

PROFESSIONAL SERVICES

AC TRANSIT DISTRICT

Purchasing Department

10626 International Blvd.

Oakland, CA 94603

**PROPOSALS MUST BE RECEIVED at 10626
International Blvd. by 10:00 AM May 11, 2005**

**Sign the proposal, put it in an envelope, and write the
Contract Proposal number and Title on the outside.
Sign and return this page. Retain Proposer's
Duplicate copy for your files.**

SIGN AND RETURN THIS PAGE REQUEST FOR PROPOSAL

NO. 2005-912

Date: April 27, 2005

**TITLE: MEDICAL ASSISTANT SERVICES FOR
AC TRANSIT'S ON SITE DRUG AND ALCOHOL
TESTING PROGRAM FOR THE TERM OF
JUNE 30, 2005 THROUGH JUNE 29, 2010**

**DO NOT INCLUDE SALES OR EXCISE TAXES in
proposal prices.**

ALL PROPOSERS COMPLETE THIS SECTION:

2005

Upon execution of a Contract Acceptance form, the undersigned agrees to furnish, subject to provisions on the reverse of this form, all articles or services within the dates specified, in the manner and at the prices stated, in accordance with the advertisement, specifications, proposal, special conditions and general conditions, all of which are made part of the contract proposal, when authorized by Purchase Order, Contract Order, or Letter of Agreement issued by the District.

Name under which
business is conducted: _____

Business street address: _____ Telephone: _____

City

State

Zip Code

IF SOLE OWNER, sign here:

I sign as sole owner of the business named above:

Signed _____ Typed Name _____

IF PARTNERSHIP OR JOINT VENTURE, sign here:

The undersigned certify that we are partners in the business (joint venture) named above and that we sign this contract proposal with full authority to do so (one or more partners sign):

Signed _____ Typed Name _____

Signed _____ Typed Name _____

IF CORPORATION, sign here:

The undersigned certify that they sign this contract proposal with full authority to do so:

The undersigned certify that they sign this contract proposal with full authority to do so:

Corporate Name: _____

Signed _____ Typed Name _____ Title _____

Signed _____ Typed Name _____ Title _____

Incorporated under the laws of the State of _____

Form C102
May 1999

GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR PROPOSERS

1. RENDITION OF SERVICES

The Consultant hereby agrees to undertake, carry out and complete all work established herein in a professional and efficient manner satisfactory to District standards.

The professional service or the performance of work or services required by the District cannot satisfactorily be performed by the regular employees of the District.

2. SERVICE PROVIDER'S STATUS

Neither the Consultant nor any party contracting with the Consultant shall be deemed to be an agent or employee of the District. The Consultant is and shall be an independent Service Provider, and the legal relationship of any person performing services for the Consultant shall be one solely between said parties.

Consultant shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the District, except for service firms engaged in drawing, production, typing and printing. Consultant shall be solely responsible for reimbursing any sub service providers and the District shall have no obligation to them.

3. OWNERSHIP OF WORK

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by Consultant shall be and are the property of the District and the District shall be entitled to access thereto, and copies thereof, during the progress of the work.

In the event that the work which is the subject of this Agreement is not completed, for any reason whatsoever, all materials generated under this Agreement shall be delivered as the District may direct.

4. RECORDS

The Consultant shall permit the authorized representatives of the District to inspect and audit all data and records relating to performance under this Agreement. Consultant shall maintain all such records for a period of three (3) years after the District makes final payment under this Agreement.

5. TERMINATION FOR DEFAULT

In the event the Consultant breaches the terms or violates the conditions of this Agreement, and does not within ten (10) days of written notice from the District cure such breach or violation, the District may immediately terminate this agreement, and shall pay the Consultant only its allowable costs to the date of termination.

6. TERMINATION FOR CONVENIENCE

The District may terminate this Agreement, in whole or in part, at any time for the District's convenience and without cause at any time by giving the Consultant written notice of termination. The Consultant will be paid for those services performed pursuant to this Agreement to the satisfaction of the District up to the date of notice of termination. The Consultant shall promptly submit its termination claim. If the Consultant has any property in its possession belonging to the District, the Consultant will account for the same and dispose of it in the manner the District directs.

7. NON-DISCRIMINATION

In connection with the execution of any Agreement hereunder, the Consultant shall not discriminate against any applicant or employee on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age as defined in Section 12926 Government Code.

