

April 13, 2018

REQUEST FOR PROPOSAL  
ANNUAL PHYSICIAN SERVICES AND DRUG SCREENING  
**RFP # FY18-21**

The City of Waycross is soliciting competitive sealed proposals from qualified providers to **Provide Medical Examinations, Drug Screening, and other Miscellaneous Job Related Medical Screenings for Employees and Applicants on an Annual Contract**, with three (3) properly executed Contractor Affidavits and four (4) options to renew for the Department of Human Resources.

Proposals should be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name to Purchasing Director, Linda Jones at 912-287-2956. Proposals will be received until **10:00 A.M. local time on Tuesday, May 8, 2018** at Waycross City Hall, Purchasing Department, 417 Pendleton Street, Waycross, GA 31501.

Questions regarding proposals should be directed to Linda Jones, Purchasing Director at [ljones@waycrossga.com](mailto:ljones@waycrossga.com) by **4:00 p.m., May 2, 2018**. Answers will be issued as an addenda and sent to all parties. Proposals are legal and binding upon the bidder when submitted. Four (4) sets (one (1) original, three (3) copies, and one (1) electronic .pdf version on CD or "thumb drive") of your proposal should be submitted. The proposal should not exceed fifteen (15) pages. Proposals must be signed in ink by a company official who has authorization to commit company resources.

City of Waycross is dedicated to promoting the local economy and contributing to the success of our businesses and citizens. We are interested in doing business with vendors that have a positive local impact and support this mission. As outlined in the Proposal Submission Instructions, vendors should submit a one-page informational narrative describing their firms' contributions to the local economy.

Successful provider will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department, and must have an A.M. Best rating of A-5 or higher.

City of Waycross does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of City of Waycross Government should be directed to Trinija Martin, Human Resources Director, 912-287-2914.

The written proposal documents supersede any verbal or written prior communications between the parties.

Selection criteria are outlined in the request for proposal documents. City of Waycross reserves the right to reject any or all proposals to waive technicalities and to make an award deemed in its best interest.

All companies submitting a proposal will be notified in writing of award.

We look forward to your proposal and appreciate your interest in City of Waycross.

*Trinija Martin*

Human Resources Director

## SPECIFICATIONS

### A. Scope

City of Waycross is seeking a firm to provide a comprehensive pre-employment medical examination as well as drug screening, breath alcohol testing, and drug and alcohol random screening.

This successful provider will be required to:

- Be authorized to collect urine specimens for DOT drug testing and meet the training requirements as outlined in the Revised December 2000, 49 CFR Part 40, FTA Drug and Alcohol Regulation §40.33.
- Retain personnel necessary to complete this agreement. Specifically, a HHS Certified drug-testing laboratory certified under the National Laboratory Certification Program (NLCP) for all testing.
- The City will randomly select appropriate employees using a scientific, computer based method to generate a random list to send to the provider. This selection process will provide each employee an equal chance of being tested each time selections are made.

### B. Background

City of Waycross current employee population is approximately 219. There are approximately 132 employees that fall under the Federal Transit Authority (FTA) regulations for drug and alcohol testing requirements. We have also identified approximately 20 employees that occupy other safety sensitive positions and are required to submit to random breathe alcohol testing and urine drug screening quarterly, per City of Waycross Drug and Alcohol Free Workplace Policy.

The work hours for employees vary from a standard work day and week to assignments that require crews to be out in the "field", and at facilities that operate 24 hours a day and 7 days a week, necessitating shifts of varying lengths.

### C. Description of Services Required

A copy of all job descriptions/class specifications will be given to the successful Provider.

1. Pre-Employment Examinations – The specific procedures are listed in the Proposal Pricing Schedule. Examinations must be complete by a medical doctor.
  - a) Police Officer – Estimated 10 per year
  - b) Fire Fighter – Estimated 5 per year
  - c) All other positions – Estimated 7 per year
2. Drug and Alcohol Tests – The Service Provider must comply with and demonstrate a thorough and complete knowledge of 49 CFR Parts 655 and 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs, U.S. Department of Transportation Lab Procedures, and any future Federal requirements for alcohol and drug testing.
  - a) Random (CDL/Safety sensitive positions) – Estimated 50 per quarter
  - b) Return to duty – Estimated 20 per year.
  - c) Post-accident (only when requested) – Estimated 10 per year.
  - d) Reasonable Suspicion – Estimated 5 per year.
  - e) Pre-Employment drug screening for safety sensitive positions – Estimated 15 per year. (regulated)
  - f) Pre-Employment drug screening for non-safety sensitive positions– Estimated 7 per year.

