



DEPARTMENT OF FINANCE
PURCHASING & RISK MANAGEMENT

**REQUEST FOR PROPOSALS
FOR
THE CITY OF STAUNTON, VIRGINIA**

APRIL 6, 2018

GENERAL INFORMATION

PROPOSAL

The City of Staunton is seeking proposals from qualified medical firms to provide pre-employment and annual physical examinations for Firefighters, Police Officers, and other selected City staff. Offerors shall document prior experience in conducting complete physicals. The successful firm shall have expertise in occupational health services.

All proposals must be delivered to:

Mail To:
City of Staunton
Cameron S McCormick
Assistant Director of Finance
P.O. Box 58
Staunton, VA 24402-0058

Overnight To:
City of Staunton
Cameron S McCormick
Assistant Director of Finance
116 W Beverley St., 3rd Floor
Staunton, VA 24401

Phone: (540) 332-3948

ALL PROPOSALS MUST BE SUBMITTED BY 4:00 P.M. MAY 4, 2018.

The City of Staunton is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the Supervisor of Purchasing by the designated date and hour.

All offerors shall abide by all applicable State and Federal laws.

The City does not discriminate against small and minority businesses or faith-based organizations.

INQUIRIES CONCERNING RFP

Requests for "Specifications for Request for Proposal," and any questions or comments concerning this Request for Proposal should be directed to:

Cynthia Q. Burnett, Assistant Director of Human Resources
City of Staunton
P.O. Box 58
Staunton, VA 24402-0058
cburnett@staunton.k12.va.us
(540) 332- 3920 – Fax (540) 851-4020

**SPECIFICATIONS FOR REQUEST FOR PROPOSAL
FOR
THE CITY OF STAUNTON, VIRGINIA
PHYSICALS**

I. SCOPE OF PROJECT

The City of Staunton is committed to ensuring the physical fitness of its staff, encouraging the fitness, health, and well-being of employees and promoting safety of employees, co-workers, and the public. The Police Department, Fire Department, Public Works Department, and other designated positions accept only physically fit and medically approved applicants to perform their positions' duties. The City, therefore, is interested in awarding contract(s) to qualified medical firms to provide physical examinations and other occupational health services, consultation and testing for pre-employment, fitness-for-duty, return-to-work, annual testing, as well as other, as-needed medical tests, examinations and services.

II. QUALIFICATIONS

All firms shall be capable of providing the following equipment and in-house services:

1. Offer documentation confirming an extensive experience in providing occupational health services and medical examinations for similar groups.
2. Provide documentation of at least three (3) prior programs for which offeror has provided medical evaluations.
3. Provide both the equipment and in-house expertise for conducting medical examinations and providing individual feedback.
4. Provide documentation on the qualifications of the staff proposed to conduct examinations and feedback, including certifications.
5. Specify time requirements for conducting medical evaluations and providing individual feedback for pre-employment physicals and as-needed medical tests and evaluations. As pre-employment physicals are required prior to a candidate beginning employment, and maintaining adequate staffing levels impacts the ability of the City to satisfy its mission, all pre-employment physicals shall be scheduled within two (2) business days of request and applicants are to be seen within thirty (30) minutes of scheduled appointment time. The City will be notified by the successful contractor within twenty-four (24) hours of receipt of all tests whether the applicant is able to perform the essential functions of the position with or without restriction. Final written summary will be provided to the City within seven (7) calendar days of completion of physical.

