REQUEST FOR PROPOSAL
For On-Site Medical and Physical Exams, Drug and Alcohol Testing and Training

The Delaware River Port Authority is seeking vendors that are experienced in the use of an on site Mobile Occupational Health and Laboratory Facility that will ensure that all employees meet the medical requirements set forth by OSHA, DOT/CDL, FHWA and DOT/FTA and DRPA and for policies, regulations, requirements and guidelines. The successful vendor will also provide on site Health Screening, Medical Surveillance, annual respiratory medical requirements and Random Drug /Alcohol, Post accident, Pre employment, Reasonable cause, follow up testing under the DOT/CDL Program for our employees.

1. Scope of Services to be Provided

The scope of services will include but is not limited to the following:

- Annual Respiratory Physicals w/Audiogram.
  This includes review of medical questionnaires, vitals, a pulmonary function test, a hearing test and a complete physical exam by a physician.

- Quantitative Respirator Fit Test.
- DOT/CDL Physical.
- Hepatitis B Vaccine.
- Hepatitis B Titer.
- EKG (if Medically indicated).
- Blood Lead Levels.
- Duplicate Medical Records.
- Asbestos Physical.
- Respiratory Physical as above.
- Single View Chest X-Ray w/ B Reader.

Health Fair Services:
The following services should be provided at the Annual DRPA Health Fair. The Health Fair is an annual event at DRPA in which the screening is made available to the employees in attendance.

- Flu Vaccine.
- Blood Pressure, Cholesterol, and Glucose Audiogram Screenings

Medical Surveillance:

The medical provider will be required to provide annual respiratory physical exams that include a pulmonary function test, review of OSHA and medical questionnaires, and physical exams by a board certified physician. The medical provider will treat and maintain all health related information in the manner required by state and federal law.
Employees in our respiratory program also need to receive a quantitative respirator fit test.

Annual audiometric testing to include review of medical history and to comply with OSHA hearing conservation standard.

DOT physical exams for employees with CDL licenses.

Single view chest X-Rays with B readings along with physical exams to comply with OSHA asbestos standard.

Bi- Monthly blood lead level Surveillance.

Additionally, the medical provider must be able to provide the majority of these services on-site at each of our facility locations. The facility locations include the Commodore Barry, Walt Whitman, Ben Franklin and Betsy Ross bridges, in addition to the Cruise terminal at Pier 1. Additional services must include - management of medical records, Hepatitis B vaccinations, total cholesterol, glucose and blood pressure screening along with flu vaccines. The medical provider will treat and maintain all health related information in the manner required by state and federal law.

The Medical provider shall obtain all permits, licenses, and other forms of documentation required in order to comply with such laws, ordinances, and regulations. If Sub Contractors are to be used they will also obtain necessary permits, licenses, and other forms of documentation required in order to comply with such laws, ordinances, and regulations. DRPA shall have no obligation in this regard.

The Medical provider shall supply all necessary labor under competent, technically qualified, experienced supervision to provide alcohol testing and urine specimen collection services as required by applicable federal laws and regulations, and DRPA’s Program and CDL program including, but not limited to the following:

Pre employment, post offer alcohol testing and urine specimen collection services within no more that (3) days (excluding weekends and holidays) from request.

Reasonable cause and post accident alcohol testing and urine specimen collection services within 2 hours of request.

Under the CDL program, select employees for random testing and provide random alcohol testing and urine specimen collection services as required.

Alcohol testing and urine specimen collection services as needed for employees subject to return to duty or last chance agreement drug and/or alcohol testing.

Ensure that the collection procedures for urine specimens comply with all applicable rules and regulations and best practices, including, but not limited to those governing chain of custody procedures.
Subcontract with a laboratory certified by the United States Department of Health and Human Services (DHHS) for the provision of urine specimen analysis, to be performed in conformance with all applicable regulations for the detection of those drugs, and those cut off levels, specified in the most current edition of the DRPA’s Program and CDL program, appendices and any amendments or revisions thereto.

Provide the services of a physician Medical Review Officer (MRO) to review and interpret laboratory test results in conformance with the procedures specified by the U.S. Department of Transportation, as set forth in 49 CFR part 40, et seq and any other amendments or revisions thereto.

Prepare and report statistical summaries on a timely basis and in the format required under OSHA, DOT, FHWA and FTA regulations.

The Medical provider shall treat and maintain all health related information in the manner required by state and federal law and shall surrender all medical information, charts and reports upon written request from DRPA.

