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## **Request for Proposal (RFP) for Pre-employment and Employment-Related Medical Testing and Physician Services for the City of Durham**

**10. Date of RFP:** The date of issuance is November 22<sup>nd</sup>, 2021 and the due date for submitting proposals is at or before 4:00 p.m. on December 17<sup>th</sup>, 2021.

**20. Project Manager and Contact with City; Questions about this RFP.** Direct questions and concerns to

Attn: James O'Donnell  
Human Resources  
101 City Hall Plaza, 1<sup>st</sup> Floor  
Durham, NC 27701

Phone: 919-907-9668  
Fax: 919-560-4969  
Email: james.odonnell@durhamnc.gov

### **DESCRIPTION OF PROJECT AND NATURE OF RFP**

#### **30. Project.**

The City proposes to engage one or more physicians and/or medical service providers for a period of three years, to provide various employment-related health and physician services as described in the Scope of Work. The City of Durham employs approximately 2,400 full time employees with an additional 100 to 150 summer hires.

- Employment-related physical exams
- Fitness for Duty and Medical Screenings for Fire Department
- Occupational health screenings
  - Human Performance Evaluations (HPE) or Lift Assessments
- Long form physicals for CDL holders and labor intensive positions.

Responders to this RFQ may submit one comprehensive proposal covering all services requested or choose to submit a proposal for any one of the services outlined in the Scope of Work. It is the City's intention to select one or more proposals from among those responding to this request for the purpose of further discussions concerning a contract.

#### **40. Scope of Work.**

Contractor shall perform work in accordance with City policies, rules and procedures including Personnel Policies, General Policies, and Finance Department/Risk Management Policies, Fire Department operating policies and any other relevant policy or procedure.

##### **A. Pre-employment Physicals**

###### **1. Firefighter**

Contractor shall conduct new firefighter physical examinations in accordance with National Fire Protection Association (NFPA) Standard 1582, regarding medical requirements for firefighters; perform repeat physical examination and fit for duty examinations for firefighters; and provide annual physical examinations for members of the hazardous material team in accordance with OSHA 29 CFR 1910.120.

##### **B. Medical Evaluations – For Fire Department Only**

###### **1. Fitness for Duty**

Occasionally, the Fire Department may request a fitness for duty evaluation of an employee to determine the employee's ability to safely perform the essential functions of his/her job duties. Contractor shall conduct a

review of the employee's medical records and conduct a medical evaluation of the employee to make this determination.

2. Return to Work

Fire Department employees who have been out of work for 10 days or more for a personal injury or illness are required to be evaluated by contractor before returning to work. Contractor shall review employee's personal medical records and conduct a medical evaluation of employee to determine the employee's ability to safely perform the essential functions of his/her job duties.

C. Firefighter Wellness Program

Contractor shall:

1. Be completely knowledgeable of NFPA Standard 1582, Standard on Medical Requirements for Firefighters, and NFPA Standard 1500, Standard for Firefighter Occupational Health and Safety.
2. Provide repeat physical examinations annually and Fit for Duty examinations in accordance with NFPA Standard 1582, Standard on Medical Requirements for Firefighters and the City of Durham Fire Department Wellness Policy FD-2022 (a copy of this policy shall be provided to the contractor).
3. The contractor will be responsible for creating the annual physical schedule based on the Fire Department's Wellness Policy and shift schedule. The annual physical schedule will be approved by the Fire Department prior to implementation. The monthly schedule will be submitted for approval 30 days prior to the first scheduled physical of the month being scheduled.
4. Provide annual physical examinations for hazardous materials team members in accordance with OSHA 29CFR1910.120.
5. Provide annual health evaluations for firefighters who are required to wear Self Contained Breathing Apparatus in accordance with OSHA CFR1910.134.
6. Provide treadmill stress test for employees age 45 years and older.
7. Provide an annual voluntary Prostate Specific Antigen test for all male firefighters 45 years of age and older.
8. Provide an annual voluntary Breast Cancer screen up to and including a mammogram for all female firefighters.
9. Be knowledgeable of the physical and mental stresses experienced by firefighters.
10. Contractor physicians will attend an orientation session at the Fire Department. This orientation will demonstrate the rigors of firefighting.
11. Be able to provide and complete the Fire Department medical evaluations on site at Fire Department location.

D. Other Services

1. Infection Control Services

Contractor shall provide infection control services for City personnel (primarily Fire and Police) per all Centers for Disease Control (CDC) and Occupational Safety Health Administration (OSHA) requirements. This includes not only the initial assessment for an on the job exposure, but all follow up care with employees until the exposure has been determined resolved per CDC and/or OSHA guidelines.

