

4.6 The Contractor shall provide at their facility, specimen collection and alcohol testing 24-hours a day, 7 days a week, 365 days a year.

Our four Austin area centers are open Monday through Friday, 8:00 a.m. – 5:00 p.m., and Saturday's from 9:00 a.m. – 4:00 p.m. to provide specimen collection and alcohol testing. Please note, the centers are closed on the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas

For after-hours and holiday specimen collection and alcohol testing, we will utilize our preferred vendor, ARCPPoint Labs.

4.7 All necessary equipment, personnel, and materials for testing shall be provided by the Contractor at the location where testing is conducted.

Equipment and Materials

Concentra maintains all supplies necessary for specimen collection and transport to our laboratory vendor.

Supplies include, but may not be limited to, the following:

- DHHS/SAMHSA approved collection kits
- Custody and control forms
- Shipping materials
- Specimen bags
- Tamper-evident seals to preserve specimen integrity

Personnel

Concentra's certification course meets and exceeds the DOT training model. To help ensure consistency among all Concentra markets in adhering to DOT regulations, we developed a three-phase *Concentra Collector Certification Program*. Our policy is that all collectors (new hires and existing) successfully complete each phase of the program prior to Concentra certifying the individual to perform drug screen collections. Concentra's intention is to maintain high standards and quality in the collection process. To that end, Concentra requires refresher training for all collectors every 2.5 years, although DOT regulations require refresher training to occur within five years. If the collector does not complete refresher training within the designated timeframe, we will not allow him/her to perform DOT collections.

We summarize each phase of our Collector Certification Program in the following table.

Concentra Collector Certification Program	
Phase One: Study Guide and Quiz	
Intranet study guide and quiz (required prior to attending phase two)	
Phase Two: Classroom Instruction	
<ul style="list-style-type: none"> Interactive instruction Hands-on collection training 	<ul style="list-style-type: none"> Written examination (85 percent pass rate required for certification) Completion of Collector Acknowledgement Form
Phase Three: Proficiency Examination	
<ul style="list-style-type: none"> Five consecutive, error-free mock collections Two uneventful collection scenarios One "insufficient quantity of urine" scenario 	<ul style="list-style-type: none"> One "temperature out-of-range" scenario One scenario in which the donor refuses to sign the CCF and initial the specimen bottle's tamper-evident seal

4.8 Facilities shall provide visual and aural privacy to the individual being tested to prevent unauthorized persons from seeing or hearing test results.

Collection Area Security and Measures to Ensure Valid Samples

Concentra takes measures to secure the collection area, prevent unauthorized access, and ensure the collection of valid specimen samples. Examples of these measures include, but are not limited to, the following:

- We confirm the donor's identity twice (once by the front desk personnel, then by the collector)
- Once in the designated area, the collector is limited to conducting one collection at a time to avoid possible distractions that could compromise security and the integrity of the sample
- As required, we perform observed collections in accordance with all state and federal regulations
- Items in the collection area (i.e., trash receptacles, paper towel holders, under-sink areas, etc.) are secure to avoid the concealment of contaminants
- Concentra facilities are equipped with a single-toilet room that has a full-length privacy door within which urination can occur
- Water sources are unavailable to applicants/employees – the water is turned off at the sink, the handles are taped to prevent opening faucets, and the toilet tank cover is taped so that there is no access to water
- Water in the toilet is blue and there is no access to soap, disinfectants, cleaning agents, or other possible adulterants

- Prior to the collection, the collection site is inspected to ensure no foreign or unauthorized substances are present

Contractor Testing Requirements

5.1 Alcohol Testing

5.1.1 Only evidential breath testing (EST) devices listed on the National Highway Traffic Safety Administration (NHTSA) conforming products list (CPL) and meet the requirements for confirmation testing shall be used.

We affirm that we only use evidential breath testing devices that are listed on the National Highway Traffic Safety Administration's Conforming Products List and meet requirements for confirmation testing to perform alcohol testing.

5.1.2 Only Trained Breath Alcohol Technicians (BAT) as defined by the DOT can conduct alcohol testing.

We affirm that only trained and certified breath alcohol technicians (BAT) as defined by the DOT will conduct alcohol testing. The Concentra Collector Certification Program, for both alcohol and drug screens, meets DOT requirements.

Our policy is that all collectors (new hires and existing) successfully complete each phase of the program prior to Concentra certifying the individual to perform collections. The phases include:

- Phase one: Study guide and quiz
- Phase two: Classroom instruction
- Phase three: Proficiency examination

We also require refresher training for all collectors every 2.5 years, although DOT regulations require refresher training to occur within five years. If the collector does not complete refresher training within the designated timeframe, we will not allow him/her to perform DOT collections

5.1.3 Alcohol testing may be included in post-accident testing, random testing, reasonable suspicion testing, return to duty testing, and follow up testing.

We understand the City may require alcohol testing in post-accident testing, random testing, reasonable suspicion testing, return to duty testing, and follow up testing.

5.1.5 Test results shall be available immediately to the City following breath alcohol test.

We report breath alcohol testing results the same day we obtain the specimen. Results will be made available on our Employer Portal.

5.2 Drug Testing

5.2.1 Only urine drug collection kits confirming to Appendix A of Part 40 shall be used in any urine collection administered.

We affirm that we use urine drug collection kits that confirm to Appendix A of Part 40 when administering urine collections.

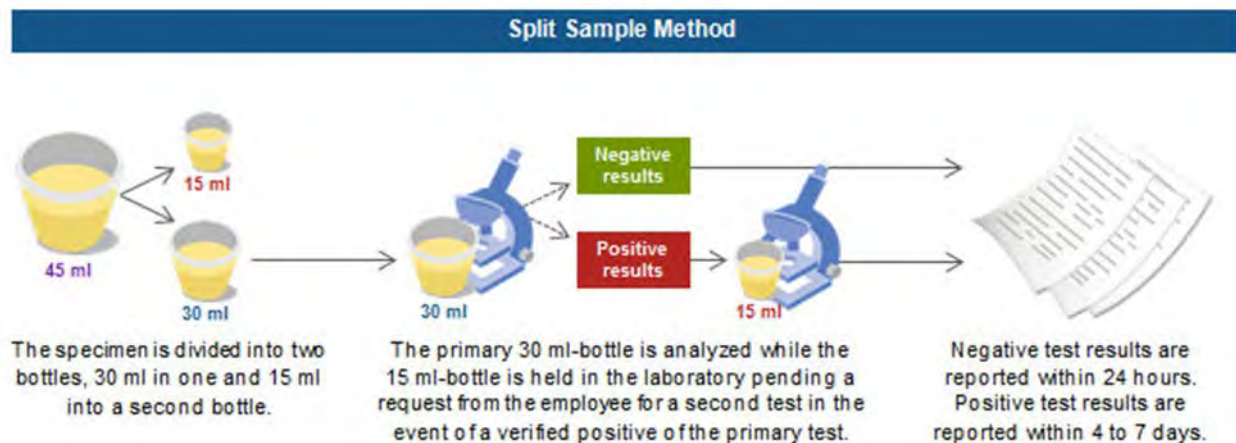
5.2.2. Only trained urine collection personnel as defined by the DOT shall conduct urine collections in accordance with DOT guidelines.

Concentra's certification course meets and exceeds the DOT training model. To help ensure consistency among all Concentra markets in adhering to DOT regulations, we developed a Concentra Collector Certification Program for individuals who conduct urine collections.

5.2.3 Split sample method in accordance with Department of Health and Human Services (DHHS) regulations.

All drug tests are administrated using the DOT-required split sample method. All samples are tested for substances outlined in the most recent regulations. The certified collector and appropriate laboratory adhere to the following guidelines:

- Collects a minimum of 45 milliliters (ml.) of urine
- Divides the specimen into two bottles, 30 ml. in one and 15 ml. into a second bottle
- Seals the specimen appropriately
- Sends each specimen to the laboratory, ensuring shipment occurs within 24 hours or during the next business day
- Once received, the lab analyzes the primary 30 ml. bottle while the second bottle is held pending a request from the employee for a second test in the event of a verified positive of the primary test



5.2.4 Direct observation shall not be a part of the urine collection process except as required by DOT regulation.

5.2.5 For directly observed collections, Contractor's personnel shall be of the same gender as the person being testing.

Response to 5.2.4 and 5.2.5

We understand the City requires our personnel to be the same gender as the person being tested for observed collections. In our Austin South center, we have five female collectors and three male collectors.

In addition, we understand that the City requires that direct observation is only allowed in instances where it is required by DOT regulation, if the test is a return-to-duty or follow-up test, or if lab personnel have reason to believe the initial specimen has been adulterated.

The following summarizes Concentra's approach to direct observation of collections. Our procedures are in accordance with the DOT guidelines.

DOT – Observed Collection Process

Per DOT's 49 CFR Part 40, directly observed collections are authorized and required only when:

- The employee attempts to tamper with his/her specimen at the collection site
 - ✓ The specimen temperature is outside the acceptable range
 - ✓ The specimen shows signs of tampering ~ unusual color / odor / characteristic
 - ✓ The collector finds an item in the employee's pockets or wallet which appears to be brought into the site to contaminate a specimen; or the collector notes conduct suggesting tampering
- The medical review officer (MRO) orders the direct observation because
 - ✓ The employee has no legitimate medical reason for certain atypical laboratory results
 - ✓ The employee's positive or refusal (adulterated/substituted) test result had to be canceled because the split specimen test could not be performed (for example, the split was not collected)
- The employer orders direct observation for a follow-up test or a return-to-duty test
- The observer must be the same gender as the employee
- If the collector is not the observer, the collector must instruct the observer about the procedures for checking the employee for prosthetic or other devices designed to carry "clean" urine and urine substitutes AND for watching the employee urinate into the collection container
- The observer requests the employee to raise his or her shirt, blouse or dress / skirt, as appropriate, above the waist, just above the navel; and lower clothing and underpants to mid-thigh and show the observer, by turning around, that the employee does not have such a device
- If the employee has a device, the observer immediately notifies the collector; the collector stops the collection; and the collector thoroughly documents the circumstances surrounding the event in the remarks section of CCF
 - ✓ The collector notifies the DER
 - ✓ This is a refusal to test
- If the employee does not have a device, the employee is permitted to return clothing to its proper position for the observed collection
 - ✓ The observer must watch the urine go from the employee's body into the collection container
 - ✓ The observer must watch as the employee takes the specimen to the collector
 - ✓ The collector then completes the collection process
- Failure of the employee to permit any part of the direct observation procedure is a refusal to test

5.2.6 All collected specimens shall be sent by the Contractor to the Lab for processing within 24 hours of collection.

Once the specimen is sealed, a courier picks up the specimen from the collection site via automobile. The collector or collection site must ensure that each specimen collected is shipped to a laboratory as quickly as possible, but in any case, within 24 hours or during the next business day. Specimens are picked up one to two times per day depending on the volume of the center location.

6.0 Contractor Lab Analysis Requirements

6.1 All laboratory analysis shall be provided in accordance with all current DOT regulations and the DHHS procedures and remain current and in compliance throughout the entire term of the contract.

We affirm that all laboratory analysis, performed through our preferred vendor, Quest, will be conducted in accordance with current DOT regulations and DHHS procedures and remain current and in compliance throughout the entire term of the contract.

6.2 A five (5) panel split sample drug screen in accordance with DOT regulation, to include:

- a) Marijuana metabolites**
- b) Cocaine metabolites**
- c) Amphetamines**
- d) Opioids**
- e) Phencyclidine (PCP)**

The information below identifies our standard 5-panel testing, which adheres to the DOT's updated ruling that updated the former "opiates" category to "opioids" and adds additional substances to both the "opioids" and "amphetamines" categories.

- Marijuana (THC)
- Cocaine
- Amphetamines
 - ✓ Amphetamine
 - ✓ Methamphetamine
 - ✓ MDMA
 - ✓ MDA
- Opioids
 - ✓ Codeine
 - ✓ Morphine
 - ✓ 6-AM (Heroin)
 - ✓ Hydrocodone
 - ✓ Hydromorphone
 - ✓ Oxycodone
 - ✓ Oxymorphone
- Phencyclidine (PCP)

6.3 Urine analysis shall be conducted with an initial immunoassay screen to eliminate negative urine specimens from further analysis.

A high-sensitivity enzyme immunoassay (EIA) screens for the presence of commonly abused drugs. At this stage, test results equal to or greater than a calibrated immunoassay cut-off concentration identifies presumptively positive specimens. Each batch contains both negative and positive quality control samples along with one blind quality control sample that is inserted into the batch in a random position.

6.4 Positive screen results shall be confirmed by conducting gas chromatography/mass spectrometry (GC/MS) method of analysis.

Confirmatory drug testing will be performed by gas chromatography/mass spectrometry (GC/MS), liquid chromatography/mass spectrometry (LC/MS), or any other technique recognized by DHHS and SAMHSA. The concentration of drug or drug metabolite in each donor specimen is determined by comparison of the response of the specimen to the response of calibrators of known concentration.