8. INDEMNIFICATION

The Consultant shall indemnify, keep and save harmless the District, its Board of Directors, officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including, without limitation, costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

9. CHANGES

If any changes to the scope of services are sought by either party that would require a modification of the amount of compensation, the changes must be reviewed in advance of any action to implement the change by the Project Manager and the Purchasing Department.

The District may at any time by written order make changes within the Scope of Services described in this Agreement. If such changes cause an increase

in the budgeted cost of or the time required for performance of the agreed upon work, the Consultant shall notify the District in writing of the amount of time and compensation adjustments that are required.

In the event the Consultant encounters any unanticipated conditions or contingencies that may affect the scope of services and would result in an adjustment to the amount of compensation specified herein, Consultant shall so advise the District immediately upon notice of such condition or contingency.

The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation resulting therefrom.

Any notices shall be given to the District under the NOTICES clause of the Special Conditions. Any and all agreed upon pertinent changes shall be expressed as a written modification to this Agreement prior to implementation of such changes.

10. DISPUTE RESOLUTION

In case any disagreement, difference or controversy shall arise between the parties, with respect to any matter in relation to or arising out of or under this Agreement or the respective rights and liabilities of the parties, and the parties to the controversy cannot mutually agree thereon, then such disagreement, difference, or controversy shall be determined by binding arbitration, according to the rules of the American Arbitration Association.

Any award made by the Arbitrator(s) shall be final, binding and conclusive upon all parties and those claiming under them. The costs and expenses of any Arbitration shall be borne and paid, as the Arbitrator(s) shall, by their award, direct.

The submission to Arbitration is hereby made a condition precedent to the institution of any action at law or in equity with respect to the controversy involved; and such action at law or in equity shall be restricted solely to the subject matter of the challenge of such award on the grounds and only in the manner permitted by law.

11. NO ASSIGNMENT

This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other.

12. PROHIBITED INTERESTS

No member, officer, or employee of the District during his/her tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.

Consultant covenants that it presently has no interest, direct or indirect, which would conflict, in any manner or degree with the performance of the services called for under this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

The District may require Consultant to file an annual Statement of Economic Interest form pursuant to the Political Reform Act of 1974 (Government Code Section 81000 et seq.)

13. WAIVER

Failure of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

14. GOVERNING LAW

This Agreement, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California.

15. INSURANCE

Depending on the nature of the services being solicited, the District may have certain minimum insurance requirements.

**MEDICAL ASSISTANT SERVICES FOR AC TRANSIT'S
ON SITE DRUG AND ALCOHOL TESTING PROGRAM
FOR THE TERM OF JUNE 30, 2005 THROUGH JUNE 29, 2010**

SPECIAL CONDITIONS

16. GENERAL INFORMATION

Alameda-Contra Costa Transit District is a special district, organized under laws of the State of California, which provides public transit service to approximately 220,000 riders daily with a fleet of more than 640 buses. The District has 2,300 employees and is financed through receipt of transit fares, property taxes, and state and federal funding.

This Request for Proposal (RFP) outlines the scope of services requested as well as information that should be included in the proposal. It is the District's intent to award a five (5) year fixed-price contract to a responsible and qualified Service Provider considering overall price, experience and responsiveness to this RFP.

To be considered, one (1) original and five (5) copies (without pricing information) of the proposal must be submitted **no later than 10:00AM PDT** on _____ to:

AC Transit Purchasing Department
Attn: Frank E. Bartzi
10626 International Boulevard
Oakland, California 94603

All proposals should be clearly marked **RFP 2005-912 MEDICAL ASSISTANT SERVICES FOR AC TRANSIT'S ON SITE DRUG AND ALCOHOL TESTING PROGRAM**. **Proposals not received by the designated time and at the designated location will not be considered for award.**

Proposals shall remain in effect for ninety (90) days from the designated date for receipt of proposals, unless mutually extended. No pre-award costs will be paid. The signature of the District General Manager will constitute a binding award.

17. SCOPE OF SERVICES

Proposers are directed to the Scope of Services section included herein for a complete description of the required services.

