



Division of Purchasing
Request For Proposal No. 1737
for

OCCUPATIONAL HEALTH SERVICES

Release Date: October 15, 2008

Deadline for Submission and Opening Date and Time: December 15, 2008 @ 2:00 p.m.

For additional information, please contact:
Lyn Callison, Purchasing Officer
(775) 684-0198
(TTY for the Deaf and Hard of Hearing: 1-800-326-6868.
Ask the relay agent to dial 1-775-684-0198/V.)

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal

See Page 17, for instructions on submitting proposals.

Contact Information

Company Name _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____

E-Mail Address: _____

Prices contained in this proposal are subject to acceptance within _____ calendar days.

Contact Person _____

Print Name & Title _____

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A Request for Proposal process is different from an Invitation to Bid. The State expects vendors to propose creative, competitive solutions to the agency's stated problem or need, as specified below. Vendors may take exception to any section of the RFP. Exceptions should be clearly stated in Attachment B (Certification of Indemnification and Compliance with Terms and Conditions of RFP) and will be considered during the evaluation process. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State NRS §333.350(1).

1. OVERVIEW OF PROJECT

The State of Nevada Purchasing Division together with the Department of Administration, Risk Management Division, is seeking proposals for the following purpose: Provision of Statewide Occupational Health Services to State of Nevada employees. Primary services include: Annual physical exams for police officers and firefighters (average 3800 per year) - cardiac, pulmonary, audiology consultations/evaluations (average 100 per year) and hepatitis inoculations and screening. Secondary services include: pre-placement medical exams, physical assessment +2testing, pre-employment psychological screening, psychology and psychiatric consultation, CDL exams, exams (in conjunction with annual physical and independent from annual exams) Haz Mat Exams (in conjunction with annual physical exams or independent from annual physical exams); Respiratory Compliance Exams; Drug and Alcohol Testing; Medical surveillance; Independent Medical Evaluations/Fitness for Duty Exams; blood borne pathogen post exposure services, Job Analyses, and miscellaneous occupational health services as identified during the course of the contract. Secondary services, average fewer than 50 each per year, with the exception of pre-employment psychological screening which is projected at approximately 100 in the north and 100 in the south each fiscal year.

The following agencies will utilize the primary services: Bureau of Enforcement (DMV/PS), Department of Corrections, Nevada Division of Forestry, Nevada Division of Investigation, Division of Parole and Probation, Department of Wildlife, Lakes Crossing, Nevada Highway Patrol, Risk Management Division, Peace Officers Standards and Training, and The Office of The Military. See Attachment J for a list of the different Panel Exams. The University and Community College System, the Court System, the Legislative Counsel Bureau, and Political Subdivisions (i.e., cities, counties, school districts, etc.) may use the contract(s) resulting from this Request; however, they are not required to do so. Purchase of services offered through a resultant contract will be at the sole discretion of the individual entities and cannot be guaranteed by the State Purchasing Division.

The Department of Corrections and Division of Forestry have small rural facilities near Elko, Ely, Jean, Indian Springs, Lovelock, Pioche, Tonopah, Winnemucca, and Wells. Large Prison institutions are located near Ely and in Lovelock, Indian Springs, Jean and Carson City. On site physical exams (with the exception of Carson City) and/or diagnostic testing is preferred at these locations in order to minimize employee overtime and travel costs. See Attachment I for a complete breakdown in the projected physicals. The majority of the physical exams will be Panel 3 Exams.

Other State agencies, that are required to provide occupational health services pursuant to NRS 616, 617 or 618, will also be included in the scope of this contract for utilization of secondary services and Hepatitis screening and inoculations. Other agencies that currently utilize secondary services include the Division of Environmental Protection, the Division of Child and

Family Services, State Parks and the Division of Industrial Relations. The Risk Management Division representative will identify additional agencies and notify the vendors in writing when a decision is made to include them under the scope of the contract services.

The Risk Management Division is responsible to oversee, coordinate and monitor provision of services and agency participation in utilization of services. Each individual agency is responsible to schedule services, establish protocols and optional services, respond to fitness for duty issues, and ensure employee compliance with participation in the services. They are also responsible to pay vendors directly.

First preference is a single statewide contract to handle all services. Second preference is two regional contracts-Northern Nevada/rural areas and Southern Nevada/including Nye and Lincoln counties. Consideration may be given to individual contracts in individual cities or single service contracts, if deemed to be in the best interest of the State. The State of Nevada reserves the right to award several contracts to meet the full scope of services. Vendors are encouraged to coordinate subcontracts, as necessary, to meet the scope of services. If vendors have multiple sites in a specific city it is desired that one site with dedicated personnel be identified for completion of services.

The State Purchasing Division, Services Section, will administer the contract(s) resulting from this Request. The contract(s) will commence May 1, 2009 upon approval by the State Board of Examiners, anticipated to be April 14, 2009, and will expire on April 30, 2013. Cost proposals may be reviewed and evaluated prior to the formal selection process, for the purpose of determining general cost projections for Budget Years FY 2010 through FY 2013. Requested services may vary from projections if budgetary allocations are not available for the full scope of services.

The State does not guarantee any minimum volume of service.

2. ACRONYMS/DEFINITIONS

For the purposes of this RFP, the following acronyms/definitions will be used:

Awarded Vendor The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.

Confidential Information Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. See NRS §333.020(5)(b).

Division Department of Education.

Evaluation Committee An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS §333.335.

LOI Letter of Intent - notification of the State's intent to award a contract to a

vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.

May	Indicates something that is not mandatory but permissible.
NAC	Nevada Administrative Code
NRS	Nevada Revised Statutes
NOA	Notice of Award- formal notification of the State's decision to award a contract, pending Board of Examiners' approval of said contract, any non-confidential information becomes available upon written request.
Proprietary Information	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract.
Public Record	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential (see NRS §333.333 and NRS §600A.030(5)) must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records.
RFP	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection NRS §333.020(7).
Shall/Must/Will	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
State	The State of Nevada and any agency identified herein.
Subcontractor	Third party, not directly employed by the vendor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the vendor.
Trade Secret	Means information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

Vendor

Organization/individual submitting a proposal in response to this RFP.

3. SCOPE OF WORK

3.1 Services

3.1.1 Estimated number of services per year (may vary up to 15% in any one year).

- Attachment I

3.1.2 Physical Exams- Must be performed by a physician. A Nurse Practitioner (ARNP) or Physicians Assistant (PA) is not considered a physician under this contract. Administration of annual physical exams for police/firemen must be in accordance with NRS 617.455, 457 and NAC 617.010 – 617.100. The purpose of these exams is:

3.1.2.1 Early identification of pre-disposing health conditions/factors that contribute to the development of heart or lung disease and hearing loss.

3.1.2.2 Provision of medical instructions to employees to assist in the correction of identified pre-disposing health conditions/factors and actions needed to prevent the development of these diseases.

3.1.2.3 Establishment of legal documentation to either support or contest workers' compensation claims for these diseases.

3.1.2.4 Communicate the presence of significant medical conditions identified during the exam that would affect an employee's fitness for duty.

3.1.2.5 Pre-hire medical analysis for The Department of Corrections employees and other agencies upon request.

3.1.3 Components of Exams: The basic standard components included in the physical exams are identified in Section 3.1.4. and must be provided in minor variations identified as one (1) of four (4) separate Panel Exams listed in Attachment J. These exams will be identified and requested by each agency for each individual employee based on length of service, and individual agency policy. When abnormalities are detected during the exam that are potentially indicative of the presence of heart disease, lung disease, cancer in firefighters or hearing loss, the physical exam must be carried through until a diagnosis is confirmed or ruled out. Employees must be referred to their own personal physician for follow-up of all other pre-disposing health conditions that lead to heart disease, lung disease or hearing loss or other identified health conditions.

3.1.4 Standard Components of Physical Exams:

- State of Nevada "Medical History Form" (Panels 1, 3, 5). Attachment G.

- Heart and Lung Physical Exam Form Attachment H.
- Audiometry with interpretation-identify air conduction or pure tone test (Panels 1-5).
- Blood Pressure Monitoring (Panels 1, 3, 5).
- Chest X-Ray (1 view for Panels 1, 4, 5) radiologist over-read. (2 View for Panel 3) radiologist over-read.
- Coronary Risk II (CBC + Chem Panel + HDL + LDL) (Panels 1, 3, 5).
- Per-Cent Body Fat (BMI Method) and Waist Circumference (“”) (Panels 1-5).
- Pulmonary Function Test (Spirometry) (Panels 1 – 5).
- Resting EKG (Panels 1, 3, 5).
- Stress EKG- Standard Bruce Protocol (Panel 3 or as otherwise determined by physician when employee presents with medical condition or other test results during the completion of a Panel 1 exam indicating that this test may be needed to evaluate health/medical status or fitness for duty).
- T B Skin Test (Panel 1, 3, 5) one-step. Two step for baseline exams and converters. Exception: Department of Corrections conducts their own TB tests except for pre-placement exams. Pre-placement NDOC exams require a two-step test.
- Urinalysis (Panels 1, 3, 5).
- Heart and Lung Physical Exam.
- Lung Exam (Panel 4) Department of Corrections only.
- Vision screening (Panels 1, 3, 5).
- State of Nevada “Report of Results” (Panels 1 – 5) Attachment G.

3.1.5 Stress EKG Tests: Must be performed by a physician or technician appropriately certified by the American College of Sports Medicine or other certification authority. Formal certification can be waived if the physician or technician tasked to perform these tests can demonstrate an equivalent clinical experience.

3.1.5.1 If a technician performs the stress EKG tests, a physician or other appropriate emergency personnel must be on call and available within two minutes when such exams are administered and physician over -read must occur when abnormalities are identified prior to cardiology referral.

3.1.5.2 A defibrillator or other appropriate emergency equipment must be available within one minute.

3.1.5.3 **A (Standard Bruce Protocol) must be utilized, unless otherwise agreed to by the physician, agency representative and Risk Management representative. A baseline of 10.1 Mets at Stage 3 must be achieved to consistently evaluate the employee’s cardiovascular status. It has been determined that the peak physical demands of a police officer or fireman’s job duties require between 14 to 16 Mets for effective performance. Employees should be encouraged to achieve maximum/safe Met level, not just stop when the 10.1 has been achieved.**

- 3.1.6 Cardiology/pulmonology/audiology consultations; additional diagnostic testing
When abnormalities are found in the EKG exams, chest X-rays, pulmonary function tests or hearing tests, the vendor must make a referral to and schedule an appointment with an appropriate specialist **within ten (10) working days** of the initial physical exam. The employer is responsible to provide diagnostic testing to rule out or confirm the presence of heart or lung disease. The vendor must identify and list the cost of each type of additional diagnostic test that may be utilized in confirming or ruling out these diseases, the related consultation/evaluation fee and identify the specialists that will be utilized.

When a diagnosis of heart or lung disease is identified or if occupational related hearing loss is identified, the vendor must ensure that an Employee's Report of Injury (C-4) Form is completed within three (3) days of the diagnosis and forwarded to the State's workers' compensation third party administrator, the agency and the Risk Management office, unless the employee documents that he/she chooses not to submit a claim.

- 3.1.7 Pre-Placement Exams – These will generally be Panel 1 exams or Panel 3 exams (as designated by the requesting agency) and will be coordinated at the request of the individual agency. These exams must be performed in relation to the potential employee's ability to perform **all** job duties as outlined in each individual job description. Pre-placement exams must include both the State of Nevada "Medical History Form" and a general health history form supplied by the vendor to review all body systems related to the performance of the specific job.

3.1.8 Optional Components of Physical Exam:

The following listed services may be requested in conjunction with the annual physical exams or as a specific separate service.

- Hepatitis/HIV Screening-as requested by agency and agreed to by employee.
- Hepatitis A inoculations-as requested by agency and agreed to by employee.
- Hepatitis B inoculations (and boosters) Baseline exams and as requested by agency and agreed to by employee.
- HazMat Exams/medical surveillance-as requested by agency.
- Respirator Clearance Exams-as requested by agency.
- Psychological Screening and Interpretation (Baseline Exams, Pre-hire exams or fitness for duty evaluations).
- CDL Exams –as requested by agency.
- Alcohol/Drug Testing with Medical Officer review-as requested by agency.
- Graded Exercise Tests – as requested by agency.
- Blood Lead.
- CT Scan (if abnormalities found in X-ray).
- Physical assessment screening.
- Hemoglobin A1C – when diabetes has been documented from prior exams, or as recommended by physician and approved by agency.
- Other miscellaneous services as identified by an individual agency

- 3.1.9 Pre-Hire Psychological Screening and Interpretation for police/correctional officer employees. As requested by an individual agency based on need and budgetary allocations. The vendor should provide information on the type, scope and availability of these services. Currently the following agencies utilize this service- Department of Corrections, Division of Public Safety, and POST. Other agencies may also be included in the future.
- 3.1.10 Medical Surveillance/Follow-up Physician Review. This will occur upon request of an agency and in conjunction with established procedures. This is intended to allow for follow-up on significant medical conditions identified during the exam which affect fitness for duty issues, and correction of significant pre-disposing health conditions. **The vendor's physician must instruct the employee to return appropriate documentation from their personal physician within a specified period of time for review and concurrence for release to full duty (or) coordinate with the Health Program Specialist with the Risk Management Physician.** If applicable, the vendor's physician must resolve any unclear issues directly with the employee's physician.
- 3.1.11 Bloodborne Pathogen – Post exposure treatment/counseling/preventive care as required by OSHA 1910.1030.
- 3.1.12 Independent Medical Exams/Fitness for Duty Exams – Upon Request. This type of exam is often initiated to determine an employee's fitness for duty related to non-occupational condition or potential workplace violence situations. These exams will often require a referral to a psychologist or psychiatrist for completion of the exam. The vendor must secure an appointment with an appropriate physician within five (5) working days of receipt of a request. The documentation provided to the agency representative must clearly communicate work status recommendations. A verbal report must be provided to the agency representative immediately following the initial evaluation. Subsequent referrals to a specialist (generally psychologist or psychiatrist) must be scheduled and completed within five (5) working days. The vendor must limit the number of psychologists and psychiatrists utilized for referral to not more than three of each specialty, who have documented and verifiable experience and expertise in dealing with occupational situations and who will provide specific recommendations in regard to fitness for duty.
- 3.1.13 Job Analyses – The vendor must provide the services of an occupational therapist or other specialist who can perform on-site job evaluations to establish objective and specific physical work requirements of a specific job position. The service must be provided upon request by an agency.
- 3.1.14 Other Services – As documented and identified by the Risk Manager or agency liaison.

3.2 Reporting of Exams

- 3.2.1 The results of the physical exam and all diagnostic tests must be reviewed and explained, **in person, by the physician with each employee**, unless otherwise agreed to by the agency representative and the Risk Management representative. **This process generally requires a two-part exam.** The first part to include blood draws, chest x-rays and other diagnostic tests; the second part to include the physician exam and/or stress test and review of all findings. Exceptions to the two-part exam must be approved by a designated Risk Management Representative.
- 3.2.2 **The State of Nevada - Report of Results” Form must be completed, reviewed in person with the employee and signed by the physician and employee on the same date**, unless otherwise requested by the agency representative and Risk Management representative. All documentation must be clearly legible. **Physicians must ‘order’ (not just recommend or advise) the employee to correct pre-disposing conditions, that are within the ability of the employee to correct, that lead to heart or lung disease or hearing loss and clearly document such ‘order’ (example: employee who is obese shall be referred to a dietician or other specialist).** The physician must provide specific and detailed instructions on the actions that need to occur. The employee must be provided a copy of this form at the time of the exam, a copy must be forwarded to the agency, and Risk Management with all other paperwork related to the exam within ten (10) working days of the completion of the exam, fifteen (15) working days for exams performed on a mobile unit. **Guidelines for examples of expected documentation for actions required to correct pre-disposing health conditions will be provided and revised, as necessary by the Risk Management representative. Refer to Attachment M for current guidelines.** The vendor shall agree to follow the established guidelines. The goal is to ensure consistency statewide in regard to this document. If follow up letters are included as part of the physical exam a standard format consistent with the guideline provided in Attachment M should be utilized. Attachment N is a sample letter that should be used as a guide for expected documentation. Pursuant to NRS 617.455/457 you are ordered to correct the following risk factors shall be documented in every follow up letter, no exceptions.
- 3.2.3 ‘Fitness for Duty’ issues must be determined with consideration of the ‘peak physical demands’ of each position.

Police /Correctional Officer: Ability to sprint up to 40 yards; lift or drag an offender short distances; and the ability to perform a full force arrest or physical take down which requires the following: Up to three (3) minutes of full force physical exertion, full mobility of all joints, manual grip strength of 70-90 lbs., ability to sustain striking blows to the head and torso while maintaining physical and mental performance and the ability to lift, push, press and pull 75% of the officer’s own body weight. (14-16 METS for up to three (3) minutes).

Firemen: Pack test regulations three (3) to six (6) mile hike over steep, rough terrain while carrying 45 lb. pack for firefighting; carry or drag up to 100 lbs. for up to 100 feet; ability to perform under adverse conditions including 16 hr. shifts

for two (2) to seven (7) days, heat, cold, altitude, smoke, insufficient food, sleep deprivation, noise and fatigue.

Other: As identified within specific job descriptions.

3.2.3.1 Physicals must be documented “incomplete” and employees identified as ‘unfit for duty’ if the following occurs:

- Employee is unable to achieve the 10.1 MET level at Stage 3 on the stress EKG test due to a **medical** condition.
- Employee has a medical condition that prevents him/her from participating in the stress EKG exam or, if other than a Panel 3 exam is performed, would reasonably prevent him from doing so.
- Employee refuses to participate in any of the diagnostic tests without a valid physician’s excuse.
- Employee exhibits a medical or health condition, at the time of the exam, that the physician reasonably determines would place the employee at risk of injury or accident; or could compromise the employee’s ability to effectively perform the peak physical demands of their position and affect public safety. **This requirement shall be considered in all Panel Exams, not just the Panel 3 Exam (that includes the stress test and measures the employees MET levels capability).** The physician shall have the discretion to recommend the administration of either a stress EKG test or a graded exercise test to clarify medical or fitness for duty issues. The appropriate agency representative, or Risk Management representative must agree to the additional test.

3.2.3.2 Employees who are identified as ‘unfit for duty’ must be given work restrictions, unless a life threatening condition is identified. The employee must be ordered to seek the appropriate follow-up care with his or her own private physician unless referred to a cardiologist, pulmonologist or audiologist as noted in Section 3.1.7. The evaluating physician shall instruct the employee to provide objective documentation within a specific time frame (not to exceed 30 days) to be cleared for full duty. This date must be identified on the “Report of Results” Form. If the employee does not report back to the evaluating physician within the agreed upon time frame, the evaluating physician shall notify the appropriate agency contact and Risk Management, within five (5) days of the deadline. The evaluating physician must provide documentation for the employee to present to the agency that identifies work level status.

- Typical Work Restrictions for Police Officers: Administrative duties only, no arrests or pursuits.
- Typical Work Restrictions for Correctional Officers: No physical altercations, no running or pursuits.

- Typical Work Restrictions for Firemen: No fire fighting or emergency response-light to medium work only.

3.2.3.3 **‘Not Physically Fit’** - Status – Employees who are unable to achieve 10.1 METS on a stress EKG exam or a graded exercise test due to de-conditioning issues - not medical factors must be identified on the State of Nevada “Report of Results as ‘Not Physically Fit’ in lieu of ‘Unfit for Duty’”. **This exam must be identified as incomplete**, until such time as the employee can reschedule and achieve 10.1 METS so that the cardiovascular status in relation to peak physical demands can be determined. The evaluating physician must provide documentation for the employee to present to the agency that identifies work level status.

- Typical Work Restrictions for Police Officers: Administrative duties only, no arrests or pursuits.
- Typical Work Restrictions for Correctional Officers: No physical altercations, no running or pursuits.
- Typical Work Restrictions for Firemen: No fire fighting or emergency response-light to medium work only.

3.2.3.4 **Exceptions:** Employees who are under the care of a personal physician (generally cardiac, pulmonary or oncology) for a condition that could place them at risk of injury during a stress EKG exam or other diagnostic test, shall have the option to present an appropriate release and justification, from their personal physician, to the vendor’s physician to allow the specific diagnostic test and possibly the general work status recommendation to be performed by their own physician. However, when the release and justification is received from the employee, the vendor is responsible to obtain and review the results of the diagnostic tests performed and reporting developed and provide a statement in regard to fitness for duty based on the results of the testing performed by the employee’s personal physician. The vendor must immediately notify the appropriate agency representative when an employee presents them with such documentation.

3.3 Agency Reports/Time Frames/Penalties

3.3.1 **‘Unfit for Duty’ Status or “Not Physically Fit for Duty”** - A verbal report, followed by a fax copy of the “Report of Results”, shall be provided to both the agency contact and the Risk Management Office **within 24 hours** of the determination. **The penalty for non-compliance shall be \$100 deducted from the cost of the exam, unless prior approval has been received from Risk Management or the agency.**

3.3.2 State of Nevada **‘Report of Results’** and **‘Medical History’ Forms**, and copies of all diagnostic tests and results from cardiac, pulmonary and/or audiology consults shall be forwarded to the appropriate agency contact and Risk Management not later than ten (10) working days from the date of the exam and follow-up

consultations, fifteen (15) working days if the exam was performed on a mobile unit. These two State reports, and any summary reports from specialists, **must** be forwarded to the designated agency representative in one envelope and all diagnostic tests and other medical information must be forwarded in a sealed packet with documentation “**Confidential-Only to be accessed in the event that a workers’ compensation claim is filed**”. **The penalty for non-compliance shall be \$100 deducted from cost of the exam.**

3.3.3 If reporting is not forwarded to the agency and Risk Management within **thirty - (30) calendar days** of the exam. **The penalty for non-compliance shall be \$200 deducted from the cost of the exam.**

3.3.4 If the documentation identified in sections 3.2.3.1 - 3.2.3.3 is not completed, critical areas of the forms are not properly completed, and/or appropriate employee/evaluating physician signatures not obtained, **the penalty for non-compliance shall be \$100 deducted from the exam.** The evaluating physician is responsible to correct and/or obtain the necessary documentation. The corrected/completed forms shall be forwarded to the appropriate agency contact and Risk Management not later than five (5) working days **from the date of request for clarification.** **The penalty for non-compliance shall be \$50 deducted from the exam.**

3.3.5 ‘No Show’ Penalty: The contractor shall have the discretion to bill an agency up to \$100 for each scheduled appointment with a physician that the employee does not attend, without giving a 48-hour notification of cancellation (excluding emergencies, unavoidable work-related circumstances or miscommunications in scheduling.) The vendor must notify the agency immediately of a no-show for which a penalty will be assessed. This will not apply to pre-employment or pre-placement exams.

3.3.6 Copies of any and all records requested by the Risk Management Division must be made available within ten (10) working days of the request.

3.4 Customer Service Liaison

The vendor shall assign not more than two (2) representatives to act as liaisons with agency representatives and Risk Management to coordinate services, scheduling and billing and to resolve problems or concerns as they arise. Vendors with locations in the North and South shall assign a liaison in the North and one in the South. The designated liaison(s) must be familiar with the contract requirements **and not be assigned to a position that is subject to excessive turnover.** This person or their designee will be expected to perform quality control review of each physical exam to ensure compliance with all reporting requirements. The vendor must identify the customer service liaison(s) and provide a resume’ with the original bid. Changes in the assigned liaison must be communicated to the Risk Management representative within **ten (10) days** of the change.

3.5 Billing

The contractor shall provide a monthly invoice to each individual agency-broken down by individual employee, Panel number of exam and a list of the components administered within each exam - by the 15th day of the next month, unless a different option is requested by an individual agency through written documentation.

3.6 **Record Keeping/Reports**

The vendor shall create and maintain a database to include the following components and must create and provide summary and statistical reports within ten (10) working days of the request.

- 3.6.1 A listing of all exams administered per agency, broken down into specific Panels and other services not affiliated with a Panel exam.
- 3.6.2 Pre Predisposing health factors identified per exam.
- 3.6.3 Work status results of each exam (Fit for Duty, Unfit for Duty-Medical, Not Physically Fit.)
- 3.6.4 Referrals made for cardiac, pulmonology and audiology consults.
- 3.6.5 Monthly costs per agency, per type of service.

4. **COMPANY BACKGROUND AND REFERENCES**

4.1 **PRIMARY VENDOR INFORMATION**

Vendors must provide a company profile. Information provided shall include:

- 4.1.1 Company ownership (sole proprietor, partnership, etc).
 - 4.1.1.1 Incorporated companies must identify the state in which the company is incorporated and the date of incorporation. **Please be advised**, pursuant to NRS §80.010, incorporated companies must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS §80.015.
 - 4.1.1.2 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the Department of Taxation, in accordance with NRS §360.780.
- 4.1.2 Disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable with the State of Nevada.
- 4.1.3 Location(s) of the company offices and location of the office that will provide the services described in this RFP.
- 4.1.4 Is your firm a resident of Nevada or a resident of another state? If so, please list the state of residence. Does your resident state apply a preference, which is not

afforded to bidders or vendors who are residents in the state of Nevada? This information may be utilized in determining whether an inverse preference applies pursuant to NRS §333.336.

- 4.1.5 Number of employees both locally and nationally.
- 4.1.6 Location(s) from which employees will be assigned.
- 4.1.7 Name, address and telephone number of the vendor's point of contact for a contract resulting from this RFP.
- 4.1.8 Company background/history and why vendor is qualified to provide the services described in this RFP.
- 4.1.9 Length of time vendor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.
- 4.1.10 Has the vendor ever been engaged under contract by any State of Nevada agency?
[] Yes [] No If "Yes," specify when, for what duties, and for which agency.
- 4.1.11 Is the vendor or any of the vendor's employees employed by the State of Nevada, any of its political subdivisions or by any other government?
[] Yes [] No If "Yes," is that employee planning to render services while on annual leave, compensatory time, sick leave, or on his own time?
- 4.1.12 Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- 4.1.13 **Financial information and documentation to be included in Part III of your response in accordance with the Submittal Instructions.**
 - 4.1.13.1 Dun and Bradstreet number
 - 4.1.13.2 Federal Tax Identification Number
 - 4.1.13.3 The last two - (2) years and current year interim:
Profit and Loss Statement
Balance Statement

4.2 REFERENCES

Vendors should provide a minimum of three (3) references from similar projects performed for private, state and/or large local government clients within the last three years. **Vendors are required to submit Attachment D, Reference Form to the business references they list. The business references must submit the Reference Form directly to the Purchasing Division.** It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the proposal submission deadline for inclusion in the evaluation process. Business References not received, or not complete, may adversely affect the vendor's score in the evaluation process. The Purchasing Division may contact any or all business references for validation of information submitted.

- 4.2.1 Client name;
- 4.2.2 Project description;
- 4.2.3 Project dates (starting and ending);
- 4.2.4 Staff assigned to reference engagement that will be designated for work per this RFP;
- 4.2.5 Client project manager name, telephone number, fax number and e-mail address.

4.3 SUBCONTRACTOR INFORMATION

4.3.1 Does this proposal include the use of subcontractors?

Yes _____ No _____ Unknown _____

If “Yes”, vendor must:

4.3.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.

4.3.1.2 Provide the same information for any proposed subcontractors as requested in the Primary Vendor Information section.

4.3.1.3 References as specified above must be provided for any proposed subcontractors.

4.3.1.4 The State may require that the awarded vendor provide proof of payment to any subcontractors used for this project. Proposals should include a plan by which, at the State’s request, the State will be notified of such payments.

4.3.1.5 Primary vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the using agency.

4.3.1.6 Primary vendor must notify the using agency of the intended use of any subcontractors not identified within their response and receive agency approval prior to subcontractor commencing work.

5. **COST**

Note: All Cost Proposals shall be submitted to the State as a separate, sealed package and clearly marked: “Cost Proposal in Response to RFP No. 1737”, please refer to the Submittal Instructions for further instruction.

5.1 Vendors must provide detailed fixed price costs per service identified in Section 3. The services must include a detailed list of additional diagnostic tests and consultation service fees related to specialist referrals. In addition, vendors please provide a fixed price cost for TB blood draw.

5.2 Alternate costs for on-site services must be identified and submitted, if applicable. It is preferred that any costs associated with travel or technician/physician fees or other administrative costs associated with the provision of on-site services be identified in a fixed rate fee per visit and identified as ‘Rural area fee’.

5.3 A s separate fee schedule summarizing the total cost per Standard Panel Exam referred to in Section 3.1.4 identified in Attachment J must be provided.

5.4 Alternate proposals for payment of services may be submitted and will be given due consideration.

6. **PAYMENT**

- 6.1 Payment for the contracted service will be within 30 - 45 days upon receipt of invoice and the using agency's approval.

Payment tied to an hourly rate or on an "as needed basis".

The State generally pays for services billed on a monthly basis, upon receipt of an invoice and using agency approval.

Vendors may propose an alternative payment option; alternative payment options must be listed on Attachment B of the RFP. Alternative payment options will be considered if deemed in the best interest of the State, project or service solicited herein. The State does not issue payment prior to receipt of goods or services.

7. **SUBMITTAL INSTRUCTIONS**

- 7.1 In lieu of a pre-proposal conference, the Purchasing Division will accept questions and/or comments in writing, received by e-mail regarding this RFP as follows:

Questions must reference the identifying RFP number and be addressed to the State of Nevada, Purchasing Division, Attn: Lyn Callison, Purchasing Officer, e-mailed to svrpurch@purchasing.state.nv.us. The deadline for submitting questions is November 3, 2008, at 5:00 p.m., Pacific Time. All questions and/or comments will be addressed in writing and responses e-mailed or faxed to prospective vendors on or about November 12, 2008. Please provide company name, address, phone number, e-mail address, fax number, and contact person when submitting questions.

- 7.2 RFP Timeline

<i>TASK</i>	<i>DATE/TIME</i>
Deadline for submitting questions	November 3, 2008 @ 5:00p.m.
Answers to all questions submitted available on or about	November 12, 2008
Deadline for submittal of Reference Questionnaires	December 14, 2008 @ 5:00 p.m.
<u>Deadline for submission and opening of proposals</u>	<u>December 15, 2008 @ 2:00 p.m.</u>
Evaluation period	December 15 – January 15
Selection of vendor	On or about January 15, 2008

NOTE: These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time, with appropriate notice to prospective vendors.

- 7.3 Proposal submission requirements:

7.3.1 Vendors shall submit their response in three (3) parts as designated below:

Part I: Technical Proposal

One (1) original marked “MASTER”

Seven (7) identical copies

One (1) identical copy on CD (**Note:** CD must be labeled accordingly and in a case.)

THE TECHNICAL PROPOSAL MUST INCLUDE A SEPARATE TAB/SECTION LABELED “**STATE DOCUMENTS**” WHICH SHALL INCLUDE:

- Page 1 of RFP
- All Amendments to the RFP
- All Attachments requiring signature
- Certificate of Insurance

Technical Proposal must not include cost or confidential information.

Technical Proposal shall be submitted to the State in a sealed package and be clearly marked:

“Technical Proposal in Response to RFP No. 1737”

Part II: Cost Proposal:

One (1) original marked “MASTER”

Seven (7) identical copies

One (1) identical copy on CD (**Note:** CD must be labeled accordingly and in a case.)

Cost Proposal shall be submitted to the State in a sealed package and be clearly marked:

“Cost Proposal in Response to RFP No. 1737”

Part III: Confidential Information:

One (1) original marked “MASTER”

One (1) identical copy

Note: Confidential information should only contain the information identified in section 4.1.13, and will not be distributed to the evaluation committee members. Confidential information will be used in the analysis of financial stability and litigation history, of which the findings will be reported to the evaluation committee.

Information relating to vendor’s technical response that is included in the confidential information submittal **will not** be included in the evaluation process unless conformance with NRS section 333.333 is demonstrated in writing, the material is clearly and specifically noted for use by the evaluation committee and the appropriate number of copies provided.

If the separately sealed proposal, marked as required above, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked:

“Confidential Information in Response to RFP No. 1737”

If the separately sealed proposal, marked as required above, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked:

REQUEST FOR PROPOSAL NO.: 1737

PROPOSAL OPENING DATE: December 15, 2008 @ 2:00 p.m.

FOR: Occupational Health Services

7.3.2 **Proposal must be received at the address referenced below no later than 2:00 p.m. Pacific Time, December 15, 2008.** Proposals that do not arrive by proposal opening time and date WILL NOT BE ACCEPTED. Vendors may submit their proposal any time prior to the above stated deadline.

7.3.3 **Proposal shall be submitted to:**

State of Nevada, Purchasing Division
Lyn Callison, Services Purchasing
515 E. Musser Street, Suite 300
Carson City, NV 89701

- 7.4 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail or telephone proposals will **NOT** be considered; however, at the State’s discretion, the proposal may be submitted all or in part on electronic media, as requested within the RFP document. Proposal may be modified by facsimile, e-mail or written notice provided such notice is received prior to the opening of the proposals.
- 7.5 Although it is a public opening, only the names of the vendors submitting proposals will be announced NRS §333.335(6). Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two days in advance of the opening.
- 7.6 If discrepancies are found between two or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one copy of the proposal is not clearly marked “MASTER,” the State may reject the proposal. However, the State may at its sole option, select one copy to be used as the master.
- 7.7 For ease of evaluation, the proposal should be presented in a format that corresponds to and references sections outlined within this RFP and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed. Exceptions to this will be considered during the evaluation process.
- 7.8 If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with submittal instructions

and specific references made to the tab, page, section and/or paragraph where the confidential information can be located.

- 7.9 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 7.10 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 7.11 The proposal must be signed by the individual(s) legally authorized to bind the vendor, see NRS §333.337.
- 7.12 For ease of responding to the RFP, vendors are encouraged, but not required, to request an electronic copy of the RFP. Electronic copies are available in the following formats: Word 2003 via e-mail, diskette, or on the State Purchasing Division's website in PDF or Word format at <http://purchasing.state.nv.us>. When requesting an RFP via e-mail or diskette, vendors should contact the Purchasing Division for assistance. In the event vendors choose to receive the RFP on CD, the vendor will be responsible for providing a blank CD; unless vendors provide a Federal Express, DHL, etc. account number and appropriate return materials, the CD will be returned by first class U.S. mail.
- 7.13 Vendors utilizing an electronic copy of the RFP in order to prepare their proposal should place their written response in ***an easily distinguishable font*** immediately following the applicable question.
- 7.14 ***For purposes of addressing questions concerning this RFP, the sole contact will be the Purchasing Division. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal NAC §333.155(3).*** This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- 7.15 Vendor who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Purchasing Division. To be considered, a request for review must be **received** no later than the deadline for submission of questions.

The Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP.

Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the

requirements.

- 7.16 If a vendor changes any material RFP language, vendor's response may be deemed non-responsive. NRS §333.311.
- 7.17 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals, which do not contain the requisite licensure, may be deemed non-responsive. However, this does not negate any applicable Nevada Revised Statute (NRS) requirements.

8. PROPOSAL EVALUATION AND AWARD PROCESS

- 8.1 Proposals shall be consistently evaluated and scored in accordance with NRS §333.335(3) based upon the following criteria:

- Expertise and availability of key personnel
- Demonstrated competence
- Experience in performance of comparable engagements
- Statewide Capability
- On-Site Capability
- Reasonableness of cost
- Conformance with the terms of this RFP
- Other Factors Deemed Relevant to Determining Best Value for the State

Note: Financial stability will be scored on a pass/fail basis

Proposals shall be kept confidential until a contract is awarded.

- 8.2 The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada NRS § 333.335(5)
- 8.3 Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State 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. See generally, NRS §333.335.
- 8.4 Clarification discussions may, at the State's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive NAC §333.165. Vendors

shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.

- 8.5 A Notification of Intent to Award shall be issued in accordance with NAC §333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.
- 8.6 Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 284.173).

9. TERMS, CONDITIONS AND EXCEPTIONS

- 9.1 Performance of vendors will be rated semi-annually following contract award and then annually for the term of the contract by the using State agency in six categories: customer service; timeliness; quality; technology; flexibility; and pricing. Vendors will be notified in writing of their rating.
- 9.2 In accordance with Nevada Revised Statute 333.336, if a vendor submitting a proposal in response to this solicitation is a resident of another state, and with respect to contracts awarded by that state, applies to vendors who are residents of that state a preference, which is not afforded to vendors or contractors who are residents of the State of Nevada, the State of Nevada, Purchasing Division shall, insofar as is practicable, increase the out of state vendor's proposal by an amount that is substantially equivalent to the preference that the other state of which the vendor is a resident denies to vendors or contractors who are residents of the State of Nevada.
- 9.3 This procurement is being conducted in accordance with NRS chapter 333 and NAC chapter 333.
- 9.4 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 9.5 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 9.6 The State reserves the right to reject any or all proposals received prior to contract award (NRS §333.350).

- 9.7 The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS §333.335).
- 9.8 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 9.9 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the vendor's standard contract language. The omission of these documents renders a proposal non-responsive.
- 9.10 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 9.11 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 9.12 Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter §281 and NRS Chapter §284.
- 9.13 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS §333.350(3).
- 9.14 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or prospective vendor. Collaboration among competing vendors about potential proposals submitted pursuant to this RFP is prohibited and may disqualify the vendor.
- 9.15 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 9.16 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.
- 9.17 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposal or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.

- 9.18 All proposals submitted become the property of the State, selection or rejection does not affect this right; proposals will be returned only at the State's option and at the vendor's request and expense. The master technical proposal, the master cost proposal and Confidential Information of each response shall be retained for official files. Only the master technical and master cost will become public record after the award of a contract. The failure to separately package and clearly mark Part III – which contains Confidential Information, Trade Secrets and/or Proprietary Information shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.
- 9.19 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded vendor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded vendor's obligations.
- 9.20 The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 9.21 The awarded vendor must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to this RFP. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

Notwithstanding any other requirement of this section, the State reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies required by the below-stated Insurance Schedule. It will be the awarded vendor's responsibility to recommend to the State alternative methods of insuring the contract. Any alternatives proposed by a vendor should be accompanied by a detailed explanation regarding the vendor's inability to obtain insurance coverage as described below. The State shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

- 9.22 Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and

whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.

- 9.23 The State will not be liable for Federal, State, or Local excise taxes NRS §372.325.
- 9.24 Attachment B of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment C contract form and all terms and conditions therein, except such terms and conditions that the vendor expressly excludes. Exceptions will be taken into consideration as part of the evaluation process.
- 9.25 The State reserves the right to negotiate final contract terms with any vendor selected NAC §333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded vendor's proposal, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 9.26 Vendor understands and acknowledges that the representations above are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentation shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- 9.27 No announcement concerning the award of a contract as a result of this RFP can be made without the prior written approval of the State.
- 9.28 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 9.29 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and chapter 333 of the Nevada Administrative Code.
- 9.30 Local governments (as defined in NRS §332.015) are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS §332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.
- 9.31 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. §1352.

10. **SUBMISSION CHECKLIST**

This checklist is provided for vendor's convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any proposals received without these requisite documents may be deemed non-responsive and not considered for contract award.

Part I:

Completed

1. Required number of Technical proposals (per Submittal Instructions) _____

2. **Required Forms to be submitted with technical proposal under section/tab labeled "State Documents";** _____

a. Page 1 of the RFP completed _____

b. All Amendments completed and signed _____

c. Primary Vendor Attachments A & B signed _____

d. Subcontractor Attachment A & B signed (if applicable) _____

e. Primary Vendor Information provided _____

f. Subcontractor Information provided (if applicable) _____

g. Certificate of Insurance _____

h. (other) _____

Part II:

1. Required number of Cost proposals (per Submittal Instructions) _____

2. (other) _____

Part III:

1. Required number of Confidential Information (per Submittal Instructions and defined in Acronyms/Definitions) _____

2. Financial Information _____

REMINDERS:

1. Send out Reference forms for Primary Vendor (with Part A completed) _____

2. Send out Reference forms for Subcontractors (with Part A completed) (if applicable) _____

Attachment A
CONFIDENTIALITY OF PROPOSALS AND
CERTIFICATION OF INDEMNIFICATION
PRIMARY VENDOR

Submitted proposals, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “confidential” **will not** be accepted by the State of Nevada. Pursuant to NRS §333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors’ technical and cost proposals become public information. In accordance with the Submittal Instructions of this document, vendors are requested to submit confidential information in a separate envelope or binder marked “**confidential**.”

The State will not be responsible for any information contained within the proposal should vendors not comply with the labeling and packing requirements, proposals will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains either Confidential Information, Trade Secrets and/or Proprietary information as defined in Section 2 “ACRONYMS/DEFINITIONS.”

YES _____

NO _____

SIGNATURE _____
Primary Vendor

Date

PRINT NAME _____
Primary Vendor

This document must be submitted in the “State Documents” section/tab of vendors’ technical proposal

Attachment A
CONFIDENTIALITY OF PROPOSALS AND
CERTIFICATION OF INDEMNIFICATION
SUBCONTRACTOR

Submitted proposals, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “confidential” **will not** be accepted by the State of Nevada. Pursuant to NRS §333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors’ technical and cost proposals become public information. In accordance with the Submittal Instructions of this document, vendors are requested to submit confidential information in a separate envelope or binder marked “**confidential**.”

The State will not be responsible for any information contained within the proposal should vendors not comply with the labeling and packaging submission requirements, proposal will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposal that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains either Confidential Information, Trade Secrets and/or Proprietary information as defined in Section 2 “ACRONYMS/DEFINITIONS.”

YES_____

NO_____

SIGNATURE _____
Subcontractor

Date

PRINT NAME _____
Subcontractor

This document must be submitted in the “State Documents” section/tab of vendors’ technical proposal

Attachment B
CERTIFICATION OF COMPLIANCE WITH
TERMS AND CONDITIONS OF RFP
PRIMARY VENDOR

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal.

Checking “YES” indicates acceptance of all terms and conditions, while checking “NO” denotes non-acceptance and vendor’s exceptions should be detailed below. In order for any exceptions to be considered they **MUST** be documented.

YES _____ I agree. NO _____ Exceptions below:

SIGNATURE _____
Primary Vendor

Date

PRINT NAME _____
Primary Vendor

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)

Attach additional sheets if necessary. Please use this format.

This document must be submitted in the “State Documents” section/tab of vendors’ technical proposal
--

Attachment C

CONTRACT FORM

The following State Contract Form is provided as a courtesy to vendors interested in responding to this RFP. Please review the terms and conditions in this form, as this is the standard contract used by the State for all services of independent contractors. It is not necessary for vendors to complete the Contract Form with their proposal responses.

All vendors are required to submit a Certificate of Insurance in the “State Documents tab/section of their technical proposal identifying the coverages and minimum limits currently in effect.

Please pay particular attention to the insurance requirements, as specified in paragraph 16 and Attachment BB of the attached contract.

As with all other requirements of this RFP, vendors may take exception to any of the terms in the Contract Form, including the required insurance limits. Exceptions will be considered during the evaluation process.

Unless specified as above, the insurance minimum limits will be negotiated at the time the State issues a Letter of Intent to Award.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTORA Contract Between the State of Nevada
Acting By and Through Its

(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF CONTRACTING AGENCY)

and

(NAME, CONTACT PERSON, ADDRESS, PHONE, FACSIMILE NUMBER OF INDEPENDENT CONTRACTOR)

WHEREAS, NRS 284.173 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners, services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.

3. **CONTRACT TERM.** This Contract shall be effective from _____ subject to Board of Examiners' approval (anticipated to be _____) to _____, unless sooner terminated by either party as specified in paragraph ten (10).

4. **NOTICE.** Unless otherwise specified, termination shall not be effective until ____ calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

5. **INCORPORATED DOCUMENTS.** The parties agree that the scope of work shall be specifically described. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: STATE SOLICITATION OR RFP # _____ and AMENDMENT(S) # _____;

ATTACHMENT BB: INSURANCE SCHEDULE; AND

ATTACHMENT CC: CONTRACTOR'S RESPONSE

A Contractor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost of \$ _____ per _____ (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: _____, not to exceed \$ _____. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. **TIMELINESS OF BILLING SUBMISSION.** The parties agree that timeliness of billing is of the essence to the contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the State no later

than the first Friday in August of the same year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Contractor.

9. INSPECTION & AUDIT.

- a. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
- b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.
- c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

- a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.
- b. State Termination for Non-appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
 - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - vi. If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph four (4), and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:
 - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

- ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
- iv. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph twenty-one (21).

11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation one hundred and twenty-five dollars (\$125.00) per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.

12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. **INDEMNIFICATION.** To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. **INDEPENDENT CONTRACTOR.** Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the State. The State and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

		<u>Contractor's Initials</u>	
		YES	NO
1.	Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?	_____	_____
2.	Will the Contracting Agency be providing training to the independent contractor?	_____	_____
3.	Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?	_____	_____

4. Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada? _____
5. Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)? _____
6. Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform? _____
7. Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State? _____

16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the State, must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in Attachment BB, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
- 2) The State has approved the insurance policies provided by the Contractor.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in Attachment BB, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until:

1. Final acceptance by the State of the completion of this Contract; or
 2. Such time as the insurance is no longer required by the State under the terms of this Contract;
- Whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

General Requirements:

- a. **Additional Insured:** By endorsement to the general liability insurance policy evidenced by Contractor, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- b. **Waiver of Subrogation:** Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.
- c. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- e. **Policy Cancellation:** Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown on page one (1) of this contract:
- f. **Approved Insurer:** Each insurance policy shall be:

- 1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
- 2) Currently rated by A.M. Best as "A-VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the contracting State agency:

- 1) **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized insurer to bind coverage on its behalf. The state project/contract number; description and contract effective dates shall be noted on the certificate, and upon renewal of the policies listed Contractor shall furnish the State with replacement certificates as described within Insurance Coverage, section noted above.

Mail all required insurance documents to the State Contracting Agency identified on page one of the contract.

- 2) **Additional Insured Endorsement:** An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85) , signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per **General Requirements**, subsection a above.
- 3) **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.

21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the

State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection.

22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract:

- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. **WARRANTIES.**

- a. **General Warranty.** Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
- b. **System Compliance.** Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multi-century formulas and data values and date data interface values that reflect the century.

27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. **GOVERNING LAW; JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

29. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless

an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature	Date
------------------------------------	------

Independent's Contractor's Title

Signature
Date

Title _____

Signature
Date

Title _____

Signature
Date

Title

Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On _____
(Date)

Deputy Attorney General for Attorney General

On _____
(Date)

Form Approved 05/08/02
Revised 11/07

ATTACHMENT BB INSURANCE SCHEDULE

INDEMNIFICATION CLAUSE:

Contractor shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation Statutory

Employers' Liability

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

a. Policy shall contain a waiver of subrogation against the State of Nevada.

b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

3. **Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim \$5,000,000

Annual Aggregate \$5,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the State of Nevada, Department (Division) of _____ is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **(State agency Representative's Name & Address)**.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(State Agency Representative's Name and Address)**. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Risk Management Division or the Attorney General's Office, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature

Date

Independent's Contractor's Title

Signature- State of Nevada

Date

Title

Attachment BB Page 1 of 2

RMIns rev 03/08

Attachment D

REFERENCE QUESTIONNAIRE

The State of Nevada, as a part of the RFP process, requires proposing vendors to submit business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The proposing vendor or subcontractor is required to complete Part A and send the following reference form to each business reference listed for completion of Part B. The business reference, in turn, is requested to submit the Reference Form directly to the State of Nevada, Purchasing Division by the requested deadline for inclusion in the evaluation process. The business reference may be contacted for validation of the response.



RFP # 1737 REFERENCE QUESTIONNAIRE FOR: Occupational Health Services

Part A:

(Name of company requesting reference)

- ☐ As Primary Vendor
☐ As Subcontractor of _____
Name of Primary Vendor

Part B:

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of Nevada, Purchasing Division, via e-mail at rvpurch@purchasing.state.nv.us or facsimile at (775) 684-0188, no later than **December 14, 2008 @ 5:00 p.m.**, and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State of Nevada Purchasing Division, Services Procurement Section by telephone at (775) 684-0170 or by e-mail at rvpurch@purchasing.state.nv.us. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?
COMMENTS:
2. How would you rate this firm's knowledge and expertise?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:
3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
Name: _____ Rating: _____
Name: _____ Rating: _____
Name: _____ Rating: _____
Name: _____ Rating: _____
COMMENTS:

7. How satisfied are you with the products developed by the vendor?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?
COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?
COMMENTS:

10. Would you recommend this vendor's services to your organization again?
COMMENTS:

Attachment E

SAMPLE SCORE SHEET

STATE OF NEVADA, PURCHASING DIVISION
RFP 1737
Occupational Health Services
Proposal Opening Date: December 15, 2008

VENDOR NAME: _____

Evaluator Initials: _____

Item	Evaluation Criteria	Weight	Score (1-10)	Revised Score (1-10)	Reason of Revision
1.	Expertise and Availability of Key Personnel				
2.	Demonstrated Competence				
3.	Experience in Performance of Comparable Engagement				
4.	Statewide Capability				
5.	On-Site Capability				
6.	Reasonableness of Cost				
7.	Conformance with the Terms of the RFP				
8.	Other Factors Deemed Relevant to Determining Best Value for the State				
	Total				

After reading vendor proposals, assign a score for each criterion above between 1 and 10, with 1=Poor and 10=Excellent. The Revised Score column should be left blank until the scheduled evaluation meeting.

Below is a brief description of the issues related to each factor.

1. Expertise and availability of key personnel. Is the staff that will be assigned to this project by the vendor the best qualified to complete the tasks? Will they be available to insure completion of the project? Will they be available for follow-up issues? Is sufficient staff assigned to handle these duties? Is there a Nevada office or contact person? Will assigned staff respond to issues within a reasonable amount of time?

2. Demonstrated competence. Did the vendor provide sufficient data to convince you that it will do a good job for the State? Was the proof compelling? Are you confident that this vendor has the knowledge, skills and abilities to perform all its tasks well? Will the vendor's resources be adequate to serve the State's needs? Does the vendor suggest new ways to enhance performance? Does the vendor have the flexible capacity to handle all the needs of the State as they continue to change? Did the vendor present sufficient performance history to convince you of its ability? Has the vendor been in business long enough to provide good stability? Has the vendor experienced ownership changes that would impact its services? Has there been any censure or litigation history?

3. Experience in performance of comparable engagements. Does the vendor have prior experience that will ensure all the skills necessary to perform tasks well? Did the vendor have success in other work for a private or governmental entity? Does the vendor's previous work convince you of its successful completion of these duties? Has the vendor provided adequate references?

4. Statewide Capability. Did the vendor provide a detailed listing service locations? Do the locations meet the State of Nevada's needs? Does the vendor offer an easy plan for the coordination of services in rural areas?

5. On-Site Capability. Has the vendor shown the ability to perform all requested services in all proposed locations?

6. Reasonableness of cost. Has the vendor established a cost that is reasonable for the project? Is the State of Nevada receiving good value for its dollars? Does the fee appear cost-effective? Are the costs reasonable compared to the competition? Will there be any additional costs or other ongoing expenses?

7. Conformance with the terms of this RFP. Did the vendor's proposal provide all the necessary information requested in the RFP in a professional manner? Did the proposal cause doubt regarding its ability to complete the necessary tasks? Was the proposal easy to understand and did it provide answers to questions, or create more questions?

8. Other factors deemed relevant to determine best value for the state. Did the vendor include any points that would make their proposal a better value to the state? Is something important missing from their proposal that is an important factor to the service the state is requesting?

Attachment F

State of Nevada Heart and Lung Physical Examination
--

NAME_____ AGENCY_____ DATE_____

Height (in)_____ Weight (lbs)_____ BMI_____ Sex: Male Female

Temp_____ Pulse_____ Resp_____ (BP Sitting)_____

Visual Acuity: O.D._____ O.S._____ O.U._____ Corrected? Yes No

		RESULT		DESCRIPTION
EYES	Fundi	NL	ABN	
EARS	TM's	NL	ABN	
NECK	Thyroid	NL	ABN	
	Carotids	NL	ABN	
	Bruits	NL	ABN	
HEART	Rhythm	Reg	Irreg	
	Murmurs	Yes	No	
	S3 or S4	Yes	No	
LUNGS	Rales	Yes	No	
	Ronchi	Yes	No	
	Wheezes	Yes	No	
EXTREMITIES	Pulses	NL	ABN	
	Clubbing	Yes	No	
	Edema	Yes	No	
	Cyanosis	Yes	No	

Attachment G

STATE OF NEVADA FIREMEN AND POLICE MEDICAL HISTORY FORM

NAME _____ DOB _____ AGE _____ SEX _____

AGENCY _____ JOB CLASSIFICATION _____

If the answer to any of the questions is "Yes" please explain in the space provided on the reverse side.

1. Have you or any of your immediate family (father, mother, sisters or brother) ever had any of the following:

RELATIONSHIP

____ Yes ____ No Allergies (asthma, hay fever, bronchitis, skin rash, eczema) _____

____ Yes ____ No Eye Trouble (other than corrective vision) _____

____ Yes ____ No Blood pressure trouble _____

____ Yes ____ No Heart trouble _____

____ Yes ____ No Diabetes _____

____ Yes ____ No Stroke _____

____ Yes ____ No Gout _____

____ Yes ____ No Tuberculosis _____

____ Yes ____ No Rheumatic Fever _____

____ Yes ____ No Cancer _____

2. ____ Yes ____ No Have you ever had trouble with your heart or been told that you had trouble with your heart?

3. ____ Yes ____ No Have you ever been treated for high blood pressure or been told that your blood pressure was not normal?

4. ____ Yes ____ No In the past five years, have you ever been hospitalized overnight for any reason?

5. ____ Yes ____ No In the past twelve month, have you seen a doctor for anything other than routine checkups?

6. ____ Yes ____ No In the past twelve months have you sought any psychological therapy or counseling?

7. ____ Yes ____ No Have you ever been treated for or told that you have a disease of the lungs?

8. ____ Yes ____ No Have you experienced prolonged shortness of breath?

9. ____ Yes ____ No Do you have a persistent cough or long episodes of coughing?

SIGNATURE _____ DATE _____

Attachment H

STATE OF NEVADA POLICE - FIREFIGHTER PHYSICAL EXAM PHYSICIAN REPORT OF RESULTS

Screening Test	Normal	Abnormal/Explain
Blood Pressure		
Chest X-ray		
BMI _____ Waist Circum(“) _____		
Lipid/Blood Chem. Panel Chol _____ HDL _____ LDL _____ TG _____		
Blood Glucose		
Audiogram		
Pulmonary Function		
Resting EKG		
Stress EKG-MET Level _____		
T.B. Skin Test		Place read 48-72HRS@ _____ location Not Placed
Urine Nicotine		

Employee Name: Agency: Panel: Date: Job Classification: Location:

Predisposing Risk Factors Identified

None FamilyHx Heart Disease (father/brother before 55 or mother/sister before 65) Smoker Diabetes Obesity Age (M>45 F>55) HTN HDL<40 LDL Trig Physically Deconditioned Prior CAD or Stroke

Guidelines for treatment of obesity & elevated lipids follow National Institute of Health & National Heart, Lung and Blood Institute recommendations: www.nhlbi.nih.gov

YOU ARE ORDERED TO TAKE THE FOLLOWING ACTION(S) TO CORRECT PREDISPOSING RISK FACTORS

_____ Follow up with your primary doctor to _____ Adopt a heart healthy diet/ex. program to help improve lipid profile

discuss treatment options _____ Stop the use of all tobacco products _____ Control your diabetes (*HgbA1C* <7) _____ Control your blood pressure (<140/90) _____ Lose _____ lbs. to bring your BMI/waist circum. to within normal limits _____ Lower your LDL to ≤ _____

Fit For Duty _____ Not Fit For Duty-Medical Condition _____ Not Fit For Duty-Physical Condition _____ Cleared medically for respiratory fit testing _____ Work Restrictions:

Comments:

Pursuant to NRS § 617.455-457, Sub. 6. Failure to correct predisposing conditions which lead to heart or lung disease when so ordered in writing by the examining physician subsequent to annual examinations excludes the employee from benefits of this section if the correction is within the ability of the employee. I have read the above noted NRS and have discussed any predisposing condition(s) with the evaluating physician. I fully understand that it is my responsibility to correct these conditions as directed by the evaluating physician.

Employee Signature: Date: Physician Signature: Date:

Physicals performed on police/fireman by health care providers for the State of Nevada are for the exclusive purpose of satisfying the statutory requirements of NRS § 617.455-457 for heart and lung diseases and hearing loss evaluation. These physical examinations do not constitute a complete health physical. Employees continue to be responsible for making arrangements with private health care providers and take whatever action may be necessary to detect and prevent other diseases.

Attachment I

PROJECTED HEART/LUNG PHYSICALS FOR YEARS 2010 – 2013 **

Actual numbers may vary

Nevada Department of Corrections

North	= 800
South	= 1150
Rural	= 700

Nevada Division of Investigations

North	= 38
South	= 21

Parole and Probation

North	= 105
South	= 145

Dept. of Motor Vehicles

North	= 14
South	= 18
Rural	= 1

Lakes Crossing

North	= 74
-------	------

State Fire Marshal

North	= 10
South	= 3
Rural	= 3

Nevada Division of Forestry

North	= 39
South	= 43
Rural	= 58
Volunteers (per year) –mostly rural north	=109

Nevada Department of Wildlife

North	= 13
South	= 16
Rural	= 10

Nevada Highway Patrol

North	= 162
South	= 247
Rural	= 78

	Office of the Military	
North		= 8

	University of Nevada Reno/ Truckee Meadows Community College	
North		= 30

	Total	3895
	North	1293
	South	1643
Rural	959	

Attachment J

PHYSICAL EXAMS

Panel 1 - Baseline Exam(1st Year) and/or Pre-Hire Exam

State of Nevada Medical History Form

**Job Specific Medical History Form (to be determined by vendor for pre-hire exams only)

Audiometry with interpretation (identify air conduction or pure tone test)

Blood Pressure Monitoring

Chest X-Ray (1 View)

Coronary Risk II (CBC + Chem Panel + HDL + LDL)

Heart and Lung Physical Exam

Resting EKG

**** Stress EKG (If 2 or more risk factors for heart disease identified)**

****EBT Heart Scan (only if employee worked previously as a police/correctional officer or fireman)**

Pulmonary Function Test (Spirometry)

TB Skin Test

Urinalysis

Nicotine Test with Quant Levels

Per-Cent Body Fat (BMI Method)/Waist Circumference

Vision Screening

State of Nevada Physician's Report of Results Form

Written Report to Agency and Employee (required)

Note: Written report must document rationale in regard to whether or not a Stress EKG test or EBT heart scan was administered and document whether or not the employee worked for another police/fire or correctional jurisdiction)

Hepatitis ABC Antibody Screening

Hepatitis B Inoculation Series, if indicated-Vendor must provide employee with a card identifying status and dates of inoculations

Panel 3 - General Heart/Lung Exam (Over 5 years of Service)

State of Nevada Medical History Form

Heart and Lung Physical Exam

Audiometry with interpretation (identify air conduction or pure tone test)

Blood Pressure Monitoring

Chest X-Ray (2 View)-radiologist over-read

Coronary Risk II (CBC + Chem Panel + HDL + LDL)

*A1C – If employee has documented Type 1 Diabetes from their prior exam

Per-Cent Body Fat (BMI Method)

Stress EKG

Pulmonary Function Test (Spirometry)

TB Skin Test (Exception: Department of Corrections employees do not receive)

Urinalysis

Nicotine Test with Quant Levels

State of Nevada Physician's Report of Results Form

Vision Screening
Written Report to Agency and Employee (optional)
Other Tests to confirm or rule out heart or lung disease if indicated-Vendor to list additional tests and related cost
**CDL or HAZ MAT Exams ** (Optional Service)
**Work Capacity Readiness Form-Division of Forestry only (form to be provided)

Panel 4 - Lung/Hearing Exam -Department of Corrections only- 3rd year of Service Only

State of Nevada Medical History Form
Audiometry with interpretation (identify air conduction or pure tone test)
Chest X-Ray (1 View)
Pulmonary Function Test (Spirometry)
Lung Exam (Physical)
State of Nevada Physician Report of Results Form

Panel 5 - Volunteer Firefighter Exam - (Baseline-Every Even-Numbered year)

State of Nevada Medical History Form
Heart and Lung Physical Exam
Audiometry with interpretation (identify air conduction or pure tone test)
Blood Pressure Monitoring
Resting EKG
Chest X-Ray (1 View)
Coronary Risk II (CBC + Chem Panel + HDL + LDL)
Pulmonary Function Test (Spirometry)
Per-Cent Body Fat (BMI Method)/Waist Circumference
Urinalysis
Nicotine Test with Quant Levels
TB Skin Test
Vision Screening
State of Nevada Physician's Report of Results Form
Written Report to Agency and Employee (optional)
Hepatitis B Inoculation Series (First year only, if indicated)

**Some Exams may require a CDL Exam or a HAZMAT exam –the individual agencies are responsible to identify which exams need to have these additional exams performed.
Vendors must identify the cost of these additional services when performed in conjunction with these annual exams and list the cost for these exams if they are performed independent from these annual physical exams.

Attachment K

RISK FACTOR LEVELS FOR VARIOUS CONDITIONS – PER THE AMERICAN HEART ASSOCIATION (AHA) AND NATIONAL HEART LUNG AND BLOOD INSTITUTE (NHLBI)

BLOOD PRESSURE LEVELS

CATEGORY	SYSTOLIC		DIASTOLIC
Prehypertension	120-139	or	80-89
Stage 1 Hypertension	140-159	or	90-99
Stage 2 Hypertension	Over 160	or	Over 100

140/90 AND HIGHER MUST BE ORDERED TO CORRECT/LOWER

CHOLESTEROL LEVELS VARIOUS LEVELS INDICATE WHEN TO ORDER TO CORRECT/LOWER

Total Cholesterol Levels

Total Cholesterol Level	Category
Less than 200 mg/dl	Desirable
200 – 239 mg/dl	Borderline High
240 mc/dl and above	High

Total Cholesterol Levels:

200 – 239 MUST BE ORDERED TO CORRECT/LOWER WHEN LOW-DENISTY LIPOPROTEIN (LDL), HIGH-DENSITY LIPOPROTEIN (HDL) OR TRIGLYCERIDES ARE NOT AT DESIRABLE LEVELS.

240 AND HIGHER MUST BE ORDERED TO CORRECT/LOWER.

LDL Levels

LDL Cholesterol Level	Category
Less than 100 mg/dl	Optimal

100 – 129 mg/dl	Near optimal
130 – 159 mg/dl	Borderline High
160 – 189 mg/dl	High
190 mg/dl and above	Very High

LDL Levels:

100 AND HIGHER MUST BE ORDERED TO CORRECT/LOWER WHEN THERE IS CHD OR CHD RISK EQUIVALENTS AND/OR DIABETES

130 AND HIGHER MUST BE ORDERED TO CORRECT/LOWER IF 2 OR MORE RISK FACTORS PRESENT

160 AND HIGHER MUST BE ORDERED TO CORRECT/LOWER WHEN THERE IS ZERO TO 1 RISK FACTOR PRESENT

Triglycerides Levels

Triglycerides Level	Category
Less than 150 mg/dl	Normal
150 – 199 mg/dl	Borderline High
200 – 499 mg/dl	High
500 mg/dl and above	Very High

Triglycerides Levels:

150 AND HIGHER MUST BE ORDERED TO CORRECT/LOWER WHEN THERE IS ELEVATED LDL, LOW HDL AND/OR OTHER RISK FACTORS PRESENT

HDL Levels

HDL Levels	Category
Over 40	Men
Over 50	Women

HDL Levels:

LESS THAN 40 IN MEN MUST BE ORDERED TO CORRECT/RAISE

LESS THAN 50 IN WOMEN MUST BE ORDERED TO CORRECT/RAISE

FASTING BLOOD GLUCOSE

Fasting Blood Glucose	Category
70 – 99 mg/dl	Normal fasting glucose
100 – 125 mg/dl	Impaired fasting glucose (prediabetes)
126 mg/dl and above	Diabetes

Fasting Blood Glucose Levels:**100 AND HIGHER MUST BE ORDERED TO CORRECT/LOWER****DIABETES – A1C, BLOOD PRESSURE, LDL, HDL AND TRIGLYCERIDES
LEVELS PER THE AMERICAN DIABETES ASSOCIATION (ADA) AND
AMERICAN COLLEGE OF ENDOCRINOLOGY (ACE)**

Values	ADA	ACE
A1C	Less than 7%	Less than 6.5%
Before Meals	90 – 130 mg/dl	Less than 110 mg/dl
1-2 hours After Meals	Less than 180 mg/dl	Less than 140 mg/dl
Blood Pressure	Less than 130/88 mmHg	Less than 130/85 mmHg
LDL Cholesterol	Less than 100 mg/dl	Less than 100 mg/dl
Triglycerides	Less than 150 mg/dl	Less than 150 mg/dl
HDL Cholesterol	Greater than 40 mg/dl	Greater than 45 mg/dl

BODY MASS INDEX (BMI) AND WAIST CIRCUMFERENCE LEVELS

BMI	
18.5 – 24.9	Normal Weight
25.0 – 29.9	Overweight
30.0 – 39.9	Obese
40.0 and above	Extreme Obesity

Waist Circumference	
Men	40 inches and higher
Women	35 inches and higher

FOR MEN:**BMI OF 25 – 29 THE EMPLOYEE MUST BE ORDERED TO LOSE WEIGHT TO BRING THEIR BMI DOWN TO A NORMAL WEIGHT. IF THE BMI IS ELEVATED DUE TO MUSCLE MASS THAT MUST BE IDENTIFIED.****BMI OF 30 AND HIGHER AND WAIST CIRCUMFERENCE OF 40 AND HIGHER WILL BE IDENTIFIED AS BEING OBESE AND MUST BE ORDERED TO LOSE WEIGHT AND SEEK MEDICAL ATTENTION FROM THE PERSONAL HEALTH CARE PROVIDER****FOR WOMEN:**

BMI OF 25 – 29 THE EMPLOYEE MUST BE ORDERED TO LOSE WEIGHT TO BRING THEIR BMI DOWN TO A NORMAL WEIGHT. IF THE BMI IS ELEVATED DUE TO MUSCLE MASS THAT MUST BE IDENTIFIED.

BMI OF 30 AND HIGHER AND WAIST CIRCUMFERENCE OF 35 AND HIGHER WILL BE IDENTIFIED AS BEING OBESE AND MUST BE ORDERED TO LOSE WEIGHT AND SEEK MEDICAL ATTENTION FROM THE PERSONAL HEALTH CARE PROVIDER

AHA/NHLBI RECOMMENDS THAT THE METABOLIC SYNDROME BE IDENTIFIED AS PRESENCE OF THREE OF MORE OF THESE COMPONENTS:

Risk Factor	Defining Level
Elevated Waist Circumference	Men – Equal to or greater than 40 Inches
Elevated Waist Circumference	Women – Equal to or greater than 35 inches
Elevated Triglycerides	Equal to or greater than 150 mg/dl
Reduced HDL	Men – Less than 40 mg/dl
Reduced HDL	Women – Less than 50 mg/dl
Elevated Blood Pressure	Equal to or greater than 130/85 mm Hg
Elevated Fasting Blood Glucose	Equal to or greater than 100 mg/dl

IF AN EMPLOYEE IS IDENTIFIED WITH THREE OF MORE OF THE ABOVE COMPONENTS IT MUST BE DOCUMENTED THAT THEY ARE AT RISK FOR METABOLIC SYNDROME AND THEY MUST BE ORDERED TO SEEK APPROPRIATE TREATMENT THROUGH THEIR PERSONAL HEALTH CARE PROVIDER.

NICOTINE LEVELS

A COMBINED TOTAL OF URINE NICOTINE AND COTININE CONCENTRATIONS GREATER THAN 200 NG/ML INDICATES ACTIVE USE OF A NICOTINE CONTAINING PRODUCT (TOBACCO OR SMOKING CESSATION PRODUCT).

AN EMPLOYEE WITH A POSITIVE NICOTINE AND COTININE LEVEL OF OVER 200 NG/ML MUST BE ORDERED TO STOP THE USE OF ALL TOBACCO PRODUCTS EVEN IF THEY ARE USING SMOKING CESSATION PRODUCTS. IF THEY ARE USING SMOKING CESSATION PRODUCTS THEY MUST BE ORDERED TO BE OFF ALL NICOTINE PRODUCTS BY THEIR NEXT PHYSICAL.

URINE CONCENTRATIONS LESS THAN 200 NG/ML COULD BE CONSISTENT WITH PASSIVE EXPOSURE TO TOBACCO SMOKE.

AN EMPLOYEE WITH A POSITIVE NICOTINE AND COTININE LEVEL OF LESS THAN 200 NG/ML AND HAVE ANSWERED YES TO SMOKING OR USING SMOKING CESSATION PRODUCTS MUST BE ORDERED TO STOP THE USE OF ALL TOBACCO PRODUCTS. IF THEY ARE USING SMOKING CESSATION PRODUCTS THEY MUST BE ORDERED TO BE OFF ALL NICOTINE PRODUCTS BY THEIR NEXT PHYSICAL.

Attachment L

September 30, 2008

John Doe
NDOC – ESP

Dear Officer Doe,

This letter is a summary of your recently completed annual physical for the State of Nevada, Department of Corrections. You were referred for a Panel 3 evaluation, which was completed on September 11, 2008. This letter is a summary of the test results that were discussed at your physical.

Your medical history questionnaire was reviewed with you at the time of the evaluation. You reported a positive family history of elevated blood pressure in your father and diabetes in your mother. You also report a personal history of elevated blood pressure.

You had a normal resting EKG and a negative TB test. Your chest x-ray, audiogram, and pulmonary function were all normal.

The result of your laboratory tests indicated that your blood glucose is elevated at 130. Your total cholesterol was normal at 170, your LDL was elevated at 152, your HDL was low at 35, and your triglycerides were elevated at 237. Your combined risk factors suggest that you currently have or are “at risk” for developing metabolic syndrome.

Your height was measured at 5’7” and you were found to have a weight of 200 pounds with a BMI of 32 and waist circumference of 41, which is considered obese. You are ordered to see your personal health care provider or alternate professional to initiate a supervised weight loss program.

Your Hepatitis C antibody titer was negative. Your blood work showed that you are immune to Hepatitis B. Your urine nicotine test was positive. You reported that you continue to smoke one pack of cigarettes per day and have done so for the past 25 years. You are ordered to quit smoking.

You were able to achieve 12.9 METS on the treadmill, which is above the minimum required by the State of Nevada.

In summary you have completed all of the required elements of your annual heart and lung physical exam. However, pursuant to NRS 617.455/457, I order you to lower your LDL to below 100, raise your HDL to above 40, and lower your triglycerides to below 150. You are ordered to lose 15 pounds by your next physical exam and reduce your waist circumference by a minimum of 2 inches by your next physical exam. You are ordered to stop the use of all tobacco products.

Officer Doe
September 30, 2008
Page 2

You are ordered to seek appropriate treatment through your personal health care provider to discuss treatment options for the above conditions.

You may contact Risk Management, Health Program Specialist, Mandy Payette, at 687-3194 for additional assistance. If you would like an individualized risk factor assessment, you may contact the State of Nevada Health and Wellness coordinator, Josh Wilson, at 775-323-1656, extension 21.

Failure to correct predisposing conditions that lead to heart or lung disease may exclude you from benefits under NRS 617.455.457.

Sincerely,

Attachment M

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____ Date: _____
(Signature of Official Authorized to Sign Application)

For: _____
Name of Independent Contractor

Title of Project

”

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal

Attachment N

LIST OF FEDERAL LAWS AND AUTHORITIES

ENVIRONMENTAL:

1. Archeological and Historic Preservation Act of 1974, PL 93-291
2. Clean Air Act, 42 U.S.C. 7506(c)
3. Endangered Species Act 16 U.S.C. 1531, ET seq.
4. Executive Order 11593, Protection and Enhancement of the Cultural Environment.
5. Executive Order 11988, Floodplain Management
6. Executive Order 11990, Protection of Wetlands
7. Farmland Protection Policy Act, 7 U.S.C. 4201 ET seq.
8. Fish and Wildlife Coordination Act, PL 85-624, as amended
9. National Historic Preservation Act of 1966, PL 89-665, as amended
10. Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended

ECONOMIC:

1. Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended
2. Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans

SOCIAL LEGISLATION

1. Age Discrimination Act, PL 94-135
2. Civil Rights Act of 1964, PL 88-352
3. Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
4. Executive Order 11246, Equal Employment Opportunity
5. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
6. Rehabilitation Act of 1973, PL 93, 112

MISCELLANEOUS AUTHORITY:

1. Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
2. Executive Order 12549 – Debarment and Suspension

Attachment O

CERTIFICATION REGARDING DESTRUCTION OF ALL PERSONAL INFORMATION

The undersigned certifies that at the end of the Data Linkage Project all Data used in this report may not be used for any other purpose besides the analysis and creation of the requirements set forth by this proposal. All original and copies of the data provided to the contractor or subcontractor must be destroyed upon completion of this project.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Any Data used in this report may not be used for any other purpose besides the analysis and creation of the requirements set forth by this proposal. All original and copies of the data provided to the contractor or subcontractor must be destroyed upon completion of this project.

By: _____
(Signature of Official Authorized to Sign Application)

Date:

For: _____
Name of Independent Contractor

Title of Project