- If a donor specimen has a concentration of drug that is *less than* the client-specific cutoff, the specimen is determined to be negative for the confirmation test
- If a donor specimen has a concentration of drug that is *greater than or equal to* the client-specific cutoff, the specimen is determined to be positive for the specific test

As with the screening test, each batch contains both negative and positive quality control samples along with one blind quality control sample that is inserted into the batch in a random position. If required, confirmation testing for specimen validity is performed by the same or, if available, a second definitive method that can be utilized to identify specimens as adulterated, substituted, or invalid. Each confirmation test is performed on a second aliquot that is obtained from the original specimen container and all confirmation batches contain appropriate quality control samples to verify the performance of the procedure.

6.5 The same laboratory shall accomplish primary screening and positive confirmatory testing. A different laboratory, certified by the DHHS, as directed by the Medical Review Officer (MRO) shall conduct Split Sample Testing.

Yes, the same laboratory location will perform the primary screening and positive confirmatory testing. Specimens undergo a two-tiered testing process - an initial screen on one portion of the specimen, followed by a confirmatory test on a second portion of the specimen. The initial test is designed to separate negative specimens from further testing. Specimens requiring additional confirmation testing using GC/MS (/MS) and/or LC/MS (/MS) are generally released within 48 - 72 hours from the time of specimen receipt.

If a Quest Diagnostics laboratory is asked to refer a specimen for retest to another DHHS-certified laboratory, a written request is required. The Quest Diagnostics laboratory will retrieve the split specimen from frozen storage and prepare it for shipment to the requested retest laboratory. The specimen is shipped by overnight courier, along with the request for retest and a copy of the original chain of custody document. If a retest is requested and there was not a split specimen submitted, then the written request for retest should authorize release of an aliquot for retest.

Requested retests are performed by GC/MS and results are issued based on the limit of detection of the assay. Results are submitted as either reconfirmed for the presence of the drug or failed to reconfirm for the present of the drug.

Results are issued directly to the medical review officer or the individual authorized to receive results by the laws of the state where the specimen was collected.

If our laboratory is asked to perform a re-analysis of a specimen that was analyzed in the same laboratory, this is not referred to as a retest but as a repeat analysis. In this case, the testing process is initiated and results amended to the results that were previously issued.

6.6 Retainage of split urine specimen shall be maintained in frozen storage for sixty (60) days from the date on which the laboratory acquires it.

Quest Diagnostics retains a urine specimen that was reported positive, adulterated, substituted, or invalid for a minimum of one year. Negative urine specimens are retained for five to seven days. A retained specimen must be kept in a secured location that is appropriate for that type of specimen (e.g., frozen storage for urine) to ensure its availability for any necessary re-testing during an administrative or judicial proceeding. Within the one-year storage period, a federal agency or medical review officer may request a laboratory to retain a specimen for an additional period of time, for a fee. If no such request is received, a specimen may be discarded.

Category	Storage Period	Temperature
Negative	5- 7 days	2 to 8° C
Presumptive	12 months - minimum	< -20° C
Confirmed Positive	12 months - minimum	< -20° C
Adulterated, Substituted, Invalid	12 months - minimum	
At request of client		< -20° C

The laboratory has a designated secured access temporary storage room located within specimen processing, which is equipped with refrigerators and a backup power source. Specimens that are not tested within two days of receipt will be kept in refrigerated (temperature not greater than six degrees centigrade) storage. Specimens that screen positive on the initial test are immediately placed in refrigerated storage where they are maintained until the results are certified by the laboratory certifying scientist. All specimens are stored and tested under strict chain of custody.

6.7 The Lab shall provide the MRO all Lab results within twenty-four (24) hours.

Quest's turn-around-time for reporting negative urine and oral fluid drug screen results is less than 24 hours. This includes the period from when the laboratory first receives the specimen until the technologist releases the result and the reports are available.

Specimens requiring additional confirmation testing using GC/MS (/MS) and/or LC/MS (/MS) are typically released within 48 to 72 hours from the time of specimen receipt.

All results are reported in a confidential manner according to federal guidelines and client requirements. Quest provides a copy of all non-DOT test results to the client's designated employer representative. All regulated (DOT) test results are sent to the client's MRO.

6.8 The Lab shall provide the proper documentation and storage of test results to ensure protection to samples.

We affirm our understanding that the Lab is required to provide proper documentation and storage of test results.

Specimen Storage and Security

Quest, our preferred laboratory vendor, requires the security of all specimens and aliquots be maintained to account for custody at all times and to ensure that specimens are not

contaminated or adulterated in any way. The security program is designed to protect the integrity of the facility, the specimens in storage, and all the documents and data related to the testing program. The laboratory director is responsible for all aspects of security in the drug testing laboratory, including building, specimen, and record security. Quest's laboratory security program includes the following:

- Controlled access to all areas and limited access to storage areas, including specimen receiving and the long-term document file room
- Electronic access and alarm systems on all laboratory access doors and reporting area doors
- Personal card-key access for electronic locks that limit access to designated areas and authorized time periods
- Required badges and escorted access for all visitors
- Secured access to all computer systems

Quest laboratory policy requires specimens in their original containers to remain in sample processing and/or designated secured storage rooms. Aliquots must be in the custody of a laboratory technologist or in a designated, secured storage area. All documents, records, and computers are maintained in limited or controlled access areas.

Facilities and Data Protection

Quest utilizes reasonable security measures to protect facilities and data. Such security measures include the following:

- Using access control devices, such as card keys, computerized access control, and/or receptionist verification of identification badges for all employees
- Requiring all facilities visitors to check-in at the reception desk and to obtain a visitor badge
- Utilizing enhanced security measures at all data centers, including limiting access to specially authorized employees (controlled by computerized access control), environmental security controls, and limiting visitors to pre-cleared individuals who must be escorted at all times
- Maintaining secured areas for storage of materials containing confidential information
- Implementing other appropriate security measures including security patrols and cameras
- Maintaining adequate disaster recovery and business continuity plans for critical functions
- Using encryption protocols when transmitting confidential and personal data through web sites
- Encrypting confidential data on laptops and removable media
- Requiring appropriate disposal of all documents and electronic media in a secure manner according to our policies

Chain of Custody Security

Quest goes to great lengths to maintain reliable Chain of Custody (COC), documenting specimen possession from the time of collection, to a specimen's lab receipt, through test completion, to storage, and continuing until final disposition of the specimen. These COC procedures exist to protect both the employer and the employee, maintain control and accountability of forensic toxicology specimens, and to ensure that testing is performed on un-tampered specimens.

7.0 Contractor Medical Review Officer (MRO) Requirements

7.1 The Contractor shall provide medical review services by an American Association of Medical Review Officers certified MRO.

eScreen understands and has experience performing these services.

7.2 The MRO shall be a licensed physician (Doctor of Medicine or Doctor of Osteopathy) who will be responsible for receiving laboratory results generated by the City's alcohol and drug testing program.

eScreen primarily works with Cynergy for medical review officer (MRO) services, who provide licensed physicians who will be responsible for receiving laboratory results generated by the City's alcohol and drug testing program.

7.3 The MRO shall be experienced in substance abuse disorders and have appropriate medical training to interpret and evaluate an individual's results, including detailed knowledge of alternative medical explanations for laboratory results.

eScreen understands and has experience in substance abuse disorders and appropriate medical training.

7.4 The MRO shall be responsible for contacting the employee to obtain additional medical information, if required.

eScreen understands and has experience contacting employees to obtain additional medical information, if required.

7.5 The MRO shall be responsible for investigating information, reviewing same, and making a determination as to the positive or negative status of the substance use.

eScreen understands and has experience investigating information, reviewing same, and making determinations regarding the status of the substance abuse.

7.6 The MRO shall perform themselves, or provide instruction to the employee's physician regarding the physical examination of the employee, as necessary to provide evaluations as required by the DOT.

eScreen primarily works with Cynergy for MRO services. Performing physical examinations are not part of Cynergy's scope of service.

Concentra will perform the requested physical examinations, if necessary.

7.7 The Contractor shall provide written proof of the qualifications of the MRO. Proof shall include medical degree(s), licenses and certifications, and years of experience with the proposal response.

We provide qualifications and certifications of the main MRO, Dr. Robert Kracht, as **Attachment B – Medical Review Officer Qualifications**.

7.8 The Contractor shall provide procedures used to report MRO-verified negative and positive test results.

eScreen requires all positive, adulterated, substituted, or otherwise irregular test results to be reviewed by the MRO. The MRO will process all results received, contact the donor to perform a verification interview, and report the result based on the policy of the client.

Typically, the MRO, upon receipt of a confirmed positive test, will make three attempts in 24 hours to contact the donor for an interview.

eScreen offers an MRO module utilizing state-of-the-art online interview capability technology. This technology gives the interviewing physician information regarding the state where the test event is regulated.

In addition, eScreen123 electronically captures the collection process and chain and custody form (CCF), so the MRO has access to collector comments and CCF information online for their interview. If the donor presents the MRO with legitimate questions or concerns regarding the collection process, the MRO will investigate further any allegations of inappropriate conduct on the part of the collector prior to releasing the final result. Results missing on the MRO copy are flagged and the clinic is contacted.

Upon completion of the interview, the physician will determine whether a medically legitimate explanation exists, and release the final disposition based on the findings to the MyeScreen.com portal, or through other methods of electronic reporting.

7.9 The MRO shall provide hearing documentation when requested by the City

eScreen understands and has experience providing hearing documentation.

7.10 The Contractor shall submit information documenting the percentage of time the MRO maintains a medical practice apart from his/her responsibilities as an MRO with the proposal response.

The primary MRO does not maintain a medical practice outside of their MRO duties.

7.11 To be consistent with Federal Regulations and to avoid a potential conflict of interest, the MRO cannot be an employee of the testing laboratory conducting the drug tests. The MRO shall not enter into any relationship with an employer's laboratory that creates a conflict of interest or the appearance of a conflict of interest with their responsibilities to said employer. The MRO may not derive any financial benefit by having an employer use a particular laboratory.

eScreen primary works with Cynergy for MRO services.

8.0 Test Requirements by Type

8.1 Pre-employment testing shall consist of urine drug test collection only. These tests will be scheduled by the Contract Manager according to the notification process mutually agreed upon with the Contractor.

8.2 Reasonable suspicion testing shall consist of a urine drug test and possible a breath alcohol test. The Contractor shall conduct the required testing within 1 hour of the normative expectation, and shall take no more than 2 hours from notification by the Contract Manager of the need for testing.

8.3 Post-accident testing shall consist of a urine drug test and possible a breath alcohol test. The Contractor shall conduct the required testing within 1 hour as the normative expectation, and shall take no more than 2 hours from notification by the Contract Manager of the need for testing.

8.4 Random testing shall consist of a urine drug test and possibly a breath alcohol test as determined by the randomized draw. These tests will be scheduled by the Contract Manager according to the notification process mutually agreed upon with the Contractor.

8.5 Return to Duty testing shall always be collected under direct observation per regulation, and will consist of a urine drug test and possibly a breath alcohol test. These tests will be scheduled by the Contract Manager according to the notification process mutually agreed upon with the Contractor.

8.6 Follow-up testing shall always be collected under direct observation per regulation, and will consist of a urine drug screen and possibly a breath alcohol test. These tests will be scheduled by the Contract Manager according to the notification process mutually agreed upon with the Contractor.

Response to 8.1 – 8.6

For more than 38 years, we have regularly performed pre-employment, reasonable suspicion, post-accident, random, return-to-duty, and follow-up drug and alcohol testing services.

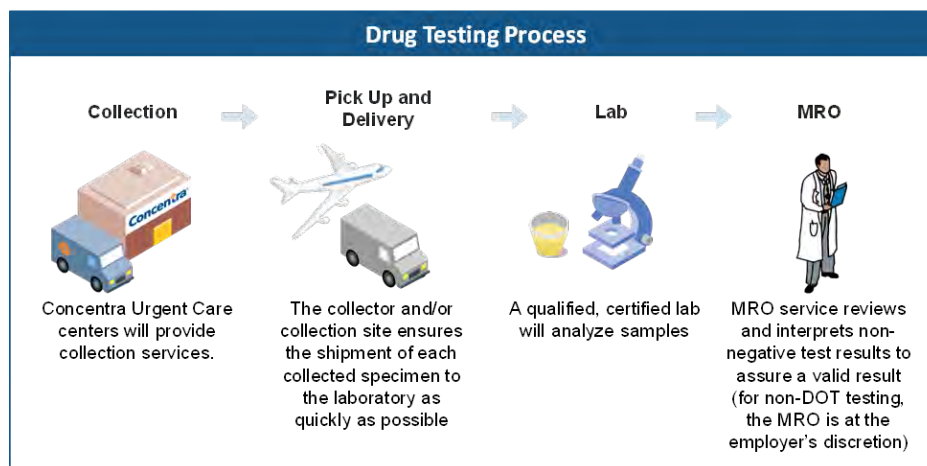
Specific to reasonable suspicion and post-accident testing, we affirm our understanding that in these instances we are required to perform the requested tests within one hour of the request for testing as the normative expectation and shall take no more than two hours from notification of the need for testing. Please note, we will conform with this request barring any unforeseen issues such as traffic or inclement weather.

