

**CITY OF BOISE
FIRE DEPARTMENT
REQUEST FOR PROPOSAL**



**RFP 16-052
Physical Health Management Services**

Addenda

1. _____
2. _____
3. _____
4. _____
5. _____

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Invitation to Propose

November 12, 2015

Dear Proposer:

The City of Boise, Idaho will accept sealed PROPOSALS at the Purchasing Office, 150 N. Capitol Blvd., Boise, Idaho, 83702, until **December 9, 2015 at 10:00 am**. Immediately thereafter, all proposals will be opened and publicly read in the presence of the Proposers at Boise City Hall.

RFP 16-052; Physical Health Management Services, Fire Department, Boise City

Scope of Work: The City of Boise Fire Department is seeking a board certified physician in occupational medicine, internal medicine specializing in fields relevant to the fire service such as occupational toxicology, industrial hygiene, epidemiology, infectious disease, pulmonary, cardiology, critical care, orthopedics, and/or emergency medicine to provide in-office exams (annual, injury & rehab) and on-site vaccinations to Fire Staff. The ability to interact successfully with other professionals is essential since no single person can be a specialist in all fields. Physician must have a thorough knowledge of job-related activities, physical demands of the occupation and stresses associated with firefighting. The individual must understand the various Fire Service job analyses, remain current on medical literature pertaining to fire service related issues, and conduct ongoing research related to fire fighter's health, safety, and fitness. Additionally, the physician must have knowledge of local, state, and federal laws as well as the roles of labor and management relating to occupational medicine, health, and safety.

The selected firm is also expected to act as a consultant to the Fire Department for physician level administrative services for program/policy development and education. The physician should have a thorough knowledge of job-related activities, physical demands of the occupation and stresses associated with the job of a firefighter.

Proposals will be prepared per the specifications detailed within the Request for Proposal document. Bid/Proposal documents are available at no charge with registration through DemandStar (link provided on City Website). www.cityofboise.org or a CD copy can be picked up at the Purchasing Office of the City of Boise, 150 North Capitol Blvd., Boise, Idaho.

IMPORTANT DATES:	DATE/TIME
Questions & Clarification Due	December 2, 2015 by close of business
Bids/Proposals Due	December 9, 2015 at 10:00am local time

In determining the best qualified proposal, Purchasing will consider all acceptable proposals on a basis consistent with RFP requirements.

The City intends to award contract to one supplier, however, the City reserves the right to award to more than one proposer.

The City of Boise reserves the right to reject any and all proposals, to waive any irregularities in the proposals received and to accept the proposal(s) that are in the best interest of the City. Boise City is an Equal Opportunity Employer. The City of Boise is exempt from Federal and State taxes and will execute the required exemption certificates.

CITY OF BOISE, IDAHO

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PROPOSAL INSTRUCTIONS AND INFORMATION

- The submission package or envelope **SHOULD BE SEALED** and **PLAINLY MARKED** with the following:

**Boise City Purchasing Office
150 N Capitol Blvd
Boise, ID 83702
RFP 16-052 Physical Health Management Services**

- **Submit PROPOSALS to the Boise City Purchasing Office, 150 North Capitol Blvd., Boise, Idaho 83702.**
- The Owner is the City of Boise.
- **ALL PROPOSALS MUST BE SIGNED.**
- If a "Bid Schedule" is present, the Schedule should be completely filled in by the Bidder and included in their Proposal. Where proposal formats are requested, Bidder is to comply with all specifications.
- Additional sheets may be included if more room is needed for technical information, answers, and explanations.

GENERAL CONDITIONS

These General Conditions are presented for clarification of the Terms and Conditions included with the Contract Agreement and are not intended to replace or take precedence over those Terms and Conditions.

1.1 Intent of Request for Proposal

It is the intent of this proposal to describe the services being sought in sufficient detail to secure qualified Proposals. Proposals will be evaluated using a weighted scoring method. Proposals not conforming to the requested format or not in compliance with the specifications will not receive full scoring.

1.2 Proposer's Costs

The Proposer will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this RFP. All materials and documents submitted in response to the RFP become the property of the City and will not be returned.

1.3 Evaluation of Proposer

Before a contract will be awarded, the City may conduct reference investigations as is necessary to evaluate and determine the performance record and ability of the top ranked Proposer(s) to perform the size and type of work to be contracted, and to determine the quality of the service being offered. By submitting a proposal, you authorize the City to conduct reference investigations as needed. Proposals will be evaluated by a selection committee comprised of City of Boise employees, and may include citizens of the City.

1.4 Insurance

The Contractor will provide the insurance coverage designated hereinafter and pay all costs associated with the insurance coverage. Any submitted insurance policy, or certificate of insurance will name the City as a named insured (Attn: Purchasing), where appropriate, and such insurance policy or certificate of insurance will be kept and maintained in full force and effect at all times during the term or life of this contract. The insurance policy or certificate of insurance must be filed with Purchasing prior to commencing work under this contract and no insurer will cancel the policy or policies or certificate of insurance without first giving thirty (30) days written notice thereof to the Contractor and the City, but the contractor may, at any time, substitute a policy or policies or certificate of insurance of a qualified insurance company or companies of equal coverage for the policy or policies or certificate then on file with Purchasing.