**D. Consultative/Medical Review**

1. The Service Provider must be available to consult with and advise City of Waycross Human Resources Director or designee by telephone or in person as needed. Direct communication with the physician(s) is required on an as needed basis.
2. The Physician(s) assigned to perform the medical services of this contract will have thorough knowledge of laws governing occupational medicine, have an understanding of the physical and mental requirements to perform City of Waycross relevant jobs and be prepared to discuss and make recommendations to the Human Resources Director or designee on employees fitness for work and reasonable issues as requested.
3. Physician(s) will immediately notify designated Human Resources staff when an employee is not cleared to perform the work being considered, and has been referred to his or her personal physician for evaluation and/or treatment. Additionally, immediate notification is required when the medical status has been upgraded, allowing the employee to return to work. The Human Resources Director shall be immediately notified of any positive drug screens.

**E. Scope of Services**

The scope of services requested shall include the following:

1. General Services

- a) Provider must be capable of providing pre-employment medical examinations for all job candidates who accept a conditional offer of employment for any position requiring physical activity. Each position will have a job specific protocol to identify specific diagnostic tests to be included in the medical/physical examination for all applicants for a specific job. As requested, medical examinations may be required for other purposes.
- b) The protocol for each medical examination must meet established criteria, or the Provider must establish new criteria to ensure job applicant can perform the essential functions of the specified job. All protocols must meet the approval of City of Waycross Human Resources Director. The provider will be required to keep on file established protocols for each type of position and follow these protocols in conducting examinations of applicants or employees referred for such positions. Questions arising from an individual's ability to perform the essential functions of a job should be directed to the City of Waycross Human Resources Director for discussion prior to reaching a decision. This discussion is limited to the concerns relating to the performance of a specific job function(s). City of Waycross has the responsibility of preventing individuals from working who are not physically qualified or who are not capable of performing in a safe efficient manner. Although it will be City of Waycross decision, not the physician's, to hire or retain an employee, we desire and expect a competent opinion from the examiner.
- c) The Provider will adhere to all rules and regulations of the FTA Drug and Alcohol Regulations and applicable County policies (i.e. City of Waycross Drug and Alcohol Free Workplace Policy).
- d) The Provider will conduct drug screening by urinalysis on all safety sensitive employees, as well as employees covered by the FTA Drug and Alcohol Regulations. A ten panel test will be conducted as specified in the specific protocol. Upon request, City of Waycross may request testing for other drugs.
- e) A laboratory certified by the U. S. Department of Health and Human Services (HHS) under the National Laboratory Certification Program (NLCP) must perform analysis of the specimen. If a screening test is positive for a controlled substance, a confirmation test must be performed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff levels specified by the U. S. Department of Transportation, Federal Transit Administration (FTA). All tests and laboratory procedures, including the chain of custody (CCF) procedures, must follow those established by

HHS. For all drug screening, the CCF must be guaranteed by the Provider. The Service Provider must be willing to defend any legal challenges brought against City of Waycross regarding results of test performed. Provider must ensure a method of re-testing should an applicant or employee challenge the results of a drug screen. **Specifically, a split specimen is required for all urine drug screens.**

- f) The Provider is responsible for obtaining a qualified Medical Review Officer (MRO) who is a licensed physician. The MRO must be knowledgeable in the following areas:
  - i. Knowledgeable about and have clinical experience in controlled substances abuse disorders, including detailed knowledge of alternative medical explanations for laboratory confirmed drug test results.
  - ii. Knowledgeable issues relating to adulterated and substituted specimens as well as the possible medical causes of specimens having an invalid result.
  - iii. Knowledgeable about §40.121 of the Federal Register/Vol. 65 No. 244, the DOT MRO Guidelines, and the DOT agency regulations applicable to City of Waycross. They must also keep current on any changes to these materials.
- g) City of Waycross will provide the provider with a selection of names for random testing on a quarterly basis. The specific information City of Waycross will provide to the Provider will be employee name and position designation of CDL/Public Safety or Other Safety Sensitive.

#### **F. Reporting Requirements**

The reporting requirements are as follows:

For all drug screening in which the initial screen identifies positive presence of the specified substance, a qualified Medical Review Officer (MRO) shall question the specimen donor. **It will not be acceptable to have a member of the nursing staff or physician's assistant act in lieu of the MRO.**

The Provider shall prepare and maintain all required records to ensure the chain of custody in conducting drug screening. This includes the proper notification and recording of individuals to be tested, referring department, and all consent forms permitting the taking and analysis of a specimen. The Provider must ensure that they have available a secure holding area for any individual unable to provide a specimen until such individual becomes able to provide the required specimen after consumption of allowable amount of fluid as specified by FTA.