**Drug and Alcohol Testing Services:**

**The medical provider** must be able to provide all drug and alcohol testing in compliance with the federal DOT regulations, 49CFR. Services must include on-site testing for alcohol and urine screening collection, management and selection of the DRPA’s random program, 24 hour coverage for on-site, post accident, reasonable suspicion return to duty and follow-up alcohol testing and urine screening selection. Additional services include supervisory reasonable suspicion training, DOT D/A regulation training for all employees. The medical provider must comply with the following DOT mandated credentials, certified urine collectors, certified breath alcohol technicians, DHHS certified laboratory and a certified Medical Review Officer.

**The Medical provider** shall provide MROs under this agreement who are certified and licensed physicians who possess knowledge in the area of substance abuse disorders, have appropriate medical training to interpret and evaluate test results including, but not limited to, other information relevant to detecting substance abuse, and who possess the qualifications for an MRO in conformance with relevant Federal regulations. The credentials of the MRO shall be presented to DRPA for review prior to DRPA’s execution of this Agreement.

MROs shall furnish administrative and technical services including, but not limited to, professional evaluation and interpretation of laboratory test results, and performance of all necessary duties and services required in order to detect and identify substance abuse as follows:

Receive and review laboratory analyses

Verify confirmed positive test results

Report verified positive test results to the employee
Upon request by the employee being tested under the DRPA Drug and Alcohol Policy arrange for analysis of split urine sample

Report verified negative and verified positive results to DRPA

Recommend substance abuse professional as necessary

Ensure that urine specimen collection and breath alcohol testing comply with applicable federal regulation and DRPA requirements especially with regard to training and qualification of collection staff and chain of custody procedures

Establish and conduct laboratory quality assurance program

Provide guidance on use of medication and fitness for duty

Provide expert legal testimony as necessary

Consult with treating physician if necessary to obtain permission for post accident testing of hospitalized employee

Review test results obtained from employee hospitalized post-accident and report results to employee if required, and to employee

Refer employee unable to provide complete urine specimen for medical evaluation and report the results to DRPA

Determine the schedule of return to duty drug and alcohol tests and schedule, number, frequency and duration of the follow-up drug and alcohol tests for employees participating in Last Chance Agreement.

Treat and maintain all health related information in the manner required by state and federal law.

The Medical provider and its subcontractors during the term of this commitment, shall maintain and operate at their own expense all vehicles and equipment required to perform the work described herein and any documents incorporated herein by reference. Leasing of all vehicles and equipment, including vehicle and equipment operators, shall be at the medical providers or its subcontractors own expense for the operation of vehicle and equipment that may be used in the performance of the work covered by this commitment.

Alcohol testing and drug specimen collection services shall be provided at various DRPA work sites including but not limited to One Port Center, Benjamin Franklin, Walt Whitman, Besty Ross, Commodore Barry Bridges and the Cruise Terminal at Pier 1. The on-site Mobile Unit and qualified technicians shall be available to provide services under this commitment twenty-four hours a day, seven days a week.
The Medical provider shall also provide training drug and alcohol awareness training for DRPA employees. Training shall be conducted at DRPA’s various facilities at least once every year and will consist of enough sessions to ensure that all employees receive training. All employees shall receive training as follows:

- How alcohol and drugs use impact upon employee and public safety
- How to recognize alcohol and drug use and abuse among co-workers
- Assistance available to employees with addiction problems
- Penalties that may be imposed upon employees for alcohol and drug abuse violations occurring in the work place.

In addition supervisory employees will be given additional training on the basic of reasonable suspicion and post accident alcohol and drug testing and the procedures which must be followed in order to conduct such testing.

2. Proposal Preparation and Schedule

   A. Technical Proposal

   The Proposal shall, fully and in detail, discuss all items presented in the SCOPE OF SERVICES. Proposals will be limited to twenty (20) pages, excluding personnel resumes/experience profiles, promotional literature about your firm, current work capacity, proposed schedule, and a copy of this RFP.

   In order to evaluate your firm’s qualifications and ability to perform the work specified herein, it is requested that you submit the following information in a clear and concise manner:

   1. A brief description and history of your firm highlighting any specific relevant experience in handling a project of the scope and magnitude specified herein.
   2. If you intend to use sub-contractors for any portion of the work, indicate this in your proposal. For each sub-contractors, provide a brief history demonstrating the sub-contractors’ specific experience and expertise relevant to their portion of the work. Meaningful use of WBE/MBE services will receive strong consideration in the evaluation of all proposals.
   3. Provide any other information that you feel is relevant and which will assist the DRPA in evaluating your firm for this work.
   4. Indicate the location(s) of the project office(s) for work to
be done by the contractor and/or sub-contractors to be utilized in performance of this work.