Concentra conducts all drug testing, DOT and non-DOT, in full compliance with 49 CFR Part 40 and adheres to all SAMHSA policies and procedures. By following these procedures in federal and non-federal testing Concentra streamlines the collection process, offers defensible procedures for our collectors and clients, and ensures donor confidentiality.

Urine Drug Screening Process

Our typical process includes:

- Certified staff to perform DOT collections
- Collection via a split sample method as required by DOT
- Use of the proper chain of custody form (CCF) for regulated and non-regulated testing
- Proper specimen containment
- Shipment of specimen to a certified laboratory for analysis within 24 hours or the next business day
- Laboratory analysis performed by an appropriately licensed and certified laboratory
- Medical review officer (MRO) review as appropriate



Observed Collections

Per DOT's 49 CFR Part 40, directly observed collections are authorized and required only when:

- The employee attempts to tamper with his/her specimen at the collection site
 - ✓ The specimen temperature is outside the acceptable range
 - ✓ The specimen shows signs of tampering ~ unusual color / odor / characteristic
 - ✓ The collector finds an item in the employee's pockets or wallet which appears to be brought into the site to contaminate a specimen; or the collector notes conduct suggesting tampering
- The MRO orders the direct observation because
 - ✓ The employee has no legitimate medical reason for certain atypical laboratory results
 - ✓ The employee's positive or refusal (adulterated/substituted) test result had to be canceled because the split specimen test could not be performed (for example, the split was not collected)
- The employer orders direct observation for a follow-up test or a return-to-duty test
- The observer must be the same gender as the employee
- If the collector is not the observer, the collector must instruct the observer about the procedures for checking the employee for prosthetic or other devices designed to carry "clean" urine and urine substitutes and for watching the employee urinate into the collection container
- The observer requests the employee to raise his or her shirt, blouse or dress / skirt, as appropriate, above the waist, just above the navel; and lower clothing and underpants to mid-thigh and show the observer, by turning around, that the employee does not have such a device
- If the employee has a device, the observer immediately notifies the collector; the collector stops the collection; and the collector thoroughly documents the circumstances surrounding the event in the remarks section of CCF
 - ✓ The collector notifies the City's designated employer representative
 - ✓ This is a refusal to test
- If the employee does not have a device, the employee is permitted to return clothing to its proper position for the observed collection
 - ✓ The observer must watch the urine go from the employee's body into the collection container
 - ✓ The observer must watch as the employee takes the specimen to the collector
 - ✓ The collector then completes the collection process
- Failure of the employee to permit any part of the direct observation procedure is a refusal to test

Breath Alcohol Testing

Concentra conducts breath alcohol testing using an approved EBT device for both screening and confirmation testing. The EBT device is calibrated daily and after each positive result. Personnel performing breath alcohol testing are trained and certified BAT in accordance with DOT guidelines.

Appointment Scheduling

Concentra will provide the City's employees with prompt service. Although our medical centers are primarily "first come, first serve," Concentra can accommodate scheduled appointments if requested, with 24 hours' advance notice. In addition, our medical centers implement "fast track" drug/alcohol testing services where employees experience a 30-minute or less wait time for drug specimen collection and/or breath alcohol testing.

We prioritize injury care in our centers; medical examinations and clinical procedures follow injury treatment.

9.0 Contractor Random Testing Selection Requirements

9.1 The Contractor shall provide an approved scientific method for random selection of employees, including one database for employees who are eligible for random testing annually, ten (10) days after contract execution date, to be drawn for testing on a monthly basis.

Random drug testing selection is provided by our partner, eScreen, who will provide one database from which to pull a list of eligible employees for random testing on a monthly basis. We understand the City requires the database to be active 10 days after the contract execution date.

9.2 The Contract Manager will provide an updated, electronic employee list to the Contractor each month.

We understand the City's contract manager will provide an updated, electronic employee list each month.

9.3 Upon request from the Contract Manager, random lists, using Microsoft Excel compatible software, shall be generated and electronically forwarded to the Contract Manager according to numerical needs.

Donor lists and notifications are available through the eScreen portal.

9.4 Upon request, the Contractor shall provide database information to the City for verification of current employees in each database. The City will provide the vendor changes to the database as they occur or at a minimum on a monthly basis.

We understand that our random selection partner, eScreen, shall provide database information to the City for verification of current employees in the database. We also understand the City will provide changes to the database as they occur or on a monthly basis.

9.5 Record of employee selection for random testing shall be maintained by the Contractor and available at any time upon request.

eScreen will maintain a record of employee selection for random testing and provide it to the City upon request.

10.0 Required Expert Witnesses

10.1 Medical Review Officer (MRO)

The medical review officer (MRO) must be, and remain knowledgeable about, applicable rules including DOT Part 40, MRO guidelines, and DOT agency regulations, which impact organizations for which the MRO evaluates drug test results. The MRO is often called upon to assist clients in the implementation of legally defensible policies and programs. Therefore, the MRO must be able to advise organizations about both regulated and non-regulated drug and alcohol testing procedures. Our proposed MRO is available to serve as an expert consultant or witness on matters involving drug testing. The MRO is available via conference call or in person. Additional fees apply for this service.

10.2 Collection/Breath Alcohol Technician

Concentra will provide expert witness related to the services that our clinicians and professionals render as defined in the course and scope of this RFP. We require the issuance of

a subpoena if such testimony is required. Concentra's legal counsel will communicate directly with the City's legal counsel to ascertain the specific information required/desired to adequately represent the facts of the specific case. Additional fees apply for this service.

10.3 Other personnel as needed

Toxicologists are available through our preferred lab, Quest. They provide expert legal testimony and staff toxicologists to support laboratory findings and testify for legal challenges to the integrity of both the custody and control and laboratory testing procedures. Quest ensures the integrity of all reported results. Upon written request from the medical review officer, a litigation package may be provided and includes all documentation associated with the testing, re-testing, and processing of that specimen.

11.0 Record Keeping, Data Collection, and Management Reporting

11.1 The Contractor shall provide the City all required reports including any reports mandated by Federal Regulations governing the drug and alcohol testing program.

We understand and will provide the City all required reports, including those mandated by federal regulations governing the drug and alcohol testing program.

11.2 The Contractor shall be required to maintain all records, including confidential records, concerning the collection and test results for the appropriate time period as established in the Federal Regulations or should state law require a longer period for record retention, the latter shall be the standard operating procedure.

We retain all adult patient medical records for 10 years, unless otherwise required by the applicable state law.

11.3 The Contractor shall provide the Contract Manager, a monthly summary of all test results conducted, the outcome of those results, and any other pertinent data that is deemed appropriate by the City.

As required, e-Screen will provide the City's contract manager with a monthly summary of all test results conducted, the outcomes of those results, and any other required data.

11.4 The Contractor shall provide within forty-eight hours, updates on any report required by the City.

As required, we will provide updates on any City-required report within 48 hours.

11.5 All reports shall be made available to the Contract Manager electronically.

Concentra offers a self-service, online tool for the City's convenient access to account information, test results, and reporting. The Concentra Employer Portal (the Portal) uses advanced security software to ensure privacy and the protection of employee information.

- Online account management
 - ✓ Access to make edits to your company and location addresses and contacts
 - ✓ View capabilities of all service packages, components, and payors, third-party administrators, and medical review officers
- Timely updates to your employees' non-injury and injury visit results and work restrictions
 - ✓ Full integration of existing employer reports for easy access
 - ✓ Export and print functionality for all accessible reports
 - ✓ Archive and search functions for stored reports provided

- Ability to create, manage, and review employee authorizations online
 - ✓ Electronic creation of authorization forms
 - ✓ Print and email functionality to communicate authorizations to your employees
 - ✓ Search and archive functions
- Enhanced security features protect your information
 - ✓ Access control
 - ✓ Database monitoring
- Malware and virus protection
- Intrusion detection and prevention

11.6 Contractor shall provide the Contract Manager test results and completed chain of custody forms signed by the MRO upon completion of test results review as required by Federal Regulation and Texas State law.

As required by federal regulation and state law, we will provide the City's contract manager with test results and completed chain of custody forms signed by the MRO upon completion of test results review.

12.0 Communications and Confidentiality

12.1 In addition to providing written correspondence and reports required by the City to meet compliance of Federal Regulations and State requirements, the Contractor shall also provide:

a. A secure fax machine, electronic, or telephonic means to provide confidential information on employee's drug and alcohol tests, with 24/7/365 availability

Telephonic Reporting

BAT reporting will be available on the Concentra Employer Portal within 24 hours of collection. All urine drug screen result certificates are available through the eScreen website.

Secure Email

We provide confidential information on employee's drug and alcohol test results through our Employer Portal.

b. A Single Point of Contact for the City to escalate issues arising from breakdowns in the testing process or in obtaining timely results.

During the contract period, the City's single point of contact will be Garet MacCallon, AS/BS paramedic, center operations director.

c. All individual test results will be reported to the Contract Manager within 24 hours of their verification by the MRO.

Our policy for positive drug screen test results is to immediately report them to the employer once we receive confirmation from the lab. We receive breath alcohol results the same day as the specimen collection and will immediately call the City's contract manager with any positive results.

A positive result turnaround timeframe, including MRO review, varies for non-DOT and DOT tests, and may take 48 to 72 hours depending on the MRO verifications.

- *Non-DOT Positives* – For a non-DOT positive drug test, MRO review is at the employer's discretion and results can take 48 to 72 hours upon receipt at the lab.
- *DOT Positives* – MRO review is required for all DOT positive drug tests. While we can report a confirmed positive result to the MRO within 48 hours, the average turnaround time for a positive DOT drug screen review by the MRO varies due to the responsiveness of the donor

to the MRO in accordance with DOT regulations. The donor has up to five days to make contact with the MRO per DOT guidelines before the MRO reports a result. Unless otherwise noted, the MRO will conduct the MRO investigation in accordance with the DOT guidelines.

Concentra's average turnaround time for a negative drug screen result is 24-48 hours upon receipt at the lab.

12.2 To protect the individual, all records that are maintained by the vendor or its sub-Contractors shall be kept confidential. Any violation may result in the Contractor being held liable by the City of Austin and the individual, whose record was disclosed.

We affirm our standing that all records maintained by Concentra and our preferred partners must be kept confidential.

Concentra understands the importance of ensuring confidentiality of personal health information (PHI) and we maintain medical charts in accordance with the state practice acts governing their licensure. We house all charts on site and in a secure location, and provide all candidates and employees with HIPAA consent forms and Notice of Privacy statements. Per state and federal laws, the client's management personnel can only access these records on a "need to know" basis. We thoroughly train all Concentra employees designated to provide services on the HIPAA regulations that cover the release of medical records, authorization forms, and personal health information. Specifically, we instruct our staff not to disclose PHI either verbally or in writing to any other individual without the express written permission of the employee.

We created more than 70 HIPAA-related policies and procedures company-wide. The following are examples of processes, procedures, and guidelines we have in place to support compliance with HIPAA legislation:

- Include a Business Associate HIPAA agreement in all client and vendor contracts between Concentra and the party with whom we are contracting; agreement is reflective of the current HIPAA legislation and has been affirmed by legal counsel who specializes in this area
- Own and hold secure internal documentation systems and an on-site server, all of which are firewall and virus protected and monitored daily
- Have a secured intranet for all internal documents and employ a secured virtual private network (VPN) system for remote access
- Maintain a HIPAA-specific internal policy manual outlining the required privacy and security requirements for handling, maintaining, and disposing of PHI
- Contract with a bonded, HIPAA-compliant vendor to manage the shredding and recycling of paper documents located internally in locked cabinets within our internal office space per HIPAA guidelines
- Bonded, HIPAA-compliant vendor picks up and removes all materials from our offices; we require identification and signature by bonded workers
- Password protect all sensitive client files and only allow access to those staff members who require this to support direct client services
- Communicate acknowledgement of our compliance to HIPAA legislation to all employees during the program rollout process
- Never share individual PHI with any party i.e., client (employer), insurance company, or other provider(s) without prior consent from the individual per HIPAA regulations

13.0 Quality Assurance Requirements

13.1 Quarterly, the Contractor shall provide a report indicating the percentage of error in all labs used for urinalysis to the Contract Manager.

As required, we will provide the City's contract manager with a quarterly report indicating the percentage of error in all labs used for urinalysis.

13.2 The Contract Manager will monitor performance as outlined in Section 0630 Performance Measures. After occurrence of non-performance, the City reserves the right to terminate the Contract with cause.

We affirm our understanding that the City's contract manager will monitor performance and, if after occurrence of non-performance, the City has the right to terminate the contract with cause.

Tab 7 – Human Resource Department Required Forms/Documents

As required, we provide the following human resource department required forms, immediately following this page:

- A. Section 0635 Performance Measures Form
- B. Federal Department of Health and Human Services' National Laboratory Certification Program (NLCP) laboratory certification.

A – Section 0635

Performance Measures Form

CITY OF AUSTIN
SOLICITATION NUMBER: RFP 5800 EAD0134REBID
PERFORMANCE MEASURES

The following are the City's terms regarding performance measurements. Review this document and comment on each performance measure.