**MEDICAL ASSISTANT SERVICES FOR AC TRANSIT'S
ON SITE DRUG AND ALCOHOL TESTING PROGRAM
FOR THE TERM OF JUNE 30, 2005 THROUGH JUNE 29, 2010**

SPECIAL CONDITIONS

18. QUESTIONS AND CLARIFICATIONS

Questions and/or requests for clarification should be directed to:

Frank E. Bartzi, Contract Specialist
10626 International Blvd
Oakland, CA 94603
Phone: (510) 577-8826
FAX: (510) 577-8839
E-mail: fbartzi@actransit.org

19. PROPOSAL REQUIREMENTS

Interested parties shall submit proposals in response to this RFP, including a detailed statement of qualifications. Each proposal must be submitted in two (2) separate sealed envelopes within the proposal package. **Envelope 1 shall contain all responsive materials except those related to price. Envelope 2 shall contain only information related to price.** Only those proposals containing the following information will be considered:

1. Qualifications/experience:
 - A. A brief description of the history and background of the firm, including a statement of the Proposer's qualifications and experience in performing the type of work required for this project.
 - B. A minimum of three (3) references from clients for whom similar work has been performed.
 - C. Evidence of professional qualifications demonstrating that the Proposer can meet the requirements of the project's Scope of Services, licensing and applicable sections of CFR Title 49: Transportation, Part 40 – Procedures for Transportation Workplace Drug and Alcohol Testing Programs.
 - D. The name, title, address, telephone, fax number, and e-mail address of the Proposer's contact person during the proposal process.
 - E. A statement disclosing any potential conflicts of interest in connection with the award of the contract.

**MEDICAL ASSISTANT SERVICES FOR AC TRANSIT'S
ON SITE DRUG AND ALCOHOL TESTING PROGRAM
FOR THE TERM OF JUNE 30, 2005 THROUGH JUNE 29, 2010**

SPECIAL CONDITIONS

- F. A statement acknowledging by name the receipt of each and every addendum issued by AC Transit.
- G. A statement listing each sub service provider proposed for the project.
- H. Any exceptions to the contract requirements contained in the proposal documents.
- I. Completed proposal form.
- J. Cost Proposal

A firm fixed price for the term of five (5) years shall be submitted on the Cost Proposal Form Attachment 1 herein. The District requires one (1) original and five (5) copies of the proposed method and rate of compensation for all services required. Compensation is based on a hourly rate. Show the basis for the hourly rate, including administrative and other indirect charges, if any, which are included in the rate.

20. EVALUATION AND AWARD

- A. Evaluation Criteria in relative order of importance:
 - 1. Technical:
 - a. Expertise, certifications, licenses, and relevant experience.
 - b. Approach to Scope of Work.
 - c. Understanding of the requirements and comprehensiveness of response to the RFP.
 - 2. Cost
- B. Evaluation Process
 - 1. All proposals are evaluated and ranked on technical criteria specified in the solicitation.

**MEDICAL ASSISTANT SERVICES FOR AC TRANSIT'S
ON SITE DRUG AND ALCOHOL TESTING PROGRAM
FOR THE TERM OF JUNE 30, 2005 THROUGH JUNE 29, 2010**

SPECIAL CONDITIONS

2. Proposals that are technically acceptable are re-evaluated with cost as a consideration.
3. Using both technical and cost criteria, proposals are ranked accordingly to a competitive range.
4. District may negotiate with all responsible Proposers in the competitive range.
5. The District, at its sole discretion, will determine whether to hold discussions with Proposers who are in the "competitive range" or to award the contract without discussion based on the initial price proposal.

C. Award

The District reserves the right to award without negotiation. Therefore, Proposers are encouraged to submit their best offer initially. The District will award to the Proposer whose proposal is most advantageous to the District, with cost and other factors considered. After the District approval of award, unsuccessful Proposers will be notified of such award in a timely manner.

21. PROTEST PROCEDURES

A. Protest before Opening

Proposal protests based upon restrictive specifications or alleged improprieties in the proposal procedure shall be filed, in writing, with the Procurement and Materials Director, ten (10) days prior to the proposal opening date. The protest must clearly specify the grounds on which the protest is based and include any supporting information.

