



Des Moines Independent Community School District
 Division of Purchasing
 1915 Prospect Road
 Suite 1200
 Des Moines, Iowa 50310
 Phone (515)242-7751
 Fax (515)242-7550

February 23, 2016
 Unity Point Health/ Occupational Health and Wellness
 6000 University Avenue, Suite 275
 West Des Moines, IA 50266
 Kathy Goranson, Director

RE: Bid # B7017 DOT Physicals, Functional Screening

Ms. Goranson:

The Des Moines Public Schools is seeking to exercise its renewal option for the above mentioned bid. This will be the **second extension** of this option, with the contract period beginning July 1, 2016 and ending on June 30, 2017. Enclosed is a copy of the District's Form of Proposal, detailing the items which were on this bid, as well as the, general terms and conditions associated with this bid.

We ask all suppliers to review their pricing structures prior to submitting renewal proposals. The District will again consider any program that may reduce its costs through process improvement, ordering methodology, patterns, etc. Conversely, any planned increase may require the District to employ its option to place the product category out for bid solicitation.

The District appreciates your past service. We look forward to continuing our business relationship with you in the months and years to come. Please complete and sign the attached document, and return the signed Proposal for 2016-2017 no later than April 3, 2016 to:

Des Moines Public Schools – Purchasing Department
 1200 Prospect Road Suite 1200
 Des Moines, IA. 50310

Sincerely

Mark Mattiussi

Purchasing Agent
 Des Moines Public Schools

Non – Discrimination Policy:

It is the policy of the Des Moines Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity and socioeconomic status (for programs) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. If you believe you have been discriminated against or treated unjustly, please contact the Equity Coordinator, Isaiah McGee at 2323 Grand Avenue, Des Moines, IA 50312, 515-242-7662 Isaiah.mcgee@dmschools.org Section 504 34 CFR 104.8, Title IX 34 CFR 106.9, OCR Guidelines IV.O and V.C

Debarment Policy:

The District is prohibited from entering into a contract where an organization or, its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or Local department or agency.

Payment Policy:

The District plans to pay Provider (s) using a procurement or virtual credit card, or may make payments by electronic funds transfer and recommends that Contractors accept one of these forms of payment

Acknowledgement & Certification:

Provider(s) must agree to complete and sign the Acknowledgement & Certification regarding their staff's ability to be in contact with the student population.

**FORM OF PROPOSAL**

Des Moines Independent Community School District
 1915 Prospect Road Suite 1200, Des Moines, IA 50310
 Phone (515)242-7751 Fax (515)242-7550

No: B7017

Date Issued: 5/27/14 (original)

Date Due: 6/10/14 (original)

Time: 9:00 a.m.

RENEWALS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED WILL BE RECEIVED AT THE ABOVE OFFICE UNTIL, BUT NOT LATER THAN, THE DATE AND TIME ABOVE STATED AND THEN PUBLICLY OPENED FOR FURNISHING THE FOLLOWING SUPPLIES, EQUIPMENT AND/OR SERVICE F.O.B. DESTINATION. *Mark Mattiussi, Purchasing Agent*

Item #	Qty.	UoM	Description of Service	Cost / UoM	Extension
001	60	Each	Cost per DOT physical / per client	\$ 70.00	\$ 70.00
002	100	Each	Cost per general physical / per client	\$ 70.00	\$ 70.00
003	96	Each	Random DOT Drug Testing & MRO Fee	\$ 48.00	\$ 48.00
004	40	Each	Pre Employment DOT Drug Testing & MRO Fee	\$ 48.00	\$ 48.00
005	30	Each	Random DOT Alcohol Testing	\$ 31.00	\$ 31.00
006	1	Each	After hours Drug Testing & MRO Fee	\$ N/A	\$ N/A
007	1	Each	After hours Breathalyzer and confirmation fee	\$ N/A	\$ N/A
008	5	Each	Reasonable Suspicion Drug / Alcohol Testing	\$ 48.00	\$ 48.00
009	6	Each	Post accident Testing & MRO Fee	\$ 48.00	\$ 48.00
010	100	Each	Fees for Functional Capacity Examinations	\$ 95.00	\$ 95.00
011	1	Each	Fees for Consultation for Functional Capacity Exams	\$ N/A	\$ N/A
012	6	Each	Set up fees for job specific physical requirements	\$ N/A	\$ N/A

