REQUEST FOR PROPOSAL



FOR RANDOM STUDENT DRUG TESTING

TO BEGIN: March 12, 2019

Submittal Deadline: March 26, 2019

Response Deadline:

To be postmarked on or before March 26, 2019 by

Mail delivery to the following address:

Raytown Quality Schools

10750 E 350 Highway

Raytown, Missouri 64138

Electronically to the following email address: victoria.denney@raytownschools.org

Instructions to Proposers Read Carefully

Instructions: The instructions apply to all proposals and become a part of the terms and conditions of the resulting contract, unless proposer takes exception in writing when submitting.

The School District or RSD shall mean Raytown School District.

Late Proposals: Proposals must be in the Purchasing Office prior to the closing date and time. NO LATE PROPOSALS WILL BE ACCEPTED for any reason. It is the sole responsibility of the proposer to ensure timely delivery of the proposal. RSD will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery chosen by the proposer.

Facsimile: The School District WILL NOT accept faxed proposals.

Acceptance: The right is reserved to accept or reject any or all of the proposals, waive minor technicalities, and to accept the proposal most advantageous to the School District.

Authorized Signature: By signing and *submitting a proposal*, the proposer certifies and represents to the District that the proposer has not proposed, conferred, or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise or discretion concerning this proposal. Proposals must show vendor name and address and be manually signed. Failure to do so will disqualify the proposal. Person signing proposal must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT

Invoices: Invoices must be prepared by the successful proposer and submitted to:

Raytown School District M. Randy Thomas, Activities Director 6608 Raytown Road Raytown, MO 64133

Cash Discounts: Normal payment terms are approximately 30 calendar days, given that the goods and/or services received are in satisfactory condition. Any discounts available to the School District or early payment discounts should be noted.

Taxes: The Raytown School District is exempt from Missouri State Sales tax. TAX MUST NOT BE INCLUDED IN PROPOSAL. A tax exemption certificate will be executed by the Purchasing Department upon request.

Insurance: If insurance and/or worker's compensation is required by the school for said proposal item(s), proof of insurance and/or worker's compensation should be submitted. The School District reserves the right to review all insurance policies pertaining to item(s) to guarantee that the proof of coverage is obtained by the proposer.

Specifications/Samples: Any catalog, brand name or manufacturer's reference in the specifications are descriptive NOT restrictive, and are used to indicate type and quality level desired. Proposals on brands of like nature and quality may be considered unless specifically excluded. If proposing on other than reference or specifications, proposal must show manufacturer, brand, trade name, catalog and/or lot number, etc. on article proposed and certify that article proposed is equivalent to specifications. If other than specified brand of items are proposed, specifications, illustrations, and complete descriptive literature must be submitted with RFP unless previously filed with the Purchasing Department. Samples, if required shall be furnished prior to opening, free of expense to the School District, and if not used or destroyed in examinations and testing, will be returned to the proposer, if requested, at the proposer's expense. Each sample must be marked with the proposer's name, address, item number and RFP number reference. SAMPLES SHOULD NOT BE ENCLOSED WITH THE RFP.

Warranty/Maintenance Agreement: Any information regarding warranties and/or maintenance agreements pertaining to said item(s) are to be included in the RFP.

Proprietary Information: All material submitted to the School District becomes public property and is subject to the Missouri Sunshine Law. Specific proposal information is not shared with others until after the approval and the issuance of a contract by the Board of Education.

Addenda: Receipt of an Addendum must be acknowledged by signing and returning the Addendum with the proposal, if requested, or under separate cover prior to the due date. The Addenda containing pricing should be returned in a sealed envelope marked on the outside with the proposer's name, address, RFP number, and due date and time.

Evaluation: All proposals are evaluated for compliance with specifications before the price is considered. Proposers may furnish pricing for all or any portion of the proposal (unless otherwise specified). However, the School District may evaluate and award the contract for any item or group of items shown on the proposal, or any combination deemed most advantageous to the RSD. Proposals that specify "all or none" award may be considered, if a single award is advantageous.

Factors that may be considered are the contents of the response, the implementation of the project after award, personnel assigned to a project, the availability of the items or time required to complete a project, and previous job performance of vendors. Failure to comply with the listed General Conditions may result in disqualification.

Reservations: The School District expressly reserves the right to:

- 1. Specify approximate quantities;
- 2. Extend the opening date and time;
- 3. Consider and accept alternate proposals, if specified in the documents, when most advantageous to the School District;
- 4. Waive any informality, minor deviations from specifications,
- 5. Waive any minor informality in any proposal or procedure
- 6. Add additional terms or modify existing terms;
- 7. Reject any proposal because of unbalance unit prices;
- 8. Reject or cancel any or all proposals;
- 9. Reissue any proposal; and/or
- 10. Procure any item by other means.