B. Protest of Award

A Proposer (or other interested party as defined under the District's Protest Procedures) may file a protest with the District alleging a violation of applicable federal or state law and/or District policy or procedure relative to the seeking, evaluating and/or awarding of a procurement contract. Such

**MEDICAL ASSISTANT SERVICES FOR AC TRANSIT'S
ON SITE DRUG AND ALCOHOL TESTING PROGRAM
FOR THE TERM OF JUNE 30, 2005 THROUGH JUNE 29, 2010**

SPECIAL CONDITIONS

protest must be filed no later than ten (10) days after the date of notice of award or non-award of contract by the District.

Copies of the District's Procurement Protest Procedures should be obtained from the Procurement and Materials Director. The Procurement Protest Procedures will be provided immediately upon request. **Failure to comply with any of the requirements set forth in the District's written proposal protest procedures may result in rejection of the protest.**

22. NON-COLLUSION

By submitting a proposal, the Proposer represents and warrants that such proposal is genuine and not a sham, collusive, or made in the interest or in behalf of any person not herein named, and that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a sham proposal, or any person, firm, or corporation to refrain from proposing and that the Proposer had not in any manner sought by collusion to secure to the Proposer an advantage over any other Proposer.

23. PENALTY FOR COLLUSION

If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has, in presenting any proposal or Proposals colluded with any other party or parties, then the contract so awarded shall be null and void and the Proposer and his bondsmen shall be liable to the District for all loss or damage which the District may suffer thereby and the Board of Directors may advertise for a new contract for said labor, supplies, materials or equipment.

24. RIGHTS IN DATA

- A. The term "data" as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement.
- B. Examples include, but are not limited to, computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications and related information. The term does not include financial reports, cost analyses and similar information incidental to the project administration.

**MEDICAL ASSISTANT SERVICES FOR AC TRANSIT'S
ON SITE DRUG AND ALCOHOL TESTING PROGRAM
FOR THE TERM OF JUNE 30, 2005 THROUGH JUNE 29, 2010**

SPECIAL CONDITIONS

- C. Except for its own internal use, the Proposer may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Proposer authorize others to do so, without the written consent of the District.

25. RELEASE OF INFORMATION

The Proposer shall not release any reports, information, or promotional materials prepared in connection with this Agreement without obtaining the prior permission, of the District by providing a copy to the District's Project Manager for review, comments and approval.

26. INSURANCE REQUIREMENTS

- A. Coverage shall be at least as broad as:

1. General Liability coverage is to be equal to Insurance Services Office Commercial General Liability Occurrence Form CG0001.
2. Automotive Liability coverage is to be equal to Insurance Services Office Business Auto Form CA0001 covering Automobile Liability.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Errors and/or Omissions insurance appropriate to Service Provider's profession.

- B. Service Provider shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If aggregate limit is used, either separate aggregate limit shall apply or aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation: Workers' Compensation limits as required by State of California and Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

**MEDICAL ASSISTANT SERVICES FOR AC TRANSIT'S
ON SITE DRUG AND ALCOHOL TESTING PROGRAM
FOR THE TERM OF JUNE 30, 2005 THROUGH JUNE 29, 2010**

SPECIAL CONDITIONS

4. Professional Errors/Omissions Liability: \$1,000,000 per occurrence.
- C. Deductible and/or self-insured retentions must be declared to and approved by the District. The District reserves the option to require insurer to reduce or eliminate such deductible and self-insured retention as to District and/or require Service Provider to procure a bond guaranteeing payment of any deductible or self-insured retention of losses, related investigations, claims, administration and defense expenses.
- D. Policies are to contain the following provisions:
 1. General Liability and Automotive Liability
 - a. The District, its officers, officials and employees are to be covered as additional insureds as respects liability arising out of activities performed on behalf of Service Provider, products and completed operations of Service Provider, premises owned, occupied or used by Service Provider and automobiles owned, leased, hired or borrowed by Service Provider. Coverage shall contain no special limitation on scope of protection afforded to the District, its officers, officials or employees.
 - b. For any claims related to this contract, Service Provider insurance coverage shall be primary insurance as respects the District, its officers, officials and employees. Any insurance or self-insurance maintained by District, its officers, officials or employees shall be in excess of Service Provider insurance and shall not contribute with it.
 - c. Any failure with reporting provisions of the policies including breaches of warranties, shall not affect coverage provided to the District, its officers, officials or employees.
 - d. Service Provider insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurer's liability.