	PERFORMANCE MEASURE	ACCEPTABLE PERFORMANCE	LIQUIDATED DAMAGE	AGREE YES/NO
1.	Collection site locations and availability The Contractor shall have sites/facilities open as specified and provide testing or collect specimens at those facilities.	The Contractor shall have at least two collection sites that can handle all tests and shall provide for specimen collection and alcohol testing 24-hours a day, 7 days a week, 365 days a year.	1% of the total annual contract amount. The Contractor's failure to meet this measure shall result in the Contractor's payment to the City.	Yes
2.	Tests & Results The Contractor shall meet the mutually agreed upon timeline, with no more than 2% of total tests administered being outside the limits defined in the "acceptable performance" of this measure.	The Contractor shall report individual test results within 24 hours of verification by the MRO. The Contractor shall forward test samples to the Lab within 24 hours of collection. The Contractor's lab shall perform analysis and report results to the MRO within 24 hours of receipt of sample. In instances of "post-accident" and "reasonable suspicion" testing, the Contractor shall have the capability of performing the required tests within one (1) hour of the request for testing.	1% of the total annual contract amount. The Contractor's failure to meet this measure shall result in the Contractor's payment to the City.	Yes
3.	Medical Review Officer The Contractor shall have a medical review officer to receive laboratory results and to make a determination as to the positive or negative	The Contractor shall provide procedures used to report negative and positive test results, within twenty-four (24) hours of review by the MRO.	1% of the total annual contract amount. The Contractor's failure to provide procedures and adhere to those procedures during the contract period shall result in the Contractor's payment to the City.	Yes

CITY OF AUSTIN
SOLICITATION NUMBER: RFP 5800 EAD0134REBID
PERFORMANCE MEASURES

	PERFORMANCE MEASURE	ACCEPTABLE PERFORMANCE	LIQUIDATED DAMAGE	AGREE YES/NO
	status.			
6.	Confidentiality The Contractor shall not disclose of records other than to the Contract Manager.	The Contractor shall protect the individual being tested; all records that are maintained by the vendor or any of its sub-Contractors shall be kept confidential. The Contractor shall provide testing information as required by Part 40.	1% of total annual contract amount. The Contractor's failure to meet this measure shall result in the Contractor's payment to the City.	Yes
7.	Reporting Reports shall be made available no later than 24 hours after request.	The Contractor shall provide monthly and annual testing reports containing information to be defined by the Contract Manager shall be available electronically.	1% of total annual contract amount. The Contractor's failure to meet this measure shall result in the Contractor's payment to the City.	Yes
8.	Quality Assurance The contract manager will document all instances where the contract is not followed.	The Contractor shall follow all agreements as defined in the contract. No more than three (3) documented issues of non-performance. Examples of non-performance include any activity that results in a violation of DOT regulation or other law on the part of the Contractor; failure to appear to test within 2 hours after requesting a mobile unit; or failure to follow established protocols as required by DOT resulting in the cancellation of a test by the MRO.	1% of total annual contract amount for each instance. The Contractor's failure to meet this measure shall result in the Contractor's payment to the City. After three such occurrences, the City reserves the right to terminate the contract with cause.	Yes

B – Laboratory Certification

Place: National Institutes of Health, 6701 Rockledge Drive, Bethesda, MD 20892 (Telephone Conference Call).

Contact Person: Stacey FitzSimmons, Ph.D., Scientific Review Officer, Center for Scientific Review, National Institutes of Health, 6701 Rockledge Drive, Room 3114, MSC 7808, Bethesda, MD 20892, 301-451-9956, fitzsimmons@csr.nih.gov.

Name of Committee: Center for Scientific Review Special Emphasis Panel; Drug Abuse Dissertation Research.

Date: March 26, 2018.

Time: 11:00 a.m. to 2:00 p.m.

Agenda: To review and evaluate grant applications.

Place: National Institutes of Health, 6701 Rockledge Drive, Bethesda, MD 20892 (Telephone Conference Call).

Contact Person: Robert Freund, Ph.D., Scientific Review Officer, Center for Scientific Review, National Institutes of Health, 6701 Rockledge Drive, Room 5216, MSC 7852, Bethesda, MD 20892, 301-435-1050, freundr@csr.nih.gov.

Name of Committee: Center for Scientific Review Special Emphasis Panel; PAR Panel: Social Epigenomics Research Focused on Minority Health and Health Disparities.

Date: March 27, 2018.

Time: 8:30 a.m. to 6:00 p.m.

Agenda: To review and evaluate grant applications.

Place: Residence Inn Bethesda, 7335 Wisconsin Avenue, Bethesda, MD 20814.

Contact Person: Suzanne Ryan, Ph.D., Scientific Review Officer, Center for Scientific Review, National Institutes of Health, 6701 Rockledge Drive, Room 3139, MSC 7770, Bethesda, MD 20892, (301) 435-1712, ryansj@csr.nih.gov.

Name of Committee: Center for Scientific Review Special Emphasis Panel; PAR Panel: Social Epigenomics Research Focused on Minority Health and Health Disparities.

Date: March 27, 2018.

Time: 8:30 a.m. to 6:00 p.m.

Agenda: To review and evaluate grant applications.

Place: Residence Inn Bethesda, 7335 Wisconsin Avenue, Bethesda, MD 20814.

Contact Person: Lisa Steele, Ph.D., Scientific Review Officer, PSE IRG, Center for Scientific Review, National Institutes of Health, 6701 Rockledge Drive, Room 3139, MSC 7770, Bethesda, MD 20892, 301-594-6594, steeleln@csr.nih.gov.

Name of Committee: Center for Scientific Review Special Emphasis Panel; Program Project Review (PAR-16-393); Pharmacology of Drugs of Abuse During Pregnancy.

Date: March 27, 2018.

Time: 1:00 p.m. to 4:00 p.m.

Agenda: To review and evaluate grant applications.

Place: National Institutes of Health, 6701 Rockledge Drive, Bethesda, MD 20892 (Telephone Conference Call).

Contact Person: Atul Sahai, Ph.D., Scientific Review Officer, Center for Scientific Review, National Institutes of Health, 6701 Rockledge Drive, Room 2188, MSC 7818, Bethesda, MD 20892, 301-435-1198, sahaia@csr.nih.gov.

Name of Committee: Center for Scientific Review Special Emphasis Panel; Member Conflict: Topics in Toxicology.

Date: March 27, 2018,

Time: 1:00 p.m. to 5:00 p.m.

Agenda: To review and evaluate grant applications.

Place: National Institutes of Health, 6701 Rockledge Drive, Bethesda, MD 20892 (Telephone Conference Call).

Contact Person: Jonathan K Ivins, Ph.D., Scientific Review Officer, Center for Scientific Review, National Institutes of Health, 6701 Rockledge Drive, Room 2190, MSC 7850, Bethesda, MD 20892, (301) 594-1245, ivinsj@csr.nih.gov.

Name of Committee: Center for Scientific Review Special Emphasis Panel; Member Conflict: VH Member Special Emphasis Panel.

Date: March 27, 2018.

Time: 2:00 p.m. to 5:00 p.m.

Agenda: To review and evaluate grant applications.

Place: National Institutes of Health, 6701 Rockledge Drive, Bethesda, MD 20892 (Telephone Conference Call).

Contact Person: Larry Pinkus, Ph.D., Scientific Review Officer, Center for Scientific Review, National Institutes of Health, 6701 Rockledge Drive, Room 4132, MSC 7802, Bethesda, MD 20892, (301) 435-1214, pinkusl@csr.nih.gov.

(Catalogue of Federal Domestic Assistance Program Nos. 93.306, Comparative Medicine; 93.333, Clinical Research, 93.306, 93.333, 93.337, 93.393-93.396, 93.837-93.844, 93.846-93.878, 93.892, 93.893, National Institutes of Health, HHS)

Dated: February 28, 2018.

Natasha M. Copeland,

Program Analyst, Office of Federal Advisory Committee Policy.

[FR Doc. 2018-04463 Filed 3-5-18; 8:45 am]

BILLING CODE 4140-01-P

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Substance Abuse and Mental Health Services Administration

Current List of HHS-Certified Laboratories and Instrumented Initial Testing Facilities Which Meet Minimum Standards To Engage in Urine Drug Testing for Federal Agencies

AGENCY: Substance Abuse and Mental Health Services Administration, HHS.

ACTION: Notice.

SUMMARY: The Department of Health and Human Services (HHS) notifies federal agencies of the laboratories and Instrumented Initial Testing Facilities (IITF) currently certified to meet the standards of the Mandatory Guidelines for Federal Workplace Drug Testing Programs (Mandatory Guidelines).

A notice listing all currently HHS-certified laboratories and IITFs is

published in the **Federal Register** during the first week of each month. If any laboratory or IITF certification is suspended or revoked, the laboratory or IITF will be omitted from subsequent lists until such time as it is restored to full certification under the Mandatory Guidelines.

If any laboratory or IITF has withdrawn from the HHS National Laboratory Certification Program (NLCP) during the past month, it will be listed at the end and will be omitted from the monthly listing thereafter.

This notice is also available on the internet at <http://www.samhsa.gov/workplace>.

FOR FURTHER INFORMATION CONTACT:

Giselle Hersch, Division of Workplace Programs, SAMHSA/CSAP, 5600 Fishers Lane, Room 16N03A, Rockville, Maryland 20857; 240-276-2600 (voice).

SUPPLEMENTARY INFORMATION: The Department of Health and Human Services (HHS) notifies federal agencies of the laboratories and Instrumented Initial Testing Facilities (IITF) currently certified to meet the standards of the Mandatory Guidelines for Federal Workplace Drug Testing Programs (Mandatory Guidelines). The Mandatory Guidelines were first published in the **Federal Register** on April 11, 1988 (53 FR 11970), and subsequently revised in the **Federal Register** on June 9, 1994 (59 FR 29908); September 30, 1997 (62 FR 51118); April 13, 2004 (69 FR 19644); November 25, 2008 (73 FR 71858); December 10, 2008 (73 FR 75122); April 30, 2010 (75 FR 22809); and on January 23, 2017 (82 FR 7920).

The Mandatory Guidelines were initially developed in accordance with Executive Order 12564 and section 503 of Public Law 100-71. The "Mandatory Guidelines for Federal Workplace Drug Testing Programs," as amended in the revisions listed above, requires strict standards that laboratories and IITFs must meet in order to conduct drug and specimen validity tests on urine specimens for federal agencies.

To become certified, an applicant laboratory or IITF must undergo three rounds of performance testing plus an on-site inspection. To maintain that certification, a laboratory or IITF must participate in a quarterly performance testing program plus undergo periodic, on-site inspections.

Laboratories and IITFs in the applicant stage of certification are not to be considered as meeting the minimum requirements described in the HHS Mandatory Guidelines. A HHS-certified laboratory or IITF must have its letter of certification from HHS/SAMHSA

(formerly: HHS/NIDA), which attests that it has met minimum standards.

In accordance with the Mandatory Guidelines dated January 23, 2017 (82 FR 7920), the following HHS-certified laboratories and IITFs meet the minimum standards to conduct drug and specimen validity tests on urine specimens:

HHS-Certified Instrumented Initial Testing Facilities

Dynacare, 6628 50th Street NW, Edmonton, AB Canada T6B 2N7, 780-784-1190, (Formerly: Gamma-Dynacare Medical Laboratories)

HHS-Certified Laboratories

ACM Medical Laboratory, Inc., 160 Elmgrove Park, Rochester, NY 14624, 844-486-9226
 Alere Toxicology Services, 1111 Newton St., Gretna, LA 70053, 504-361-8989/800-433-3823, (Formerly: Kroll Laboratory Specialists, Inc., Laboratory Specialists, Inc.)
 Alere Toxicology Services, 450 Southlake Blvd., Richmond, VA 23236, 804-378-9130, (Formerly: Kroll Laboratory Specialists, Inc., Scientific Testing Laboratories, Inc.; Kroll Scientific Testing Laboratories, Inc.)
 Baptist Medical Center-Toxicology Laboratory, 11401 I-30, Little Rock, AR 72209-7056, 501-202-2783, (Formerly: Forensic Toxicology Laboratory Baptist Medical Center)
 Clinical Reference Laboratory, Inc., 8433 Quivira Road, Lenexa, KS 66215-2802, 800-445-6917
 DrugScan, Inc., 200 Precision Road, Suite 200, Horsham, PA 19044, 800-235-4890
 Dynacare,* 245 Pall Mall Street, London, ONT, Canada N6A 1P4, 519-679-1630, (Formerly: Gamma-Dynacare Medical Laboratories)
 ElSohly Laboratories, Inc., 5 Industrial Park Drive, Oxford, MS 38655, 662-236-2609
 Laboratory Corporation of America Holdings, 7207 N. Gessner Road,