Reporting of results from drug screening must be securely transmitted via secure fax to the appropriate designee within the Department of Human Resources. Any positive results are to be reported by immediate telephone call to the Human Resources Director and followed with a securely transmitted e-mail.

#### **G. Compensation, Monthly and Payment Schedule**

City of Waycross shall pay the Service Provider for services actually requested by the City of and performed satisfactorily by the Service Provider at the applicable rates on the Proposal Pricing Schedule attached hereto and by the reference made a part hereof. Each invoice shall show the itemized details, to include patients name, service provided and cost, and shall be sent to a secure fax of the designated Human Resources Representative.

The Service Provider may bill such services and/or deliverables in accordance with the schedule below. The maximum compensation to the Service Provider for the services performed under this Contract would be set forth in the Letter of Agreement. The Service Provider must present all invoices for previous year no later than July 1st to ensure payment under current year Contract. The Service Provider shall not be

entitled to compensation in excess of such maximum amount unless City of Waycross has so authorized, in writing, the work or services for which it is claimed.

No later than the fifteenth of each calendar month, the Service Provider shall invoice City of Waycross for the preceding month, providing the following information on the face of the invoice: the title and number of the Contract; a detailed statement of the type of services rendered; the name of the employee; job title; date of service; specific services performed; and list of charges for the type of services performed by any person, pharmacy, hospital laboratory or entity, if any, other than the Service Provider. Once the invoice has been verified with no billing discrepancies, standard payment terms for services rendered are net 30 days.

Invoices shall be provided in the format established by City of Waycross containing the following categories:

1. Pre-Employment Physical Examinations
2. Pre-Employment Drug Test
3. Alcohol/Drug Test – Random, Post Accident, and Reasonable Suspicion
4. Drug Test – Return to Duty
5. TB Skin Test

#### **H. Changes**

City of Waycross shall have the right to direct changes in the services to be performed under the Contract, or in the manner in which or the time or times at which they are to be performed, provided that no such change shall materially alter the general scope thereof.

#### **I. Documentation/Record Keeping/Automated Transfer of Information**

1. The Service Provider will document all examinations, tests and findings, including but not limited to using and completing appropriate City of Waycross forms, affidavits (required for specific public safety positions, i.e. Police and Fire) and medical evaluation certificates, furnishing progress notes and correspondence as necessary. Documentation and record keeping will be in accordance with City of Waycross policy and State and Federal Requirements to include Public Safety accreditation agencies.
2. The Service Provider will require City of Waycross employees reporting for drug and alcohol tests to present picture I.D. to confirm identity.
3. The Service Provider will document on the Medical Referral form, the date and time employees arrive and depart.
4. Results of drug/alcohol and physical examinations will be reported to City of Waycross Human Resources Representative via secure fax. All results must be reported as pass/fail.

The Service Provider will inform patients of any results/findings requiring further medical evaluation.

The Service Provider will provide City of Waycross Department of Human Resources with results of all pre-employment physical examination and drug test information including completed examination forms, laboratory reports, signed employee consent forms, and physical results classification.

5. The Service Provider will have the ability to electronically transfer data files in the format required by City of Waycross listing employees selected for testing. Information must include, but will not be limited to employee name and type of test.

#### **J. Service Requirements**

1. The Service Provider must be available for appointments/walk-in's, on a daily basis.
2. The Service Provider will provide alcohol, drug, and physical examinations, as required by City of Waycross.

3. Results of negative drug/alcohol tests will be reported as follows:
  - (a) Non-safety sensitive test results will be provided immediately via secured fax to City of Waycross Human Resources designee.
  - (b) Safety sensitive test results will be provided within two working days after confirmation by outside lab to City of Waycross Human Resources designee.
4. Results of positive/non-negative alcohol tests will be reported as follows:
  - (b) Results will be provided after second (confirmation) test via secured fax to City of Waycross Human Resources Director.
5. Results of positive/non-negative drug tests will be reported as follows:
  - (a) Results will be provided within two working days after confirmation by outside lab to the Human Resources Director.

If a MRO is unable to contact a City of Waycross employee/patient to discuss a positive test result within 24-hours, provider will contact City of Waycross Human Resources Director.

6. Services may be requested on behalf of City of Waycross by those City of Waycross employees designated by the Human Resources Director or designee as listed in Section 'K' (City of Waycross Employee's Authorized to Request Service). This list is subject to change.
7. The Service Provider will have adequate facilities, equipment, personnel, and resources to provide the complete scope of occupational medical services required.
8. Physician(s) assigned to City of Waycross contract are required to have recent occupational medicine experience and a comprehensive knowledge of Federal Transit Regulations, the Americans with Disabilities Act, the terms of this contract, the physical requirements to perform the City of Waycross jobs relevant to this contract, and related City of Waycross policies and procedures.
9. City of Waycross reserves the option to review the credentials, interview the physician(s) and key medical personnel prior to their assignment to City of Waycross Contract. City of Waycross reserves the right of approval of physician(s) or key personnel assigned to this contract. City of Waycross also reserves the right to approve drug and alcohol testing laboratories and random selection provider.
10. The Service Provider will provide City of Waycross with a chart detailing its Organizational Structure and a written policy on routes of communication between Contractor and City of Waycross.
11. The Service Provider must provide a back-up licensed medical doctor and certified MRO that is familiar with all aspects of the Provision of Medical Exams, Drug Screening and Random Drug Testing on an Annual Contract. The Service Provider must receive prior approval of City of Waycross Human Resources Director.

**K. City of Waycross Employees Authorized To Request Service**

The employees in the following positions shall be authorized to request the specified services for the City. All results will be sent to the authorized City of Waycross Human Resources staff member.

<b>Employee Job Title</b>	<b>Service</b>
Human Resources Director	Full scope of services.
Benefit Programs Specialist,	Full scope of services. May authorize special exams with

Personnel Analyst & Risk Mgmt Specialist; HR Generalist

prior approval of the Human Resources Director. Return to work drug tests, Post accident (if requested), and Reasonable Suspicion alcohol and drug tests. Pre-employment physicals and pre-employment drug test results. Tuberculosis Immunization.

#### **L. Pre-Employment Physical**

Examinations and tests are given to ensure City of Waycross employees are fit and able to safely perform the essential functions of their jobs. The extent of the examination and procedures included in the examination depend on the requirements of the job.

The components for each level of examination are listed on the following pages. "Pre-Employment physical" is understood to include the following:

1. Medical history – including pulmonary function, cardiac and musculoskeletal. (police officers and firefighters only)
2. Physical findings - including weight, height, blood pressure, pulse, and other vital signs.
3. Vision tests - to include Titmus vision test-extended to include depth perception and color blindness as needed. ( extended tests for police officers and firefighters only)
4. Hearing tests - Audiogram-whisper test as needed. (police officers and firefighters only)
5. Clinical Evaluation: including the head, neck thyroid, eyes, ears, nose, throat, chest, heart, lungs, breast, abdomen, inguinal hernia, genitalia, rectum, back, spine, bones, joints, extremities, skin, neurologic/emotional status, and other parts of the body as deemed necessary. Specifically, chemical blood profile, TB skin test, and checks for hepatitis A, B and C infection. (police officers and fire fighters only)
6. Spirometry: (firefighters only)
7. Chest X-ray - if positive TB Tine.
8. Urinalysis - micro, or dip stick test.
9. Lifting assessment - appropriate to simulate job responsibility, etc. lift to knees, waist, chest or overhead.
10. Drug Testing - according to pre-determined protocol and/or service request form.
11. Special Requirements: Procedures based on physical requirements of jobs, or required based on risk factors:
  - (a) PA Chest X-ray (deemed necessary by 3 positive risk factors\* identified during physical examination)
  - (b) EKG (deemed necessary by 3 risk factors\* identified during physical examination)
  - (c) Comprehensive Back Evaluation (deemed necessary by risk factors identified during physical examination)
  - (d) SMAC (for diabetics, or deemed necessary by risk factors identified during physical examination or medical briefing)
  - (e) Miscellaneous (Lifting Assessment for labor intensive positions)

## M. Description of Experience

The proposer shall provide a brief description of their background and experience in the area of occupational health.

### 1. Term of Contract:

(a) Contract to begin upon final execution of the contract documents with the firm pricing for the duration of the initial 12-month contract period. The City Commission may authorize the City to renew the contract for four (4) additional one-year periods, pending approval.

### 2. Executive Summary:

Provide an overview of how the proposed Service Provider plans to meet the functional requirements of the RFP with regard to capacity, equipment, and personnel to provide the complete scope of services for the Contract term.

### 3. Experience of Firm/References:

State the number of years the proposed Service Provider has provided clinical occupational health services. List similar services for clients that demonstrate qualifications to perform the work. Include at a minimum the following information:

- (a) Name of Contracting Agency
- (b) Type of Service Provided
- (b) Contractual Period
- (d) Annual Fee
- (e) Contact Person and Telephone Number

### 4. Experience of Staff to be Assigned to Project:

For each of the proposed individuals, indicate, at a minimum, individual's name, current and proposed duties and years of relevant experience.

### 5. Facilities:

Fully describe the facilities to be used in providing the desired occupational medical services. Please include location(s), hours of service for each location and the availability of parking.

### 6. Proposal Pricing Schedule:

Provide all fees for both the Base Contract Period and the Option Period and summarize the total proposal fees.

### 7. Procedures/Training:

List procedures for accomplishing the following:

- a) Training staff.
- b) Billing, recording/reporting service.
- c) Updating clients on changes affecting occupational medicine.

## N. Proposal Evaluation

### 1. Process

An evaluations committee will be established consisting of members from the Department of Human Resources and the Purchasing Director. The selection committee will evaluate the submitted proposals and a recommendation will be made to the City Commission.

The Selection committee's recommendation will go to City Commission for final approval. The City of Waycross and reserves the right to reject any and all proposals received by reason of this request, to waive technicalities and to award as deemed to be in the best interest of the City.

During the evaluation, and selection process, City of Waycross may request the presence of a Proposer's representative for the purpose of demonstrating systems and or answering questions about their submittal. City of Waycross will not be liable for Proposers' costs incurred for preparation or presentation in this regard.

City of Waycross also reserves the right to conduct a pre-award survey or to require evidence of financial, technical, production, managerial, or other abilities prior to the award of contract.

Overall evaluation of the submission of resources, facilities, compliance with administrative procedures, demonstrated knowledge and experience, and costs will be used for award. The demonstrated ability of the Service Provider staff, experience on similar projects, understanding and approach to the project and performance on past projects will be considered. Evaluation of the firm's capability to undertake this project will be the primary consideration in the evaluation. The evaluation committee, at its discretion, may short list the highest scoring firms and, if deemed necessary, may invite a number of the highest scoring firms for Interviews/Presentations. The number of firms short-listed and interviewed will be at the discretion of the City. Such presentations will provide firms with an opportunity to answer any questions the award committee may have on a firm's proposal. If required, the interview will be worth an additional 0-10 points. City of Waycross will not be liable for proposers' costs incurred for preparation or presentation in this regard.

At the City's discretion or as deemed to be in the City's best interest, firms may be short-listed a second time in order to determine the final recommendations to City Commission.

The evaluation committee will tabulate all scores. The highest scoring firm will be determined and the evaluation committee may negotiate pricing and/or terms and make a recommendation of contract award to the City Commission. Failure to negotiate pricing and/or terms with the highest scoring firm may result in negotiations with and recommendation of the next highest scoring firm and so on until a favorable agreement is reached.

2. Evaluation Criteria

Service Provider proposals will be evaluated on the basis of the following criteria, and scored accordingly:

PHASE I		POSSIBLE POINTS
A	<u>Available Resources</u> 1 Scheduling appointments (if needed and when); 2 Length of time to receive results; 3 Staffing/personnel (how many on staff during operation hours); 4 Records management/storage	25
B	<u>Facilities</u> 1 Adequacy of facilities (i.e. parking, waiting area, facility size, number of examination rooms, etc.). 2 Hours of operation. <b>Note: City of Waycross reserves the right to conduct a site visit to evaluate the adequacy of facilities.</b>	20
C	<u>Demonstrated Compliance with Administrative Procedures</u> 1 Billing format and billing cycles. 2 Written documentation and notification of results 3 Records management (copy of policy required)	15
D	<u>Demonstrated Knowledge and Experience</u> 1 Description of education and experience of medical staff.	20

2	Experience of provider and medical staff with occupational medicine.	
3	Provide list of client references and describe services delivered.	
4	Testing procedures and security	
<b>SUB-TOTAL</b>		<b>80</b>
<b>PHASE II</b>		
E	Pricing	20
<b>TOTAL</b>		<b>100</b>

## O. GENERAL REQUIREMENTS OF PROPOSERS

1. Individuals, firms and business seeking an award of a City of Waycross contract may not initiate or continue any verbal or written communications, regarding a solicitation with any elected official, employee or other City representative. Violations will be reviewed by the Human Resources Director and Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.
2. All changes in the RFP will be communicated via written addendum. Verbal information obtained otherwise will NOT be considered in award of this project. It is the responsibility of the Service Provider/Respondent to ensure that they have all addenda prior to the proposal due date, and the Service Provider/Respondent should include acknowledgment of all such addenda on the provided "Firm Information Page".
3. Four (4) sets (one (1) original, three (3) copies, and one (1) electronic .pdf version on CD or "thumb drive") of your proposal should be submitted. The proposal should not exceed fifteen (15) pages. The full cost of proposal preparation is to be borne by the proposing firm. The proposer is responsible for assuring delivery on or before the stated date and local time as well as for any associated delivery costs. Proposals must be signed in ink by a company official who has authorization to commit company resources and negotiate pricing and terms.
4. Proposals should be submitted to: Waycross City Hall, Purchasing Department, 417 Pendleton Street, Waycross, GA 31501 and should be identified with the proposal number and company name on the outside. Allow adequate time for delivery of their proposal either via hand delivery, postal service, or other delivery means.
5. Proposals submitted are not publicly available until after award by the City Commission. All proposals and supporting materials as well as correspondence relating to this RFP become property of City of Waycross when received. Any proprietary information contained in the proposal should be so indicated. However, a general indication that the entire content, or a major portion, of the proposal is proprietary will not be honored. All costs incurred by the Proposer in the preparation and delivery of their submittals will be at their expense and not the City's.
6. City of Waycross reserves the right to reject any or all proposals, in whole or in part, to negotiate changes in the scope of services and to waive any technicalities and informalities as deemed in its best interest.
7. Successful provider is required within ten (10) days of the Notice of Award to provide the following:
  - (a) Certificate of Insurance as specified in this proposal document.
  - (b) Two (2) properly executed contract documents.

Failure to provide these items in a timely manner when requested may be grounds for re-award to next highest scoring firm.

8. The Service Provider will be expected to sign a contract for this project. A "Sample" of City of Waycross Standard Service Provider Contract. Any changes or modifications to the Agreement requested by the contractor must be stated in writing in the proposal response.

9. Exceptions to the requirements of this RFP must be clearly stated in the proposal/response.

10. TERMINATION OF AGREEMENT FOR CAUSE

If through any cause the SERVICE PROVIDER shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the SERVICE PROVIDER shall violate any of the covenants, agreements or stipulations of this Agreement, City of Waycross shall thereupon have the right to terminate this Agreement by giving written notice to the SERVICE PROVIDER of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid scheduler without prior approval of City of Waycross shall constitute cause for termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the SERVICE PROVIDER under this Agreement shall become the property of the CITY, and the SERVICE PROVIDER shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as determined by the CITY.

11. INDEMNIFICATION

SERVICE PROVIDER agrees to protect, defend, indemnify, and hold harmless the CITY, its Commissioners members, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors or omissions of the SERVICE PROVIDER. SERVICE PROVIDER'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

SERVICE PROVIDER further agrees to protect, defend, indemnify, and hold harmless the CITY, its commissioners, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the SERVICE PROVIDER.

12. INSURANCE

The SERVICE PROVIDER shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy (s) that will ensure and indemnify both CITY OF WAYCROSS and SERVICE PROVIDER against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the SERVICE PROVIDER during the term of this Agreement.

**NOTE: City of Waycross will take into account any exceptions to the RFP requirements and/or in its scoring and evaluation process and respondents are strongly encouraged to address and comply with the requirements included herein. Failure to address the items of this RFP could result in a response receiving a substantially lower score.**

Failure to return this page and the following pages may result in proposal being deemed non-responsive.

### REFERENCES

City of Waycross requires a minimum of three (3) references of work performed, similar in both size and scope as that of City of Waycross. Acceptable references are state, county, or city governments as well any large company or corporation similar in size and scope to that of City of Waycross. All reference information provided must be complete, accurate and easily verifiable. The level of client satisfaction must be easily ascertainable

1. GOVERNMENT/COMPANY NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_ TITLE \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
E-MAIL ADDRESS \_\_\_\_\_  
TYPE OF SERVICE PROVIDED \_\_\_\_\_  
CONTRACT PERIOD \_\_\_\_\_  
ANNUAL FEE \_\_\_\_\_

2. GOVERNMENT/COMPANY NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_ TITLE \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
E-MAIL ADDRESS \_\_\_\_\_  
TYPE OF SERVICE PROVIDED \_\_\_\_\_  
CONTRACT PERIOD \_\_\_\_\_  
ANNUAL FEE \_\_\_\_\_

3. GOVERNMENT/COMPANY NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_ TITLE \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
E-MAIL ADDRESS \_\_\_\_\_  
TYPE OF SERVICE PROVIDED \_\_\_\_\_  
CONTRACT PERIOD \_\_\_\_\_  
ANNUAL FEE \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

## FEE SCHEDULE

SECTION A - POLICE OFFICER and FIREFIGHTER			
Description	Approx. Annual Qty.	Unit Price	Total Price
<b>Standard medical exam to include:</b>	10		
Medical History			
Physical Exam			
Vital Signs			
SMAC (Urine Dip Stick for sugar, ketones, protein)			
Audio Exam			
Vision Exam (to include test to determine if color blind)			
Chemical Blood Profile			
TB Tine Test (PPD)			
Hepatitis A, B, C Screening			
5- Panel Urine Drug Screen			
Spirometry			

SECTION B – ALL OTHER POSITIONS			
Description	Approx. Annual Qty.	Unit Price	Total Price
<b>Standard medical exam to include:</b>	5		
Medical History			
Lifting Assessment			
5-Panel Urine Drug Screen			

COMPANY NAME \_\_\_\_\_

SECTION C – MISC. SCREENINGS/TESTS		
Item #	Description	Unit Price
1	Pre-employment physical:	
a	with lifting assessment	
b	without lifting assessment	
c	Chest X-ray (if positive TB tine)	
d	EKG (If Police over age of 35 and if deemed necessary by 3 positive risk factors * identified during physical exam)	
e	Urinalysis - Micro	
f	Urinalysis - Dip Stick	
g	Titmus vision test-extended hearing test (including depth perception)	
h	Audiogram - extended hearing test	
i	Blood Profile- Chem Screen (including Hepatitis panel)	
j	Blood Profile- Chem Screen (including Hepatitis panel and HIV test)	
k	TB tine test (tuberculosis)	
2	Drug/Alcohol Screening	
a	Drug Test (with MRO confirmation)	
b	Non-regulated Drug Test (with MRO confirmation)	
c	Breath Alcohol Test	
3	Misc. Test/Screening	
a	Lead Blood Level Test (If gun range instructors)	
b	Fit for Duty Screening	

\*Risk Factors include: high blood pressure, high blood sugar, smoking, high cholesterol, history of heart attack or heart disease, past abnormal EKG.

<b>PROPOSAL TOTAL (Sections A-C)</b>	<b>\$</b>
--------------------------------------	-----------

Company Name \_\_\_\_\_  
City of Waycross requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for City of Waycross to declare bid non-responsive. **Contract should begin June 1, 2018.**

Unless otherwise noted, quoted prices will remain firm for four (4) additional one year periods.

Termination for Cause: City of Waycross may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City's rights or remedies by law.

Termination for Convenience: City of Waycross may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the City's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

Certification of Non-Collusion in Bid Preparation \_\_\_\_\_

Signature

Date

City of Waycross requires that all who enter into a contract for the physical performance of services with City of Waycross must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. (See exhibits A and B)

In compliance with the attached specifications, the undersigned offers and agrees, if this quote is accepted by the City Commission within ninety (90) days of the date of quote opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the quote schedule.

Legal Business Name \_\_\_\_\_  
*(If your company is an LLC, you must identify all principals to include addresses and phone numbers in your submittal)*

Federal Tax ID \_\_\_\_\_

Address \_\_\_\_\_

Representative Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

E-mail address \_\_\_\_\_

## PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

1. Minimum Statutory Workers' Compensation Insurance
  - (a) Employers Liability:
    - ✓ Bodily Injury by Accident - \$100,000 each accident
    - ✓ Bodily Injury by Disease - \$500,000 policy limit
    - ✓ Bodily Injury by Disease - \$100,000 each employee
2. Minimum Commercial General Liability Insurance
  - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
3. Minimum Professional Liability Insurance - \$1,000,000 (project specific for the City of Waycross project) limit of liability per claim/aggregate or a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
  - ✓ Insurance company must be authorized to do business in the State of Georgia.
  - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04 or some other form)
4. City of Waycross should be shown as an additional insured on General Liability policies.
5. The cancellation should provide 10 days' notice for nonpayment and 30 days' notice of cancellation.
6. Certificate Holder should read:

City of Waycross  
417 Pendleton Street  
Waycross, GA 31501
7. The Contractor shall agree to provide certificate of coverage for insurance policy(ies) or a certified letter from the insurance company(ies) if requested by City of Waycross to verify the compliance with these insurance requirements.
8. All insurance coverage's required to be provided by the Contractor will be primary over any insurance program carried by the City.
9. The Contractor shall agree to waive all rights of subrogation against the City, the City Manager, its officials, employees, and volunteers from losses arising from work performed by the contractor for the City.

*\*\*\*City of Waycross requires that all Contracts between parties be entered into via the following documents. If any exceptions are taken to any part of this document, each must be stated in detail and submitted as part of your proposal/bid document. If no exceptions are noted it is assumed that the party fully agrees to the contract in its entirety. Exceptions to the sample contract provided in this request for proposal will be considered in terms of responsiveness when making award. \*\*\**

"SAMPLE"  
**ANNUAL SERVICE PROVIDER CONTRACT**

This **CONTRACT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between City of Waycross, Georgia (Party of the First Part, hereinafter called the "City"), and, (Party of the Second Part, hereinafter called the "Service Provider").

**NOW THEREFORE**, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

**1. TERM:**

This contract shall commence \_\_\_\_\_, for a one year period with four options to renew.

**2. ATTACHMENTS:**

Copies of the Service Provider's proposal and price lists submitted to City of Waycross Purchasing Director, Linda Jones via US postal mail or hand delivered. In the event of a conflict between the City's contract documents and the Bid, the City's contract documents shall control.

**3. PERFORMANCE:**

Service Provider agrees to furnish all skill and labor of every description necessary to carry out and complete the work specified, in strict conformity with the Bid.

**4. PRICE:**

As full compensation for the performance of this Contract, City of Waycross shall pay the Service Provider for the actual quantity of work performed. Bid amount shown on Exhibit A is the total obligation of City of Waycross pursuant to OCGA section 36-60-13 (a) (3). The fees for the work to be performed under this Contract shall be charged to City of Waycross in accordance with the rate schedule referenced in the Bid (Exhibit A). City of Waycross agrees to pay the Service Provider net 30 days following receipt by City of a detailed invoice, reflecting the actual work performed by the Service Provider.

**5. INDEMNIFICATION AND HOLD HARMLESS:**

Service Provider agrees to protect, defend, indemnify, and hold harmless the CITY, its Commissioners Members, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors, or omissions of the Service Provider.

**6. TERMINATION FOR CAUSE:**

City of Waycross may terminate this Contract for cause upon thirty (30) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the City's rights or remedies provided by law.

**7. GOVERNING LAW:**

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in City of Waycross, Georgia.

(Signatures Next Page)

**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

CITY OF WAYCROSS, GEORGIA

By: \_\_\_\_\_  
John Knox, Mayor

SERVICE PROVIDER: \_\_\_\_\_

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Corporate Secretary  
(Seal)

# EXHIBIT "A"

## CONTRACTOR AFFIDAVIT under OCGA §13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Waycross has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

Notary Public: \_\_\_\_\_

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

SEAL

# EXHIBIT "B"

## Private Employer Affidavit Pursuant to O.C.G.A. § 36-60-6(d)

By executing this affidavit under oath, as an applicant for a(n) \_\_\_\_\_  
[*business license, occupational tax certificate, or other document required to operate a business*]  
as referenced in O.C.G.A. § 36-60-6(d), from \_\_\_\_\_  
[*name of county or municipal corporation*], the undersigned applicant representing the private  
employer known as \_\_\_\_\_ [printed name of  
*private employer*] verifies one of the following with respect to my application for the  
above mentioned document:

**1. Only fill out this section if the current date is on or before June 30, 2013. Select Only One.**

- (a) \_\_\_\_\_ On January 1<sup>st</sup> of the below signed year the individual, firm, or corporation employed one hundred (100) or more employees. *If the employer selected 1(a) please fill out Section 3 below.*
- (b) \_\_\_\_\_ On January 1<sup>st</sup> of the below signed year the individual, firm, or corporation employed less than one hundred (100) employees.

**2. Only fill out this section if the current date is on or after July 1, 2013. Select Only One.**

- (a) \_\_\_\_\_ On January 1<sup>st</sup> of the below signed year the individual, firm, or corporation employed more than ten (10) employees. *If the employer selected 2(a) please fill out Section 3 below.*
- (b) \_\_\_\_\_ On January 1<sup>st</sup> of the below signed year the individual, firm, or corporation employed ten (10) or fewer employees.

3. The employer has registered with and utilizes the federal work authorization program in accordance with the applicable provisions and deadlines established in O.C.G.A. § 36-60-6(a). The undersigned private employer also attests that its federal work authorization user identification number and date of authorization are as listed below:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

----- In  
making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties allowed by such statute.

Executed on the \_\_\_ date of \_\_\_\_\_, 201\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state)

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name of and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_