B. **Price Proposals**
No dollar amounts should be included in the Technical Proposal. A separate, sealed envelope plainly marked **Price Proposal, RFP for Medical and Physical Exams, Drug and Alcohol Testing** shall be submitted containing all Price Proposal information for the project.

B.01 **Payment of Services**

Payment for services described in Section **SCOPE OF SERVICES TO BE PROVIDED**, along with reimbursable expenses, will be made monthly in amounts as set forth in monthly invoices describing the procedures performed by the contractor and its sub-contractors all computed on the basis set forth in sections B - B.01 above.

3. **Proposal Schedule**

Proposals are due at DRPA by no later than 2:00 PM on August 19, 2005, with seven (7) copies each, sent to:

Howard Korsen, Manager Contract Administration
Delaware River Port Authority
One Port Center
Two Riverside Drive
Camden, NJ 08101-1949

**A mandatory Pre-Proposal Conference will be held Wednesday, at 10:30 AM, August 5, 2005, in the 7th Floor West Conference room at DRPA Headquarters, One Port Center, 2 Riverside Drive, Camden, NJ 08101.**

4. **Contact for Questions**

Any questions about the technical aspects of the proposal may be directed to Jan Odjemski, Contract Administrator, DRPA at:

856-968-2084 (telephone)
856-968-2113 (fax)
jodjemski@drpa.org (e-mail)

5. **Proposal Evaluation**
The proposals will be evaluated by a team of DRPA employees with weighted scoring allocations in the following categories:

! Understanding of the project and scope of work.
Ability to communicate projected operational needs
Experience of the firm with similar/comparable projects.
Qualifications and experience of proposed personnel.
MBE and WBE Participation
Overall quality and comprehensiveness of proposal submitted.
Fee Structure

6. Standard Clauses

The winning proposer shall enter into an Agreement in the following form. Additional provisions may be added by DRPA.

I. INSURANCE:

The CONTRACTOR will be required to provide insurance of the prescribed types and minimum amounts as set forth below.

All insurance policies required shall be maintained in full force until all services under this Contract are completed. Each policy shall contain the provision that there will be thirty (30) days' prior written notice given to the DRPA in the event of cancellation of or material change in the policy.

Prior to commencing any services under this Contract, the CONTRACTOR shall furnish the DRPA with insurance certificates evidencing that the required coverage is in force. The CONTRACTOR may be required at a later date and upon specific request by the DRPA, to furnish certified copies of any or all insurance policies related to protection for the work under the Contract. The DRPA shall not be liable for the payment of any premiums, deductibles, claims or co-insurance under the foregoing.

The insurance companies indicated in the certificates shall be authorized to do business in the Commonwealth of Pennsylvania and State of New Jersey as the location of the work indicates and shall be acceptable to the DRPA.

Neither approval by the DRPA nor failure to disapprove insurance certificates furnished by the CONTRACTOR shall release the CONTRACTOR of full responsibility for all liability as set forth in the indemnification clause, entitled, "Save and Hold Harmless".

The minimum requirements of insurance to be carried by the Construction Monitor shall be as follows:

(1) Workers' Compensation and Employers Liability Insurance

Coverage A, Workers' Compensation - Statutory benefits as required by the Workers' Compensation Laws of the Commonwealth of Pennsylvania
and the State of New Jersey, and reference to such compliance made on all certificates of insurance. An Other States or All States endorsement may satisfy this requirement.

Coverage B, Employer’s Liability - One Million Dollars ($1,000,000). If applicable, coverage shall include, where applicable, employment under the United States Longshoremen’s and Harbor Workers’ Compensation Act, Federal Employer’s Liability Act (FELA) and Maritime Employment under the Jones Act; and certificates provided shall so indicate.

(2) Commercial General Liability Insurance

Commercial General Liability Insurance in an amount not less than One Million Dollars ($1,000,000) combined single limit, or the equivalent, as respects Bodily and Personal Injury and Property Damage in any one occurrence/Five Million Dollars ($5,000,000) aggregate.

Contractual Liability Insurance to include coverage for the liabilities assumed under the indemnification clause entitled, "Save and Hold Harmless" in an amount not less than Five Million Dollars ($5,000,000).

The coverage provided shall include Premises, Operations and Product Liability, Broad Form property damage, independent contractors and products/completed operations coverage.

The Contractor shall name the Delaware River Port Authority as Additional Insured on all Commercial General Liability and Umbrella Liability Policies.

