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REQUEST FOR PROPOSALS

City of Spokane, Washington

RFP NUMBER: #4449-18

DESCRIPTION: PROFESSIONAL MEDICAL SERVICES

DUE DATE: MONDAY, OCTOBER 29, 2018
No later than 1:00 p.m.

City of Spokane - Purchasing
4TH Floor, City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201-3316

Connie Wahl, C.P.M., CPPB
Purchasing

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1. INTRODUCTION

1.1 BACKGROUND AND PURPOSE

The City of Spokane, through its Human Resources Department (hereinafter “City”) is initiating this Request for Proposals (RFP) to solicit Proposals from Firms interested in participating on a project to provide Professional Medical Services.

1.2 FUNDING

The City has budgeted an amount not to exceed \$150,000/year for this project.

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

1.3 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is for a three (3) year period tentatively scheduled to begin on or about January 1, 2019 and to end on December 31, 2022.

Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for one two (2) year contract periods with the total contract period not to exceed five (5) years.

1.4 DEFINITIONS

Definitions for the purposes of this RFP include:

City – The City of Spokane, a Washington State municipal corporation, the agency issuing this RFP.

Firm or Consultant – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

Proposal – A formal offer submitted in response to this solicitation.

Proposer - Individual or Firm submitting a Proposal in order to attain a contract with the City.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the City’s need at a given price.

1.5 ADDENDA

It is the responsibility of Proposers to check the Purchasing Webpage <https://my.spokanecity.org/administrative/purchasing/current-projects/> for Addenda or other additional information that may be posted regarding this Request for Proposals.

1.6 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04 of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. SCOPE OF SERVICES

2.1 POST OFFER PRE-EMPLOYMENT PHYSICALS

All potential new hires, full-time and part-time, in a safety sensitive labor or uniformed position are required to undergo a post-offer pre-employment physical. Temporary seasonal employees, depending on their job duties, are required to take a post-offer pre-employment drug test. Jobs are contingent on an individual successfully passing their physical and/or drug test. A weight lift may be necessary depending on job classification. Based on the results and limitations received from the Firm, Human Resources makes the final determination whether the individual has passed their physical and/or drug test or not. The services that should be part of the post offer pre-employment physicals are as follows:

1. NON-UNIFORMED EMPLOYEES:

- 00521 DS Lab/Collection Fee
- 00526 DOT Exam/Audiogram
- 72100 X-ray Spine LS/AP + Lat
- 00504 Ext. Exam/Audio
- 00579 Drug Test (Temporary seasonal Park Department employees only.)
- 00516 Pulmonary Function Test (as needed depending on job classification)

2. UNIFORMED POLICE OFFICERS (to include Reservists):

- 00504 Ext. Exam/Audio/Full Vision (tests for color blindness)
- 81000 Urinalysis-Dip Stick
- 72100 X-Ray Spine LS/AP + Lat
- 71010 X-Ray Chest, Pa View
- 93000 Electrocardiogram, Complete
- 36415 Venous Blood Draw/Office
- 4102Q Lab Panel
- 86592 RPR

3. UNIFORMED FIREFIGHTERS:

- 00504 Pre-employment exam, hearing and full vision
- 00615 Respirator clearance, questionnaire review
- 00516 Pulmonary Function Test
- 71010 Chest X-ray (PA only)
- 72020 L-spine (if indicated)
- 4102Q Lab Panel
- 36415 Blood Draw
- 93015 Stress EKG Treadmill (Drs. Discretion)
- 00521 Drug Screen (Pre-employment only)
- 72100 X-Ray Spine LS/AP + Lat
- 71010 X-Ray Chest, Pa View

2.2 ONGOING PHYSICALS

The City of Spokane currently provides the option for uniformed firefighters and police officers to have an ongoing physical. Frequency depends on their age. The Firm should be able to track and notify the employee when they are due for their ongoing physical so they can schedule their appointment. The services that should be part of the ongoing physicals are:

1. FIREFIGHTERS:

- 00504 Annual Exam >40
- 00504 Bi-annual Exam (age 30 to 39)
- 00504 Exam every 3 years (age 29 & under)
- 00516 Pulmonary Function Test
- 81000 Urinalysis-Chem Stick
- 36415 Blood Draw
- 4102Q Lab Panel
- 84153 PSA (>50 years old)
- 71010 Chest X-ray PA (if indicated; every 3 years for Haz Mat)
- 93015 Stress EKG Treadmill (Haz Mat Only)
- 90636 Twinrix
- 90632 Hep A
- 90746 Hep B
- 00498 Lift Test
- 90714 Tetanus
- 00124 Quantiferon Gold Blood Test
- 90396 Varicella-Zoster IG IM
- 86787 Varicella-Zoster Titer
- 86706 Hep B Surface Antibody
- 90715 TDAP Vaccine – Tetanus, Diphtheria, Pertussis
- 90658 Influenza Virus Immunization
- 90472 Additional vaccination nursing fee

As part of a Firefighters ongoing physical, additional services that would need to be provided are: (Fire Department would be financially responsible for these charges)

- 86804 Hep C
- 86585 TB Test
- 90746 Hep B Series
- 90632 Hep A Series
- 86735 Mumps Titre
- 86762 Rubella Titre
- 86765 Rebeola Titre
- 90703 Diphtheria, Tetanus Vaccine

2. POLICE OFFICERS:

- 00504 Ext. Exam/Audio
- 81000 Urinalysis-Dip Stick
- 72100 X-Ray Spine LS/AP + Lat
- 71010 X-Ray Chest, Pa View
- 93000 Electrocardiogram, Complete
- 36415 Venous Blood Draw/Office
- 4102Q Lab Panel
- 86592 RPR
- 81001 U/A Microscopic Analysis (Bomb Squad)

For those officers exposed to meth labs while on duty:

00615 RESP Clearance Quest
00516 Pulmonary Function Test
83655 Lead W/Zinc/OSHA
4102M Chem Panel Heavy Metal Screen
84153 ASSAY PSA Total

2.3 DOT CERTIFICATION/RECERTIFICATION

Some positions with the City require an individual to possess and maintain a Commercial Drivers' License (CDL). Before an employee can operate a commercial motor vehicle for the City of Spokane, they will be required to undergo the necessary drug testing. By taking this test, the employee's name shall automatically be placed on a random drug/alcohol list in accordance with the United States Department of Transportation Drug and Alcohol Testing Requirements for Commercial Motor Vehicle Operators. (See Random Drug/Alcohol Testing). Also, as part of the CDL program, an employee is required to obtain medical recertification, including drug testing, every two years or if a medical condition could affect their eligibility to maintain their CDL. In order to accomplish this, the individual will be required to undergo a physical exam. The Firm must be able to track and notify/remind departments and/or employees when a recertification exam is due.

00506 DOT Exam

2.4 FIT-FOR-DUTY EXAMS

On occasion the City needs to determine whether an employee is still physically fit to perform the functions and job requirements of their classification. At times, the employee has already seen their personal physician but the City requires an unbiased third-party opinion. In order to accomplish this, they must undergo a fit-for-duty examination. Fit-for-Duty must be completed and results provided within 14 days.

00510 Basic Fit For Duty Exam
00511 Ext Fit For Duty Exam

2.5 RETURN TO WORK FROM LAYOFF

When an employee is laid off from the City due to their physical inability to perform the functions of their job, the City requires that in order for the employee to be eligible to be certified to a Civil Service list that they have a release from a doctor saying that they can perform the duties of the job that they were laid off from or for a new position that they are qualified to perform. The City then requires that the City's physician examine that individual to confirm that that person can return to work and be certified to the Civil Service list. **Handled on a case by case basis.**

2.6 POST ACCIDENT TESTING

When an employee is involved in a vehicle or machinery accident, he/she may be required to undergo a post-accident drug/alcohol test in accordance with the City's Human Resources Policy.

00536 Breath Alcohol Test
00521 DS Lab/Collection Fee

2.7 RANDOM DRUG/ALCOHOL TESTING (CDL)

Some employees of the City of Spokane are assigned to classifications that require the employee to possess and maintain a Commercial Driver's License. The employees in those classifications shall be subject to random drug and alcohol testing in accordance with United States Department of Transportation (USDOT) regulations. The selection of commercial drivers for random alcohol and drug testing shall be made by a scientifically valid method, wherein each commercial driver shall have an equal chance of being tested each time selections are made. Random alcohol and drug tests shall be unannounced and the dates for administering random alcohol and drug tests shall be conducted monthly. The facility must be capable of collecting breath and urine specimens in accordance with procedures required by USDOT, and must have a USDOT qualified medical review officer (MRO) capable of reviewing test results in accordance with the regulations. The MRO shall be required to ensure that all specimen testing is conducted at a laboratory certified by the United States Department of Health and Human Services (HHS) under the National Laboratory Certification Program and that all testing is conducted in accordance with federal regulations.. Should the employee choose to challenge a positive test, the facility will administer testing of the split sample at the expense of the employee. The facility selected must have a qualified individual that will be able to administer the program in accordance with USDOT regulations for a third-party administrator, maintain records and random lists, as well as advise the City of Spokane with the proper way to administer this program for the City.

00536 Breath Alcohol Test
00521 DS Lab/Collection Fee
00525 MRO Report
00568 2nd Lab Conf

2.8 EXIT AUDIOGRAMS

There are specific job classifications identified by the City's Risk Management Department that are required to have an exit audiogram prior to their last day of employment.

00531 Exit Audiogram

2.9 MISCELLANEOUS

90471 Injection Administration Fee
00521 After Hours Drug Screen w/Lab
00536 After Hours Breath Alcohol (BAT)

2.10 CASE MANAGEMENT

The Firm will review medical reports relative to injury and illness, with particular attention to short-term disability, treatment and rehabilitation.

2.11 CONSULTATION

Within ethical guidelines, The Firm will respond to City's need for medical counsel, advice, and recommendations relative to health factors (i.e. Employee issues and development or revisions of policies and procedures.)

2.12 MEDICAL REVIEWING OFFICER (MRO) – ON-SITE PREFERRED

The MRO will have responsibility for:

1. Receipt, review, and reporting of drug test results conducted throughout the City's program.
 - a) The Firm will receive results from the laboratory that analyzes drug test specimens on behalf of the City. The Firm will report as "canceled" to the City those tests that have significant procedural or technical errors.
 - b) The Firm will provide review and interpretation of each laboratory positive test. A physician trained to serve as an MRO will conduct each review. The MRO will determine if there is a legitimate medical explanation for the positive results. In carrying out this responsibility, the MRO will make a reasonable effort to contact the individual and conduct an interview and review his/her medical records made available by the individual when a positive test could have resulted from legally prescribed medication. The MRO may also arrange for a medical evaluation to determine if the individual has clinical signs of drug abuse that correlate with opiate abuse. Only those laboratory positive results that have no legitimate explanation will be reported to the City as positive. The MRO will be available to the City for consultation regarding the use of prescribed medications.
 - c) The Firm will furnish to the City a written report of the results of each test.
 - d) Where the City has specified drug-testing regulations to which it is subject, the Firm will perform in conformance with those regulations.

2. Record Keeping.

The Firm will maintain drug test records on behalf of the City. The records will include the laboratory reports, custody and control forms and documentation of the MRO's evaluation for laboratory positive results. The Firm will maintain these records for at least five years for verified positive results and at least one year for negative and canceled test results. If requested in writing, the MRO will maintain these records for longer periods.

3. Return to Work Determination.

If requested, the MRO will recommend to the City when a worker may return to his/her position after failing or refusing to take a drug test. If reinstatement is recommended, the MRO will establish a schedule for follow-up testing of that worker.

4. Consultation, Expert Testimony.

The MRO will be available for telephone consultation concerning drug test procedures, and will provide expert testimony in drug test related cases on an as-needed basis.

2.13 MAINTAIN MEDICAL RECORDS

1. The Firm will serve as Custodian of Medical Records and will be responsible for properly storing and maintaining medical records and be in compliance with HIPAA regulations.
2. Only medical information will be maintained in the City medical records and shall be kept under the control of Firm's medical personnel only. Any records maintained by non-health professionals shall not contain medical information.

3. The Firm will maintain confidential medical records, which may include: medical histories, examinations, progress notes, narrative health evaluations, medical correspondence, and results from laboratory and diagnostic procedures including x-rays and audiograms. **The Firm shall disclose to the City medical information that has a work related component, such as an injury or illness that has occurred at work and is subject to the provisions of workers compensation statutes.** Management must be apprised of the cause, diagnosis, treatment, and rehabilitation measures relevant to a work-related injury or illness as well as the need for vocational counseling. Injuries or illnesses that are not work-related remain subject to the medical confidentiality obligation and will not be released without the employee's written consent. However, reports pertaining to a pre-employment physical or a fitness-for-duty evaluation must disclose medical information that would prevent the employee from performing fully in his/her position with or without accommodation.
4. Results of industrial hygiene monitoring procedures are considered non-confidential exposure information and may be maintained separately.
5. Medical information may not be released to non-medical company managers or to individuals outside of the City without written consent of the employee, except for worker's compensation cases, subpoenas, arbitration proceedings, or when it is in the best interest of the health and safety of the individuals or others.

2.14 ADDITIONAL GENERAL REQUIREMENTS OF FIRM

1. Participate in training, education, and health promotion programs for employees outlined by the City, augmenting such programs by personal contributions.
2. Protect the privacy of individual employees by conforming to ethical principles of the American College of Occupational and Environmental Medicine.
3. Maintain familiarity with the City by on-site rounds at least four (4) times yearly.
4. Properly advise employee and City of limitations, qualifications, or restriction placed on work activities.
5. Act as agent of the City in reference to CFR 1910.20 (Access to Employee Exposure and Medical Records) with all costs incurred by the Firm as a result of compliance with CFR 1910.20 to be paid by City.
6. Store medical records for City with storage fees to be paid by City.
7. Be familiar with and adhere to City's policies and procedures on occupational health.
8. Participate in training, education, and health promotion programs for employees outlined by the City, augmenting such programs by personal contributions.
9. Provide billing information in an electronic format such as an Excel file (.xlsx) in addition to the paper invoice.
10. Respond to email or messages left with Firm within a 24-hour window.

2.15 MINIMUM QUALIFICATIONS

- A. The successful Firm and all personnel providing medical care for the Firm must be licensed or certified to do business in the State of Washington in order to contract with the City.
- B. The Firm must have experience in occupational medicine for civilian as well as police and fire uniformed employees, and must be Board Certified in Occupational Medicine, with at least ten (10) years of experience.
- C. The Firm must have extensive knowledge dealing with a random drug/alcohol program for those employees who possess a commercial driver's license in accordance with the Washington State Department of Transportation regulations and must have extensive knowledge in the identification and treatment of infectious disease.
- D. The Firm must be able to advise, update and maintain all records and documents pertaining to the program; must be able to track, compile, maintain and submit any reports that the State requires as part of the program and must have a Medical Reviewing Officer (MRO) on site to perform necessary duties as part of the program.
- E. The Firm must have sufficient staff to handle appointment scheduling, referrals, and a variety of examinations and testing in a prompt manner; must have the ability to schedule appointments within three (3) days or less of request; must have examination and test results reviewed by physician and sent to the Human Resources Department within 24 to 48 hours of appointment.

2.16 CITY RESPONSIBILITIES

- 1. Furnish the Firm with a copy of the City's current drug abuse/drug testing policy and procedures; the name and phone number of a representative to assist with contacting individuals; and address of the person in the City to whom results should be reported.
- 2. Before performance begins, inform the Firm of applicable drug testing regulations, if any, and furnish the MRO a copy of the MRO's responsibilities with regard to the City's Employee Assistance Program.
- 3. Assure that the means of receiving results from the MRO – e.g., facsimile transmissions - are secure and confidential, and that individual drug test results will be maintained confidentially and will be disclosed only to individuals with a business need for the information or otherwise in accordance with the law.
- 4. Assume responsibility for the performance of the collection site(s) and/or laboratory, if the City has contracted directly with these Firms.
- 5. Be responsible for laboratory costs of reanalysis and additional tests performed on specimens.
- 6. Designate a billing address and format for use in billing City for services.
- 7. Be responsible for Recording and Reporting Occupational Injuries and Illnesses, OSHA 200 Log.

3. GENERAL INFORMATION

3.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this RFP shall be with the RFP Coordinator, as follows:

| | |
|-----------------------|--|
| Name | Christine Cavanaugh, Human Resources Director |
| Address | 808 W. Spokane Falls Blvd. |
| City, State, Zip Code | Spokane, WA 99201-3327 |
| Phone Number | 509-625-6383 |
| E-Mail Address | ccavanaugh@spokanecity.org |

Any other communication will be considered unofficial and non-binding on the City. Firms are to rely on written statements issued by Addendum. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Firm.

3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

| | |
|---|----------------------|
| Issue Request for Proposals | October 12, 2018 |
| Last date for RFP questions requiring an Addendum | October 19, 2018 |
| Proposals due | October 29, 2018 |
| Evaluate Proposals | Early November, 2018 |
| Conduct oral interviews with finalists, if required | November 7-8, 2018 |
| Negotiate contract | November, 2018 |
| City Council approval of contract | December, 2018 |
| Begin contract work | January 1, 2019 |

The City reserves the right to revise the above schedule.

3.3 SUBMISSION OF PROPOSALS

A. PREPARATION OF ENVELOPES

Place each copy of the Proposal in a separate sealed envelope. On the front of each envelope, clearly note if it contains the original or a copy and place the following information:

“SEALED PROPOSAL – IMPORTANT”
“RFP #4449-18 PROFESSIONAL MEDICAL SERVICES”
“DUE MONDAY, OCTOBER 29, 2018 – 1:00 P.M.”
YOUR COMPANY NAME

B. SUBMISSION OF PROPOSALS

Submit one (1) paper original, one (1) paper copy and one (1) reproducible electronic copy (thumb drive or CD) of the Proposal to:

DELIVERY BY MAIL:

City of Spokane – Purchasing
4th Floor – City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201-3316

HAND DELIVERY:

City of Spokane – “My Spokane” Service Desk
1st Floor – City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201-3316

Do not split up electronic Proposal copy into more than 4 electronic documents. Uploading multiple electronic documents can be labor intensive and viewing Proposal copy as a whole during evaluation may be more difficult.

NOTE: Proposals will not be accepted by fax or email.

C. DUE DATE

It is the responsibility of the Proposer to be sure its Proposal is sent sufficiently ahead of time to be received no later than 1:00 p.m. local time on OCTOBER 29, 2018.

Proposers mailing Proposals should allow normal mail delivery time to ensure timely receipt of their Proposals. The City reserves the right to not consider Proposals received late.

Sealed Proposals will be publicly acknowledged at 1:15 p.m., on the due date in the City of Spokane City Hall Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

3.4 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the City.

All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, “Public Records.”

Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word “Confidential” printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

The City will consider a Proposer’s request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as

proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information must be directed to the RFP Coordinator.

3.5 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP or provide any other pertinent information, it shall be posted as an addendum to the RFP on the City of Spokane Purchasing Webpage <https://my.spokanecity.org/administrative/purchasing/current-projects/>.

The City also reserves the right to cancel or reissue the RFP in whole or in part, prior to final award of a contract.

3.6 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

3.7 ACCEPTANCE PERIOD

Proposals shall remain in effect for sixty (60) days for acceptance by the City from the due date for receipt of Proposals.

3.8 RESPONSIVENESS

The Proposer is specifically notified that failure to comply with any part of the RFP may result in rejection of its Proposal as non-responsive.

The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

3.9 MOST FAVORABLE TERMS

The City reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the Proposal should be submitted initially with the most favorable terms that can be proposed. There will be no best and final offer procedure. The City reserves the right to contact a Proposer for clarification of its Proposal.

The Proposer should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Proposal.

3.10 COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

3.11 NO OBLIGATION TO CONTRACT

This RFP does not obligate the City to contract for services specified herein.

3.12 REJECTION OF PROPOSALS

The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract as a result of this RFP.

3.13 INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW chapter 39.34. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

4. PROPOSAL CONTENTS

4.1 PREPARATION OF PROPOSAL

Proposals shall be submitted on eight and one-half by eleven inch (8" 1/2 x 11") paper with tabs separating the major sections of the Proposal. Use recycled paper and both sides of paper sheets whenever practicable. The major sections of the Proposal are to be submitted in the order noted below:

1. Letter of Submittal.
2. Technical Proposal.
3. Management Proposal.
4. Cost Proposal.

Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal, but should assist the Proposer in preparing a thorough response.

4.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written;
2. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.);
3. Location of the facility from which the Firm would operate;
4. Identify any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months; and

5. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City.

4.3 TECHNICAL PROPOSAL

The Technical Proposal shall contain a comprehensive description of services with specific attention to Section 2 “SCOPE OF SERVICES” and including the following elements:

1. **PROJECT APPROACH / METHODOLOGY** – Include a complete description of the Firm’s proposed approach and methodology for the project. This section should convey Firm’s understanding of the proposed project.
2. **WORK PLAN** – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical Proposal shall contain sufficient detail to convey to members of the evaluation team, the Firm’s knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of City staff. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.
3. **PROJECT SCHEDULE** – Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.
4. **DELIVERABLES** – Fully describe deliverables to be submitted under the proposed project.

4.4 MANAGEMENT PROPOSAL

A. PROJECT MANAGEMENT

1. **PROJECT TEAM STRUCTURE / INTERNAL CONTROLS** - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of the Firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the Firm. This chart must also show lines of authority to the next senior level of management. Include who within the Firm will have prime responsibility and final authority for the proposed work.
2. **STAFF QUALIFICATIONS / EXPERIENCE** – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes' (not to exceed two (2) pages per person) for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

B. EXPERIENCE OF THE FIRM

1. Indicate the experience the Firm and any subcontractors have in the areas referred to in Section 2 “Scope of Services”. Specifically define qualifying experience in

Occupational medicine for civilian as well as police and fire uniformed employees and confirm Board Certification in Occupational Medicine.

2. Indicate other relevant experience that indicates the qualifications of the Firm, and any subcontractors, for the performance of the potential contract.
3. Include a list of contracts the Firm has had during the last five (5) years that relate to the Firm's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses. The Firm grants permission to the City to contact the list provided.

C. REFERENCES

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided. The Firm grants permission to the City to contact the references provided. Do not include current City staff as references. The City may evaluate references at the City's discretion.

D. RELATED INFORMATION

1. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
2. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

4.5 COST PROPOSAL

The evaluation process is designed to award this procurement not necessarily to the Firm of least cost, but rather to the Firm whose Proposal best meets the requirements of this RFP.

1. IDENTIFICATION OF COSTS

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. Submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Firms are required to collect and pay Washington state sales tax, if applicable. See Attachment A.

Costs for subcontractors are to be broken out separately.

5. EVALUATION

5.1 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Evaluation of Proposals shall be accomplished by an evaluation team, to be designated by the City, which will determine the ranking of the Proposals.

The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation.

The RFP Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

5.2 EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the Proposal for evaluation purposes:

| | | |
|---|--|-------------------|
| Technical Proposal – 35% Project Approach/Methodology Quality of Work Plan Project Schedule Project Deliverables | 15 Points (Maximum) 35 Points (Maximum) 10 Points (Maximum) 10 Points (Maximum) | 70 points |
| Management Proposal - 30% Project Team Structure/ Internal Controls Staff Qualifications/Experience Experience of the Firm | 15 Points (Maximum) 15 Points (Maximum) 30 Points (Maximum) | 60 points |
| Cost Proposal – 35% | 70 Points (Maximum) | 70 points |
| GRAND TOTAL FOR WRITTEN PROPOSAL | | 200 POINTS |

5.3 ORAL PRESENTATIONS MAY BE REQUIRED

Written submittals and oral presentations, if considered necessary, will be utilized in selecting the winning Proposal. The City, at its sole discretion, may elect to select the top scoring finalists from the written evaluation for an oral presentation and final determination of contract award. Should the City elect to hold oral presentations, it will contact the top-scoring Firm(s) to schedule a date, time and location. Commitments made by the Firm at the oral interview, if any, will be considered binding.

5.4 AWARD OF CONTRACT

This RFP does not obligate the City to award a contract.