In case of the breach of any provision of this article, the City, at its option, may take out and maintain at the expense of the Contractor, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this contract.

- a. Contractor's and Subcontractor's Insurance. The Contractor will not commence providing service under the contract until Contractor has obtained all the insurance required hereunder and such insurance has been reviewed by the City. Review of the insurance by the City will not relieve or decrease the liability of the Contractor hereunder.
- b. Compensation and Employer's Liability Insurance. The Contractor will maintain

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during the life of this contract, the statutory workers' compensation, in addition, employer's liability insurance in an amount not less than \$500,000 for each occurrence, for all of his employees to be engaged in work on the project under the contract, and, in case any such work is sublet, the Contractor will require the Subcontractor similarly to provide workers' compensation and employer's liability insurance for all of the latter's employees to be engaged in such work.

The minimum limits of insurance described above will not be deemed a limitation of the Contractor's covenant to indemnify.

1.5 Reserved Rights

The City of Boise reserves the right to accept or reject proposals. The City may select a firm on the basis of the written proposal or may request oral presentations from the most highly rated firms under the evaluation criteria outlined above. The firm selected through this process as the best qualified will then be requested to negotiate a contract.

1.6 Public Records

The Idaho Public Records Law, Idaho Code Sections 74-101 through 74-126, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State or local agency regardless of the physical form or character. All, or most, of the information contained in your Bid or Proposal will be a public record subject to disclosure under the Public Records Law and will be available for inspection and copying by any person. The Public Records Law contains certain exemptions. One exemption potentially applicable to part of your response may be for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy.

If you consider any element of your Bid or Proposal to be a trade secret, or otherwise protected from disclosure, you **must**:

- a.** Indicate by marking **each page** of the pertinent document confidential; and,
- b.** Include the specific basis for your position that it be treated as exempt from disclosure.

Prices quoted in your Bid or Proposal are not a trade secret.

The following is not acceptable or in accordance with the Public Records Law and **will not be honored**:

- a.** Marking your entire Bid or Proposal as exempt; or,
- b.** Placing a statement or legend on one (1) page stating that all or substantially all of the response is exempt.

The City, to the extent allowed by law and in accordance with these Instructions, will honor a designation of nondisclosure. If you claim material to be exempt from disclosure under the Idaho Public Records Law, the Bidder/Proposer will expressly agree to defend, indemnify and hold harmless the City from any claim or suit arising from the City's refusal to disclose any such material. Any questions regarding the applicability of the Public Records Law should be addressed to your own legal counsel – **Prior to submission.**

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1.7 Taxes

The City of Boise is exempt from Federal and State taxes and will execute the required exemption certificates for items purchased and used by the City. Items purchased by the City and used by a contractor are subject to Use Tax. All other taxes are the responsibility of the Contractor and are to be included in the Contractor's Proposal pricing.

1.8 Request for Clarification, Protest of Proposal Requirements, Standards, Specs, or Process

Any Proposer who wishes to request clarifications, or protest the requirements, standards, specifications or processes outlined in this Request for Proposal may submit a written notification to the Department of Finance & Administration, to be received no later than noon, four (4) working days prior to the proposal opening date. The notification will state the exact nature of the clarification, protest, describing the location of the protested portion or clause in the Proposal document and explaining why the provision should be struck, added, or altered, and contain suggested corrections. The Finance & Administration Department may deny the protest, require that the Proposal document be modified, modify the proposal, and/or reject all or part of the protest. Changes to these specifications will be made by written addendum. Verbal responses will not be binding on the City or the Proposer.

Written requests are to be directed to:

Missy Morrison
City of Boise Purchasing
150 N. Capitol Blvd.
Fax 208-384-3995
MMorrison@cityofboise.org

1.9 Addenda to the RFP

If this specification is modified by the Purchasing Office, the modifications will be sent to each plan-holder in writing through DemandStar, by either fax or email. Verbal modifications are not binding on the City or the Bidder. No oral changes will be considered or acknowledged. Proposers are requested to acknowledge each addendum received in their Proposal.

1.10 Modification and Withdrawal of Bid/Proposal

A proposal may be modified or withdrawn by the Proposer prior to the set date and time for the opening of proposals.

1.11 Proposal Questions

Questions and responses of any one Proposer, which the City of Boise deems may affect or cause an ambiguity in proposal responses, will be supplied to all prospective Proposers by addendum.

The City of Boise may, by written notice to all respondents, cancel, postpone or amend the Request for Proposal (RFP) prior to the due date. If, in the opinion of the City of Boise, the revisions or amendments will require additional time for a response, the due date will be extended to all participants. If revisions and amendments are not furnished to respondents prior to the due date, proposals shall be considered withdrawn and the process shall be re-initiated without further discussion.