Proposals: Submitted proposals should be organized in the following order and at a minimum include the following information:

- 1. Proposal cover sheet provided in the RFP
- 2. Introduction of company, history, qualifications for this project
- 3. Description of curriculum program (if applicable)
- 4. Proposers form provided in the RFP
- 5. Proposers questionnaire provided in the RFP
- 6. References provided in the RFP
- 7. Sample contract for such proposal
- 8. Discrepancies identify by item number any terms, conditions, or specifications that your proposal may differ from the RFP.
- 9. Additional information, offers, alternatives, additional items for consideration as a part of the final contract.

1.0 Purpose

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified Drug Testing Agencies for the execution of Random Student Drug Testing. As a result of this RFP, Raytown School District expects to receive *proposals*, evaluate responses, select a vendor, and enter into a contract. Raytown School District makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and/or services will be received through any contract resulting from this RFP. The drug testing program shall be implemented in accordance with the established board policy by the administration with the advice and assistance of representatives from the medical profession. The contracting biomedical laboratory shall be approved by the Raytown C-2 School District Board of Education and conduct drug testing according to nationally accepted standards and procedures. The testing shall be done only with written consent from the parent(s)/guardian(s).

2.0 Background/Demographic Information

The Raytown School District includes two (2) high schools, grades 9 through 12, Raytown High School and Raytown South High School. This RFP is specifically for both Raytown High School and Raytown South High School 25 students at each school to be tested per month for a total of 50 students per month and 450 students total for a period of one year but may be reviewed and renewed up to an additional five (5) years by the District.

3.0 Scope of Work

The purpose of the Random Student Drug Testing Program is to aid and assist students. It is not intended to unduly interfere with the student's private life or to bring hardship, but rather to protect the student's well-being and threat of others who are associated with extracurricular activities, co-curricular activities, and those obtaining parking permits in the Raytown C-2 School District. Specific goals of the program are as follows:

- 1. To reassure students, parent(s)/guardian(s) and community that the health and academic progress of each of its students is the primary goal of the Raytown C-2 School District.
- 2. To maintain drug free extracurricular activities, co-curricular activities, and driving conditions for students who can serve as role models to influence peers to lead healthy and responsible lives.
- 3. To prevent drug use and abuse by students of the Raytown C-2 School District.
- 4. To identify any student who may be using or abusing drugs and to determine the identity of the drug(s).
- 5. To educate any student who may be using or abusing drugs as to the possible physical and mental effects drug use may have, and their possible adverse effects on the team and its members.
- 6. To provide opportunities for treatment and counseling rehabilitation for any student who is determined to be using or abusing drugs.
- 7. To provide reasonable safeguards to help ensure that every student in the Raytown C-2 School District is physically competent to participate in extracurricular activities, co-curricular activities, and drive/park on our campuses.
- 8. To remove the stigma of drug use and abuse from those students who do not use or abuse drugs.

4.0 Performance Period

Rates and services submitted in this proposal shall be firm for a period of five (5) years, beginning upon signing of contract by the District and ending four (4) years from that date - Original contract school year with 4 additional school years with the option to review and renew.

5.0 General Information

5.1 Point of Contact

The following individual shall provide clarification of the specifications for this RFP:

Mr. Randy Thomas, Raytown School District's Activities Director.

All questions regarding this RFP shall be submitted via email to Mr. Randy Thomas (Randy.Thomas@raytownschools.org). The email shall be clearly labeled with the appropriate title, "Raytown RSDT Proposal". Questions must be received no later than March 18, 2019. All written inquiries will be answered at the sole discretion of RSD. All questions should, to the degree possible, cite the specific RFP section and paragraph number(s) to which the question refers.

5.2 Right to Amend or Withdraw

Raytown School District reserves the right to alter, amend or modify any provision of this RFP, or to withdraw this RFP at any time prior to the award of a contract, if to do so is in the best interest of the District.

5.3 Ownership of Responses

All responses become the property of Raytown School District. Responses may be reviewed by any person after selected vendor or vendors and RSD have signed contracts. Raytown School District reserves the right to use any and all information and materials presented in reply to this RFP. Disqualification of a vendor does not eliminate this right.

5.4 Pre-agreement Costs

Raytown School District is not liable for any cost incurred by any responding vendor prior to signing an agreement.