The City of Spokane reserves the option of awarding this contract in any manner most advantageous for the City. More than one contract may be awarded.

Award of contract, when made, will be to the proposer whose Proposal is the most favorable to the City, taking into consideration the evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A PROPOSAL. The City Council shall make the award of contract or purchase.

5.5 NOTIFICATION TO PROPOSERS

After an award recommendation has been determined, Proposers will be sent an Intent to Award notification via e-mail.

5.6 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

6. CONTRACT TERMS

6.1 BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

6.2 ANTI-KICKBACK

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

6.3 DISPUTES

This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

6.4 TERMINATION

Either party may terminate this contract by sixty (60) days written notice to the other party.

6.5 NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged

veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

6.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

A Certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm and its principals;

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
- d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

6.7 PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6.8 LIABILITY

The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

6.9 INSURANCE COVERAGE

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three [3] years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

7. RFP ATTACHMENTS

Attached to this RFP and incorporated herein by reference are the following background documents:

Attachment A – Cost Proposal Pricing Page must be completed and submitted with Proposal. Attachment A is included with this Request for Proposals on page 19.

ATTACHMENT A

COST PROPOSAL PRICING PAGE

1. PRE-EMPLOYMENT PHYSICALS

(Approximately 180 per year (includes drug test), 15 per month; approximately 175 drug tests of temporary seasonal employees per year, 15 per month)

NON-UNIFORMED EMPLOYEES UNIT PRICE

| | | |
|--------|--|----|
| 00521 | DS Lab/Collection Fee | \$ |
| 00526C | Dot Exam w/hearing for City | \$ |
| 72100 | X-ray Spine LS/AP + Lat | \$ |
| 00504 | Extended Exam/Audio | \$ |
| 00579 | Drug Test (Temporary Seasonal Park Department employees only). | \$ |
| 00582 | Drug Test + PAML (Temporary Seasonal Park Department employees only) | \$ |
| 00516 | Pulmonary Function Test (as needed depending on job classification | \$ |

UNIFORMED POLICE OFFICERS (to include Reservists)

| | | |
|-------|-----------------------------|----|
| 00504 | Ext. Exam/Audio | \$ |
| 81000 | Urinalysis-Dip Stick | \$ |
| 72100 | X-Ray Spine LS/AP + Lat | \$ |
| 71010 | X-Ray Chest, Pa View | \$ |
| 93000 | Electrocardiogram, Complete | \$ |
| 36415 | Venous Blood Draw/Office | \$ |
| 4102Q | Lab Panel | \$ |
| 86592 | RPR | \$ |
| 86580 | TB Test | \$ |
| 81001 | Urinalysis – sent to lab | \$ |

UNIFORMED FIREFIGHTERS

| | | |
|-------|--|----|
| 00504 | Pre-emp exam, hearing and full vision | \$ |
| 00615 | Respirator clearance, questionnaire review | \$ |
| 00516 | Pulmonary Function Test | \$ |
| 71010 | Chest X-ray (PA only) | \$ |
| 72020 | L-spine (if indicated) | \$ |
| 4102Q | Lab Panel | \$ |
| 36415 | Blood Draw | \$ |
| 93015 | Stress EKG Treadmill (Drs. Discretion) | \$ |
| 00521 | Drug Screen (Pre-employment only) | \$ |
| 72100 | X-Ray Spine LS/AP + Lat | \$ |
| 71010 | X-Ray Chest, Pa View | \$ |