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1.12 Idaho's Reciprocal Preference Law

Reciprocal preference applies to any purchase of materials, supplies, services or equipment that is competitively bid/proposal, regardless of the dollar amount, is subject to Idaho's Reciprocal Preference Law, Idaho Code §67-2349.

Reciprocal Preference

Information: http://www.oregon.gov/DAS/EGS/ps/Pages/detail_a_main_page.aspx

1.13 Significant Local Economic Presence

To qualify as a bidder with a significant local economic presence, a firm must maintain in the Metropolitan Impact Area a fully staffed office, or fully staffed sales offices, or fully staffed sales outlets, or manufacturing facilities, or warehouses, and, if required, be registered with the Secretary of State of Idaho to do business in Idaho at the time of the bid/proposal opening.

- **Metropolitan Impact Area:** Includes and is limited to the counties of Ada, Boise, Canyon, Elmore, Gem and Payette in the state of Idaho.

1.14 Award Criteria

Criteria necessary to evaluate the proposals in relation to the service being sought are included in the RFP documents and will be established and weighted. At a minimum, criteria will include annual pricing, experience, references, compliance to the specifications and requirements for the service. The contract may be awarded to one or multiple Proposers.

SCORE

Item	Points
Introduction and Signature Sheet	Pass/Fail
Company Background and Staff Qualifications	250
Personnel Qualifications	250
Service Capability and Staffing	300
Cost	200
Basic Requirements	300
References*	200
Total Points	1500

*References points will be awarded based on similar size and scoped customers, the City will check and rank finalist based upon actual interviews if required.

1.15 Highest Ranked Proposer

All contracts or award of proposals shall be awarded to the highest ranked Proposer, with all evaluation criteria considered, provided that, the City Council may award contracts to the Proposer it determines appropriate.

1.16 Proposal and Price Guarantee

It is desired that the submitted proposal remain in effect for a minimum of 120 days, along with all proposal pricing. If this is not accepted, Proposer is to so indicate.

1.17 Protest of Contractor Selection or Contract Award

Any actual Bidder who is aggrieved in connection with the selection of a Contractor or award of the contract or proposal may submit a protest to the Purchasing Agent. The judgment used in the

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scoring by individual evaluators is not grounds for a protest. The protest will be submitted in writing within seven (7) calendar days after such aggrieved person knows or should have known the facts which give rise to the protest. The protest must set forth in specific terms the alleged reason the Contractor selection or contract award is erroneous. Any protest addressed to the Mayor or City Council will be referred to the City Purchasing Agent.

1.17.1 Award Protest

If any participating bidder objects to such award, such bidder shall respond in writing to the notice from the political subdivision within seven (7) calendar days after the date of transmittal of the notice setting forth in such response the express reason or reasons that the award decision of the governing board is in error.

- Only persons who submitted a bid/proposal are allowed to protest the award.
- Protest must be in writing and received within seven (7) days of Intent to Award Letter posting.
- Purchasing will address the protest with input from Project Manager if necessary.
- After receipt of protest response bidder has three (3) working days (Monday – Friday) to protest to the City Council by submitting a protest of the decision to the City Clerk. City Clerk will then schedule the bidder for Council.
- If Federal grant funds are involved and the protestor is not satisfied with the way that the City has resolved the protest, the protestor may have the option to appeal to the City Council and then the Federal Grant Provider.
- Award protests are only allowed on formal level Bid/RFP's. There is no protest period for the semiformal or informal Bid/RFP process.

Written protests are to be directed to:

Purchasing Agent
Fax 208.384.3995
purchasing@cityofboise.org

1.18 Payments and Billings

The awarded Proposer will submit all invoices to:

Fire Department
333 N Mark Stall Place
Boise, Idaho 83704

Payments through City Hall are processed weekly. The awarded Proposer can expect the City to issue and mail payment within 45 days after receipt of invoice.

1.19 Stop Work Order

Any “Stop Work Order” given to Awarded Proposer will cause all physical work to stop and a complete cessation of all expenditures, ordering of materials, etc., on the part of the Awarded Proposer and/or his assigns.

1.20 Disadvantaged Business Enterprises (D.B.E.)

D.B.E. firms and business enterprises are encouraged to submit a proposal. Women owned and

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minority owned firms are encouraged to submit a proposal. The City actively encourages any proposals by D.B.E. firms for goods and services for the City.

The City of Boise reserves the right to reject any and all proposals, to waive any irregularities in the proposals received, to award on an "each item" basis (however, the Proposer may indicate "all or none"), and to accept the proposal deemed most advantageous to the best interest of the City of Boise.

TERMS AND CONDITIONS

2.1 Assignment or Subcontracting

The Consultant may not assign or transfer this agreement or any interest therein or claim there under, or subcontract any portion of the work there under, without the prior written approval of the City of Boise. If the City of Boise consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee.

2.2 Contract

The selected firms(s) will be expected to execute a contract with the City of Boise. Specific exception must be proposed prior to bid/proposal opening.