The undersigned bidder certifies, by responding to this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or Local department or agency. Further, it is the policy of the Des Moines Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity and socioeconomic status (for programs) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. If you believe you have been discriminated against or treated unjustly, please contact the Equity Coordinator, Isaiah McGee at 2323 Grand Avenue, Des Moines, IA 50312, 515-242-7662 Isaiah.mcgee@dmschools.org Section 504 34 CFR 104.8, Title IX 34 CFR 106.9, OCR Guidelines IV.O and V.C. Also the District plans to pay Seller using a procurement or virtual credit card, or may make payments by electronic funds transfer and recommends that Contractors accept one of these forms of payment. Finally by signing this document the Seller and their agent(s) have read, understand and will comply with the District's Acknowledgement & Certification and Non-Disclosure requirements as detailed below.

Company Name: Methodist Occupational Health & Wellness

Street Address 6000 University Avenue, Suite 124

Representative Name:

West Des Moines
CityIA
State50266
Zip

(Sign)

Representative Title:

Phone 515-241-2020

Fax 515-241-2040

SUBJECT TO THE TERMS AND CONDITIONS @ <http://www.dmschools.org/wp-content/uploads/2014/11/General-Terms-n-Conditions-New.pdf> THIS FORM AND EACH ADDITIONAL FORM OF PROPOSAL, IF ANY, MUST BE SIGNED.

Reviewed and Approved as to Form

David A. Burlage 3-7-2016
 David A. Burlage, Assistant General Counsel



Acknowledgment & Certification

Unity Point Health/ Occupational Health and Wellness ("Company") is providing services to the Des Moines Independent Community School District ("District") as a contractor, vendor, supplier, provider or sub-provider and/or is operating or managing the operations of a contractor, vendor, supplier or provider. The services provided by the Company may involve the presence of the Company's employees upon the real property of the District.

The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the District. The Company further acknowledges that, pursuant to Iowa law, a sex offender who has been convicted of a sex offense against a minor shall not operate, manage, be employed by, or act as a contractor or volunteer at the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further certifies and agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

The Company further certifies that the Company has completed a satisfactory background check on the Company's employees. The Company hereby agrees to provide the District with the Company's background screening procedures including specific context and infractions that are reviewed by the Company. The District reserves the right to, but does not have the obligation to, conduct a District background check on Company employees as determined by the District in its sole discretion. The District reserves the right to restrict access of any Company employee upon the real property of the District if such employee does not clear the District's background check.

The District reserves the right, but does not have the obligation to, to audit the Company's background screening program at any time, whether announced or unannounced. The Company hereby agrees that the Company shall, upon request, permit an authorized District representative to review background screening records, including those of individual Company employees, in order to conduct a compliance review, audit or investigation, to the fullest extent permitted by law.

The Company shall ensure that the provisions of this Acknowledgement and Certification are extended to any and all subcontractors, consultants, or others the Company may engage if such engagement involves their presence upon the real property of the District.

The Company understands and agrees that violation of any of the provisions of this Acknowledgement and Certification shall constitute sufficient grounds for termination of any contract or subcontract without damages or penalty to the District.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.



Special Terms, Conditions & Requirements

Contract Period and Renewals

The contract will begin on July 1, 2016 and end on June 30, 2017. The District reserves the right to renew the contract for four additional years from original award at its discretion. The District will advise the Provider prior to the close of each fiscal year to review the core products offering and discuss any changes in product offering or discounting levels.

Assignment of Duties

Provider must assign the following support within their organization: a senior manager with the authority to enter such an agreement, a dedicated representative assigned to the account to answer questions, make appointments, and be made available to District staff for all communication and service requests. Finally the Provider will be asked to notify the District if any changes are made to their assigned account personnel. Failure to maintain this support structure or notification of changes to assigned personnel may be grounds to terminate the contract by the District.

Pricing

Pricing shall remain firm throughout the contract period from July 1, 2016 until June 30, 2017 for all services listed on the Form of Proposal worksheet. The District at its sole discretion will have the last right to accept or reject each subsequent renewal proposal.