**MEDICAL ASSISTANT SERVICES FOR AC TRANSIT'S
ON SITE DRUG AND ALCOHOL TESTING PROGRAM
FOR THE TERM OF JUNE 30, 2005 THROUGH JUNE 29, 2010**

SPECIAL CONDITIONS

2. Workers' Compensation and Employers Liability

Insurer shall agree to waive all subrogation rights against the District, its officers, officials and employees for losses arising from work performed by Service Provider, except for such loss or damage caused by the sole negligence or willful misconduct of the District.

3. All Coverages

- a. Each policy required shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party or reduced in coverages or limits, except after 30 days prior written notice by certified mail, return receipt requested, has been given to the District.
- b. Each policy is to be on an "Occurrence" form. "Claims Made" form requires prior approval by the District as well as Service Provider required to provide acceptable evidence of policy retroactive date and to maintain coverage with same retroactive date for a period of not less than five (5) years following termination of services.

4. Acceptability of Insurance

Insurance is to be placed with insurers having a current A.M. Best & Co. rating of no less than "A:VII".

5. Verification of Coverage

Service Provider shall furnish the District with appropriate Certificates of Insurance and Endorsements effecting coverages required and signed by a person authorized by insurer to bind coverage. Certificates and Endorsements are to be received and approved by the District prior to commencement of any work under Contract. The District reserves the right to require certified copies of all required insurance policies.

**MEDICAL ASSISTANT SERVICES FOR AC TRANSIT'S
ON SITE DRUG AND ALCOHOL TESTING PROGRAM
FOR THE TERM OF JUNE 30, 2005 THROUGH JUNE 29, 2010**

SPECIAL CONDITIONS

6. Other Requirements

- a. Should any work under this Contract be sublet, Service Provider shall require each sub-service provider to comply with all of Contract's insurance provisions and provide proof of such compliance to the District.
- b. These insurance requirements shall not in any manner limit or otherwise qualify liabilities and obligations assumed by Service Provider under this Contract, including indemnification provisions.
- c. Compliance with these insurance requirements is considered a material part of Contract. Breach of any such provision may be considered a material breach of Contract and result in action by the District to withhold payment and/or terminate Contract.

27. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the policy of the district to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which disadvantaged Business Enterprises (DBEs) can compete fairly for contracts and subcontracts relating to the District's construction, procurement and professional services activities. To this end, the District has developed procedures to remove barriers to DBE participation in the proposal and award process and to assist DBEs to develop and compete successfully outside of the DBE Program. In connection with the performance of this contract, the Service Provider will cooperate with the District in meeting these commitments and objectives.

28. ON LINE REGISTRATION

If you are not already an AC Transit registered vendor, an online Vendor Registration is required prior to Contract award. Proposers/Bidders should access www.actransit.org, select: purchasing, online purchasing, and Register as an Online Purchasing User. To complete the process, include a W-9, Request for Taxpayer Identification Number and Certification-containing original signature-in

**MEDICAL ASSISTANT SERVICES FOR AC TRANSIT'S
ON SITE DRUG AND ALCOHOL TESTING PROGRAM
FOR THE TERM OF JUNE 30, 2005 THROUGH JUNE 29, 2010**

SPECIAL CONDITIONS

proposal/bids. If online access is not available, contact the District's Purchasing Department for instructions.

29. FURTHER INFORMATION

Prospective proposers may contact Ms. Ann Malone at (510) 891-7165 between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday regarding any technical questions. For all other questions, proposers may contact Frank E. Bartzi, (510) 577-8826, between the hours of 8:00 a.m. and 3:00 p.m. Monday through Friday.

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**MEDICAL ASSISTANT SERVICES FOR AC TRANSIT'S
ON SITE DRUG AND ALCOHOL TESTING PROGRAM
FOR THE TERM OF JUNE 30, 2005 THROUGH JUNE 29, 2010**

SCOPE OF SERVICES

1. PURPOSE

The Alameda-Contra Costa Transit District (AC Transit or District), in compliance with federal regulations governing anti-drug and alcohol programs in the transit industry, including regulations codified at 49 CFR Parts 40 and 655 and the Drug-Free Workplace Act of 1988, has adopted an Alcohol/Substance Abuse Policy (the "Policy") which commits AC Transit to provide a drug and alcohol-free workplace and environment for its employees and patrons.