(3) Business Automobile Insurance

To provide coverage for all owned, non-owned, hired, leased, and rented vehicles and automotive construction equipment: Liability Insurance in an amount not less than One Million Dollars ($1,000,000) combined single limit for Bodily Injury and Property Damage in any one occurrence. Coverage to include contractual liability insurance for the liabilities assumed under the indemnification clause entitled, "Save and Hold Harmless", for claims resulting from the ownership and/ or operation of vehicles and automotive equipment described above.

The CONTRACTOR will name the Delaware River Port Authority (DRPA) as Additional Insured on all Business Automobile Policies.

(4) Professional Liability Insurance

The CONTRACTOR shall be responsible for the maintenance of Professional Liability Insurance in an amount not less than $1,000,000 per
Railroad Protective Liability Insurance

Intentionally Omitted: There is no Railroad Protective Liability associated with the scope of work under this contract.

Aircraft Liability:

Intentionally Omitted: There is no Aircraft Liability associated with the scope of work under this contract.

Mobile Equipment:

Intentionally Omitted: There is no Mobile Equipment associated with the scope of work under this contract.

Owned or Leased Equipment: CONTRACTOR shall maintain insurance on their owned or leased equipment, tools, including coverage for the Owner’s equipment used by the CONTRACTOR.

Materials & Supplies Stored on Premises: Should the scope of services under this contract require the onsite storage of materials and supplies belonging the CONTRACTOR, the CONTRACTOR may elect to provide insurance for theft, loss, damage or disappearance of these items. Regardless of available coverage, the DRPA/ will not be responsible for any for theft, loss, damage or disappearance of these items.

Sub-Contractor's/Sub-Contractor Insurance: If any part of the work under this Contract is to be performed by a sub-Contractor or sub-contractor, the CONTRACTOR shall be responsible for each sub-contractor or sub-Contractor maintaining insurance as specified above where applicable in paragraph (1), (2), (3), (4), (5), (6), (7), (8) and (9).

Primary & Non-Contributory Insurance: The insurance policies identified in all paragraphs, above shall be primary to any other coverage potentially available under this contract. Additionally, the coverages specified in this document will be non-contributory on the part of DRPA and as such the DRPA shall not be liable for the payment of any premiums, deductibles, claims or co-insurance under the foregoing.

Certificate of Insurance shall be provided to DRPA in accordance with contract documents. The DRPA reserves the right to require the CONTRACTOR to furnish certified copies of the original policies of all insurance required under this contract at any time upon ten (10) days prior written notice to the CONTRACTOR.
II. SAVE AND HOLD HARMLESS

CONTRACTOR agrees to defend, indemnify, protect, save and hold harmless the DRPA its officers, commissioners, directors, members, agents, servants and employees from and against any and all suits, claims, demands or damages, or whatsoever kind or nature arising from, out of, or in connection with the performance of this Agreement, including, but not limited to, expenditures for and costs of investigations, hiring of expert witnesses, court costs, counsel fees, settlements, judgments or otherwise.

III. TERMINATION

It is understood and agreed that the DRPA hereby reserves unto itself the right to terminate this Agreement at any time, for any reason whatsoever, upon giving not less than thirty (30) days prior written notice to the CONTRACTOR. In the event of the DRPA's exercising such right of termination, the DRPA shall be without further liability whatsoever to the CONTRACTOR under this Agreement, except that the DRPA will reimburse CONTRACTOR for services rendered and costs expended, and pay to the CONTRACTOR the amount of fee earned by the CONTRACTOR to the date of said termination. The CONTRACTOR agrees that it shall not be entitled to any damages of any nature whatsoever in the event of such termination other than the aforesaid referenced payments.

IV. WORK PRODUCTS

All materials, calculations, computations, specifications, drawings and intellectual property developed and prepared by the CONTRACTOR, in the performance of its services herein, shall become the property of DRPA, and shall be turned over to DRPA at or prior to final payment or other termination of this Agreement, or upon written request thereof by the DRPA.

V. SUB-CONTRACTING, ASSIGNING OR SUB-LETTING

Prior written approval of DRPA is required for subcontracting any services covered by this Agreement other than those included in the CONTRACTOR's Proposal. Requests for authorization to subcontract, must be submitted in writing to the DRPA's Chief Executive Officer accompanied by a description of the specific work to be subcontracted, the total value of such sublet work, and proof that the organization which will perform the work is qualified. The right to qualify, accept or reject any subcontractor is reserved expressly to the DRPA.