Requirements

In order to maximize the use of public funds the District requires all bidders to submit their best pricing proposals as well as meet these requirements:

- **Provider's General Responsibilities**
 - To provide contracted services in a manner that allows easy accessibility and minimizes delays in securing appointment times.
 - To provide effective communications to the District regarding services rendered
 - To provide prompt and accurate exam results
 - Maintains service providers who have credentials in occupational medicine and / or are certified to perform DOT physicals and drug testing procedures.
 - Maintains a local office of staff that is familiar with and licensed to perform the requested services in the State of Iowa.
- **Provider's Responsibilities–DOT Employee Physicals**
 - Perform employment physicals that are:
 - Fully compliant with the regulations established in the Federal Motor Carrier Safety Administration regulations 49 CFR Sections 391.41 to 391.49 and any other associated DOT rules and requirements.
 - Able to establish fitness to work to indicate among other requirement sufficient physical capacity to operate the bus effectively and to render assistance to the passengers in case of illness or injury.
 - Maintain service providers who have credentials in occupational medicine and/or are certified to perform DOT physical examinations
- **Provider's Responsibilities–General employee physicals (Optional for Non Functional Capacity Examination (FCE) groups mandatory for FCE groups)**
 - To provide a competitive rate for a general employee physical to DMPS employment applicants that would be paid for by the employee at the point of service.
 - Through review of applicant position description, provide appropriate general physical exam to determine ability to perform essential functions of the job.
 - To have the capacity to plan with the District to offer fitness to work physical evaluations for certain employment groups that have a high potential for work injury.

Requirements

- **Provider's Responsibilities—Drug & Alcohol Testing**

- Testing of new employees hired and who operate vehicles as an essential function of their job. Job classifications that would receive pre-employment testing would be: bus drivers, grounds and maintenance workers, food service staff and craftsmen.
- Random drug and alcohol testing of the above mentioned personnel according to the guidelines established by the Department of Transportation
- Reasonable suspicion testing may be performed on employees who exhibit observable, specific characteristics concerning the appearance, behavior, speech, or body odors as well as indicators of the chronic and withdrawal effects of drugs.
- Post-accident drug testing drivers must submit to a post-accident drug test as soon as possible following the accident if the driver has been issued a citation and bodily injury requiring immediate medical attention away from the scene of the accident resulted or a vehicle was towed from the scene of if the accident resulted in a traffic fatality.
- Before and after hour's availability for post-accident testing may be provided at bidders' facility or a partner agency (please explain fully your capabilities, hours and any partners who will be participating.)

- **Provider's Responsibilities—Functional Capacity Examinations**

- Provide objective and reliable functional capacity examinations that are ADA, HIPPA, and EEOC compliant
- Provide technical support in establishment of work site assessment
- Provide testing methods that utilize automated computerized methods to evaluate Functional Capacity Examinations

- **Provider will agrees to:**

- Perform testing that complies with DOT testing and training regulations when conducting drug and alcohol testing and when interpreting and reporting test results
- Demonstrate a willingness to warrant their work and agree to properly respond to problems that arise in the testing and / or reporting process.
- Maintain certification by the Substance Abuse and Mental Health Services Administration (SAMHAS), a division of the U.S. Department of Health and Human Services.
- Provide good channels of communication and access. This would include prompt proactive communication of anticipated changes or service interruptions and consistent and prompt verbal and written reports of testing results.
- Be capable of producing invoices which detail each invoiced line number, item description, quantity ordered, unit cost and total cost for the line, similar in fashion as the District's purchase order. Each invoice will clearly reference the District's purchase order number and ship to address as indicated on the original purchase order. The bidder will not comingle different purchase orders on their invoices and will submit all invoices to:

Des Moines Independent Community School District
2323 Grand Avenue
Attn: Accounts Payable
Des Moines, IA. 50312

- Be capable of providing electronic invoicing in the event the District requires such methods of processing, as well as accept payment by Procurement Card (P Card) if so requested by the District.

Requirements

- Be capable of providing a dedicated representative assigned to the account to answer questions, make appointments, and be made available to District staff for all communication and service requests.
- Be capable of allowing other public entities the use of this agreement with written permission from the Provider and the District.