2. When testing for Tuberculosis (TB) in fire department personnel for any reason, the contractor shall use the T-Spot or the QFT-T (In-Tube) test. The contractor shall also coordinate with Risk Management to ensure that all fire department personnel have received their one-time vaccine of the T-Dap booster.

3. Contractor shall provide all other services required including, but not limited to:

- i. Audiometric testing
- ii. Respirator fit testing and clearance
- iii. Hepatitis shots

2. Police Officers

MINIMUM COMPONENTS OF THE CLINICAL TESTS

The examiner shall conduct a medical history (based on review of the applicant's completed Medical History Statement[Form F-1(LE)]) and administer a medical examination which includes, but is not limited to, the following components:

- 1) urinalysis (Dipstick);
- 2) tuberculosis (Mantoux) - chest x-ray as indicated; and
- 3) urine drug screen

Recommended tests

- 1) electrocardiogram (ECG) Resting - only if indicated by history or if resting pulse is less than 50 or greater than 100.
- 2) Complete blood count
- 3) Sickle cell screening
- 4) Hepatitis B titers

A full description of the NCDOJ form can be found on the following website:

<https://ncdoj.gov/law-enforcement-training/criminal-justice/forms-and-publications/#91-114-wpfd-law-enforcement>

### 3. Emergency Communications

The examiner shall conduct Audiometric and Vision tests

### 4. CDL Holders

Contractor shall conduct CDL physical examinations in accordance with the North Carolina Department of Transportation guidelines.

### 5. Laborer

Contractor must be able to provide other medical services such as pre-employment physical exams (including long form physicals for CDL holders and labor intensive positions).

### 6. Other

Contractor shall conduct other pre-employment physicals and testing as directed by the City to include summer interns/immunizations.

## **B. Medical Evaluations – For Fire Department Only**

### 1. Fitness for Duty

Occasionally the Fire Department may request a fitness for duty evaluation of an employee to determine the employee's ability to safely perform the essential functions of his/her job duties. Contractor shall conduct a review of employee's medical records and conduct a medical evaluation of employee to make this determination.

### 2. Return to Work

Fire Department employees who have been out of work for 10 days or more for a personal injury or illness are required to be evaluated by contractor before returning to work. Contractor shall review employee's personal medical records and conduct a medical evaluation of employee to determine the employee's ability to safely perform the essential functions of his/her job duties.

## **C. Firefighter Wellness Program**

Contractor shall:

1. Be completely knowledgeable of NFPA Standard 1582, Standard on Medical Requirements for firefighters, and NFPA Standard 1500, Standard for Firefighter Occupational Health and Safety.
2. Provide repeat physical examinations and Fit for Duty examinations in accordance with NFPA Standard 1582, Standard on Medical Requirements for Firefighters and the City of Durham Fire Department Wellness Policy FD-2022, R1. (A copy of this policy shall be provided to the Contractor.) The contractor will be responsible for creating the annual physical schedule based on FD-2022 Wellness Policy and the Fire Department shift schedule. The annual physical schedule will be approved by the Fire Department prior to implementation. The monthly schedule will be submitted for approval 30 days prior to the first scheduled physical of the month being scheduled.
3. Provide annual physical examinations for hazardous materials team members in accordance with OSHA 29CFR1910.120.
4. Provide annual health evaluations for firefighters who are required to wear Self Contained Breathing Apparatus in accordance with OSHA CFR1910.134.
5. Provide treadmill stress test for employees aged 45 years and over.
6. Provide an annual voluntary Prostate Specific Antigen test for all male firefighters 45 years of age and older.
7. Provide an annual voluntary Breast Cancer screen up to and including a Mammogram for all female firefighters.
8. Be knowledgeable of the physical and mental stresses confronted by firefighters and contractor physicians will attend an orientation session at the Fire Department. This orientation will demonstrate the rigors of firefighting.
9. Be able to provide and complete the Fire Department medical evaluations on site (at Fire Department location).

#### **D. Other Services**

##### **1. Infection Control Services**

Contractor shall provide infection control services for City personnel (primarily Fire and Police) per all Centers for Disease (CDC) and Occupational Safety Health Administration (OSHA) requirements. This includes not only the initial assessment for an on the job exposure, but all follow up care with employees until the exposure has been determined resolved per CDC and or OSHA guidelines.

2. When testing for Tuberculosis (TB) in fire department personnel for any reason, the contractor shall use the T-Spot or the QFT-T (In-Tube) test. The contractor shall also coordinate with risk management to ensure that all fire department personnel have had their one time vaccine of the T-Dap booster.