The District has 1,826 employees in safety-sensitive job classifications that are subject to these regulations. Under the regulations, fifty percent (50%) of these employees are required to be randomly tested for NIDA Drugs on an annual basis. Ten percent (10%) are required to be tested for alcohol. The District views these percentages as test minimal and may elect to test these employees at higher rates.

Medical Assistant services personnel will staff a Mobile Collection Vehicle (MCV) operated and maintained by the District and will perform collection services for the District's drug and alcohol testing program. The MCV enables the District to conduct on-site drug and alcohol testing of District employees at the District's various operating and maintenance facilities. A District employee will operate the vehicle and serve as the immediate supervisor of the Medical Assistant personnel. Overall administration of the program is the responsibility of the District's Alcohol/Substance Abuse Program Administrator. The District will supply all equipment and material.

2. MEDICAL ASSISTANT SERVICES PERSONNEL QUALIFICATIONS

- A. The District requires Certified Medical Assistant services to perform the drug and alcohol testing collection services during all times of scheduled MCV testing operations. Medical Assistant services personnel must possess Breath Alcohol Technician (BAT) certification and be proficient with the use of the CMI Intoxilizer Model 200. Medical Assistant services personnel must also have a minimum of two (2) years of work experience in outpatient and/or industrial clinic setting with the direct patient contact and responsibility.
- B. Medical Assistant services personnel must be knowledgeable and familiar with the requirements of the CFR Title 49, Part 40, the current DOT Urine Specimen Collection Procedures Guidelines and FTA regulations applicable to the testing of transit employees. Medical Assistant personnel are required

**MEDICAL ASSISTANT SERVICES FOR AC TRANSIT'S
ON SITE DRUG AND ALCOHOL TESTING PROGRAM
FOR THE TERM OF JUNE 30, 2005 THROUGH JUNE 29, 2010**

SCOPE OF SERVICES

to keep current with any modifications or changes to testing regulations and/or guidelines.

- C. Medical Assistant services personnel must have the training, and demonstrated proficiency, as required by CFR Title 49, Subpart C, Subsection 40.33 entitled, "What training requirements must a collector meet?". Medical Assistant personnel must also be proficient in the following areas:
1. Steps to prepare and secure the collection site.
 2. Transmission of the CCF.
 4. Use of the collection kit and shipping materials.
 5. Preliminary steps in collections.
 6. Role in checking specimens.
 7. Role in directly observed collections.
 8. Role in monitored collections.
 9. Role in split specimens collections.
 10. Chain of custody completion and finishing the collection process.
 11. Processing blind specimens.
 12. Actions to be taken in case of refusals to take a test.
 13. Actions to be taken in case of shy bladder or shy lung.
 14. Familiar with collector errors in tests, their effects, and means of correction, e.g. fatal flaws, correctable flaws.

3. TESTING SCHEDULE

- A. AC Transit is a 7 day per week, 24 hour per day operation. Utilizing the MCV, random drug and alcohol testing is performed on a rotating 8 hour per

**MEDICAL ASSISTANT SERVICES FOR AC TRANSIT'S
ON SITE DRUG AND ALCOHOL TESTING PROGRAM
FOR THE TERM OF JUNE 30, 2005 THROUGH JUNE 29, 2010**

SCOPE OF SERVICES

day, 5 day per week schedule which, depending on the rotation, will include both weekends and holidays. **(See sample schedule Attachment 3)** The hours of operation can rotate daily. Although daily testing is scheduled over an 8 hour period, circumstances may arise which may cause testing to be extended up to 2 hours beyond the 8 hour "shift". Also, on occasion, scheduled testing may be cancelled.

- B. The District requires that Medical Assistant services personnel be available during all scheduled testing and remain available until testing is completed. The testing schedule is developed on a monthly basis with 40 hours of MCV operation normally scheduled for each week of the month. Please see sample schedule Attachment 3, an example of a monthly testing schedule.
- C. Medical Assistant services personnel are required to wear professional attire (uniform) at all times, when on duty.
- D. Medical Assistant services personnel shall conduct themselves in a professional and courteous manner when interacting with District employees.

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**MEDICAL ASSISTANT SERVICES FOR AC TRANSIT'S
ON SITE DRUG AND ALCOHOL TESTING PROGRAM
FOR THE TERM OF JUNE 30, 2005 THROUGH JUNE 29, 2010**

ATTACHMENTS

**MEDICAL ASSISTANT SERVICES FOR AC TRANSIT'S
ON SITE DRUG AND ALCOHOL TESTING PROGRAM
FOR THE TERM OF JUNE 30, 2005 THROUGH JUNE 29, 2010**

ATTACHMENT 1

COST PROPOSAL FORM

For evaluation purposes only, prices will be compared on the basis of a forty (40) hour work week.