Houston, TX 77040, 713-856-8288/800-800-2387

Laboratory Corporation of America Holdings, 69 First Ave., Raritan, NJ 08869, 908-526-2400/800-437-4986, (Formerly: Roche Biomedical Laboratories, Inc.)
 Laboratory Corporation of America Holdings, 1904 TW Alexander Drive, Research Triangle Park, NC 27709, 919-572-6900/800-833-3984, (Formerly: LabCorp Occupational Testing Services, Inc., CompuChem Laboratories, Inc.; CompuChem Laboratories, Inc., A Subsidiary of Roche Biomedical Laboratory; Roche CompuChem Laboratories, Inc., A Member of the Roche Group)
 Laboratory Corporation of America Holdings, 1120 Main Street, Southaven, MS 38671, 866-827-8042/800-233-6339, (Formerly: LabCorp Occupational Testing Services, Inc.; MedExpress/National Laboratory Center)
 LabOne, Inc. d/b/a Quest Diagnostics, 10101 Renner Blvd., Lenexa, KS 66219, 913-888-3927/800-873-8845, (Formerly: Quest Diagnostics Incorporated; LabOne, Inc.; Center for Laboratory Services, a Division of LabOne, Inc.)
 MedTox Laboratories, Inc., 402 W. County Road D, St. Paul, MN 55112, 651-636-7466/800-832-3244
 Legacy Laboratory Services—MetroLab, 1225 NE 2nd Ave., Portland, OR 97232, 503-413-5295/800-950-5295
 Minneapolis Veterans Affairs Medical Center, Forensic Toxicology Laboratory, 1 Veterans Drive, Minneapolis, MN 55417, 612-725-2088, Testing for Veterans Affairs (VA) Employees Only
 National Toxicology Laboratories, Inc., 1100 California Ave., Bakersfield, CA 93304, 661-322-4250/800-350-3515
 One Source Toxicology Laboratory, Inc., 1213 Genoa-Red Bluff, Pasadena, TX 77504, 888-747-3774, (Formerly: University of Texas Medical Branch, Clinical Chemistry Division; UTMB Pathology-Toxicology Laboratory)
 Pacific Toxicology Laboratories, 9348 DeSoto Ave., Chatsworth, CA 91311, 800-328-6942, (Formerly: Centinela Hospital Airport Toxicology Laboratory)
 Pathology Associates Medical Laboratories, 110 West Cliff Dr., Spokane, WA 99204, 509-755-8991/800-541-7891x7
 Phamatech, Inc., 15175 Innovation Drive, San Diego, CA 92128, 888-635-5840
 Quest Diagnostics Incorporated, 1777 Montreal Circle, Tucker, GA 30084, 800-729-6432, (Formerly: SmithKline

Beecham Clinical Laboratories; SmithKline Bio-Science Laboratories)
 Quest Diagnostics Incorporated, 400 Egypt Road, Norristown, PA 19403, 610-631-4600/877-642-2216, (Formerly: SmithKline Beecham Clinical Laboratories; SmithKline Bio-Science Laboratories)
 Quest Diagnostics Incorporated, 8401 Fallbrook Ave., West Hills, CA 91304, 818-737-6370, (Formerly: SmithKline Beecham Clinical Laboratories)
 Redwood Toxicology Laboratory, 3700 Westwind Blvd., Santa Rosa, CA 95403, 800-255-2159
 STERLING Reference Laboratories, 2617 East L Street, Tacoma, Washington 98421, 800-442-0438
 US Army Forensic Toxicology Drug Testing Laboratory, 2490 Wilson St., Fort George G. Meade, MD 20755-5235, 301-677-7085, Testing for Department of Defense (DoD) Employees Only

Upon finding a Canadian laboratory to be qualified, HHS will recommend that DOT certify the laboratory (**Federal Register**, July 16, 1996) as meeting the minimum standards of the Mandatory Guidelines published in the **Federal Register** on January 23, 2017 (82 FR 7920). After receiving DOT certification, the laboratory will be included in the monthly list of HHS-certified laboratories and participate in the NLCP certification maintenance program.

Charles LoDico,

Chemist.

[FR Doc. 2018-04444 Filed 3-5-18; 8:45 am]

BILLING CODE 4160-20-P

DEPARTMENT OF HOMELAND SECURITY

Coast Guard

[Docket Number USCG-2018-0005]

Area Maritime Security Committee; Charleston, SC Committee Vacancies

AGENCY: Coast Guard, DHS.

ACTION: Solicitation for membership.

SUMMARY: This notice requests individuals interested in serving on the Area Maritime Security Committee (AMSC), Charleston, SC, submit their resume to the Federal Maritime Security Coordinator (FMSC), Charleston, SC. The Committee assists the FMSC, Charleston, SC, in developing, reviewing, and updating the Area Maritime Security Plan for their area of responsibility.

DATES: Requests for membership should reach the FMSC, Charleston, SC, by April 5, 2018.

* The Standards Council of Canada (SCC) voted to end its Laboratory Accreditation Program for Substance Abuse (LAPSA) effective May 12, 1998. Laboratories certified through that program were accredited to conduct forensic urine drug testing as required by U.S. Department of Transportation (DOT) regulations. As of that date, the certification of those accredited Canadian laboratories will continue under DOT authority. The responsibility for conducting quarterly performance testing plus periodic on-site inspections of those LAPSA-accredited laboratories was transferred to the U.S. HHS, with the HHS' NLCP contractor continuing to have an active role in the performance testing and laboratory inspection processes. Other Canadian laboratories wishing to be considered for the NLCP may apply directly to the NLCP contractor just as U.S. laboratories do.

Certificate of Accreditation



The Substance Abuse and Mental Health
Services Administration
certifies that

LabOne, Inc. d/b/a Quest Diagnostics

Lenexa, KS

NLCP Laboratory Number: 0325

has successfully completed the requirements
of the National Laboratory Certification Program for urine laboratories in accordance
with the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

Effective June 16, 1994

Pamela S. Hyde, J.D.
Administrator
Substance Abuse and Mental Health Services Administration



Frances M. Harding
Director
Center for Substance Abuse Prevention

Certificate of Accreditation



The Substance Abuse and Mental Health
Services Administration
certifies that

Quest Diagnostics Incorporated

Norristown, PA

NLCP Laboratory Number: 0073

has successfully completed the requirements
of the National Laboratory Certification Program for urine laboratories in accordance
with the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

Effective June 19, 1989

A handwritten signature in black ink, appearing to read 'Pamela S. Hyde'.

Pamela S. Hyde, J.D.
Administrator
Substance Abuse and Mental Health Services Administration



A handwritten signature in black ink, appearing to read 'Frances M. Harding'.

Frances M. Harding
Director
Center for Substance Abuse Prevention

Certificate of Accreditation



The Substance Abuse and Mental Health
Services Administration
certifies that

Quest Diagnostics Incorporated

Tucker, GA

NLCP Laboratory Number: 0067

has successfully completed the requirements
of the National Laboratory Certification Program for urine laboratories in accordance
with the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

Effective June 26, 1989

Pamela S. Hyde, J.D.
Administrator
Substance Abuse and Mental Health Services Administration



Frances M. Harding
Director
Center for Substance Abuse Prevention

Certificate of Accreditation



The Substance Abuse and Mental Health
Services Administration
certifies that

Quest Diagnostics Incorporated

West Hills, CA
NLCP Laboratory Number: 0068

has successfully completed the requirements
of the National Laboratory Certification Program for urine laboratories in accordance
with the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

Effective March 13, 1990

Pamela S. Hyde, J.D.
Administrator
Substance Abuse and Mental Health Services Administration



Frances M. Harding
Director
Center for Substance Abuse Prevention



DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Service

45002

JUN 16 1994

Substance Abuse and Mental
Health Services Administration
Rockville MD 20857

Michael Halvorson, Ph.D.
Center for Laboratory Services
A Division of LabOne, Inc.
8915 Lenexa Drive
Overland Park, Kansas 66214

Dear Dr. Halvorson:

I am pleased to inform you that Center for Laboratory Services, a Division of LabOne, Inc., Overland Park, Kansas, has successfully met all of the requirements for laboratory certification as specified in the Department of Health and Human Services' (HHS) Mandatory Guidelines for Federal Workplace Drug Testing Programs (53 FR 11970).

Center for Laboratory Services, a Division of LabOne, Inc., Overland Park, Kansas, will be placed on the list of laboratories certified as eligible to bid on contracts to perform drug testing for Federal Drug-Free Workplace Programs. The list of laboratories certified by HHS will be sent to all Federal Agencies. Updates to this list will be published every month in the Federal Register, and made available to the general public upon request.

To maintain certification from HHS, Center for Laboratory Services, a Division of LabOne, Inc., Overland Park, Kansas, must continue to meet all the requirements of the Federal Guidelines as specified in Subpart C-- Certification of Laboratories Engaged in Urine Drug Testing for Federal Agencies. Maintenance of certification requires participation in an every-other-month performance testing program plus periodic, on-site inspections (see Sections 3.2(b), 3.17, 3.19 and 3.20).

If you have any questions concerning HHS's National Laboratory Certification Program, please contact the Division of Workplace Programs, Drug Testing Section, at (301) 443-6014.

The HHS laboratory standards for urine drug testing certification were designed to assure Federal Agencies and their employees that the laboratories and the scientific and methodological procedures used are of the highest quality. Your laboratory is to be congratulated for meeting all the requirements of the Agency's program.

Sincerely,

Elaine M. Johnson, Ph.D.
Acting Administrator

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Section II

We include the completed Section 0610 Rate Sheet, immediately following this page. We affirm that all information and pricing is valid for 180 calendar days following the due date of March 29, 2018.



RATE SHEET CITY OF AUSTIN DRUG AND ALCOHOL TESTING REBID

SOLICITATION NO.: RFP 5800 EAD0134REBID

BUYER: Erin D'Vincent

Special Instructions: Offerors must use this Rate Sheet to submit pricing. Be advised that altering the rate sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed, actual purchases may be more or less. Quantities are provided as a guide based on historical or anticipated usage. Order quantities will be as-needed and specified by the City for each order.

A bid of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of "no bid" or no response (space left blank) will be interpreted by the City that the Offeror does not wish to bid on that item. Be advised, a "no bid" or no response may be considered as non-responsive and may result in disqualification of the bid.

Prices offered on the rate sheet shall be all inclusive of fees. The Offeror shall not charge separately for administrative, overhead, per diem, and shipping or transportation costs (travel time, fuel surcharges, mileage, stop-fee, etc.). The Offeror shall provide all tools, labor, travel, and equipment necessary to perform the services required under this contract.

The City reserves the right to award a single contract or multiple awards based on individual or categories/groups of specific line items, cost, or any criteria or combination deemed most advantageous to the City.

CATEGORY 1 - DRUG TESTING SERVICES

ITEM NO.	ITEM	ESTIMATED ANNUAL QUANTITY	UNIT COST	EXTENDED PRICE
1.1	Drug Testing Services, Monday through Friday, 8:00 AM - 5:00 PM, at Contractor's Site	1,300	32.00	41,600.00
1.2	Drug Testing Services, Monday through Friday, 8:00 AM - 5:00 PM, at City Site	50	32.00	1,600.00
1.3	Drug Testing Services, after hours and weekends 5:01 PM to 7:59 AM, at Contractor's Site	325	32.00	10,400.00
1.4	Drug Testing Services, after hours and weekends 5:01 PM to 7:59 AM, at City Site	10	32.00	320.00
SUBTOTAL FOR DRUG TESTING =				\$53,920.00

CATEGORY 2 - ALCOHOL TESTING SERVICES

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT COST	EXTENDED PRICE
2.1	Alcohol Testing Services, Monday through Friday, 8:00 AM - 5:00 PM, at Contractor's Site	200	19.00	3,800.00
2.2	Alcohol Testing Services, Monday through Friday, 8:00 AM - 5:00 PM, at City Site	10	19.00	190.00
2.3	Alcohol Testing Services, after hours and weekends 5:01 PM to 7:59 AM, at Contractor's Site	30	19.00	570.00
2.4	Alcohol Testing Services, Monday through Friday, 8:00 AM - 5:00 PM, Mobile Unit	10	19.00	190.00
SUBTOTAL FOR ALCOHOL TESTING =				\$4,750.00

CATEGORY 3 - ADDITIONAL SERVICES

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT COST	EXTENDED PRICE
3.1	Gas Chromatography/Mass Spectrometry (GC/MS) Analysis	1,300		0
3.2	Split Specimen Secondary Testing	10		0
3.3	Unemployment Hearing Documentation	10		250.00
SUBTOTAL FOR ADDITIONAL SERVICES =				250.00
TOTAL EXTENDED PRICE FOR CATEGORIES 1 THROUGH 3 =				\$58,920.00



**RATE SHEET
CITY OF AUSTIN
DRUG AND ALCOHOL TESTING REBID**

SOLICITATION NO.: RFP 5800 EAD0134REBID

BUYER: Erin D'Vincent

**EXPERT WITNESS SERVICES
(Pricing for this Category will not be used to determine award.)**

Please list any additional related services your Company can offer the City along with an associated hourly rate or pricing for additional services. Information in this Category will not be evaluated, and the City does not guarantee the purchase of any additional services. Revisions to the prices may only be adjusted using the Published Price Lists provision in Section 0400. Please include additional pages as necessary.