2.3 Ownership and Access to Records

While ownership of confidential or personal information about individuals shall be subject to negotiated agreement between the City of Boise and the Consultant, records will normally become the property of the City of Boise and subject to state law and City of Boise policies governing privacy and access to files.

2.4 Examination of Records

The City of Boise shall have access to and the right to examine any pertinent books, documents, papers, and records of the Consultant involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. The Consultant shall retain project records for a period of five years from the date of final payment.

2.5 Conflict of Interest

- 2.5.1. The Consultant shall not hire any officer or employee of the City of Boise to perform any service covered by this Agreement.
- 2.5.2. The Consultant affirms that to the best of his/her knowledge there exists no actual or potential conflict between the Consultant's family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the City of Boise.
- 2.5.3. The Consultant shall not be in a reporting relationship to a City of Boise employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Consultant.

2.6 Copyright

The City of Boise shall own, solely and exclusively, the copyright and all copyright rights to any written or otherwise copyrightable material delivered under this Agreement. The Consultant warrants that all creators of copyrightable material delivered under this Agreement to the City of Boise are, at the time of the material's creation, bona fide employees or subcontractors of the Consultant, and that such creation is within the course and scope of the creator's employment.

2.7 Non-Waiver

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

2.8 No Third-Party Rights

Nothing in this Agreement is intended to make any person or entity that is not signatory to the agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

2.9 Standard for Performance

The parties acknowledge that the City of Boise, in selecting the Consultant to perform the services hereunder, is relying upon the Consultant's reputation for excellence in the performance of the services required hereunder. The Consultant shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties. The Consultant shall devote such time to performance of its, her, or his duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties within the deadlines set forth herein. Nothing in the foregoing shall be construed to alter the requirement that time is of the essence in this Agreement.

2.10 Attorney's Fees

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts of fees, costs and expenses, including attorneys' fees, as may be set by the Court.

2.11 Applicable Law

The laws of the State of Idaho shall govern this agreement.

2.12 Rejection of Proposals

The City of Boise may, at its sole option, reject any and all proposals, for any reason, and reserves the right to re-solicit proposals in the event no response to the RFP is acceptable to the City of Boise. City of Boise is in no way obligated to any respondent for the work as set forth in the specifications.

- 2.13.1 The City of Boise reserves the right to accept or reject proposals on each item separately or the RFP as a whole, without further discussion.
- 2.13.2 Proposals, which are incomplete, will be considered non-responsive to this solicitation and may be rejected without further consideration.
- 2.13.3 If, in the opinion of the City of Boise, the solicitation does not result in reasonable prices to the City of Boise, considering price and cost factors associated with the acquisition described herein, then all proposals shall be rejected. All participating respondents shall be notified of the rejection, the reasons for the rejection, and advised of the disposition of the requirement.

PROJECT INFORMATION

The Fire Department board certified physician for Boise Fire is involved with the health, wellness, fitness and safety of uniformed personnel from the beginning of their career (candidate evaluations), throughout their career (annual health/fitness evaluations), during injury/illness (referrals, rehabilitation, counseling and reevaluations), at retirement from active duty (retirement evaluations). The Fire Department physician is required to review and discuss exam results with Fire Department members; this may include follow up testing and review after referrals. The Fire Department physician is required to maintain updated medical records and when indicated or requested, a copy of the exam (record) will be forwarded to the member's personal physician.

The Fire Department would also benefit from physicians specializing in fields relevant to the fire service such as occupational toxicology, industrial hygiene, epidemiology, infectious disease, pulmonary, cardiology, critical care, orthopedics, physiatrist, burn care, dive medicine (NASAR), technical rescue (USAR Standards) and/or emergency medicine. The ability to interact successfully with other professionals is essential since no single person can be a specialist in all fields.

The Fire Department physician must have a thorough knowledge of job-related activities, physical demands of the occupation and stresses associated with firefighting. The individual must be able to conduct job analyses, remain current on medical literature pertaining to fire service related issues, and conduct ongoing research to fire fighter's health, safety and fitness. Additionally, the Fire Department physician must have knowledge of local, state, provincial, and federal laws as well as the roles of labor and management relating to occupational medicine, health and safety. Physician must interpret and apply NFPA 1582 as well as any other health related standards i.e. (OSHA, CDC).

The Fire Department physician is also required to provide general health education to the Fire Department on a quarterly basis. Health topics should be pertinent to medical issues and needs of the overall department. Physicians are also encouraged to participate in on-going Fire Department training.

The following are examples of services currently being utilized by the Boise Fire Department and are services required under this RFP:

- **In-office visit for new hire** - pre-employment physical examination to include a statement from the physician indicating that the new hire is physically able to attempt the recruit physical fitness test
- **In-office visit for annual exam** - annual physicals for our firefighters and specialty team exams
- **Injury** - If a Firefighter gets injured at work we will work through the department physician as our primary contact for all treating physician to ensure we are following workman's comp processes and that the firefighter meets our departmental fit for duty requirements
- **Rehab** - If a Firefighter gets injured at work that requires rehab we will work through the department physician as our primary contact for all treating physician to ensure we are following workman's comp processes and that the firefighter meets our departmental fit

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for duty requirements

- **On-site flu shots** - the annual administration of flu shots to our department and family members. This would include the acquisition of the medicine.