5.5 Submission Requirements

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified. Each volume shall be submitted no later than 3:30 p.m. (local time) on **March 26, 2019**. Vendors shall submit two (2) copies of a complete response. One copy should be labeled "ORIGINAL" and contain original signatures. The RFP shall be submitted to:

Raytown School District Attn: Victoria Denney RSECC RFP 10750 E 350 Highway Raytown, MO 64138

The external packaging of the response must reference Company Name & Raytown C-2 RSDT RFP.

5 6 Timeline

All RFP will be reviewed on March 27, 2019 with the desire to make a recommendation to the Raytown C-2 Board of Education at their April 8, 2019 Board Meeting.

5.7 Notice of Award

The award of this RFP shall be sent out upon execution of a contract in a form acceptable to the District. All responses and working papers pursuant to this RFP are considered confidential information until all contracts have been executed.

6.0 RSDT Pricing

The proposer shall provide pricing based on the specifications of two different testing panels an RFP for a 4 panel test and a 12 panel test at 50 tests per month, 25 at each high school. Prices submitted shall include all the services and equipment needed to complete the scope of work to complete a total of 450 tests with no additional charges.

7.0 Samples

Samples (if submitted) must be picked up, at proposer's expense, no later than ten (10) days after award announcement. After that time they will become the property of RSD.

8.0 Basis of Award

- 8.1 The proposal evaluation committee shall choose the proposer who is deemed to be in the best interest of the District based on, but not limited to, the following factors:
- 8.1.1 Responsiveness and completeness of the vendor's proposal, including whether or not the vendor has provided all information requested in the RFP.
- 8.1.2 Proposer's understanding of and ability to address the RFP requirements, *including whether the proposal meets the specifications of the RFP*.
- 8.1.3 Experience of the vendor as provided by the references. References from current customers regarding past performance, quality of printing, and expertise of the representative will be considered.
- 8.1.4 Quality of the services provided.
- 8.1.5 Number of services available to students.
- 8 1 6 Cost
- 8.2 Raytown School District will review all responses submitted and may select one or more proposers for further negotiations.
- 8.3 Proposers are advised that, in the event of receipt of an adequate number of proposals which, in the opinion of Raytown School District, require no clarification and/or supplementary information, such proposals may be evaluated without further discussion. Thus, the initial proposal from each vendor should represent the vendor's most complete and favorable terms from a technical standpoint. Should the proposals submitted require clarification and/or supplementary information, vendors should be prepared to submit such additional information in a timely manner, when requested to do so.

9.0 Other General Terms and Conditions

The drug screening program shall be implemented in accordance with the established board policy by the administration with the advice and assistance of representatives from the medical profession. The contracting biomedical laboratory shall be approved by the Raytown C-2 School District Board of Education and conduct drug testing according to nationally accepted standards and procedures. The testing shall be done only with written consent from the parent(s)/guardian(s).

A. Procedures for Testing Quality control and confidentiality is assured as follows:

- 1. Lab technicians shall be responsible for the collection and labeling of urine samples.
- 2. Labels that include each student's identification number shall be used to identify urine samples.
- 3. The student's initials listed adjacent to the student's testing number shall indicate that the number is correct and matches the number affixed to the specimen bottle.
- 4. Specimen bottles and packaging provided by the contracting agency shall be utilized to properly obtain and transport samples.
- 5. Urine samples shall be analyzed for all substances specified in the Raytown C-2 School District Drug Testing Policy by the contracted agency selected to perform the laboratory work.
- 6. The superintendent and school officials shall assure that school board policy is implemented in a fair and consistent manner for all students in the Raytown C-2 School District.
- 7. School officials will designate collection sites where individuals may provide specimens.
- **B. Substances to be Screened** Students will be subject to drug screening to test for any of the following substances, the use of which is expressly prohibited, in addition to other substances defined as a controlled substance by either Missouri or Federal law: Amphetamines, Cocaine, Opiates, Barbiturates, Methamphetamine, Ecstasy Benzodiazepines, and Marijuana.
- C. Drug Screening The drug screening shall consist of the collection of a urine sample from the student by assistants from the contracting biomedical laboratory under the supervision of Raytown C-2 School District officials. Each specimen shall be analyzed for the presence of drugs identified previously in this document, by said contracting agency, which has been approved by the Raytown C-2 School District Board of Education. The laboratory shall report all results to the Medical Review Officer (MRO). The MRO will be responsible for reviewing the test results of the students and confirm that the individuals testing positive have used drugs, adulterated the specimen, or substituted the specimen in violation of the policy. Prior to making a final decision, the MRO will give the parent(s)/guardian(s) of the student an opportunity to discuss the results of the drug test. The MRO shall then promptly tell the school principal or superintendent/designee which student(s) tested positive for drug, or adulterants or a substituted specimen. The Raytown C-2 School District will then schedule a conference between the student and parent(s)/guardian(s) to discuss the positive test result. For purposes of this policy, a positive result shall mean a test result which indicates the presence of one or more of the listed drugs in the student's urine sample, adulterated specimen or a substituted specimen. Refusal to produce a specimen will be considered a positive test. The student and their parent(s)/guardian(s) shall be notified when a student tests positive. Random testing will be performed throughout the year for the aforementioned drugs. Due to the random nature of the drug testing program, the student may or may not be participating in an extracurricular activities or co-curricular activities at the time the test is performed (i.e., a football player may be tested after football season has ended).
- **D. Request for Retest of Specimen** Split specimens will be collected for each drug screen. A parent(s)/guardian(s) may request a retest of the split specimen within 48 hours of notification of the final test result. Requests will be submitted to the MRO. The student will be required to pay the associated cost of the retest in advance but will be reimbursed if the result of the retest is negative.