3. Contractor shall provide all other services required including but not limited to:

- i. Audiometric testing
- ii. Respirator fit testing and clearance
- iii. Hepatitis shots

##### **E. Summary**

Below is a summary of medical evaluations of one year, from January 1, 2020 to January 1, 2021

- Number of Pre-employment physicals for City of Durham employees (excluding Police and Fire) – **122**
- Number of Pre-employment physicals for Police – **59**
- Number of Pre-Employment physicals for Fire – **24**
- TB tests – **98** (including Police pre-employment, excluding Fire)
- Hep-B vaccines – **64** (the Hep B series is 3/shots - so most patients received 3 shots - 1st, 2nd & 3rd)
- HPE – **144** (Human Performance Evals or Lift Assessments)

Additional physicals/evals performed:

- Fire Department Annual Physicals – **86**
- Fire Department Annual Physicals, Males over 40 – **201**
- Fire Department Annual Physicals, Females over 40 - **4**
- Fire Department Fit for Duty Evaluations – **11**

Other tests would also include Respirator fit tests, Flu Shots, EKG, PFT/Spirometry, Audiometric and Vision tests

##### **F. Access to Information and Records**

Contractor shall adhere to all City procedures regarding access to and use of City supplied technology. Further, the Contractor shall have access to information regarding the City, its operations and its employees, of which information may be confidential (or not public information) in whole or in part. Contractor shall treat all information as confidential and shall make no release of information to unauthorized sources. The Contractor is authorized to communicate information to the Risk Manager, Human Resources Director and City Attorney and any other attorneys designated to represent the City, or as may be authorized by any of the aforementioned City officials. Further, the Contractor is authorized to communicate as necessary with approved and/or assigned medical and rehabilitation professionals. All communication of information shall conform to all applicable local, state and federal laws, including the Health Insurance Portability and Accountability Act. (HIPAA)

The City shall retain ownership of all medical files and any and all records generated in connection with the Work. The contractor shall maintain custody and store all files for the duration of the contract. Maintenance of all files and records shall be in accordance with all applicable local, state and federal laws, including the requirements of HIPAA.

#### **50. Compensation Amount and Schedule.**

The City will make payment for services to the contractors based on a negotiated payment schedule with terms of net 30 days. Each billing must consist of an itemized invoice that shows the names, dates, type service provided and amount billed for each service. No payment will be made for “no shows” or other cases where services have not been provided. No payment will be made until the project manager has approved the invoice.

#### **60. Definitions in this RFP: City, RFP, Proposal, Candidate, Contractor, Should.**

Unless the context indicates otherwise – (a) The expressions “RFQ,” “this RFQ,” and “the RFQ” refer to this document as it may be amended or updated. (b) “City” and “city” mean the City of Durham. (c) The “proposal” is the response of a person, firm, or corporation proposing to provide the services sought by this RFQ. (d) The word “Candidate” or “candidate” is the person, firm, or corporation that submits a proposal or that is considering submitting a proposal. (e) The word “Contractor” or “contractor” is the person, firm, or corporation with which the City enters into a contract to provide the services sought by this RFQ. That is, “contractor” generally refers to a successful candidate that has obtained a fully executed contract with the City, while “candidate” is generally reserved to the stage before a contract has been signed. (f) The word “should” is used to tell candidates what the City thinks it wants and/or what the project manager thinks is best. Candidates that want to increase the likelihood of being selected will, in general, do what the RFQ says candidates “should” do, but failure to comply with all “shoulds” will not necessarily and automatically result in rejection.

#### **70. Contract.**

The City anticipates that the conclusion of the RFQ process will be a contract between the City and the successful candidate under which the successful candidate will provide the goods and services generally described in this RFQ. It is the City’s intention to use the contract that is attached as Exhibit A, modified and filled in to reflect the RFQ and the proposal. If a candidate objects to any of the contract, it should state the objections in its proposal.

#### **80. Trade Secrets and Confidentiality.**

As a general rule, all submissions to the City are available to any member of the public. However, if materials qualify as provided in this section, the City will take reasonable steps to keep trade secrets confidential.

##### **Definitions.**

In this section (Trade Secrets and Confidentiality) – The term “candidate” includes the candidate as contractor (that is, after it is a party to a contract with the City). The term “trade secret” means business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that:

- a. Derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use; and
- b. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The existence of a trade secret shall not be negated merely because the information comprising the trade secret has also been developed, used, or owned independently by more than one person, or licensed to other persons.

The term “record” means all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, received by the City of Durham in connection with the candidate’s proposal.