Please outline how you will meet or exceed the following criteria for the City of Boise Fire Department. Proposers who can demonstrate they meet or exceed the following criteria will be scored accordingly.

Basic Requirements

1.) Confidentiality

Confidentiality of medical information is a critical aspect of medical and fitness evaluations. The unauthorized release of personal details that may be recorded as part of a medical evaluation can and does cause legal, ethical, and personal problems either for the employee, the employer or the examining physician. All information obtained from medical evaluations is confidential, and the employer shall only be provided a statement regarding fitness for duty, necessary work restrictions, and appropriate accommodations.

The health care provider (organization or individual) shall provide written assurance that the above confidentiality requirements are met.

2.) Follow-Up or Referral to Health Care Practitioner

The Wellness-Fitness Initiative recognizes the importance of consultation and/or referral to outside health care providers and/or specialists. Aspects of the follow-up and referral program include:

- Abnormal findings on the annual physical must be addressed by follow-up or referral.
- Revaccination or intervention following exposures must be managed by follow-up or referral.
- Return to work determinations requires clearance by the Fire Department physician or other provider following a consult with an outside physician or after extended leave.
- Follow-up on findings from annual examinations must be reviewed by the Fire Department physician.
- Referral to physical therapy for musculoskeletal rehabilitation.
- Nutritional counseling for diet and weight management.

The health care provider (organization or individual) shall provide written documentation regarding their follow-up/referral program or procedures.

3.) Individualized Health Care Appraisal

Written feedback to uniformed personnel concerning health risks and health status is required following the examination. Reporting findings and risks and suggesting plans

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for modifying risks improves the physician-patient relationship and helps uniformed personnel claim ownership of their health status. Individualized health risk appraisals also must include questions that attempt to accurately measure the uniformed personnel's perception of their health. Health perception can be a useful indicator of potential problems.

4.) Medical History Questionnaire

An initial pre-employment history questionnaire must be completed to provide baseline information with which to compare future medical concerns. A periodic medical history questionnaire must be completed to provide follow-up information. Periodic questionnaires focus on changes in health status and the following medical and surgical history, allergies, family history, prior work/exposure history, prior history of toxic involvement, and stress evaluation.

5.) Complete Physical Examination

Extensive physical examination including vital signs, vision/ophthalmologic screening (fundoscopy), rectal examination based on national screening recommendation, and body composition.

6.) Laboratory Profile

CBC, comprehensive chemistry profile (as outlined in NFPA 1582), PSA (based on national screening recommendations) and urinalysis (including specific gravity, protein, glucose and occult blood)

7.) Immunizations and Infectious Disease Screening

- Hepatitis B Virus Vaccine and titers
- Hepatitis A Virus Vaccine
- Tetanus/Diphtheria Vaccine (Booster every 10 years)
- Measles, Mumps, Rubella Vaccine (MMR)
- Polio Vaccine
- Influenza Vaccine (offered annually)

All other vaccinations will be billed separate. Please price separately.

8.) Infectious Disease Screening

Tuberculosis Screen (offer annual PPD)

Hepatitis C Virus Screen (offered annually)

HIV Screening (offered annually)

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PPD, Hepatitis C screening and HIV to be offered annually as part of the exam.

9.) Radiology

Chest x-ray (PA/lateral); baseline and every 3-5 years as indicated.

10.) Pulmonary Function Testing

Office based spirometry to include; FVC, FEV1; FVC/FEV1 ratio and PEF

11.) EKG/Exercise Treadmill Testing

Testing requires 12 lead resting EKG annually and treadmill exercise cardiac stress test as outlined in NFPA 1582 and IAFF Wellness-Fitness Initiative.

12.) Locations

Provide locations available for in-office visits

FORMAT OF PROPOSALS

Proposals should be clear and concise and should include the following headings to assist in evaluation. Proposals not conforming to the requested format or not in compliance with the RFP will not receive full scoring. Ensure proposals provide information relative to the selection criteria outlined in the RFP. To assist in the evaluation process, the proposal shall contain the following information:

Introduction and Signature Sheet Mandatory (Pass/Fail)

Include an introduction to your firm including, when business was organized, a summary of its approach, commitment, and interest in this type of work. Include the completed signature sheet (All proposals submitted without such signature will be deemed non-responsive). Please provide the name, title, address, and telephone number of the primary contact for the information provided in your firm's proposal.

Company Background and Staff Qualifications 250 Points

- Provide a brief overview of your firm's background. Indicate the number of years your firm has been providing the services required in this Request for Proposal. Identify any and all licenses held by your firm. Firm's that can demonstrate specific knowledge of Firefighter health will be awarded higher points.
- This section should also demonstrate the qualifications of all professional personnel to be assigned to this project, including firm principals, by providing resumes/experience summaries describing their education, credentials, certifications and memberships in professional organizations, related experience and their proposed roles for this contract. Provide sufficient information to demonstrate your firm's expertise and ability to perform under the contract.
- No work may be subcontracted, nor assigned, without prior written approval of the City. If your firm intends to subcontract any of the work required under this RFP, detailed information for each subcontractor must be provided. Proposer shall be required to assume complete responsibility for fulfilling all aspects of the project.
- Proposer must provide a company profile. Information provided shall include:
 - Company ownership. (If incorporated, the state in which the company is incorporated and the date of incorporation),
 - Location of the company offices.
 - Location of the office servicing any Idaho account(s),
 - Number of employees both locally and nationally,
 - Name, address, and telephone number of the Proposer point of contact for a contract resulting from this RFP,
 - Company background/history and why Proposer is qualified to provide the services described in this RFP,
 - Length of time and a brief description of the Proposer has been providing services described in this RFP,
 - Resumes for management or supervisor responsible for performance of any contract resulting from this RFP.

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Proposer must include in their proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. CITY reserves the right to reject any proposal based upon the Proposer's prior history with CITY or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones, or other contractual failures.

Personnel Qualifications 250 Points

- Identify key personnel and their position within the organization. Provide a resume detailing the experience, level of expertise, and qualifications of the representative/manager and those individuals who will directly support and be involved in meeting the day to day requirements of CITY.
- If you plan to subcontract work indicate the name and address of each firm and the type of work or tasks they will perform. Identify the personnel to be assigned, their position, qualifications, and representative experience.

Service Capability and Staffing 300 Points

In this section include the following:

- Number of full time and part-time (minimum 20 hrs. per week) employees available for this project
- Your company's standard business hours
- Contact name with telephone, email and hours available
- Formal method for reporting contract performance satisfaction and/or dissatisfaction.
- Guaranteed emergency response time

Note: By submitting a proposal you agree to the following conditions:

- a. After hours contact information will be required from the winning contractor
- b. Contractor will have the ability to meet City Representative during normal working hours

Describe your company's capabilities to address the City's requirements.

Cost 200 Points

Complete Cost Proposal Section on Page 23.

Basic Requirement 300 Points

Outline how you will meet or exceed the requirements from pages 15-17. Please be concise and where documentation is required please notate as such.

References 200 Points

Provide a minimum of three (3) references from similar jobs performed within the last three years. In addition, include all local government references. Information provided shall include:

- Client name
- Job description
- Job dates (starting and ending)
- Client manager name and telephone number

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- Value of contract and size of facility
- Name of the person responsible for day to day Administration of the Contract

References points will be awarded based on similar size and scoped customers, the City will check and rank finalist based upon actual interviews if required.

Evaluation and Selection Process

The Evaluation committee will use a point formula during the review process to score proposals. Each member of the Evaluation Committee will first score each proposal by the criteria described above. The full Evaluation Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite score for each firm. At this point firms with an unacceptable low score will be eliminated from further consideration.

Shortlist interviews

If more than one firm remains under consideration, the Evaluation committee may interview such firms and then reach consensus on the best qualified firm.

Prior to possible interview with finalists, the City may conduct reference checks by contacting those individuals submitted by the Proposer with their proposal in response to this RFP. In addition, the City may contact references not listed by the Proposer.

Once the highest ranked firm has been selected, Boise City will enter into negotiations with the firm to finalize a contract. If contract terms cannot be agreed upon with the highest ranked proposer, the City will terminate negotiations with that proposer, and may enter into negotiations with the next highest ranked proposer or reject all proposals as is in the best interest of the City.

The City reserves the right to investigate and confirm the proposer's financial responsibility. This may include financial statements, bank references and interviews with past clients, employees, and creditors, as well as the quality of services. Unfavorable responses to these investigations are grounds for rejection of proposal.

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Physical Health Management Services
Return with Bid Proposal
BID PROPOSAL SIGNATURE PAGE

Name of Business:			
	Please print or type		
Address:			
City:			
State:		Zip Code:	
Phone No.:			
Federal Tax ID:			
Signature:			
Printed Name:			
E-Mail			
Title:			
Date:			

Significant Local Economic Presence: ____ Yes; ____ No

(Misstatement of local presence may result in disqualification of the bid or proposal by the City Council).

Provide local address if different than mailing address.

Proposer Acknowledge Receipt of the Following Addenda:

Addendum #	Date
1.	
2.	
3.	
4.	

The above signed proposes to provide services in accordance with the specifications for **RFP 16-052, Physical Health Management Services**, Boise Idaho and to bind themselves, on the acceptance of this proposal, to enter into and execute a contract, of which this proposal, terms and conditions, and specifications will be part.

The above signed acknowledges the rights reserved by the City to accept or reject any or all proposals as may appear to be in the best interest of the City. The undersigned further agrees, if awarded a contract, to execute and deliver the same to the City within five (5) working days after receipt of an executed contract and to submit there with all required insurance certificates.