Item Number	HOURLY RATE	HOURLY RATE YEAR 1	HOURLY RATE YEAR 2	HOURLY RATE YEAR 3	HOURLY RATE YEAR 4	HOURLY RATE YEAR 5
1						
2						
3						
4						

Proposer shall identify any and all charges, such as, but not limited to, administrative, handling, or other fees not included in the hourly rate above.

Description of Charge	\$ YEAR 1	\$ YEAR 2	\$ YEAR 3	\$ YEAR 4	\$ YEAR 5

**MEDICAL ASSISTANT SERVICES FOR AC TRANSIT'S
ON SITE DRUG AND ALCOHOL TESTING PROGRAM
FOR THE TERM OF JUNE 30, 2005 THROUGH JUNE 29, 2010**

ATTACHMENT 2

DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION

Company Name

Street /Mailing Address

City/State/Zip Code

TAX I.D. _____

1. PRIME SERVICE PROVIDER

- ☐ The Bidder/Proposer is a CalTrans certified DBE under the CalTrans Uniform Certification Program.

Certification No. _____ Expiration Date _____

- ☐ The Bidder/Proposer has applied for DBE status through the CalTrans Uniform Certification Program.

Application Date _____ Status of application _____

- ☐ The Bidder/Proposer is not a CalTrans certified DBE under the CalTrans Uniform Certification Program.

2. SUB-SERVICE PROVIDER (if proposed in bid or proposal)

Attach a separate sheet for each sub-service provider to be used in the performance of services under a bid specifying the sub-service provider DBE status as stated under section I listed above.

If not already registered, sub-service providers should access www.actransit.org, and complete an online vendor registration form by selecting purchasing, online purchasing, and registering as an Online Purchasing User. A W-9, Request for Taxpayer Identification Number and Certification is required to complete the process.

ATTACHMENT 2

Prime service providers are requested to explain the DBE program and encourage sub Service Providers to apply for certification.

(Position/Title)

Page 19 of 24

**MEDICAL ASSISTANT SERVICES FOR AC TRANSIT'S
ON SITE DRUG AND ALCOHOL TESTING PROGRAM
FOR THE TERM OF JUNE 30, 2005 THROUGH JUNE 29, 2010**

ATTACHMENT 3

SAMPLE TESTING SCHEDULE

January 2005						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	7:00 am – 3:00pm Division 2	6:00 am – 2:00pm Division 3	4:00am– 12:00pm Division 4	7:00am - 3:00pm Division 6	7:00am – 3:00pm Division 8	1
2	3	4 7:00pm – 3:00am	5 3:00pm– 11:00pm Division 2	6 9:00am-5:00 pm Division 3	7 9:00am - 5:00pm Division 6	8 2:00pm –10:00pm
9 1:00pm – 9:00pm	10 8:00am –4:00pm Division 2	11 8:00am – 4:00pm Division 4	12 7:00am – 3:00pm Division 3	13 7:00 am-3:00pm Division 8	14	15
16	17 3:00pm– 11:00pm Division 6	18 12:00pm-8:00pm Division 2	19 9:00am –5:00pm Division 4	20 8:00am –4:00pm Division 3	21 7:00am –3:00pm Division 8	22
23	24	25	26 7:00am –3:00pm Division 3	27 7:00am – 3:00pm Division 8	28 7:00am –3:00pm Division 2	29
30	31					

**MEDICAL ASSISTANT SERVICES FOR AC TRANSIT'S
ON SITE DRUG AND ALCOHOL TESTING PROGRAM
FOR THE TERM OF JUNE 30, 2005 THROUGH JUNE 29, 2010**

ATTACHMENT 4

SAMPLE CONTRACT

This CONTRACT is made and entered into this ___ day of ___, 2005, by and between the Alameda-Contra Costa Transit District (hereinafter referred to as "AC Transit" or "District"), a special transit district established pursuant to California Public Utilities Code, Section 24501 et seq., and _____ (hereinafter referred to as "SERVICE PROVIDER").