ITEM NO.	ITEM DESCRIPTION	HOURLY RATE
4.1	Medical Review Officer	250.00*
4.2	Toxicologist	250.00*
4.3	Blood Alcohol Technician	25.00
4.4	Other Staff	N/A
4.5	Additional Services - Attach price sheet/list	Please see attached price sheet, immediately following this page.

COMPANY NAME: Occupational Health Centers of the Southwest PA d/b/a Concentra Medical Centers

EMAIL ADDRESS: lori_morris@concentra.com

4.5 Additional Services

Mobile Unit Onsite Fees

\$100 onsite fee 8am-5pm(includes up to 5 UDS collections, if there are 5 collections, then the 100.00 fee is waived.)

\$25 per hour of wait time (shy bladders)

After hours fee (5pm-8am) - \$225 flat rate

After Hours Fees for sub-contractor

After-hours call-out fee (4:30pm to 9:00am weekdays, weekends & holidays)
\$150.00

Second hour & each hour thereafter	\$50/hour
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Section III

Proposal Acceptance Period

We affirm that this proposal is valid for of 180 calendar days following the proposal's due date, March 22, 2018.

Proprietary Information

We affirm our understanding that all material submitted to the City become public property and is subject to the Texas Open Records Act upon receipt.

Proposal Preparation Costs

We affirm that we understand that all costs directly or indirectly related to preparation of a response to this RFP or any oral presentation required to supplement and/or clarify a proposal is the responsibility of Concentra.

Compliance

We affirm that we agree to compliance with terms of this RFP, except for those terms indicated on the exceptions document. We will affirm that we are in compliance with all applicable rules and regulations of federal, state, and local governing entities.

Service-Disabled Veteran Business Enterprise

We affirm that we understand that offerors submitting proposals in response to an RFP shall receive a three-point (3 percent) preference if the Offeror, at the same time the proposal is submitted, is certified by the State of Texas, Comptroller of Public Accounts a Historically Underutilized Business and is a Service-Disabled Veteran Business Enterprise, according to the rules of the interim Service-Disabled Veteran Business Enterprise (SDVBE) Program. We understand this preference does not apply to subcontractor.

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Section IV

Evaluation Factors and Award

We affirm our understanding that this proposal will be evaluated based on the following factors:

- Compliance to Requirements: 42 points
- Price Proposal: 25 points
- Applicable Experience: 20 points
- Service-Disabled Veteran Business Enterprise: Maximum 3 points
- Local Business Presence: Maximum 10 points

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Attachments

In this section, Concentra includes the following information for the City's review:

Attachment A: Personnel Resumes

Attachment B: Medical Review Officer Qualifications

Attachment C: Staff Certifications

Attachment A

Personnel Resumes

OBJECTIVE

To be an individual contributor for a company who values people who work hard.

SALES QUALIFICATIONS IN ACTION

- *Consistent Top Producer: Challenger Award Winner Q2, Q3 of 2014, President's Club Honors (2014), Rookie of the Year (2010) and multiple Sales Awards through out career.*
- *Promoted to a higher position in four of the five total companies, Lori has worked at, in her career.*
- *Esteemed for being a team leader amongst peers and collaborates well with cross disciplines to problem solve conflicts, and retain existing accounts.*

PROFESSIONAL HISTORY

CONCENTRA, San Antonio TX

Nov 2016-present

Senior Key Account Manager

Responsibilities include growth and maintenance of the relationship with large regional employers in Houston, Austin, and San Antonio.

Director of Sales

Oct 2015- Nov 2016

Responsibilities include: managing a team of six account executives in four markets; ensuring they meet their monthly sales quotas by coaching, and mentoring each one and reviewing the expectations of their roles on a consistent basis.

Feb 2013-Sept 2015

Sales Representative

Responsibilities include: bringing new employers to Concentra, and cultivating new opportunities to increase business with existing employers at two medical centers in San Antonio.

- *Received the Challenger Award for Q2, Q3, and Q4 of 2014, for exceeding goals in all four sales metrics. Finished 2014 120% over goal. President's Club Winner, 2014; only 8 sales representatives chosen nationwide for this elite honor.*

NOVA MEDICAL CENTERS, Austin TX

Feb 2012-May 2012

Industrial Director: North Austin Center

Promote the amenities of a private occupational medical facility to potential clients in a no contract environment, with an overall goal of bringing 65 new injuries into the facility monthly.

- *Signed 28 clients in the first month with a close ratio of 85%.*
- *Exceeded monthly metrics, and ranked #2 out of 5 sales representatives in the North Austin Center.*

AUSTIN AMERICAN-STATESMAN, COX Enterprises, Austin TX (Media Company)

Oct 2008-Jan 2012

Multi-Media Sales Representative National Team: Technology, Government Agencies, Law Firms

March 2009-Jan 2012

Produced an ongoing, successful sales pipeline of quality leads to surpass sales forecasts. Created avenues for collaboration, and shared accountability between departments to increase revenues; skillfully negotiated annual contracts up to \$1,000,000.

- *President's Circle Award Winner 2011 (Ranked #3 out of 40 sales reps)*
- *Most New Business Revenue Contest Winner Q4 2009*
- *Rookie of the Year Award 2010*

Multi-Media Sales Representative Retail Team

Oct 2008-March 2009

- *Consistently surpassed monthly revenue goals and was promoted after 6 months.*

LORI CASTILLO MORRIS

CORE COMPETENCIES

New Business Development	Strategic Marketing	Oral Presentations
Contract Negotiations	Team Leadership	Consultative Selling
Project Management	Revenue Growth	Event Marketing

PC proficient, Office Windows Suite including: Excel, Word, and Power Point. CRM tools include Sales Force, Zextus, Microsoft C4. Digital online ad management: SEO & SEM.

EDUCATION AND PROFESSIONAL TRAINING

Awarded Full Academic College Scholarship by the M.S. Doss Foundation, Seminole Texas	1988
Bachelor of Arts in Advertising, TEXAS TECH UNIVERSITY, Lubbock, Texas	1993
Completed Cox Paradigm Online Training	2009
Attended Sandler Sales Seminar	2010
Completed Center for Sales Strategy Training Course	2011

COMMUNITY INVOLVEMENT

HILL COUNTRY BIBLE CHURCH	2011
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- Hosted Backyard Bible Club for neighborhood children age 5-12

WINE & FOOD FOUNDATION OF TEXAS

- Raised sponsorship monies for "Big Reds and Bubbles Event" in October. This event funds scholarships for chefs attending culinary school.

LUBBOCK ADVERTISING FEDERATION	1997-2008
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- Member, raised funds for advertising scholarships by organizing fundraisers.
- Board Member, brainstormed monthly program presentation ideas and put them into action.

AMERICAN CANCER SOCIETY, Lubbock, TX	1997-2003
--------------------------------------	-----------

- Board Member to the Lubbock Chapter, created the "Breast Cancer Awareness" insert that was distributed through the Lubbock Avalanche Journal every year in October.
- Co-Chair of Communications Committee; wrote press releases for specific events and assisted with event planning and organization

REFERENCES AVAILABLE

MARGARET MacCALLON



QUALIFICATIONS

Assertive, self-motivated, and goal-oriented medical professional. Over 9 years of overall medical experience with at least 7 years of concentrated management experience with over 30 direct reports. Concise communicator with proven strengths in employee management, customer service, and relationship building. Exceptional mentor, leader, and coach while consistently recognized as a top employee by upper management. Proficient in Microsoft Suite Software, EMDs, Allscripts, and Centricity softwares, ICD 9/ 10 codes, interpreting legislation, billing and insurance authorizations, patient relations, issuing prescriptions, maintaining and ordering supplies, blood draws and IVs, surgery sterile prep, both ultrasound and x-ray imaging, budgeting, ACLS care, and the extensive time management of running a large medical practice.

EDUCATION

Clements High School – Fall 2000 to Spring 2003 - *Accelerated Graduation Program*

Texas A&M University at Galveston- Fall 2003 to Fall 2005 - *Biology and Nursing Prerequisites, Transferred*

Galveston Community College/University of Texas Medical Branch - Spring 2006 to Fall 2009 - *EMT-B, EMT-I, EMT-Paramedic, and EMS Instructor, BS/AS Emergency Services*

Texas Tech/Excelsior - Spring 2014 to Current - *Health Care Administration*

CERTIFICATIONS

CPR: Expires 06/2019

Paramedic: State ID 704502 Expires 06/2019

ACLS: most recently completed 03/2016

PROFESSIONAL EXPERIENCE

Concentra - Austin, TX

October 2016 – Present, Paramedic/ Center Operations Director- As the Center Operations Director, presides over high volume clinic seeing 100+ patients a day. Handle all financials, credentialing, cash management, inventory, compliance, and reporting both state and internal. Provide all training and staff management in the building while staffing/ managing the PRN pool for the Austin area. Extensive client and patient management. Reports directly to the Area Operations Director.

Advanced Pain Care (Pain Management South Locations with Dr. Malone) - Austin, TX

November 2014 –October 2016, Paramedic/ Clinic Manager - As the Clinic Manager, presided over four clinics front to back. Using Paramedic licensure, responsible for performing ALS Patient Care as needed. Managed a large 30+ member staff with confidence and compassion. Ensured compliance and patient advocacy through auditing, quality control, and staff training. Daily duties include ordering, budgeting, cash management, deposits, and reporting. Other duties also include trouble shooting all billing and documentation issues.

Reported directly to the CEO and COO while assertively running four standalone clinics in their entirety.

ProloAustin (Physical Medicine and Rehab Clinic with Dr. Bradley Fullerton) - Austin, TX

August 2012 – November 2014, Paramedic/ Clinical Manager - As the Clinical Manager, work very closely with the presiding Physician to ensure smooth clinic operations. Using Paramedic licensure, responsible for performing ALS Patient Care as needed. Handle a high volume of prescriptions, patient calls, and patient concerns. Daily duties include ordering, budgeting, and billing. Other duties also include managing online marketing and social media. Managed communication with MA staff, as well as training and delegation of duties. Prepared staff schedule and ensured adequate coverage. Collaborated with director to manage all staff issues.

DCI Biologicals LLC - Austin, TX

January 2011 – August 2012, Paramedic/ Physician Substitute/ Medical Supervisor – Responsibilities included maintaining quality control of biologic product. Implemented thorough reinforcement of donor safety. Using Paramedic licensure, performed ALS Patient Care when needed. Managed staff to ensure daily compliance and safety according to OSHA and federal regulations. Delegation, training, and scheduling to assure maximum efficiency. Worked with diverse populations and built strong client relations.

American Medical Response - Austin, TX

January 2010 – January 2011, EMT Basic - Performed Patient Care, Emergency Responding, and specialized in Neonate Care. Responded to calls for medical assistance at accidents, emergencies, and other related incidents. Made diagnoses and gave emergency treatment to patients who were seriously ill or had life-threatening conditions. Responsible for writing up all case notes to report the patient's history, condition and treatment to relevant hospital staff and coroners' offices.

Legacy EMS - Coldspring, TX

April 2009 – January 2010, EMT Basic - While obtaining Paramedic licensure, performed Patient Care and Emergency Responding duties. Responded to emergency calls from various patients or individuals who were in need of immediate care. Distinguished the cause and degree of illness or injury and demonstrated priority for needed emergency care. Rendered pre-hospital emergency medical care of simple and multiple system traumas and illnesses.

Gulf Greyhound Park – League City, TX

April 2009 – January 2010, EMT Basic - While obtaining Paramedic licensure, I performed Patient Care and was the on-site Medic on duty. Stocked and maintained BLS office to a state of readiness. Worked with diverse populations and built strong client relations.

Galveston Area Ambulance Authority – Galveston, TX

March 2008 – May 2009, EMT-Basic - While in school to obtain Paramedic licensure, performed Patient Care and Emergency Responding. Responded to emergency calls from various patients or individuals who are in need of immediate care. Distinguished the cause and severity of illness or injury and demonstrated priority for needed emergency care. Rendered pre-hospital emergency medical care of simple and multiple system traumas and illnesses.

INTERESTS

Reading, scuba diving, international travel, raising and breeding Great Danes.

References and older employment Available Upon Request

GARRICK M. BASKERVILLE, M.D.