Proposal Guarantee

Number of days price will be guaranteed:	
--	--

(Request minimum of 90 days)

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Physical Health Management Services Return with Bid Proposal

4 PUBLIC AGENCY CLAUSE

Bid prices will be made available to other "Public Agencies", including agencies of the State of Idaho, and as defined in Section 67-2327 of the Idaho Code, which reads: "Public Agency" means any city or political subdivision of this state including, but not limited to counties; school districts; highway districts; port authorities; instruments of counties; cities or any political subdivision created under the laws of the State of Idaho. It will be the responsibility of the "Public Agency" to independently contract with the vendor and/or comply with any other applicable provisions of Idaho Code governing public contracts. Typically, other municipalities buy from our agreement.

Accept Public Agency Clause? Yes _____
No _____

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Return with Bid Proposal

5 COST PROPOSAL SECTION

Costs for Annual Comprehensive Examinations	
Year	Cost per exam
1 year of contract	\$
Vaccination Cost List	
Vaccinations	Pricing list
Tetanus (Td)	\$
Tdap (Boostrix or Adacel)*	\$
Hepatitis A	\$
Hepatitis B	\$
TwinRix (Hep A&B)	\$
MMR	\$
Influenza	\$ /shot Admin by vendor***
PPD placement and read	
Other vaccination related costs	
Injection Fee **	\$
Repeat Hep B titer (direct cost	\$
from Interpath Lab)	
Lab draw cost	\$
* Substitute one-time dose of Tdap for Td booster; then boost with Td every 10 years.	
Tdap - Tetanus, diphtheria and pertussis	pertussis
Td - Tetanus. Diphtheria	
** Injection fee: covers clinic storage fees, supplies costs, nursing costs and wastage.	

*** We currently have 4 scheduled days for 4 hours that allows Firefighters and any family member the opportunity to receive the vaccination. We also go around to each station on each shift and offer the vaccination to keep our companies in district. We would like this to be administered by the selected vendor.

Education of the benefits is provided via email to each member

Tracking of the number of vaccines administered to assist in budgeting is also completed.

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Return with Bid Proposal

REFERENCES

Proposers must provide at least three (3) current professional references from different firms/organizations for which this type of service has been provided. References must be able to verify Service Provider's experience to comply with the requirements of this proposal. Failure to provide references with similar scope, successfully performed projects may be grounds for disqualification.

(Name)		(Address)	(Phone)
(Contact)		(City/State)	(Zip Code)

(Name)		(Address)	(Phone)
(Contact)		(City/State)	(Zip Code)

(Name)		(Address)	(Phone)
(Contact)		(City/State)	(Zip Code)

PROFESSIONAL SERVICES CONTRACT AGREEMENT

PURCHASING CONTRACT NUMBER RFP 16-052

Project: **Physical Health Management Services**

Consultant: **(Insert Consultant's Name)**

Owner: **Fire Department**, City of Boise, Ada County, Idaho, a municipal corporation

THIS AGREEMENT, made this ____ day of _____, 2____, by and between the City of Boise, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "Owner", and Consultant, hereinafter referred to as "Consultant", a corporation organized under the laws of the State of Idaho.

1. Scope of Services: Consultant shall perform all services, and comply in all respects, as described herein for the consideration stipulated, and in compliance with State and City Codes. Contract documents consist of the following together with any amendments that may be agreed to in writing by both parties:

Bid Proposal	Liability Insurance
Contract Agreement	Automobile Insurance
Specifications	Workers' Compensation
Acknowledgement	Professional Liability Insurance (Errors & Omission)

2. Time of Performance: All work and products described in the Scope of Services shall be completed within **(Insert # of Days)** days from the date hereof. The term may be modified by mutual written agreement of the parties.

3. Indemnification and Insurance: Consultant shall indemnify and save and hold harmless City from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Consultant, it's servants, agents employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of City or its employees. In addition, Consultant shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance, in which the City shall be named an additional insured in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless City; and if City becomes liable for an amount in excess of the insurance limits, herein provided, Consultant covenants and agrees to indemnify and save and hold harmless City from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. Consultant shall provide City with a Certificate of Insurance, or other proof of insurance evidencing Consultant's compliance with the requirements of this paragraph and file such proof of insurance with the City. In the event the insurance minimums are changed, Consultant shall immediately submit proof of compliance with the changed limits.

Consultant shall maintain automobile insurance with a limit of no less than \$500,000 per occurrence for owned, non-owned and hired vehicles. If Consultant has no owned motor vehicles, then hired and non-owned motor vehicle liability coverage with limits not less than \$500,000 per accident for bodily injury and property damage is required. Where applicable, the City of Boise shall be named as an additional insured.

Additionally, the Consultant shall have and maintain during the life of this contract, statutory Workers Compensation, regardless of the number of employees, or lack thereof, to be engaged in work on the project under this agreement (including himself) in the statutory limits as required by law. In case any such work is sublet, the Consultant shall require the subConsultant to provide Workers Compensation Insurance for himself and any/all the latter's employees. It is mutually agreed and understood by the parties that the Consultant and the Consultant's employees, agents, servants, guests and business invitees, are acting as independent Consultants and are in no way employees of the City.