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6. Provide samples of all forms/questionnaires to be used in conducting evaluations and examinations.
 7. Offer the following billing:
 - a) Bill to the City's health insurance carrier, currently AETNA when the employee is covered by the City's insurance program for as-needed and annual medical tests;
 - b) Bill directly to the City for pre-employment physicals; and
 - c) Bill to an employee's health insurance carrier when employee is not on the City's plan for as-needed and annual medical tests

III. GENERAL REQUIREMENTS

Proposals should be as thorough and detailed as possible so that the City may properly evaluate the capabilities of respective firms to provide the required services. Offerors are required to submit the following items for a complete proposal:

1. A statement of the offeror's understanding of the work to be performed.
2. Information as to the offeror's background and experience relative to this project.
3. Listing of previous clients that may be contacted as reference. The contractor must have a minimum experience of three (3) projects of similar size and complexity that have been completed within the last two (2) years. Include customer name and contact information with telephone number. Preferably, contractor will have worked on projects within the same metropolitan area as the City of Staunton's facility.
4. Information as to the size and organizational structure of the offeror's firm.
5. Evidence of past performance relative to ability to complete medical evaluations and feedback on schedule and within estimated cost.
6. Agreement to carry Professional Liability Insurance in an amount not less than \$500,000/\$500,000, and offer a minimum of \$1,000,000 excess liability insurance umbrella form, or such other insurance as is satisfactory and may be approved by the City. All insurance coverages shall be written by companies licensed to do business in Virginia, shall be administered by a Virginia registered agent, and shall ensure prior written notification to the City prior to cancellation of the policy.
7. The successful Contractor shall indemnify, defend and hold harmless the City, its members of Council, officers, directors, agents and employees, against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorney fees) arising out of, or resulting from any and all injuries to persons or damage to property arising out of services performed hereunder or by reason of the intentional or negligence acts or omissions of the Contractor, its employees, agents or sub-consultants, including any independent contractors. These provisions shall survive the completion, termination or expiration of any Agreement.

8. The contractor agrees to accept the City insurance carrier's contracted rate as payment in full for annual and as-needed physicals of employees covered by the City's insurance carrier.
9. The contractor agrees to accept any employee's insurance carrier's contracted rate as payment in full, i.e., there will be no balance billing, for annual and as-needed physicals when the employee is not covered by the City's insurance carrier.

IV. SPECIFIC REQUIREMENTS

1. Staunton Fire and Rescue Department -- Pre-Employment and Annual Physicals

Note: Pre-employment physicals will be conducted on all Firefighters being conditionally offered employment with the department. Pre-employment physicals are billed to the City. Annual physicals will be completed on all full-time department personnel and billed through the City's health insurance carrier for those employees on the plan. Annual physicals for full-time department personnel not on the City's health insurance carrier will be billed to their own insurance carrier. Contractor agrees to accept insurance carrier's contracted rate as payment in full.

The annual physical for Fire Department employees shall include a medical history (including exposure history), physical examination by a licensed physician, blood tests, urinalysis, vision tests, audiograms, spirometry, chest x-ray, electrocardiogram, cancer screening, and immunizations and infectious disease screening as indicated below. The medical history questionnaire shall be completed by the employee to provide baseline information with which to compare future medical concerns.

Physical Examination – shall include each of the following components:

- Vital signs
- Head, eyes, ears, nose, and throat (HEENT)
- Neck
- Cardiovascular
- Pulmonary
- Breast
- Gastrointestinal (includes rectal exam for mass, occult blood)
- Genitourinary (includes pap smear, testicular exam, rectal exam for prostate mass)
- Hernia
- Lymph nodes
- Neurological
- Musculoskeletal
- Skin (includes screening for cancers)
- Vision

Blood Tests – shall include the following:

CBC with differential, RBC indices and morphology, and platelet count
Electrolytes (Na, K, Cl, HCO₃, or CO₂)
Renal function (BUN, creatinine)
Glucose
Liver function tests (ALT, AST, direct and indirect bilirubin, alkaline phosphatase)
Total cholesterol, HDL, LDL, clinically useful lipid ratios (e.g., percent LDL), and triglycerides
Prostate specific antigen (PSA) for all male members

Urine Laboratory Tests - shall include the following:

Dipstick analysis for glucose, ketones, leukocyte esterase, protein, blood, and bilirubin
Microscopic analysis for RBC, WBC, casts, and crystals if indicated by results of dipstick analysis
Analysis for occupational chemical exposure if indicated

Drug screen (pre-employment only)

Audiology – Hearing thresholds shall be assessed in each ear at each of the following frequencies:

500 Hz
1000 Hz
2000 Hz
3000 Hz
4000 Hz
6000 Hz
8000 Hz

Additional tests and screenings:

Pulmonary function testing (spirometry) shall be conducted to measure the member's forced vital capacity (FVC), forced expiratory volume in 1 second (FEV₁), and the FEV₁/FVC ratio

Initial baseline chest x-rays and interpretation by qualified radiologist and every three years thereafter

Resting EKG

Tuberculosis screen (PPD)

Hepatitis C virus screen

Baseline testing for heavy metals and every three years thereafter

Baseline stress test and every three years thereafter

2. Police Department – Pre-Employment and Annual Physicals

- a. A hazardous exposure physical examination to include hands-on head to toe physical examination by a licensed physician, evaluation of respiratory system, ENT, neuro/musculoskeletal/ genitourinary track and lymphatic systems.
- b. Examine all vital signs including height, weight, blood pressure, pulse and respirations.
- c. Review and discuss medical history questionnaire.
- d. Past medical history screening which reviews past occupational exposures, personal and family history.
- e. Blood profile to include:
 - 1) CBC with differential, RBC indices and morphology, and platelet count
 - 2) Electrolytes (Na, K, Cl, HCO₃, or CO₂)
 - 3) Renal function (BUN, creatinine)
 - 4) Glucose
 - 5) Liver function tests (ALT, AST, direct and indirect bilirubin, alkaline phosphatase)
 - 6) Total cholesterol, HDL, LDL, clinically useful lipid ratios (e.g., percent LDL), and triglycerides
 - 7) Prostate specific antigen (PSA) after age 40 for all other male members
- f. Urine drug screen (pre-employment only)
- g. EKG
- h. Audiometry testing with interpretation
- i. OSHA Respirator Questionnaire/Clearance
- j. Hepatitis B Titer test (pre-employment only)
- k. Drug Screen (Non-DOT, Pre-employment only)
- l. Alcohol Screen (Pre-employment only)
- m. Chest x-ray and interpretation by qualified radiologist
- n. Pulmonary function testing (spirometry) shall be conducted to measure the member's forced vital capacity (FVC), forced expiratory volume in 1 second (FEV₁), and the FEV₁/FVC ratio

3. Public Works and Parks Maintenance – Pre-Employment Physicals

- a. A hazardous exposure physical examination to include: hands-on head to toe physical examination by a licensed physician, evaluation of respiratory system, ENT, neuro/musculoskeletal/ genitourinary track and lymphatic systems. Examine all vital signs including height, weight, blood pressure, pulse and respirations. The provider shall review and discuss medical history questionnaire.
- b. Past medical history screening which reviews past occupational exposures, personal and family history.
- c. Blood profile to include:
 1. CBC with differential, RBC indices and morphology, and platelet count
 2. Electrolytes (Na, K, Cl, HCO₃, or CO₂)
 3. Renal function (BUN, creatinine)
 4. Glucose
 5. Liver function tests (ALT, AST, direct and indirect bilirubin, alkaline phosphatase)
 6. Total cholesterol, HDL, LDL, clinically useful lipid ratios (e.g., percent LDL), and triglycerides
 7. Prostate specific antigen (PSA) where age-appropriate for all other male members (?)
- d. Hepatitis – B Titer Test
- e. Urine Drug Screen (DOT drug screen for DOT-covered positions)

Additional Pre-employment physical for designated personnel
OSHA Respirator Questionnaire/Clearance
- f. SCBA Lung Capacity Test

4. As-Needed Tests

In addition to the pre-employment and annual physicals listed above, the successful medical firm shall provide the following, as-needed medical tests **as requested by the City of Staunton**. Where employee is enrolled in the City's health insurance program (currently AETNA), these tests shall be billed directly to the insurance carrier. All other costs shall be billed to the City directly.

- A. Audiometric testing with interpretation (Standard Hearing Test) - Hearing thresholds shall be assessed annually in each ear at each of the following frequencies:

500 Hz; 1000 Hz; 2000 Hz; 3000 Hz; 4000 Hz; 6000 Hz; and 8000 Hz

The physician or other qualified medical evaluator shall compare audiogram results obtained during yearly evaluations with baseline and subsequent test results. Standard threshold shifts shall be corrected for age as permitted by OSHA

- B. Pulmonary function testing (spirometry) shall be conducted annually to measure the member's forced vital capacity (FVC), forced expiratory volume in 1 second (FEV₁), and the FEV₁/FVC ratio. The physician or other qualified medical evaluator shall compare spirometry results obtained during yearly evaluations with baseline and subsequent test results. Results shall be corrected according to American Thoracic Society (ATS) guidelines and normative equations found in Knudson et al. (1983) and the American College of Occupational and Environmental Medicine (2000).

V. REPORTS

All pre-employment physicals shall be scheduled within two (2) business days of request and applicants are to be seen within thirty (30) minutes of scheduled appointment time. The City will be notified by the successful contractor within twenty-four (24) hours of receipt of all tests whether the applicant is able to perform the essential functions of the position without or without restriction. Final written summary will be provided to Human Resources within seven (7) calendar days of completion of physical.

VI. BILLING

The successful contractor will bill as follows:

- 1) All pre-employment physicals shall be billed directly to the City of Staunton's Human Resources Department.
- 2) Where employee is enrolled in the City's health insurance program, annual and as-needed medical tests shall be billed directly to the insurance carrier.
- 3) Where employee is not enrolled in the City's health insurance program, annual and as-needed medical tests will be billed directly to the employee's insurance carrier.

VII. REVIEW AND AWARD

To be considered for selection, offerors must submit a complete response to this Request for Proposal. Failure to submit all information requested may result in the rejection of the incomplete proposal. City staff will review proposals. The most qualified firms will be invited for further interviews by the City.

An authorized representative of the offeror shall sign proposals. Four (4) copies of the proposal must be submitted to the City of Staunton. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

The following criteria will be used in evaluating the responses to this RFP:

- a) Responsiveness to the provisions of this Request for Proposal;
- b) Prior successful experience in performing similar work;
- c) Ability to quickly schedule and report on pre-employment physicals;
- d) Qualifications and experience of individuals who will perform and supervise the work;
- e) References from other parties that have contracted with the offeror for similar services; and
- f) Medical testing offered, scheduling, and method of interpreting results to the employees.

The City will consider proposals from offerors who cannot provide some testing on-site provided suitable alternative sources are available and efficient.

VIII. TERMS OF THE CONTRACT

The contractor will be compensated for services in accordance with the payment schedule agreed to by the contractor and the city.

All prices quoted in the contractor's response or negotiated with the contractor subsequently must remain firm through June 30, 2019. The City reserves the right to negotiate contract terms with the successful offeror for items/services other than those specifically stated in this RFP in the best interest of the City and agreed to by the contractor. Additional work of reasonable scale shall be priced consistent with proposal to allow for additions and future needs.

The contract shall be in effect from date of award, anticipate by July 1, 2018, through June 30, 2019 with renewal options for four (4) additional one-year periods, by mutual agreement between the City and the successful contractor. Requested price increases for any renewal period must be received no later than October 31st of each subsequent year for budgeting purposes.

PROCUREMENT GUIDELINES

I. COMPETITIVE NEGOTIATION

The procurement method is competitive negotiation as defined in Section 2.2-4301 of the Code of Virginia (1950) as amended. This Request for Proposal indicates, in general terms, the nature of the program and services being sought. Each offeror is to submit the proposal(s) that best suits the needs of the City.

The specific requirements for the contents of proposals are contained in the RFP. Offerors are encouraged to provide additional information not specifically identified as a requirement if that additional information enables the proposal to better suit the needs of the City.

In order to procure the program that best suits the needs of the City, the competitive negotiation process and evaluation criteria consider factors in addition to cost.

II. AWARDING THE CONTRACT

The award of a contract shall be determined in the sole discretion of the City based upon evaluation of all information as the City may request. The City reserves the right to waive any informality in proposals submitted in response to this RFP when such waiver is in the best interest of the City.

The evaluation process shall be based upon the criteria identified in section VII of this Request for Proposals. The City shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. The Request for Proposal shall not, however, request that offerors furnish estimates of man-hours or cost for services. At the discussion stage, the City may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of discussion, outlined herein, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the City shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the City determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

The City of Staunton shall endeavor to award the contract within sixty (60) days from receipt of proposals. Notice of award will be posted on the City Web Site at <http://www.staunton.va.us/solicitation-results>.

III. PUBLIC INSPECTION OF PROCUREMENT RECORDS

Proposals submitted shall be subject to public inspection only in accordance with Section 2.2-4342 of the Code of Virginia, which reads, in essence, as follows

2.2-4342 Public inspection of certain records:

Except as provided in this section, all proceedings, records, contracts, and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.

Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, except in the event that the City decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.

Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

IV. ETHICS IN PUBLIC CONTRACTING

By submitting their proposal, all offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or sub-contractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

V. ANTI-DISCRIMINATION

By submitting their proposal, offerors certify to the City of Staunton that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, the Virginia Fair Employment Act of 1975, as amended, where applicable and Section 2.2-4311 of the Virginia Public Procurement Act.

1. During the performance of this contract, the offeror agrees as follows:
 - a. The offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the offeror. The offeror agrees to post in conspicuous places, available to employees and the applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The offeror, in all solicitations or advertisements for employees placed by or on behalf of the offeror will state that such offeror is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The offeror will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

VI. DRUG-FREE WORKPLACE

By submitting their proposal, offerors certify to the City of Staunton that they will conform to the provisions of Section 2.2-4312 of the Virginia Public Procurement Act. offerors agree to (i) provide a drug-free workplace for the offeror's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the offeror that the offeror maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

VII. IMMIGRATION REFORM

By submitting a proposal, offerors certify that, they will not, and shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

VIII. PROMPT PAYMENT ACT

Any contract awarded as a result of this Request for Proposal shall incorporate the terms and conditions of Article 4 of the Virginia Public Procurement Act with respect to Prompt Payment.

IX. REJECTION OF PROPOSALS

The City reserves the right, at any time prior to award of the contract, to reject any and all proposals, or any part thereof, to make no award, and/or to issue a new Request for Proposal, or make modifications, corrections of additions to the information contained herein.

Offerors are cautioned this is a Request for Proposal, NOT a request to contract.

X. COSTS FOR PROPOSAL PREPARATION

Any costs incurred by offerors in preparing or submitting proposals are the offeror's sole responsibility; the City will not reimburse any offeror for any costs incurred as a result of the preparation of this Request for Proposal.

XI. APPROPRIATIONS

The obligations of the City of Staunton are subject to and contingent upon annual appropriation by City Council of sufficient funds for the purposes of this contract. In the absence of such annual appropriation, either the City of Staunton or offeror may terminate the contract by giving not less than ten (10) days prior notice to the other, specifying this reason for the termination, and upon effective termination pursuant to this provision, any compensation due shall be equitably adjusted by mutual agreement.

XII. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: <http://www.scc.virginia.gov/>.

XIII. FORUM SELECTION

Any action, proceeding, or claim in any way related to this agreement or the relationship between the parties shall be filed and maintained solely in the General District Court or the Circuit Court of the City of Staunton, Virginia.