Employment:	MedSpring Urgent Care <i>Staff Physician</i>	Austin, TX 5/2016- Present
	Premier Urgent Care, UCAOA Accredited <i>Staff Physician</i> Provides full scope acute medical care and occupational medicine	Philadelphia Suburbs, PA 7/2014- 3/2016
	Crozer-Keystone Health System, Milmont Park Family Practice <i>Attending Family Medicine Physician</i>	Milmont Park, PA 12/2012 - 6/2014
	Spectrum Health Services, Inc., Broad Street Health Center <i>Attending Family Medicine Physician</i> Provides full scope family practice without OB including procedures daily including joint injections, minor skin surgery, ingrown toenail procedures, and more	Philadelphia, PA 8/2010 - 11/2012
Residency:	Christiana Care Health System <i>Family Medicine Resident, Sports Medicine focus - ACGME Accredited Program</i>	Wilmington, DE 7/2007 - 6/2010
Education:	The Pennsylvania State University College of Medicine <i>Doctor of Medicine</i>	Hershey, PA 8/2003 - 5/2007
	The Pennsylvania State University <i>Bachelor of Science - Biology</i>	University Park, PA 6/1999 - 5/2003
Medical Licensure:	Texas License # Q7641 *No medical malpractice cases, pending or past history	State of Texas 4/2016 - Present
Research Experience:	Title: A Review of Literature of Strategies to Reduce Hospital Readmission Rates in the General Medical, Non-Heart Failure Patient Preceptor: Mary Stephens, MD, MPH, Department of Family and Community Medicine <i>Christiana Care Health System</i>	Wilmington, DE 2009 - 2010
	Title: The Effectiveness of a No Diversion Policy on the number of patients who leave without treatment in a rural academic hospital Emergency Department Preceptor: Chris DeFlicht, MD, Department of Emergency Medicine <i>Penn State College of Medicine</i>	Hershey, PA 2006 - 2007
	Title: Collagen inhibits the expression of cadherins and β-catenin in Embryonic chick tendon fibroblasts Preceptor: H. Paul Ehrlich, PhD, Department of Plastic Surgery <i>Penn State College of Medicine</i>	Hershey, PA Summer 2002
Volunteer Experience:	Clinical Preceptor/Educator, Broad Street Health Center and Premier Urgent Care Provided medical education to nurse practitioner students from University of Pennsylvania	Philadelphia area, PA 2011- 2012, 2015
	Physician, Cornerstone Baptist Church Community Health Fair Answered general medical questions and discussed the importance of screening for diseases based on age and risk factors	Wilmington, DE 10/2009 and 2010
	Physician, Alexis I. duPont High School Performed over 40 sports physicals for high school athletes	Greenville, DE 8/2008
	Assistant Team Physician, Thomas McKean High School Provided medical care at home football games	Wilmington, DE Fall 2007 & Fall 2008
	Physician, Keystone State Games Provided medical care to high school athletes participating in sporting activities	York, PA 7/2008

Honors / Awards:	Penn State College of Medicine Reunion committee, Member Worked with other committee members to plan the 5-year reunion for the Class of 2007	Philadelphia, PA 2011 - 2012
	Reach-out and Read Site Coordinator, Broad Street Health Center Ordered and helped ensure the distribution of books to children during their annual physical	Philadelphia, PA 4/2011 - 11/2012
	Guest Speaker, Zion Baptist Church Spoke to church and other local community members about importance of control of diabetes, hypertension, and obesity	Ambler, PA 9/2010
	Guest Speaker, Wissahickon Senior High School Spoke to a group called CASA (Celebrating All Students' Achievements) where I used my own experiences to encourage minority students from my alma mater to enroll in Honors level classes	Ambler, PA 9/2009
	Guest Speaker, Living Faith High School Spoke at high school assembly encouraging students to pursue their dreams	Cherry Hill, NJ 2/2008
	Guest Speaker, The Penn State - School District of Phila. 18th Annual Awards Convocation Invited by Penn State to talk to 400 of the top minority students from the Philadelphia School District about life at Penn State. My speech was entitled "Think Big."	Philadelphia, PA 2005
Medical Credentials:	Dean's Scholarship, Penn State College of Medicine A \$5000 annual academic scholarship for medical students	Hershey, PA 2003 - 2007
	Social Chair - Class of 2007, Penn State College of Medicine Was responsible for organizing social activities throughout the academic year	Hershey, PA 2003 - 2004
	Bunton - Waller Fellowship, The Pennsylvania State University A full academic scholarship awarded to students pursuing STEM majors	University Park, PA 1999 - 2003
	Basic Life Support (BLS)	2000 - Present
	Advanced Cardiac Life Support (ACLS)	2007 - Present
	Pediatric Advanced Life Support (PALS)	2007 - Present
Additional Qualifications:	NRCME (DOT) Certified	2015 - Present
	AAFP Emergency and Urgent Care course Intensive 4-day course learning how to identify and treat common urgent care illnesses/injuries	Albuquerque, NM 9/2014
	AAFP Dermatology course Intensive 4-day course learning identification and treatment of dermatologic disease	Monterey, CA 6/2011
	Achieving Competency Today (ACT) Course <i>Christiana Care Health System</i> A graduate level, interdisciplinary course that addressed systems-based practice, practice-based learning, health care economics, patient safety, and quality improvement	Newark, DE 9/2008 - 12/2008
	Institutional Review Board (IRB) Training Course <i>Christiana Care Health System</i>	Newark, DE 2008
	Proficient with various EMR systems - eCW, Agility, Centricity, Epic, Allscripts	
Professional Memberships:	Proficient in Medical Spanish	
	Texas Academy of Family Practice	2016 - Present
	American Academy of Family Medicine	2007 - Present
	Pennsylvania Academy of Family Practice	2010 - 2016
	Pennsylvania Medical Society	2013 - 2016
	Interests:	Professional photographer, flying private small aircraft, running, golfing, cooking, home repair, gardening

**References available upon request*

Attachment B

Medical Review Officer Qualifications

STEPHEN J. KRACHT, D.O.

CURRICULUM VITAE

EDUCATION:

Pre-Medical: Kansas University
Lawrence, Kansas
B.G.S., Human Biology, 1982

Medical: University of Health Services
Kansas City, Missouri
Doctor of Osteopathy, 1987

Internship: Chicago Osteopathic Hospital
Chicago, Illinois
1987-1988

Residency: Chicago Osteopathic Hospital
Chicago, Illinois
1988-1989

PROFESSIONAL EXPERIENCE:

June 2005 - Present eScreen, Inc.
Overland Park, Kansas
Medical Review Officer, eMRO

1994 - 2005 Employer Health Services/HCA/Concentra
Kansas City, Missouri
Staff Physician/Medical Review Officer

1993 - 1994 Diagnostic Center for Men
Olathe, Kansas
Staff Physician

1991 - 1993 Employer Health Services
Kansas City, Missouri
Staff Physician/Medical Review Officer

1989 - 1991 Lexington Family Clinic
Lexington, Missouri
Health Midwest Owned Practice
Physician

LICENSURE: Missouri, Kansas

CERTIFICATIONS: General Practice, 1989
AAMRO Certified – June 2002, June 2005, April 2007
MROCC Certified – May 1992, January 1997, June 2002, July 2008
Certified by ABIME – November 2004

MROCC
Medical Review Officer Certification Council
Certifies that

STEPHEN J. KRACHT, D.O.

has successfully met all eligibility and examination criteria
and is hereby designated a
Certified Medical Review Officer



Certificate No.

13-10111

Effective this 30th day of JULY 2013

Expires on 30th day of JULY 2018

Elizabeth Gersch MD
Chairman, Board of Directors

Michael D. Holland MD
Secretary, Board of Directors



Theodore F. Shults, MS, JD
Chairman
(919) 489-5407

American Association of Medical Review Officers

April 21, 2017

Verification of Certification for: Stephen J. Kracht, D.O.
Cynergy P.A.
8140 Ward Parkway
Kansas City MO 64114

Certification Number: 20508284

Current Certification Date: April 20, 2017

Certification Expiration Date: April 20, 2022

This notice serves as verification that the above-referenced physician has been certified as a Medical Review Officer (MRO) through the American Association of Medical Review Officers (AAMRO).

For all physicians certified or recertified by AAMRO after October 1, 2010 will have to attend an MRO training program and take the exam. Recertification is required every five years to remain in good standing.

The referenced physician is listed in the AAMRO registry of Certified Medical Review Officers (www.aamro.com).

Theodore F. Shults, J.D., M.S.
Chairman

Attachment C

Staff Certifications

Certificate of Completion

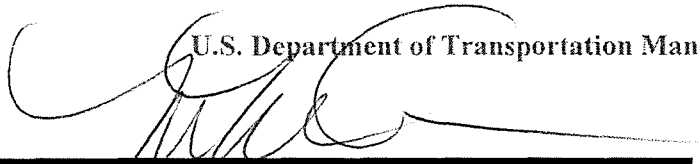
Drug Screen Collector Qualification Training

Lupe Cruz

Has successfully completed Qualification and Proficiency Training and
Is found to be Knowledgeable in the Procedures as documented in the
Concentra Drug Screen Collection Manual

and

U.S. Department of Transportation Mandatory Guidelines, Federal Workplace Drug Testing Program *



COD

Concentra

04/10/2017

Date



Monitor

Concentra

Date

** The DOT operating administrations' rules require that employers conduct drug testing according to provisions of 49 CFR Part 40, "Procedures for Transportation Workplace Drug Testing Programs." Final Rule published in the Federal Register on December 1, 1989, (54 FR 49854), revised on February 15, 1994, as "Procedures For Transportation Workplace Drug and Alcohol Testing Programs" (59 FR 7340) amended 7/96, rewritten effective December 18, 2000. The procedures in 49 CFR Part 40 are based on the Department of Transportation Urine Specimen Collection Guidelines written by the Office of Drug and Alcohol Policy and Compliance published August 2001.*

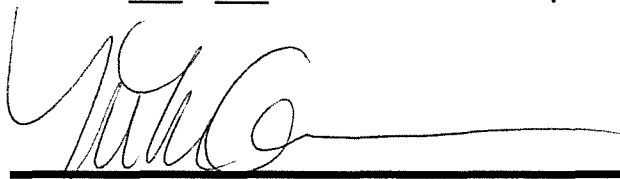
Lupe Cruz

Breath Alcohol Technician

Training Course

☒ Proficient in CFR Part 40 Procedures

☒ Proficient in Operation of EBT

 4/16/17

Alcomonitor CC
EBT Name/ Model No.

Concentra™

Certificate of Completion

Tiffany Estrada

Has successfully completed the

Breath Alcohol Technician

Training Course

☒ Proficient in CFR Part 40 Procedures
☒ Proficient in Operation of EBT

Alco Sensor V XL
EBT Name/ Model No.

Brenda Bustamante

Instructor, Concentra Medical Centers

3/23/2016

Date

Concentra

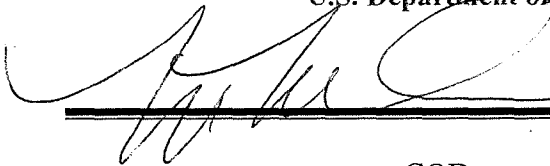
Certificate of Completion

Drug Screen Collector Qualification Training

Barry Florendo

Has successfully completed Qualification and Proficiency Training and
Is found to be Knowledgeable in the Procedures as documented in the
Concentra Drug Screen Collection Manual
and

U.S. Department of Transportation Mandatory Guidelines, Federal Workplace Drug Testing Program *



COD

ConcentraTM

4/21/2017

Date

Monitor

ConcentraTM

Date

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Certificate of Completion

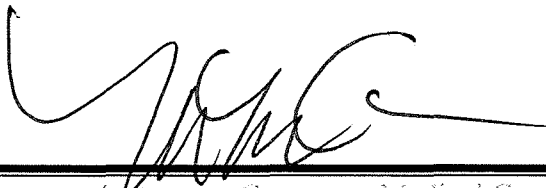
Barry Florendo

Has successfully completed the

Breath Alcohol Technician

Training Course

☒ Proficient in CFR Part 40 Procedures
☒ Proficient in Operation of EBT



Instructor, Concentra Medical Centers

Alcomonitor CC
EBT Name/ Model No.

5/9/17

Date

Concentra™

Jennifer Garcia

Breath Alcohol Technician

Training Course

☒ Proficient in CFR Part 40 Procedures
☒ Proficient in Operation of EBT

Alcomonitor CC
EBT Name/ Model No.

02/000/2017

Concentra™

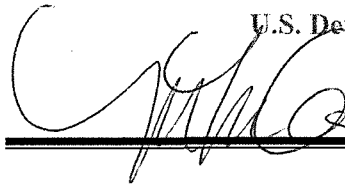
Certificate of Completion

Drug Screen Collector Qualification Training

Jennifer Garcia

Has successfully completed Qualification and Proficiency Training and
Is found to be Knowledgeable in the Procedures as documented in the
Concentra Drug Screen Collection Manual
and

U.S. Department of Transportation Mandatory Guidelines, Federal Workplace Drug Testing Program *



COD

Concentra⁺

02/00/2017
Date



Monitor

Concentra⁺

Date

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Certificate of Completion

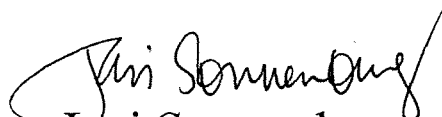
Laura Gonzalez

Has successfully completed the

Breath Alcohol Technician

Training Course

☒ Proficient in CFR Part 40 Procedures
☒ Proficient in Operation of EBT


Jaci Sonnenburg

Instructor, Concentra Medical Centers

Alcosensor V-XL
EBT Name/ Model No.