District's Responsibility

- The District will determine need for employment physicals, as well as functional capacity examinations and coordinate referral of the employee to the contracted provider for service.
- The District will direct affected District personnel to provider for Drug & Alcohol Testing.

Renewal

Renewal is predicated on the following:

- The General Terms and Conditions, The Required Services, the Bidder's Proposal, written letters, addenda and the Purchase Order are collectively an integral part of the contract between the District and the Provider.
- The Provider shall assume the entire responsibility and liability for any and all damages caused by or resulting from or arising out of the negligent or willful unauthorized disclosure of any confidential information on the part of the Provider.
- The Provider shall hold harmless, indemnify, and save the District, its officers, employees, and agents, from any and all liability claims, losses or damages arising or alleged to arise during the performance of the work described herein by reason of any act or omission of the Provider or any of its agents, employees, or representatives.
- Provider shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, this contract.
- The District will require an "Accord" Insurance Certificate from the Provider.
- The insurance certificate will require the amounts and types of the insurance listed below. The District must be notified in writing 15 days in advance of any changes with the bidder's insurance policy.

Forms

Workers' Compensation
Automobile Liability
Commercial General Liability,
(Including Contractual Liability & Products
Completed Operations Coverage)
Umbrella/Excess Liability

Limits

Statutory
\$1,000,000 Combined Single Limit
\$1,000,000 Combined Single Limit

\$2,000,000

The establishment of minimum limits of insurance by the Des Moines Public Schools does not reduce or limit the liability or responsibilities of the Provider.

- Provider of this contract will be based on the method that is most beneficial to the District.
- If required by the District the Provider must also complete a Sexual Offender Certificate.
- No guarantee is expressed or implied as to the amount that will be expended during the contract period(s). Any quantities listed in the proposal are based on past usage and do not reflect future purchases. The District will not be obligated to procure office supplies subsequent to the award of this bid.

Termination or Cancellation

In order to protect the vested interests the District, and to ensure the efficient utilization of dollars, Provider shall comply with all contractual obligations contained in the General Terms and Conditions, Special Conditions and The Form of Proposal, addenda and email correspondence. With respect to these obligations, the District will report any non-compliance issues in writing to the Provider for corrective action. The Provider will have twenty (20) working days to correct the issue(s). Continued non-compliance by the Provider shall be the District's justification for placing the Provider's contract on probation status or termination, at which time the District will communicate in writing to the Provider its decision to terminate or cancel the agreement within thirty calendar days (30) of the termination notice. Either party may terminate the contract because of the failure of the other party to carry out the provisions of the contract. In such case, the party terminating the contract shall give thirty days (30) notice of conditions endangering performance and if after notice the offending party fails to remedy the violation of the terms to the satisfaction of the other party, the contract may be terminated. All disputes will be settled according to the laws as recorded in Polk County, Iowa.

Trade Secrets / Proprietary Information / Opens Records

The District will treat all information submitted by the Provider as public information. The District's release of information is governed by Iowa Code chapter 22. The Provider is encouraged to familiarize themselves with chapter 22 before submitting a Bid. The Provider is advised that the District does not wish to receive confidential or proprietary information and Provider is not to supply such information except when it is absolutely necessary and is requested by the District. Any request for confidential treatment of specific information must be included in a transmittal letter stating the exact section of the law that would allow for such treatment.

Conflict of Terms

In the event a conflict arises between the District's General Terms and Conditions and the Special Terms and Conditions, then the Special Terms and Conditions will prevail. In the event there are any conflicts between the Form of Proposal and any addenda exist then the information detailed in the addenda shall prevail.

Bribery, Corruption and Gifts

Chapter 722 of the Code of Iowa provides that it is a felony to offer, promise or give anything of value or benefit to a person serving in a public capacity with intent to influence that employee's acts, opinions, judgment or exercise indiscretion with respect to the employee's duties. Section 68B.22 governs the solicitation and acceptance of gifts by public officials.

Audit or Examination of Contract

Bidder agrees that any authorized auditor, the Office of Auditor of State and where federal funds are involved, the Comptroller of the United States or a representative of the United States Government, shall have access to and a right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the bidder relating to the orders, invoices, or payment of this contract.