E. Release of Test Results All information, interviews, reports, statements, memoranda, and test results, written or otherwise, received by the District through its drug testing program are confidential communications and may not be used or received in evidence, obtained in Court discovery, or disclosed in any public or private proceeding except in the following: (a) As directed by the specific, written consent of the parent(s)/guardian(s) authorizing release of the information to an identified person, (b) To the school principal, district superintendent/designee, athletic director, sponsor, the head coach of any interscholastic sport in which the student is a team member and/or a drug and alcohol counselor designated by the superintendent/designee, or (c) To the student's parent(s)/guardian(s). All parent(s)/guardian(s) will be required to execute a consent/release form permitting the District to release test results and related information to the school officials who have a need to know.

10.0 Cancellation/Default of Contract

In the event the successful proposer, through any cause, should fail to fulfill the agreed upon obligations in an effective and timely manner, the District shall have the right to terminate its contract by specifying the date of termination in written notice to the selected vendor at least thirty (30) days prior to termination date. The RSD also reserves the right to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess cost incurred. No contract assignment will be allowed. The District also has the right to terminate the contract for no reason upon thirty (30) days' written notice.

Raytown C-2 RSDT Proposal Form

(1 ms number mu	st appear on ALL correspondence.)
	purposes, list pricing per Raytown School District specifications per four panel test
\$	total (based on 450 four panel tests)
What would be th	the price change, if any, for each 12 panel test?
	Total for 450 12 panel test \$
What would be th	he price per non-negative or second screening of a false positive?
Per test \$	Raytown C-2 School District

Cover Sheet

I {We} are proposing in accordance with the general conditions and established specifications.				
COMPANY:				
ADDRESS:				
	FAX NUMBER:			
email ADDRESS:		_		
FEDERAL TAX ID #:				
WEB SITE:				
	ALENDAR DAYS REQUIRED TO PLACE MAT POINT AFTER RECEIPT OF ORDER UNDER N			
ADDITIONAL INFORMATION:				
AUTHORIZED SIGNATURE: Signed DATE:				

PROPOSER'S QUESTIONNAIRE

Attach additional sheet if necessary

Proposer's Name: Proposer's Address: City: _____ State: ____ Zip: ____ Contact Person: Phone: _____email: _____ Cell: _____ Fax: ____ Toll Free Numbers: Name of Representative. Must list representative, years of experience, address, phone number, fax number, email address, and other contact information: How many years has the representative been with the company? Name of in-plant customer service representative and any other technical support personnel that will be available and their contact information: What tools (software) do you support? Please describe How many years has your company been in this type of business? Do you currently hold any school District contracts? Yes No

If so, please indicate below:
Minimum Order Requirements:
The undersigned swears to the truth and accuracy of all statements/answers contained herein:
DATE:
AUTHORIZED SIGNATURE:

REFERENCES

Provide references with similar scope of work per specifications. (References must be provided for each company involved in the completion of the work.)

SCHOOL NAME	SCHOOL NAME	
ADDRESS	ADDRESS	
	CONTACT	
PHONE	PHONE	
FAX	FAX	
EMAIL	EMAIL	
TIME WORKED	TIME WORKED	
	TYPE OF TASK PERFORMED	
	SCHOOL NAME	
	ADDRESS	
	CONTACT	
PHONE	PHONE	
FAX_	FAX	
EMAIL_	EMAIL	
TIME WORKED	TIME WORKED	
TYPE OF TASK PERFORMED	TYPE OF TASK PERFORMED	