4. Errors and Omission: Consultant will maintain Professional Liability Insurance with a minimum limit as specified in the Idaho Tort Claims Act as set forth in Title 6, Chapter 9 of Idaho Code (\$500,000).

Proof of all insurance shall be submitted to City of Boise, Department Name, P.O. Box 500, Boise, ID. 83701.

5. Independent Consultant: In all matters pertaining to this agreement, Consultant shall be acting as an independent Consultant, and neither Consultant, nor any officer, employee or agent of Consultant will be deemed an employee of City. The selection and designation of the personnel of the City in the performance of this agreement shall be made by the City.

6. Compensation: For performing the services specified in Section 1 herein, the City agrees to pay THE SUM OF **(Insert Contract Amount, Number and Written Form)**, including reimbursable direct expenses. Change Orders may be issued, subject to Purchasing/Council approval.

7. Method of Payment: Consultant will invoice the Department Name, directly for all current amounts earned under this Agreement. Owner will pay all invoices within forty five days after receipt.

8. Notices: Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

**City of Boise
Boise Fire Department
333 N. Mark Stall Place
Boise, Idaho 83704**

**(Insert Contractor's Name)
(Insert Contractor's Address)
(City), (State) (Zip Code)**

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

9. Attorney Fees: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

10. Time is of the Essence: The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.

11. Force Majeure: Any delays in or failure of performance by Consultant shall not constitute a breach or default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Consultant, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Consultant. In the event that any event of force majeure as herein defined occurs, Consultant shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

12. Assignment: It is expressly agreed and understood by the parties hereto, that Consultant shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of City.

13. Discrimination Prohibited: In performing the Services required herein, the Contractor, sub-recipient, or subcontractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age or disability. It is the Contractor's responsibility to ensure that the sub-contractor is in compliance with this section.

14. Reports and Information: At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this Agreement.

15. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of Consultant's records with respect to all matters covered by this Agreement. Consultant shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

16. Publication, Reproduction and Use of Material: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

17. Compliance with Laws: In performing the scope of services required hereunder, Consultant shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

18. Changes: The City may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation, which are mutually agreed upon by and between the City and Consultant, shall be incorporated in written amendments to this Agreement.

19. Termination for Cause: If, through any cause, Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to Consultant of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by Consultant under this Agreement shall,

at the option of the City, become its property, and Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily complete hereunder.

Notwithstanding the above, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Consultant, and the City may withhold any payments to Consultant for the purposes of set-off until such time as the exact amount of damages due the City from Consultant is determined. This provision shall survive the termination of this agreement and shall not relieve Consultant of its liability to the City for damages.

20. Termination for Convenience of City: The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to the Consultant. If the Agreement is terminated by the City as provided herein, Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Consultant covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of Consultant, Section 19 hereof relative to termination shall apply.

21. Consultant to Pay or Secure Taxes: The Consultant in consideration of securing the business agrees: 1) To pay promptly when all taxes due (other than on real property), excises and license fees due the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing in accordance with conditions of this Agreement, whether or not the same shall be payable at the end of such term; 2) That if said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon the Consultant's property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and that; 3) That, in the event of default in the payment or securing of such taxes, excises, and license fees, that Boise City may withhold from any payment due the Consultant hereunder the estimated amount of such accrued taxes, excises and license fees for the benefit of all taxing units to which said Consultant is liable.

22. Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

23. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

24. Non-Appropriation: Should funding become not available, due to lack of appropriation, the City may terminate this agreement upon 30 (thirty) days notice.

25. Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Boise.

26. Renewal: This agreement shall not be valid for more than **(Insert Date)** from the date of approval by the City. This agreement is renewable upon mutual agreement by both parties. **Four (4)** renewals shall be allowed.

27. Approval Required: This Agreement shall not become effective or binding until approved by the City of Boise.

END OF AGREEMENT

IN WITNESS WHEREOF, the City and the contractor/vendor have executed this Agreement as of the date first above written.

(Insert Contractor's Name)
(Insert Contractor's Address)
(City), (State) (Zip Code)

Signature

Date

Print Name

ACKNOWLEDGEMENT

State of _____)
) ss
County of _____)

On this _____ day of _____ 20____, before me personally appeared _____ known to me and known by me to be the person who executed the above instrument, who, being by me first duly sworn, did depose and say that he/she is _____ and that he/she executed the foregoing instrument on behalf of said firm for the use and purposes stated therein.

Witness my hand and official seal

(notary signature)

(SEAL)

PURCHASING CONTRACT NUMBER RFP 16-052

APPROVED AS TO FORM AND CONTENT:

Department Date

Purchasing Agent Date

Legal Department Date

Risk Management Date

CITY OF BOISE

APPROVED BY:

David H. Bieter, Mayor Date

ATTEST:

**CONTRACT AMOUNT:
\$(Insert Dollar Amount)**

City Clerk Date