2. ONGOING PHYSICALS

FIREFIGHTERS

| | | |
|-------|--|----|
| 00504 | Annual Exam >40 | \$ |
| 00504 | Bi-annual Exam (age 30 to 39) | \$ |
| 00504 | Exam every 3 years (age 29 & under) | \$ |
| 00516 | Pulmonary Function Test | \$ |
| 81000 | Urinalysis-Chem Stick | \$ |
| 36415 | Blood Draw | \$ |
| 4102Q | Lab Panel | \$ |
| 84153 | PSA (>50 years old) | \$ |
| 71010 | Check X-ray PA (if indicated) | \$ |
| 93015 | Stress EKG Treadmill (Haz Mat Only) | \$ |
| 90636 | Twinrix | \$ |
| 90632 | Hep A | \$ |
| 90746 | Hep B | \$ |
| 00498 | Lift Test | \$ |
| 90714 | Tetanus | \$ |
| 00124 | Quantiferon Gold blood test | \$ |
| 90396 | Varicella-Zoster IG IM | \$ |
| 86787 | Varicella-Zoster Titer | \$ |
| 86706 | Hep B Surface Antibody | \$ |
| 90715 | TDAP Vaccine – Tetanus, Diptheria, Pertussis | \$ |
| 90658 | Influenza Virus Immunization | \$ |
| 90472 | Additional Vaccination nursing Fee | \$ |

As part of a Firefighters ongoing physical, additional services that would need to be provided are: (Fire Department would be financially responsible for these charges.)

| | | |
|-------|----------------------------|----|
| 86804 | Hep C | \$ |
| 86580 | TB Test | \$ |
| 90746 | Hep B Series | \$ |
| 90632 | Hep A Series | \$ |
| 86735 | Mumps Titre | \$ |
| 86762 | Rubella Titre | \$ |
| 86765 | Rebeola Titre | \$ |
| 90701 | Diptheria, Tetanus Vaccine | \$ |

POLICE OFFICERS

| | | |
|-------|-----------------------------|----|
| 00504 | Ext. Exam/Audio | \$ |
| 81000 | Urinalysis-Dip Stick | \$ |
| 72100 | X-Ray Spine LS/AP + Lat | \$ |
| 71010 | X-Ray Chest, PA View | \$ |
| 93000 | Electrocardiogram, Complete | \$ |
| 36415 | Venous Blood Draw/Office | \$ |
| 4102Q | Lab Panel | \$ |

| | | |
|---|---------------------------------------|----|
| 86592 | RPR | \$ |
| 81001 | U/A Microscopic Analysis (Bomb Squad) | \$ |
| <i>For those officers exposed to meth labs while on duty:</i> | | |
| 00615 | RESP Clearance Quest | \$ |
| 00516 | Pulmonary Function Test | \$ |
| 83655 | Lead W/Zinc/OSHA | \$ |
| 4102M | Chem Panel Heavy Metal Screen | \$ |
| 84153 | ASSAY PSA Total | \$ |

3. DOT CERTIFICATION/RECERTIFICATION

(Approximately 245 per year, 30 per month)

| | | |
|-------|----------|----|
| 00506 | DOT Exam | \$ |
|-------|----------|----|

4. FIT-FOR-DUTY EXAMS

(Approximately 13 per year)

| | | |
|-------|-------------------------|----|
| 00510 | Basic Fit For Duty Exam | \$ |
| 00511 | Ext Fit For Duty Exam | \$ |

5. POST ACCIDENT TESTING

(Approximately 15 per year)

| | | |
|-------|-----------------------|----|
| 00536 | Breath Alcohol Test | \$ |
| 00521 | DS Lab/Collection Fee | \$ |

6. RANDOM DRUG/ALCOHOL TESTING (CDL)

(Random Drug Tests = 22 per month. Random Alcohol Tests = 5 per month.)

| | | |
|-------|--------------------------|----|
| 00536 | Breath Alcohol Test | \$ |
| 00521 | DS Lab/Collection Fee | \$ |
| 00525 | MRO Report | \$ |
| 00568 | 2 nd Lab Conf | \$ |

7. EXIT AUDIOGRAMS

| | | |
|-------|----------------|----|
| 00531 | Exit Audiogram | \$ |
|-------|----------------|----|

8. MISCELLANEOUS

| | | |
|-------|----------------------------------|----|
| 90471 | Injection Administration Fee | \$ |
| 00521 | After Hours Drug Screen w/Lab | \$ |
| 00536 | After Hours Breath Alcohol (BAT) | \$ |

9. ADDITIONAL CHARGES

Any other fees/charges that might be billed to the City, as part of this contract must be identified here or they will not be allowed.

| <u>Description of fee/charge</u> | <u>Unit</u> | <u>Unit Cost</u> |
|----------------------------------|-------------|------------------|
| | | |
| | | |
| | | |
| | | |
| | | |