May 9, 2016

Date

Concentra

Certificate of Completion


Drug Screen Collector Qualification Training

Laura Gonzalez

Has successfully completed Qualification and Proficiency Training and
Is found to be Knowledgeable in the Procedures as documented in the
Concentra Drug Screen Collection Manual

and

U.S. Department of Transportation Mandatory Guidelines, Federal Workplace Drug Testing Program *



COD

Concentra

02/06/2017

Date

Monitor

Concentra

Date

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Certificate of Completion

Drug Screen Collector Qualification Training

Jess Vasquez

Has successfully completed Qualification and Proficiency Training and
Is found to be Knowledgeable in the Procedures as documented in the

Concentra Drug Screen Collection Manual

and

U.S. Department of Transportation Mandatory Guidelines, Federal Workplace Drug Testing Program *

Norma Juarez

COD

Brenda Bustamante

Monitor

Concentra

Concentra

9/23/2015

Date

9/23/2015

Date

** The DOT operating administrations' rules require that employers conduct drug testing according to provisions of 49 CFR Part 40, "Procedures for Transportation Workplace Drug Testing Programs." Final Rule published in the Federal Register on December 1, 1989, (54 FR 49854), revised on February 15, 1994, as "Procedures For Transportation Workplace Drug and Alcohol Testing Programs" (59 FR 7340) amended 7/96, rewritten effective December 18, 2000. The procedures in 49 CFR Part 40 are based on the Department of Transportation Urine Specimen Collection Guidelines written by the Office of Drug and Alcohol Policy and Compliance published August 2001.*

Certificate of Completion

Jess Vasquez

Has successfully completed the

Breath Alcohol Technician

Training Course

☒ Proficient in CFR Part 40 Procedures
☒ Proficient in Operation of EBT

Alcosensor V-XL
EBT Name/ Model No.

Jaci Sonnenburg

Instructor, Concentra Medical Centers

March 24, 2016

Date

Concentra™

Certificate of Completion

Jess Vasquez

Has successfully completed the

Breath Alcohol Technician

Training Course

☒ Proficient in CFR Part 40 Procedures

☒ Proficient in Operation of EBT

Alcomonitor CC
EBT Name/ Model No.

Brenda Bustamante

Instructor, Concentra Medical Centers

09/23/2015

Date

Concentra

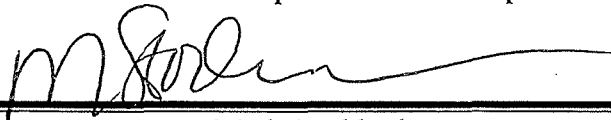
Certificate of Completion

Drug Screen Collector Qualification Training

Brandy Villareal

Has successfully completed Qualification and Proficiency Training and
Is found to be Knowledgeable in the Procedures as documented in the
Concentra Drug Screen Collection Manual
and

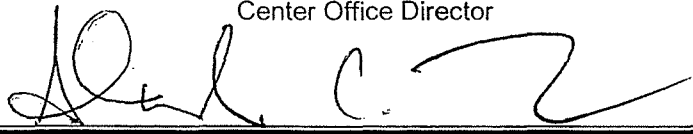
U.S. Department of Transportation Mandatory Guidelines, Federal Workplace Drug Testing Program *



Mark Stoddard
Center Office Director

April 14, 2015

Date



Alexander C. Torres
Monitor

April 14, 2015

Date

Concentra[™]

Concentra[™]

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Certificate of Completion

Brandy Villarreal

Has successfully completed the

Breath Alcohol Technician

Training Course

☒ Proficient in CFR Part 40 Procedures
☒ Proficient in Operation of EBT

Alcosensor V-XL

EBT Name/ Model No.

Jaci Sonnenburg

Instructor, Concentra Medical Centers

March 24, 2016

Date

Concentra

Certificate of Completion

Brandy Villarreal

Has successfully completed the

Breath Alcohol Technician

Training Course

☒ Proficient in CFR Part 40 Procedures

☒ Proficient in Operation of EBT

Alcomonitor CC
EBT Name/ Model No.

Brenda Bustamante

Instructor, Concentra Medical Centers

06/26/2015

Date

Concentra™

Certificate of Completion

Drug Screen Collector Qualification Training

Desiree Torres

Has successfully completed Qualification and Proficiency Training and
Is found to be Knowledgeable in the Procedures as documented in the

Concentra Drug Screen Collection Manual

and

U.S. Department of Transportation Mandatory Guidelines, Federal Workplace Drug Testing Program *

Christopher Gay

COD

Brenda Bustamante

Monitor

Concentra™

Concentra™

10/05/2016

Date

10/05/2016

Date

* The DOT operating administrations' rules require that employers conduct drug testing according to provisions of 49 CFR Part 40, "Procedures for Transportation Workplace Drug Testing Programs." Final Rule published in the Federal Register on December 1, 1989, (54 FR 49854), revised on February 15, 1994, as "Procedures For Transportation Workplace Drug and Alcohol Testing Programs" (59 FR 7340) amended 7/96, rewritten effective December 18, 2000. The procedures in 49 CFR Part 40 are based on the Department of Transportation Urine Specimen Collection Guidelines written by the Office of Drug and Alcohol Policy and Compliance published August 2001.

Desiree Torres

Desiree Torres

Has successfully completed the

Breath Alcohol Technician

Training Course

☒ Proficient in CFR Part 40 Procedures
☒ Proficient in Operation of Alco Sensor

Brenda Bustamante

Instructor, Concentra Medical Centers

Alco-Senor V XL
EBT Name/ Model No.

10/6/2016

Date

Concentra

Certificate of Completion

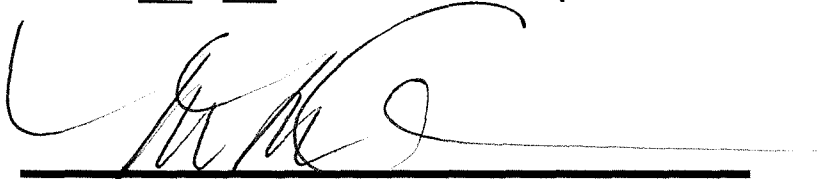
Melissa Martinez

Has successfully completed the

Breath Alcohol Technician

Training Course

☒ Proficient in CFR Part 40 Procedures
☒ Proficient in Operation of EBT



Instructor, Concentra Medical Centers

Alcomonitor CC
EBT Name/ Model No.

6/9/17

Date

Concentra

Certificate of Completion

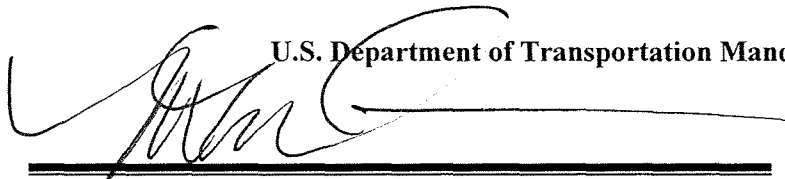
Drug Screen Collector Qualification Training

Melissa Martinez

Has successfully completed Qualification and Proficiency Training and
Is found to be Knowledgeable in the Procedures as documented in the
Concentra Drug Screen Collection Manual

and

U.S. Department of Transportation Mandatory Guidelines, Federal Workplace Drug Testing Program *



COD

Concentra⁺

5/9/17
Date

Date



Monitor

Concentra⁺

Date

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Certificate of Completion

Drug Screen Collector Qualification Training

Troy Hedges

Has successfully completed Qualification and Proficiency Training and
Is found to be Knowledgeable in the Procedures as documented in the

Concentra Drug Screen Collection Manual

and

U.S. Department of Transportation Mandatory Guidelines, Federal Workplace Drug Testing Program *



Mark Stoddard
Center Office Director

May 28, 2014

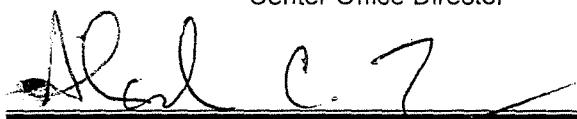
Date

Concentra

May 28, 2014

Date

Concentra



Alexander C. Torres
Monitor

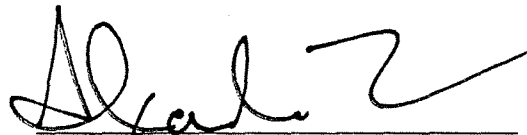
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Certificate

This is to certify that TROY HEDGES has successfully completed the

Breath Alcohol Technician

Training Course on JUNE 6, 2014


Instructor ALEXANDER TORRES, ACD

☒ Proficient in CFR Part 40 Procedures

☒ Proficient in Operation of EBT

ALCOMONITOR CC
EBT Name / Model No.

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Erin D'Vincent 4-3070	PM Name/Phone	Brendan Rumph
Sponsor/User Dept.	HRD	Sponsor Name/Phone	974-3270
Solicitation No	RFP 5800 EAD0134REBID	Project Name	Drug and Alcohol Testing
Contract Amount	\$375,000	Ad Date (if applicable)	3/5/18
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
Rebid of drug and alcohol testing for non-uniformed employees operating commercial motor vehicles on City business			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
RFP 5800 EAD0134 - No goals			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
95207 - 100%			
Erin D'Vincent		2/16/2018	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	2/16/2018	Date Assigned to BDC	2/16/2018
In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

None

Subcontracting Opportunities Identified

None

John Wesley Smith 02.16.18

SMBR Staff

Signature/ Date

SMBR Director or Designee

Date

2-16-18

Returned to/ Date:



**BEST AND FINAL OFFER
CITY OF AUSTIN
DRUG AND ALCOHOL TESTING REBID**

SOLICITATION NO.: RFP 5800 EAD0134REBID

BUYER: Erin D'Vincent

Special Instructions: Provide your most competitive best and final offer. Be advised that altering the rate sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed, actual purchases may be more or less. Quantities are provided as a guide based on historical or anticipated usage. Order quantities will be as-needed and specified by the City for each order.

A bid of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of "no bid" or no response (space left blank) will be interpreted by the City that the Offeror does not wish to bid on that item. Be advised, a "no bid" or no response may be considered as non-responsive and may result in disqualification of the bid.

Prices offered on the rate sheet shall be all inclusive of fees. The Offeror shall not charge separately for administrative, overhead, per diem, and shipping or transportation costs (travel time, fuel surcharges, mileage, stop-fee, etc.). The Offeror shall provide all tools, labor, travel, and equipment necessary to perform the services required under this contract.

The City reserves the right to award a single contract or multiple awards based on individual or categories/groups of specific line items, cost, or any criteria or combination deemed most advantageous to the City.

CATEGORY 1 - DRUG TESTING SERVICES

ITEM NO.	ITEM	ESTIMATED ANNUAL QUANTITY	UNIT COST	EXTENDED PRICE
1.1	Drug Testing Services, Monday through Friday, 8:00 AM - 5:00 PM, at Contractor's Site	1,300		
1.2	Drug Testing Services, Monday through Friday, 8:00 AM - 5:00 PM, at City Site	50		
1.3	Drug Testing Services, after hours and weekends 5:01 PM to 7:59 AM, at Contractor's Site	325		
1.4	Drug Testing Services, after hours and weekends 5:01 PM to 7:59 AM, at City Site	10		
SUBTOTAL FOR DRUG TESTING =				

CATEGORY 2 - ALCOHOL TESTING SERVICES

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT COST	EXTENDED PRICE
2.1	Alcohol Testing Services, Monday through Friday, 8:00 AM - 5:00 PM, at Contractor's Site	200		
2.2	Alcohol Testing Services, Monday through Friday, 8:00 AM - 5:00 PM, at City Site	10		
2.3	Alcohol Testing Services, after hours and weekends 5:01 PM to 7:59 AM, at Contractor's Site	30		
2.4	Alcohol Testing Services, Monday through Friday, 8:00 AM - 5:00 PM, Mobile Unit	10		
SUBTOTAL FOR ALCOHOL TESTING =				

CATEGORY 3 - ADDITIONAL SERVICES

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT COST	EXTENDED PRICE
3.1	Gas Chromatography/Mass Spectrometry (GC/MS) Analysis	1,300		
3.2	Split Specimen Secondary Testing	10		
3.3	Unemployment Hearing Documentation	10		
SUBTOTAL FOR ADDITIONAL SERVICES =				
TOTAL EXTENDED PRICE FOR CATEGORIES 1 THROUGH 3 =				



**BEST AND FINAL OFFER
CITY OF AUSTIN
DRUG AND ALCOHOL TESTING REBID**

SOLICITATION NO.: RFP 5800 EAD0134REBID

BUYER: Erin D'Vincent

EXPERT WITNESS SERVICES
(Pricing for this Category will not be used to determine award.)

Please list any additional related services your Company can offer the City along with an associated hourly rate or pricing for additional services. Information in this Category will not be evaluated, and the City does not guarantee the purchase of any additional services. Revisions to the prices may only be adjusted using the Published Price Lists provision in Section 0400. Please include additional pages as necessary.

ITEM NO.	ITEM DESCRIPTION	HOURLY RATE
4.1	Medical Review Officer	
4.2	Toxicologist	
4.3	Blood Alcohol Technician	
4.4	Other Staff	
4.5	Additional Services - Attach price sheet/list	

COMPANY NAME:

EMAIL ADDRESS: