



**REQUEST FOR QUALIFICATIONS/PROPOSAL (RFQP)
OCCUPATIONAL HEALTH SERVICES**

RFQ Number: 06/07-040

DUE NOT LATER THAN

3:00 P.M. ON MARCH 14, 2007

431 PRATER WAY
P.O. BOX 857
SPARKS, NV 89432-0857

Proposer Name: _____

TABLE OF CONTENTS

	Page
Notice of Request for Qualifications Proposal	3
Information and Instructions to Proposers	4-20
Proposer's Review	
Submission of Request for Proposal	
Award of Contract	
Questions/Information	
Scope of Services	
Proposal, Agreement, Disposition	
Evaluation Process	
Negotiation(s)	
Status of Successful Proposer	
Hold Harmless/Insurance Requirements	
Funding Out Clause	
Submittal Parameters	
Affidavit of Non-collusion	21
Disclosure of Principals	22
Attachment C Debarment Form	23
Sample Contract	24-29

NOTICE OF REQUEST FOR QUALIFICATIONS/PROPOSALS
CITY OF SPARKS

NOTICE IS HEREBY GIVEN that the City Council of the City of Sparks, Nevada, will receive written sealed proposals only, for the Occupational Health Services for The City of Sparks, RFQ# 06/07-040 as stated in the Request for Qualifications (RFQP) specifications.

The City of Sparks is currently accepting sealed proposals detailing qualifications for a licensed medical facility or medical physician to perform Physicals for the City's Police and Fire Departments.

Said RFQP'S must be in the hands of the Purchasing Manager at 431 Prater Way, Sparks, Nevada, NO LATER THAN 3:00 p.m. on MARCH 14, 2007. RFQP'S that are postmarked but not received until after this deadline will not be accepted. RFQP'S received after the posted cut-off time will not be accepted. All RFQP's are to be marked clearly on the outside "OCCUPATIONAL HEALTH SERVICES." RFQP's may be mailed to PO Box 857, Sparks, NV 89432, or delivered by courier, in person or USPS to Sparks City Hall, Purchasing Division, 431 Prater Way, Sparks, NV 89431.

RFQ documents and specifications may be obtained at the City of Sparks Purchasing Division, 431 Prater Way, Sparks, Nevada 89431. RFQP documents and specifications will be ready for pick up on and after February 21, 2007. RFQP's may also be downloaded at www.cityofsparks.us (click on the quick links purchasing/bids/RFQPs) or from the City's bid broker, www.demandstar.com. Information may be requested by e-mail to Kathleen Rand, M.A., CPPB, Senior Buyer at krand@cityofsparks.us. The City of Sparks will not entertain RFQ's received by any electronic means.

The right is reserved to reject any and all Proposals or to accept the Proposal which is deemed by the City of Sparks to be in the best interest of the City of Sparks. The City of Sparks also reserves the right to waive any irregularities and/or informalities in the RFQP process.

For further information, contact City of Sparks Purchasing at (775) 353-2325 or Facsimile (775) 353-2399.

#315801/Publish Date: February 21, 2007
Reno Gazette Journal - Legal Publications
Proof of Publication Required

1. INTRODUCTION

The City of Sparks is currently accepting sealed proposals detailing qualifications for a licensed medical facility or medical physician to perform Physicals for the City's Police and Fire Departments.

The ideal candidate will provide pre-employment physicals (including medical exam, hepatitis screening, spirometry, audiometry, chest x-ray & drug screenings), respiratory compliance exams, DOT drug testing, commercial driver's license medical exams and annual occupational physicals. Proposers are to have at least two years of experience in general medicine and graduation from a school of medicine accredited by the American Medical Association and must be licensed to practice medicine in the State of Nevada. Also required are Nevada Pharmacy Board Registration, Federal Drug Enforcement Agency licensing for procurement and use of controlled drugs, and a valid Nevada drivers' license. Due to the full scope of this physical, respondent must describe in detail how they propose to schedule, test and provide written reports as well as provide sample reporting. Also to be included is the type of equipment the proposer uses in these tests, and whether this equipment is on site. Proposer must demonstrate that they perform screenings for heart and lung issues on a regular basis, or are able to if not already doing so. If proposer is performing these types of exams, please state so under medical qualifications. Failure to provide this documentation shall cause rejection of qualifications/proposals.

Questions regarding this proposal should be directed to the Purchasing Manager at (775) 353-2273 or dmarran@cityofsparks.us. Dan Marran, CPPO, C.P.M., Purchasing Manager. Questions regarding the technical aspects of this RFQP should be directed to Karen Caterino, kcaterino@cityofsparks.us, (775) 353-2346.

Proposers are to submit detailed costs data with their proposals on a separate sheet submitted with their qualifications (see General Terms and Conditions section titled "Acceptance or Rejection of Proposals" for additional clarification).

2. SCOPE OF WORK

The City desires to contract with one primary medical facility or physician with the ability to offer business continuity alternatives in the event of any disruption of the contracted services to be provided. Please submit a detailed business continuity plan in the event of illness or unplanned absences. In addition, the City desires that the physician and/or medical facility awarded the contract to perform the services listed herein cannot be a personal treating physician to any of the participants covered hereunder including City of Sparks police officers, firefighters and any other participants covered under NRS 616 and NRS 617.

Additionally, due to Federal and OSHA regulations, individuals whose position require the use of supplemental breathing apparatus (respirators) may be required to answer the Federal/OSHA questionnaire to be reviewed and kept with the records pertaining to the physical examination.

All necessary forms are the responsibility of the provider selected.

City of Sparks

Police and Fire Departments Pre-employment and Yearly Physical Exam Requirements

Program Overview:

Pursuant to Chapters 233B, 616 and 617 of the Nevada Revised Statutes and Chapters 616 and 617 of the Nevada Administrative Code, annual physicals are required for approximately 220 members of the Sparks Police and Fire Departments. These numbers are given for estimating costs only, as the actual numbers may vary and will not affect quoted costs. There are two separate categories: Pre-employment Medical Screening and Annual Physicals.

Examinations for Police Officers and Firefighters go beyond the scope of a typical pre-employment physical exam for City employees and must include certain specified tests performed together with other required tests as per N.R.S. 617 and NAC 617. Keeping the objectives in mind, the medical facility will:

- A. Provide State licensed qualified physicians who are board certified.
- B. Maintain a computer system to house medical exam testing and results information, and provide that information to the City of Sparks Benefits/Risk Management division.
- C. Provide written testing results with doctor's dictation to the employee and respective departments as referenced above in Section B. The employer is to be notified in writing if the employee has a medical physical condition of which he/she has been warned.
- D. Have an assigned agent on behalf of the employer at the facility to discuss with the City employee correction of pre-disposing conditions in compliance with NAC 617.080.
- E. Maintain a facility fully equipped to provide all required testing.
- F. Maintain medical records in compliance with State and Federal statutes.
- G. Maintain personnel to conduct testing. Work with Police and Fire Personnel to assure program goals and objectives are maintained. Encourage, in writing, an at-risk individual to seek follow up care with his/her own personal physician.
- H. Arrange scheduling to enable employees to take all required tests in one scheduled visit, except those procedures that require evaluation before examinations performed under this agreement including, but not limited to, blood draw, chest x-ray, EKG and other diagnostic services.
- I. Schedule lab work before the exam so the examiner may have the results when counseling the employee.
- J. Schedule employees so that testing may begin within fifteen (15) minutes of the scheduled appointment.
- K. Provide employer with written documentation of said physical including all diagnostic results, employee's completed medical questionnaire, and doctor's dictation within 15 working days after said physical.
- L. Physician will provide employee with a clear, concise and detailed analysis of the individual's risk factors and direct them, in writing, to correct predisposing conditions in accordance with NAC 617.090 and 617.100. Employee will be provided a form to sign acknowledging receipt of the forms provided by the examining physician.

PRE-EMPLOYMENT SCREENING

As part of the hiring process for the Sparks Police and Fire Departments, the applicant must submit to a pre-employment medical screening examination. Employer requires all written documentation of the pre-employment medical screening examination within fifteen (15) working days. A faxed authorization that employee is fit for duty will be required within 24 hours of the exam.

Pre-employment medical screening shall consist of:

1. Paperwork (to include respirator questionnaire)
2. Med-Tox
3. Face Sheet (Doctor's office – personal info)
4. Head, Neck, Larynx, Nose, Oral Cavity, Paranasal Sinuses, and Pharynx
5. Chest wall and respiratory system
6. Cardiovascular system
7. Musculoskeletal system
8. Nervous system and organs of special senses
9. Endocrine and metabolic disorders
10. Hematopoietic system
11. Audiometry - Please note that category A medical conditions shall include the following:
 - (1) Chronic vertigo or impaired balance as demonstrated by the inability to tandem gait walk.
 - (2) If tested by use of an audiometric device, does not have an average hearing loss in the better ear greater than 40 decibels at 500 Hz, 1000 Hz, and 2000 Hz with or without a hearing aid when the audiometric device is calibrated to the American Standard Assoc. (Z24.5-1951)
 - (3) Any ear condition (or hearing impairment) that results in a person not being able to perform essential job tasks.Category B medical conditions shall include the following:
 - (1) Unequal hearing loss
 - (2) Average uncorrected hearing deficit at the test frequencies 500, 1000, 2000 and 3000 Hz greater than 40 decibels (dB) in either ear.
 - (3) Atresia, stenosis, or tumor of the auditory canal
 - (4) External Otitis
 - (5) Agnathia or traumatic deformity of the auricle
 - (6) Mastoid or surgical deformity of the mastoid
 - (7) Meniere's syndrome, labyrinthitis or tinnitus
 - (8) Otitis media
12. Visual acuity and peripheral vision and color blindness testing
13. Pulmonary function testing
14. Cardiac risk panel
15. Electrocardiography
16. Other medical conditions

In addition to the examination, certain lab tests are required.

1. Testing for HIV, and Hepatitis A, B and C screenings
2. Drug screening urinalysis
3. Chest X-ray
4. E.K.G.
5. T.B. test
6. Comprehensive metabolic/lipid panel

The cost proposal is to include costs for all supplies, laboratory fees, technician fees, physician fees, etc. and shall be submitted with the statement of qualifications.

ANNUAL PHYSICALS

Physical Examination Panels

Although panels are designed to provide for specific test data, health issues identified as a result of the previous panel testing may be repeated in subsequent panels if, in the opinion of the provider, such additional testing would be warranted. Should additional testing be recommended related to a newly discovered or pre-existing health condition, a provider referral to the individual's group health insurance may be appropriate.

Physical Exam 1 (under the age of 40):

To be completed annually

Coronary risk panel, CMP/Lipid/CBC chemistry panel, urinalysis, heavy metal quantitative random urine for hazmat personnel.

Pulmonary function

T.B. testing

Heart/Lung exam

Blood pressure/resting heart rate

Hearing test

Vision test

Body-Fat test (BMI)/Height and Weight

Resting EKG

Chest x-ray, every 2 years

Hepatitis C Screening

Hepatitis A/B Screening if no prior immunization

Physical Exam 2 (age 40 and above):

To be completed annually

Coronary risk panel, CMP/Lipid/CBC chemistry panel, urinalysis, heavy metal quantitative random urine for hazmat personnel.

Pulmonary function

T.B. testing
Heart/Lung exam
Blood pressure/resting heart rate
Chest X-ray
Hearing test
Vision test
Body-Fat test (BMI)/Height and Weight
Hepatitis C Screening
Hepatitis A/B Screening if no prior immunization
Treadmill Stress EKG

Annual Physicals shall include the following:

1. Paperwork (to include respirator questionnaire, if applicable)
2. Face Sheet
3. Health History
4. Lab Work – Lab work shall include a cardiac risk panel for all personnel and minimum required additional lab work to include; CBC (complete blood count), Chemistry panel (Comprehensive Metabolic Panel/Lipid Panel); liver function test, screening for Hepatitis A, B and C (as per N.R.S. 616A.035 although screening is not required for A and B if the employee was vaccinated upon or during employment) glucose, BUN, creatine, sodium, potassium, carbon dioxide, total protein, albumin, calcium, urinalysis, and heavy metals, quantitative random urine for fire department hazmat personnel.
5. Chest X-Ray – Anterior and posterior view of the chest, evaluation by a radiologist screening for tuberculosis, cancer and other lung abnormalities in addition to screening for proper heart size shall be conducted no less than every third year and every year if warranted by a medical condition.
6. Tuberculosis Skin Test – Testing will be performed to conform with the latest technique as prescribed by the Center for Disease Control, with supplemental information to the employee outlining what to look for in a positive reading. The employee shall be allowed to have the area to be checked by the physician at any sign of a positive reading or any unusual condition.
7. Pulmonary Function – This test shall include; vital lung capacity, and forced expiratory volume. The test shall be conducted on an approved spirometer, and administered by a NIOSH certified technician.
8. Vision Screening – Vision testing will include testing for static far acuity, color vision, and peripheral vision.
9. Audiometry – Testing requirements will be as follows: Pure tone reception threshold testing using appropriate psychophysical techniques be conducted at each of the following seven

frequencies: 500 Hz - 1000Hz - 2000Hz - 3000Hz – 4000Hz – 6000Hz – 8000Hz
Each ear is to be tested separately.

Testing must be conducted in an ANSI approved “soundproof” booth with equipment calibrated to ANSI standards.

Testing is to be conducted without correction or amplification devices of any kind.

10. Blood Pressure/Pulse – Both blood pressure and resting heart rate shall be taken for use in the coronary risk profile.
11. Resting EKG alternating with a Treadmill Stress EKG – Twelve (12) lead resting electrocardiogram. Performed to screen for previous heart attack, coronary artery narrowing (ischemia), electrical conduction abnormalities, and irregular rhythms.
12. Heart/Lung Examination – The protocol for this testing is outlined Chapters 616 and 617 of the Nevada Administrative Code and pursuant to Chapters 233B, 616 and 617 of the Nevada Revised Statutes. All examinations, employee counseling and documentation will be performed pursuant to N.R.S. and N.A.C. and on forms prescribed by the State Division of Industrial Regulation e.g. (OD-1 through OD-7).
13. Physical Examination – A physical examination is administered by the physician and will include stethoscope examination of the heart and lungs as prescribed above, examination of the neck, larynx, nose, oral cavity, paranasal sinuses, and pharynx, and pharynx. Examination of the gastrointestinal system, genitourinary system, musculoskeletal system, nervous system and organs of special senses, endocrine and metabolic disorders, and other medical conditions.
14. Stress EKG – Twelve (12) lead stress electrocardiogram maximum heart rate exam is conducted as required by NAC 617.070 – D, and as a diagnostic tool for determining cardiovascular fitness of officers and firefighters.

Results shall be provided directly to the City of Sparks Risk Management within 15 days of exam completion. Payment to provider will be made within 30 days of receipt of billing and after ensuring the exam has been received by City.

Termination Testing:

Upon termination of employment per N.R.S. 616.052, Police and Fire Personnel must be tested at the time of termination and three months afterward for TB and any related diseases or conditions, and within 30 days after termination and at 6 and 12 months post-termination they must be tested for Hepatitis A, B and C and HIV.

Vaccination for Hepatitis A and B Virus, Measles, Mumps and Rubella, Tetanus and Diphtheria and Meningococcal disease

Currently the City has a contract for immunization services with Saint Mary's. However, please provide costs for all of the above including the cost of the immunization and any fees associated with administering the vaccination.

Additional Services

Please state whether you have the following available, and if so the cost and any associated fees with administration.

QuantiFERON-TB Gold test (blood test for detecting TB)
Monthly reporting on employees that have been seen by physician
Electronic appointment scheduling system
Email encryption capability for purposes of communicating with employer
DOT Compliance Medical Exam
Random Drug Screenings (both breath & urine, priced separately)
Respiratory Compliance Exam

2. PAYMENTS

Payment to Contractor shall be rendered within 30 days from which invoices are received by the City and as long as the exam results have also been received, and as approved by the City of Sparks Benefits/Risk Management department.

3. TERM

The initial contract will be for a three-year period. The contract may be extended for an additional two, one-year periods, subject to successful negotiations between City and Contractor.

THIS SECTION INTENTIONALLY LEFT BLANK

RFQP 06/07-040 OCCUPATIONAL HEALTH SERVICES

General Terms and Conditions

1. Notice of Rights

- 1.1 The City of Sparks reserves the right to reject any and all proposals or any part thereof and to waive any informalities or irregularities.
- 1.2 The City of Sparks reserves the right to require such surety as may be deemed necessary for the protection of the City of Sparks, or to ensure the satisfactory performance of a contractor in accordance with the requirements of the proposal.
- 1.3 The City of Sparks reserves the right to withhold award for a period of ninety (90) days from the date of the proposal receipt.
- 1.4 The City of Sparks reserves the right to award in whole or in part, by item, group of items, or by section where such action would serve the City's best interest. Proposals identified on the basis of "All or Nothing" will be excluded from this provision.
- 1.5 The City of Sparks is tax exempt and not subject to federal excise, state or local taxes. No additional taxes may be added or "passed through" as a result of any agreement.
- 1.6 The City of Sparks may require a full demonstration of any item proposed at Contractor's expense.
- 1.7 Proposals which appear unrealistic in 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.
- 1.8 The content of this RFQP and response shall become part of the contract by reference. Any exceptions should be specifically noted.
- 1.9 All materials submitted to the City will become property of the City. Proposal materials will be retained for official files and will become public record after award of contract.
- 1.10 All proposals submitted shall be held confidential until a contract is awarded. Following award, proposals are subject to public information unless the proposal or specific parts can be shown to be exempt as a trade secret. (Ref. NRS 333.333)
- 1.11 The validity, interpretation, effect and/or any disputes regarding the contract for equipment and/or services is governed by the laws of the State of Nevada.
- 1.12 The successful proposer agrees to provide the purchased goods and/or services at the costs, rates, and/or fees stated. No other costs, rates, and/or fees shall be payable to proposer for proposal implementation. Any misrepresentation shall be treated as fraudulent concealment of true facts. Price is not the only criteria upon which the award of the new contract will be made.
- 1.13 At the sole discretion of the City of Sparks, the City may conduct a background investigation on a prospective Contractor.

2. Preparation of Qualifications

- 2.1 Qualifications must be submitted in accordance with any document attached hereto and made an integral part hereof.
- 2.2 Proposers are expected to examine these documents carefully. Failure to do so will be at proposer's risk.
- 2.3 Proposals shall be proofread carefully for any errors.
- 2.4 Any irregularities or lack of clarity in any of the documents attached hereto should be brought to the attention of the Purchasing Manager as soon as possible so that corrective addenda may be furnished to all proposers.
- 2.5 Alterations/erasures must be crossed out and the corrections thereof printed in ink or typewritten adjacent thereto. Corrections must be initialed in ink by each person signing the proposal.
- 2.6 In the case of a difference between written words and figures, the amount stated in written words shall govern.
- 2.7 In the case of a difference between a unit price and the extended price, the unit price shall govern.
- 2.8 Proposers are instructed to use City forms as applicable and complete the information requested fully, i.e., pricing schedules, specification description, exceptions, disclosure of principals, etc. Failure to do so may be cause for rejection. If additional space is needed, attach additional sheets referencing the appropriate section.
- 2.9 Proposers are expected to closely read the terms and conditions and provide a binding signature of Intent to Comply in Attachment A, Affidavit of Non-Collusion in Attachment B, and Statement of Debarment, Attachment C. Failure to delineate and/or return Attachment A, B, or C may be cause for RFQP rejection.

3. Submission of Qualifications

- 3.1 **Contractors are cautioned to include as part of the proposal all technical and descriptive data necessary for evaluation. Failure to do so may result in disqualification.**
- 3.2 All forms and addenda thereto shall be intact and enclosed in an envelope plainly marked with the proposal number and title. **NO LETTERS OF QUALIFICATIONS SHALL BE ACCEPTED VIA ELECTRONIC MEANS.**
- 3.3 The City of Sparks will not be responsible for premature opening of a RFQ not properly addressed or identified.
- 3.4 All proposals received after the date and time set for receipt will be REJECTED.
- 3.5 When a bond is specified, such bond will be acceptable only as issued by a reputable solvent surety company.
- 3.6 Sparks Municipal Code, Section 5.04.020 requires that any business operating within the City of Sparks is required to be in possession of a valid Spark's business license. Be advised that upon award of a contract/agreement to perform services in the City of Sparks, a current business license must be in your possession before commencing business.
- 3.7 The City of Sparks is an Affirmative/Equal Opportunity Employers. Proposers shall be cognizant of the requirements for compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in regulations of the U.S. Department of Labor (41 CFR part 60).

4. Withdrawal of RFQ

- 4.1 RFQ's may be withdrawn by written or electronic notice, provided such notice is received prior to the date and time set for receipt.
- 4.2 Notice of withdrawals received after the RFQ opening will not be considered.

5. RFQ Evaluation

5.1 The City reserves the right to select and contract independently with the best qualified proposer that best meets its individual needs. Consideration will be given to the following:

- 5.1.1 The ability, capacity and skill of the proposer to perform the contract or provide the service required;
- 5.1.2 Whether the proposer can perform the contract or provide the service promptly, and within the time specified without delay or interference;
- 5.1.3 The character, integrity, reputation, judgment, experience, and efficiency of the proposer;
- 5.1.4 The quality of the performance on previous comparable contracts;
- 5.1.5 The previous compliance of laws and ordinances by the proposer;
- 5.1.6 The financial responsibility of the proposer to perform the contract or provide the service;
- 5.1.7 The limitations of any license the proposer may be required to possess;
- 5.1.8 The number and scope of conditions attached to the proposal;
- 5.1.9 Such other factors as may be deemed relevant as to the best value.

5.2 The resultant contract may not be assigned, transferred or delegated, along with any rights, obligations or duties without prior written consent of the City of Sparks.

5.3 The City of Sparks preserves the right and privilege to accept or reject any or all proposals offered, based solely on their judgment as to the value of the offers.

5.4 The resultant agreement may be extended at the discretion of either City, if determined to be in the best interest of the using agency.

6. Funding Out Clause

6.1 In the event the City of Sparks fails to obligate requisite funds for the ensuing fiscal year(s) for payment of amounts due against an agreement resulting from this solicitation, necessitating cancellation of the Agreement, the successful proposer(s) shall agree to hold the City of Sparks free from any charge or penalty. Any resultant contract is subject to the availability of appropriated funds.

7. Insurance Schedule

Unless expressly waived by City, Contractor, as an independent contractor and not an employee of City of Sparks, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. The City of Sparks 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 City of Sparks, and (2) City has approved the insurance policies provided by the Contractor.

Prior approval of the insurance policies by the City shall be a condition precedent to any

payment of consideration under the awarded Contract and the City approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the City to timely approval shall not constitute a waiver of the condition.

7.1 Insurance Coverage. The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the City, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of: (1) final acceptance by the City of the completion of this Contract; or (2) Such time as the insurance is no longer required by the City under the terms of this Contract.

Until such time as the insurance is no longer required by the City, Contractor shall provide the City with renewal or replacement evidence of insurance as soon as coverage is bound. 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 Cities and immediately replace such insurance or bond with an insurer meeting the requirements.

7.2 Workers' Compensation and Employer's Liability Insurance. Successful proposer(s) shall, upon request, deliver to City of Sparks evidence of worker's compensation as required by the State of Nevada. Contractor shall provide proof of workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive (with statutory limits) and employer's liability insurance with a minimum limit of \$1,000,000 each employee per accident for bodily injury by accident or disease. If this contract is for temporary or leased employees, an *Alternate Employer* endorsement must be attached to the Contractor's workers' compensation insurance policy. If the Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310, and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the City of Sparks a fully executed "Affidavit of Rejection of Coverage Under NRS 616B627 and NRS 617.210" form.

7.3 Commercial General Liability Insurance.

- (1) Minimum Limits required: \$2,000,000 for combined single limits.
- (2) Minimum Limits required: Coverage shall be on an occurrence basis and shall be at least as form as ISO 1996 form (or CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

7.4 Professional Liability Insurance.

- (1) Minimum Limit required: (Medical Malpractice) \$1,000,000 per claim with \$2,000,000 in the aggregate.
- (2) Retroactive date: Prior to commencement of the performance of the contract.
- (3) Discovery period: Three (3) years after termination date of contract.
- (4) A certified copy of this policy may be required.

7.5 Umbrella or Excess Liability Insurance.

- (1) May be used to achieve the above minimum liability limits.
- (2) Shall be endorsed to state it is "As Broad as Primary Policy."

7.6 Commercial Crime Insurance-waived.

7.7 Business Automobile Liability Insurance-waived.

7.8 Performance Security-waived.

7.9 General Requirements:

- (a) Additional Insured: by endorsement to the general liability insurance policy evidenced by Contractor, The City of Sparks, 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 liability insurance policy shall provide for a waiver of subrogation as to an additional insured.
- (c) Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insured's 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 City. 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 \$5,000 per occurrence, unless otherwise approved by the City of Sparks Risk Management Division.
- (e) Policy Cancellation: Except for ten 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 City of Sparks, 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 US mail to the address shown below.
- (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 City 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.
 - (3) Contractor reserves the right to utilize a captive insurance company or self-insured retention program for its professional liability exposure.

Evidence of Insurance:

Prior to the start of any work, Contractor must provide the following documents to the contracting City agency:

- (1) Certificate of Insurance: The Accord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.
- (2) Additional Insured Endorsements: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to the City to evidence the endorsement of the City of Sparks as additional insured by 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 City prior to the commencement of work by Contractor. Neither approval by City 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 City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

8. Minority Status

8.1 Has this firm been certified as a minority, women, or disadvantaged business enterprise by any governmental agency? Yes _____ No _____ if yes, specify agency: _____. Date of certification: _____.

The above is for information only. The City of Sparks encourages minority, women, or disadvantaged business enterprise participation; however, no preferences shall be given.

9. Notice to Disabled Persons

9.1 The City of Sparks will make reasonable accommodations for disabled persons who wish to submit proposals. Contact the Purchasing Manager for arrangements.

10. Joinder Provisions

- 10.1 In accordance with the provisions of NRS 332.195, certain other public entities may participate in joinder agreements for services and/or supplies. The proposer shall acknowledge the joinder process and shall acknowledge the City of Sparks as the situs of the procedure. Any joinder entity shall have all rights as stipulated for, and on behalf of the City of Sparks, and shall be given equal consideration.
- 10.2 Each participating entity shall execute agreements for the required material and/or service in accordance with the procedures of the Accounting and Purchasing Departments of the City of Sparks.
- 10.3 Within the scope of this Invitation and request for Proposal, the City of Sparks shall be held harmless in any and all transactions between the proposer and other participating governmental entities.

11. Submittal Instructions

11.1 Technical questions regarding this proposal should be directed to the Purchasing Manager.

11.2 Proposers shall submit one (1) original and five (5) copies of their proposal to :
City of Sparks Purchasing Manager
Purchasing Division
PO Box 857/431 Prater Way
Sparks, NV 89431

11.3 Proposals shall be clearly marked RFQ 06/07-040 RFQP FOR OCCUPATIONAL HEALTH SERVICES.

11.4 Proposals must be received no later than 3:00 pm, PST on March 14, 2007
Proposals received after the time and date set will not be considered. The City will not consider or be responsible for errant delivery or late performance by courier service.

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFQ. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired.

Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.

11.5 Company Profile/References

11.5.1 Proposers shall provide a profile of the company, including, but not limited to:

11.5.1.1 Ownership, state of incorporation, date, etc.

11.5.1.2 Location of office(s).

11.5.1.3 Number of employees.

11.5.1.4 Company background and history.

11.5.1.5 Company qualifications as a superior service provider for this RFQ.

11.5.1.6 Length of time providing services/equipment; provide brief descriptions.

11.5.1.7 Number and types of customers.

11.6.1.8 Dun and Bradstreet number.

11.6.1.9 Resumes for key staff to be responsible for contract performance.

11.6.1.10 Bank of record.

11.6.1.11 Latest available financial statement or annual report.

11.5.2 Proposers must provide a minimum of three (3) references. Information provided should include, but not be limited to:

11.5.2.1 Customer name.

11.5.2.2 Customer project manager.

11.5.2.3 Project description.

11.5.2.4 Starting and ending project dates.

11.5.2.5 Types of services and/or equipment provided.

11.5.2.6 Staff assigned to the project.

11.5.3 In addition, the City may consult with other known customers and may consider their comments in the evaluation.

11.6 Negotiations may, at the City's sole option, be separately conducted with the best qualified proposers. The evaluation committee may use these negotiations to determine that each proposer has had adequate opportunity to present its proposal, including a thorough discussion of services, clarifications, and modifications requested of the proposer by the evaluation committee. The evaluation committee will consider all relevant factors in the aggregate for each proposal and select the proposal which reflects the best value for the City.

11.6.1 The city reserves the right to negotiate the final terms of the contract with the selected proposer prior to signing the contract. If contract negotiations cannot be concluded successfully within a City-determined period of time, the City may negotiate a contract with the next highest scoring proposer.

11.7 Proposers submitting proposals should note that it is entirely within the City's discretion in the procurement to determine if a proposal reflects the best value for the City. The best value for the City is dependent upon many factors; however, the City reserves the right to select any proposal regardless of price.

12 Term of Contract

- 12.1 It is the intent of the City of Sparks to contract for an initial period of three years.
- 12.2 Contract extensions may be for two additional one-year periods upon agreement between the City and Contractor.

13 Pricing Provisions

- 13.1 **Contractors are cautioned to identify any and all costs associated with their proposal. Failure to do so may be cause for disqualification.**
- 13.2 Pricing shall remain firm for the initial three-year contract term.
- 13.3 Pricing thereafter may be adjusted upon agreement between either City or Contractor.

14 Termination

- 14.1 Any party to this contract reserves the right to terminate the resultant contract, in whole or in part, provided sixty (60) calendar days written notice has been given. City may, however, terminate the contract immediately with written notice, if, in the sole judgment of the City, and in good faith, the City believes that the integrity of the agencies involved is in jeopardy, and it is in the best interests of the City to do so.

15 Default of Contract

- 15.1 In case of default by the contractor, City may procure the product(s) or service(s) from other sources and hold the contractor responsible for any excess cost occasioned thereby.
- 15.2 If necessity requires the use of materials or supplies not conforming to specifications or City's performance standards, they may be accepted and payment therefore shall be made at a proper adjustment in price.
- 15.3 Default by the proposer in any manner, including failure or refusal to furnish any product(s) or services(s) at the price and/or time specified in the proposal, may be cause to assess a penalty equal to five (5) percent of the total value of the contract.

16. Acceptance or Rejection of Proposals

City of Sparks reserve the right to accept or reject any or all proposals, or portions thereof, received by reason of this Request for Proposal. City of Sparks shall not be liable for any costs incurred by proposers prior to the execution of the resulting agreement.

- 16.1 City of Sparks reserves the right to award this RFQP to a qualified proposer who, in the opinion of City of Sparks, submits the most comprehensive and advantageous proposal, within the budgetary constraints of the City of Sparks.
- 16.2 City of Sparks reserve the right to hold proposals for a maximum of sixty (60) day period from the opening date before awarding or rejecting proposals.

17. Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding City's rights to participate, the City 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.

18. Business Associate

Contractor acknowledges that Contractor is a Business Associate of the City as defined in 45 CFR §160.103. As a Business Associate, Contractor agrees to comply with the Health Insurance Portability and Accountability Act (HIPAA) requirements established for the use and disclosure of individually identifiable and protected health information by a Business Associate as set forth in the HHS Privacy Regulations, Code of Federal Regulations, Title 45, Parts 160 and 164.

ATTACHMENT A

TERMS AND CONDITIONS COMPLIANCE

I have read, understand, and agree to comply with the Terms and Conditions as specified in the Request for Qualifications.

Any exceptions must be documented.

Yes _____ No _____

Signature

Exceptions:

ATTACHMENT B

AFFIDAVIT OF NON-COLLUSION

I, _____ (name of party signing this affidavit and proposal form), _____ (title) do depose and say that _____ (name of firm) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in connection with this contract.

Signature

Date

Witness

Date

This form must be notarized and returned with the bid. Failure to notarize this form may be cause for disqualification from consideration for this contract

DISCLOSURE OF PRINCIPALS

PRINT OR TYPE

COMPANY

NAME: _____

ADDRESS: _____

CITY, STATE, & ZIP CODE: _____

Date Business Started

Operations: _____

Principal Address of Company : _____

=====

NAMES OF OFFICERS, MEMBERS, OR OWNERS OF CONCERN, PARTNERSHIP ET
CETERA...

NAME _____ OFFICIAL CAPACITY _____

STREET _____ CITY _____ STATE _____ ZIP CODE _____

NAME _____ OFFICIAL CAPACITY _____

STREET _____ CITY _____ STATE _____ ZIP CODE _____

NAME _____ OFFICIAL CAPACITY _____

STREET _____ CITY _____ STATE _____ ZIP CODE _____

NAME _____ OFFICIAL CAPACITY _____

STREET _____ CITY _____ STATE _____ ZIP CODE _____

SIGNATURE OF PROPOSER _____ DATE: _____

ATTACHMENT C
DEBARMENT AND/OR SUSPENSION
Federal Mandatory Suspension

As required by Executive Order No. 125 49, Debarment and Suspension, and implemented at 34CFR Part 85, the proposer certifies that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any Federal Department or Agency.

Signature

Date

Print Name

Title

ATTACHMENT D

**SAMPLE CONTRACT – THIS IS SUBJECT TO CHANGE AND IS ONLY INCLUDED
AS A SAMPLE FOR THE PROPOSED RFQP. THE FINAL CONTRACT MAY NOT
LOOK LIKE THIS SAMPLE.**

City of Sparks, Nevada
Independent Contractors Agreement
For Occupational Health Services

THIS AGREEMENT is made this ____ day of _____, 2007 by and between the City of Sparks, a municipal corporation existing under and by virtue of the laws of the State of Nevada (ACity@), and (AConsultant@), having a business address at (AConsultant@).

RECITALS

WHEREAS, the City desires to engage Consultant in the performance of providing master planning services. This is more fully described in the attached Scope of Work, Attachment A.

WHEREAS, Consultant's legal status is an Independent Contractor, Consultant is in good standing in the State of Nevada.

WHEREAS, Consultant desires to perform the Program under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of these recitals and the promises set forth in this Agreement, the parties agree as follows:

7. Term.

This Agreement shall become effective _____, 2007 and will continue in effect until the Project is completed unless earlier terminated as provided herein. The parties anticipate that the Project will take approximately 10 months of Consultant's time, although there may be some weeks during which Consultant may not perform any services at all and others during which the Consultant may work the entire week.

8. Time Devoted to Work.

2.1 In performing the services contemplated under this Agreement, the services and the hours Consultant is to work, except for attendance at scheduled meetings, shall be sufficient to fulfill the spirit and purpose of this Agreement.

2.2 City understands that Consultant is engaged in the same or similar activities for others and that City may not be Consultant's sole client or customer. However, Consultant

represents and warrants that it is under no obligation or restriction, nor will it assume any such obligation or restriction, that would in any way interfere or be inconsistent with the services to be performed under this Agreement.

9. Program Services. Consultant will master planning services

- 3.1 Consultant will be supplied all equipment, tools, materials and supplies necessary to perform the services under this Agreement, the full scope of which are set forth in Scope of Work, Attachment A.
- 3.2 Subject to the phasing identified in attachment B, the Consultant may control or direct the manner and the order in which it provides the services contemplated under this Agreement.
- 3.3 Consultant represents and warrants that Consultant is engaged in an independent calling and has complied and will continue to comply with all local, state and federal laws regarding business permits and licenses that may be required to carry out the independent calling and to perform the services to be performed under this Agreement.

10. No Unfair Employment Practices.

- 4.1 In connection with the performance of work under this Agreement, Consultant agrees not to discriminate against any employee or applicant because of race, creed, color, national origin, sex, sexual orientation or age. Such agreement shall include, but not be limited to, the following: recruitment or recruitment advertising, rates of pay or other forms of compensation, and selection.
- 4.2 Any violation of these provisions by Consultant shall constitute a material breach of contract.

11. Payment for Project Services.

- 5.1 In consideration for the Services to be performed by Consultant, City agrees to pay Consultant an amount not to exceed \$_____. Upon execution of the contract a mobilization payment of \$_____ shall be made. Progress requests for payment shall be submitted monthly and shall indicate percent and brief narrative of progress on the phases specified in attachment B. The credited amount per progress payment shall not be more than 50% of the progress payment.

The City will not hire or directly compensate the Consultant's employees, assistants or subcontractors, if any. It is expressly understood and agreed that all work performed by Consultant is subject to review throughout the course of development by the City.

6. Status of Consultant.

- 6.1 It is the intent of the parties that Consultant shall be considered an independent contractor and that Consultant, and anyone else for whom it is legally liable, shall not be considered employees, servants or agents of the City for any purpose. Furthermore, this Agreement shall not be construed to be a partnership or joint venture.

- 6.2 Neither Consultant nor any of its employees or contractors shall be eligible to participate in City's industrial insurance, unemployment, disability, medical, dental, life or other insurance programs, or any other benefit or program that is sponsored, financed or provided by City for its employees.
- 6.3 Consultant agrees that it shall be Consultant's exclusive responsibility to pay all federal, state, or local payroll, social security, disability, industrial insurance, self-employment insurance, income and other taxes and assessments related to this Agreement. Neither FICA (Social Security), FUTA (Federal Employment), nor local, state or federal income taxes will be withheld from payments to Consultant. Consultant shall at Consultant's expense pay and be fully liable and responsible for, and indemnify and hold harmless City from, any assessments, fines or penalties relating to Consultant's failure to uphold any of these responsibilities.
7. City Ownership of Proprietary Information. All reports, drawings, plans, specifications, and other documents prepared by Consultant as products of service under this Agreement shall be the exclusive property of the City and all such materials shall be remitted to the City by Consultant in a timely manner upon completion, termination or cancellation of this Agreement.
8. Public Records. Consultant understands that City is subject to the provisions of NRS 239.010. As such, the City may have the duty to disclose the Consultant's reports or recommendations unless a particular record is made confidential by law.
9. Insurance.
- 9.1 Unless otherwise exempted by affidavit submitted pursuant to NRS 616B.627, Consultant shall provide at its own expense Industrial Insurance pursuant to chapters 616A to 616D, inclusive, of the Nevada Revised Statutes, Employers' Liability Insurance, and General Liability Insurance and Automobile Insurance for bodily injury and property damage for the duration of this Agreement. Consultant shall provide proof of such exemption or coverage, as the case may be, including a copy of either a certificate of compliance or affidavit as discussed in NRS 616B.627, (see Attachment D) prior to or contemporaneous with the execution of this Agreement.
- 9.2 Consultant assumes the risk of damage to its own supplies and equipment.
10. Indemnification. Consultant shall indemnify, defend and hold harmless the City from any and all costs, liabilities, damages, reasonable attorney's' fees, or expenses of any kind that arise out of, or are in any way related to, the negligence or misconduct, or acts or omissions, of Consultant while performing or failing to perform Consultant's duties under this Agreement.
11. Termination.
- 11.1 Unless otherwise provided in this Agreement, this Agreement may only be terminated by either party upon ten (10) days written notice delivered in accordance with paragraph 12.5 specifying the reason for termination. If the City terminates the Consultant under this section, the City will pay Consultant all reasonable charges for work performed prior to the time City gives notice and for demobilization by Consultant through the tenth

(10th) day after the City has given notice minus any amount the Consultant may owe the City as costs associated with its termination of the contract.

11.2 If either party terminates the Agreement for breach of contract, the notice must specify which contractual provisions were breached and how they were breached. If the City terminates the Consultant for breach of contract, the City will pay Consultant all reasonable charges for work performed prior to the time City gives notice and for demobilization by Consultant through the tenth (10th) day after the City has given notice minus any amount the Consultant may owe the City as costs associated with its termination of the contract.

11.3 Notwithstanding the preceding paragraph, the City may immediately terminate the Agreement, and Consultant waives any and all claim(s) for damages, upon the Consultant's receipt of notice under the following conditions:

(d) If any federal, state or local law, including but not limited to, statutes, regulations, ordinances and resolutions, is interpreted by a third party judicial, legislative or administrative authority in such a way that the services contemplated under this Agreement are no longer authorized for purchase or appropriate for City financial participation;

(e) If Consultant fails to comply with any local, state or federal law regarding business permits and licenses required to perform the services to be performed under this Agreement;

(f) If it is found that any quid pro quo or gratuities, other than payments as identified in paragraph 5.1, were offered or given by the Consultant to any officer or employee of the City with a view towards securing favorable treatment with respect to awarding, extending, amending or making any determination with respect to the performance of this Agreement.

In the event the agreement is terminated pursuant to this paragraph, the City will pay Consultant all reasonable charges for work performed prior to the time of the City's termination of the agreement.

11.4 The indemnity and conflict resolution obligations of this Agreement shall survive the termination of this Agreement and shall be binding upon the parties= and the parties' legal representatives, heirs, successors and assigns.

12. General Provisions.

12.1 Drafting Presumption. The parties acknowledge that this Agreement has been agreed to by both parties, that both parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no presumption shall be created against the City as the drafter of the Agreement.

- 12.2 Governing Law. The laws of the State of Nevada shall govern this Agreement without regard to conflicts of law principles.
- 12.3 Jurisdiction: Venue. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement must be brought against either of the parties in the courts of the State of Nevada, County of Washoe. Each of the parties consents to the jurisdiction of the court (and of the appropriate appellate court) in any such action or proceeding and waives any objection to venue laid therein.
- 12.4 Claims. Pursuant to NRS 268.020, which the parties agree to abide by contractually, all demands and accounts against the City must be presented to the Council, in writing, within six (6) months from the time the demands or accounts become due. No demand or account may be audited, considered, allowed or paid by the City unless this requirement is strictly complied with.
- 12.5 Noticing. Formal notices, demands and communications between the parties must be in writing and must be sent to the below listed addresses or facsimile numbers:

For notices to City:

City Clerk
431 Prater Way
Sparks, Nevada 89432
Fax (775) 353-1688

For notices to Consultant:

13. Due Authorization. Each party represents that all required authorizations have been obtained to execute this grant and for the compliance with each and every term hereof. Each person signing this agreement warrants and represents to the other party that he or she has actual authority to execute this agreement on behalf of the party for whom he or she is signing.

IN WITNESS WHEREOF, the parties hereto have duly executed his agreement as of the date first above written.

CONSULTANT:

CITY OF SPARKS:

431 Prater Way
Sparks, NV 89431

Consultant

Geno Martini
Mayor

Print Name of Signer

APPROVED AS TO FORM:

Attest by Deborine Dolan
Its City Clerk

By Chester H. Adams
Its City Attorney