VI. POLITICAL PAYMENTS AND/OR CONTRIBUTIONS
The CONTRACTOR warrants to DRPA that neither the CONTRACTOR nor anyone authorized to act on the CONTRACTOR's behalf has made any payment or contribution to any political candidate, political committee, public official or any other person or entity, for the purpose of influencing the award of this Agreement. The CONTRACTOR agrees that if the Executive Committee of the DRPA decides, after such hearing as it deems necessary, that this warranty has been breached, the CONTRACTOR shall, within thirty (30) days of this decision, pay to the DRPA liquidated damages equal to twenty-five percent (25%) of the face amount of this Agreement or order, provided the Executive Committee's decision shall be final, unless the CONTRACTOR seeks a review thereof in a commercial arbitration proceeding conducted by the American Arbitration Association, instituted by the CONTRACTOR within fifteen (15) days of receipt of the Executive Committee's decision; and the CONTRACTOR further agrees that it shall be ineligible to receive any award of any contract or purchase order from the DRPA for a period of one (1) year from the date of any final decision unfavorable to it.

VII. **APPLICATION OF LAWS AND REGULATIONS**

By entering into this Agreement, DRPA does not consent, either expressly or impliedly, to the jurisdiction or application of any laws, regulations, procedures or requirements of any governmental, quasi-governmental or other political entity which would otherwise not be applicable to the DRPA.

VII. **NONDISCRIMINATION**

1. The CONTRACTOR warrants and represents that in carrying out its obligations under this Contract, it will not discriminate against employees or applicants for employment because of race, color, religion, national origin, sex, age, or non-job related disability, and will undertake or continue to comply with all existing or future state and federal laws, rules and regulations respecting programs of Affirmative Action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For purposes of this Contract, affirmative action shall mean those activities undertaken during the course of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation, to ensure that minority group members and women are afforded equal employment and contracting opportunities.

2. The CONTRACTOR shall make a substantial good faith effort to recruit minority and female subcontractors and suppliers having substantial minority and female representation among their employees.

3. All advertisements or requests for employment placed by the CONTRACTOR or on the CONTRACTOR's behalf, shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex,
national origin, age or non-job related disability.

4. The CONTRACTOR shall send each labor union or workers=representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers=representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by CONTRACTOR.

5. It shall be no defense to a finding of noncompliance with obligations of this non-discrimination clause that the CONTRACTOR delegated some of its employment practices to any union, training program, or other source of recruitment which prevents him/her from meeting the contractual obligation not to discriminate. However, if the evidence indicates that the CONTRACTOR was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in determining whether the CONTRACTOR is in compliance with the nondiscrimination clause.

6. The CONTRACTOR shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event the CONTRACTOR fails to comply with the provisions of the nondiscrimination clause of this contract or with any applicable laws, the Contract may, after hearing and adjudication by /DRPA, be terminated or suspended, in whole or in part, and the CONTRACTOR may be declared temporarily ineligible for further /DRPA contracts. Such termination or suspension shall not entitle CONTRACTOR to any damages or additional compensation.

7. The CONTRACTOR shall, upon request, furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by /DRPA for purposes of ascertaining the CONTRACTOR’s compliance with the provisions of this nondiscrimination clause. If the CONTRACTOR does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by / DRPA.

The CONTRACTOR shall include the preceding seven (7) paragraphs in every subcontract or purchase order in such a manner that the provisions shall be binding upon each subcontractor and supplier working on this contract.

The CONTRACTOR also agrees to be bound by applicable federal, state and local affirmative action and civil rights laws.

X. **AUDIT AND INSPECTION OF RECORDS**

The CONTRACTOR shall permit the authorized representatives of DRPA to inspect and audit all data and records of the CONTRACTOR relating to his performance under this Agreement.
XI. CONTRACTOR - INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent contractor, and under no circumstances shall it, its servants, agents or employees be or become employees of DRPA in conduct of the work under this Agreement.

XII. CONFIDENTIALITY

CONTRACTOR acknowledges that it may have access to DRPA’s confidential and proprietary information. It is understood and agreed that any such information learned through the course of working for DRPA is confidential and shall not be revealed by CONTRACTOR to any third party and shall only be used in the performance of work authorized by DRPA. Within thirty (30) days of the expiration or termination of this Agreement, CONTRACTOR shall return to DRPA all documents received from DRPA.

XIII. MISCELLANEOUS

1. This Agreement may not be amended except upon written consent of both parties hereto.

2. This Agreement shall be interpreted under the laws of the Commonwealth of Pennsylvania.

3. CONTRACTOR will treat and maintain all health related information in the manner required by state and federal law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ATTEST: DELAWARE RIVER PORT AUTHORITY

By:

John A. Lawless John J. Matheussen
Corporate Secretary Chief Executive Officer

ATTEST: (NAME OF CONTRACTOR)