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1 SCOPE OF WORK

Service Providers shall furnish the District all labor, equipment, supplies, material and services as specified in and in full accordance with the Request for Proposal (RFP) No. 2005-912 dated April, ___ 2005

2 COMPONENT PARTS OF THE CONTRACT

This Contract shall consist of the following documents, each of which is on file with the District, and is incorporated into and made a part of this Contract by reference:

- A. This Contract.
- B. The RFP Number 2005-912 issued by the District dated April ___, 2005.
- C. Service Provider's proposal dated May ___, 2005.

3 CONTRACT PRICE

The contract price stated herein is the District's best estimate for Medical Assistant services personnel during a fiscal year. The District does not guarantee the quantity or hours of testing required during the term of this Contract. The Service Provider shall provide all of the services, as required by this Contract in accordance with the rates as quoted on the Cost Proposal Form Attachment 1 submitted by the Service Provider in response to RFP 2005-912 and incorporated herein by reference at a not to exceed estimated total of:

\$_____ per year for year 1

\$_____ per year for year 2

\$_____ per year for year 3

\$_____ per year for year 4

**MEDICAL ASSISTANT SERVICES FOR AC TRANSIT'S
ON SITE DRUG AND ALCOHOL TESTING PROGRAM
FOR THE TERM OF JUNE 30, 2005 THROUGH JUNE 29, 2010**

ATTACHMENT 4

SAMPLE CONTRACT

\$_____ per year for year 5

Estimated total contract price not to exceed \$_____ for the term of the contract.

4 INVOICING

A. Invoices are to be submitted to:

AC Transit
P.O. Box 28507
Oakland, CA 94604
Attn: Accounts Payable

B. All invoices shall reference the Contract Number and Purchase Order Number.

C. Payment terms are Net 30 Days.

5 TIME OF PERFORMANCE

The work shall commence on June 30, 2005, and shall terminate on June 29, 2010, unless extended by the parties or terminated under paragraphs five (5) and or six (6) of the GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS of this Contract.

6 BINDING EFFECT

All of the terms, provisions and conditions of this Contract shall be binding upon and inure to the parties hereto and their respective successors, assigns and legal representatives.

7. NOTICE

Any notices which may be required under this Contract shall be in writing, shall be effective when received and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such other addresses which may be specified in writing to all parties hereto.

**MEDICAL ASSISTANT SERVICES FOR AC TRANSIT'S
ON SITE DRUG AND ALCOHOL TESTING PROGRAM
FOR THE TERM OF JUNE 30, 2005 THROUGH JUNE 29, 2010**

ATTACHMENT 4

SAMPLE CONTRACT

DISTRICT:

SERVICE PROVIDER:

Alameda-Contra Costa Transit District
Procurement and Materials Director
10626 International Blvd.
Oakland, California 94603

8 SEVERABILITY

If any provision of this Contract is declared void or unenforceable, such provisions shall be deemed severed from this Contract, which shall otherwise remain in full force and effect.

9. ASSIGNMENT/SUBCONTRACTING

The Service Provider shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or any right, title, or interest in or to the same or any part thereof without prior consent of the District.

10 ATTORNEY'S FEES

In the event that it becomes necessary for either party to bring a lawsuit to enforce any provisions of the contract, the parties agree that the court having jurisdiction over such disputes shall have the authority to determine and fix reasonable attorney's fees to be paid to the prevailing party.

11. ENTIRE AGREEMENT

- A. This Contract represents the entire agreement of the parties with respect to the subject matter hereof, and all such agreements entered into prior hereto are revoked and superseded by this Contract, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.
- B. This Contract may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Contract shall be void and of no effect.

**MEDICAL ASSISTANT SERVICES FOR AC TRANSIT'S
ON SITE DRUG AND ALCOHOL TESTING PROGRAM
FOR THE TERM OF JUNE 30, 2005 THROUGH JUNE 29, 2010**

ATTACHMENT 4

SAMPLE CONTRACT

IN WITNESS WHEREOF, the parties have executed this CONTRACT on the dates set forth below:

FOR ALAMEDA-CONTRA
COSTA TRANSIT DISTRICT:

FOR SERVICE PROVIDER:

Rick Fernandez, Date
General Manager

Name Date
Please Print

Approved as to form:

Signature

Kenneth C. Scheidig Date
General Counsel

Title