##### **(a) Designation of Confidential Records.**

- c. To the extent that the candidate wishes to maintain the confidentiality of trade secrets contained in materials provided to the City, the candidate shall prominently designate the material with the words “trade secrets” at the time of its initial disclosure to the City. The candidate shall not designate any material provided to the City as trade secrets unless the candidate has a reasonable and good-faith belief that the material contains a trade secret. When requested by the City, the candidate shall promptly disclose to the City the candidate’s reasoning for designating material as trade secrets; the candidate may need to label parts of that reasoning as trade secrets. In providing materials to the City, the candidate shall make reasonable efforts to separate those designated as trade secrets from those not so designated, both to facilitate the City’s use of the materials and to minimize the opportunity for accidental disclosure. For instance, if only a sentence or paragraph on a page is a trade secret, the page must be marked clearly to communicate that distinction. To avoid mistake or confusion, it is generally best to have only trade secret information on a page and nothing else on that page. To the extent authorized by applicable state and federal law, the City shall maintain the confidentiality of records designated “trade secrets” in accordance with this section. Whenever the candidate ceases to have a good-faith belief that a particular record contains a trade secret, it shall promptly notify the City.

##### **(b) Request by Public for Access to Record.**

When any person requests the City to provide access to a record designated as a trade secret in accordance with subsection (a) above, the City may (1) decline the request for access, (2) notify the candidate of the request and that the City has provided, or intends to provide, the person access to the record because applicable law requires that the access be granted, or (3) notify the candidate of the request and that the City intends to decline the request. Before declining the request, the City may require the candidate to give further assurances so that the City can be certain that the candidate will comply with subsection (c) below.

##### **(c) Defense of City.**

If the City declines the request for access to a record designated as trade secrets in accordance with subsection (a), then, in consideration of the promises in (b) above and for considering the candidate’s proposal, the candidate agrees that it shall defend, indemnify, and save harmless Indemnitees from and against all Charges

that arise in any manner from, in connection with, or out of the City's non-disclosure of the records. In providing that defense, the candidate shall at its sole expense defend Indemnitees with legal counsel. The legal counsel shall be limited to attorneys reasonably acceptable to the City Attorney. Definitions. As used in this subsection (c), "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, fines, penalties, settlements, expenses, attorneys' fees, and interest. Indemnitees" means the City, and officers, officials, independent contractors, agents, and employees, of the City. "Indemnitees" does not include the candidate. The City may require the candidate to provide proof of the candidate's ability to pay the amounts that may reasonably be expected to become monetary obligations of the candidate pursuant to this section. If the candidate fails to provide that proof in a timely manner, the City shall not be required to keep confidential the records whose non-disclosure gives rise to the potential monetary obligation. Nothing in this agreement shall require the City to require any person (including the City itself) to be placed in substantial risk of imprisonment, of being found by a court to be in contempt, or of being in violation of a court order. This subsection (c) is separate from and is to be construed separately from any other indemnification and warranty provisions in the contract between the City and the candidate.

**85. Reserved.**

**90. Bonds.**

No fidelity bond, performance bond or payment bond is required for this agreement.

**100. Insurance.**

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following applicable coverage's and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

**Commercial General Liability** — Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

**Automobile Liability** — Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor 9 does not own automobiles, Contractor agrees to maintain coverage for Hired and NonOwned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a City of Durham site.

**Umbrella or Excess Liability** — Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Contractor agrees to endorse City of Durham as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.

**Worker's Compensation & Employers Liability** — Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with Employer Liability limits of no less than \$1,000,000 each accident, each employee and policy limit. This policy must include a Waiver of Subrogation.

**Professional Liability-** Contractor agrees to maintain Professional Liability Insurance with limits no less than \$1,000,000, covering claims arising out of professional architect, engineers and surveyors services performed in connection with this contract.

**Environmental/Pollution-** Contractor agrees to maintain Environmental/Pollution Liability Insurance with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, covering claims arising out of the use or application of chemicals/herbicides as well as the negligent release of hazardous materials. Coverage may also be satisfied by endorsement to the Commercial General Liability policy with minimum limits of \$1,000,000/\$2,000,000.

**Additional Insured** — Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability. The Additional Insured shall read 'City of Durham as its interest may appear'.

**Certificate of Insurance** — Contractor agrees to provide City of Durham a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a

non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the nonrenewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

The Certificate Holder address should read:

City of Durham

Attn: (Insert Name of Department maintaining the Contract)

101 City Hall Plaza

Durham, NC 27701

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Durham's Risk Manager.

**110. Discretion of the City.**

A. The City of Durham reserves the right to reject any or all proposals.

B. NOTWITHSTANDING anything to the contrary in this document or in any addendums to this document, unless the contrary provision refers specifically to this provision, the City reserves the right (i) to negotiate changes of any nature with any candidate with respect to any term, condition, or provision in this document and/or in any proposals, whether or not something is stated to be mandatory and whether or not it is said that a proposal will be rejected if certain information or documentation is not submitted with it, and (ii) to enter into an agreement for some or all of the work with one or more persons, firms, or corporations that do not submit proposals. For example, all deadlines are for the administrative convenience or needs of the City and may be waived by the City in its discretion. This subparagraph B applies to the entire RFP, including the Equal Business Opportunity Program portions.

C. Where the City asks or tells candidates to do stated things, such as that a proposal should follow a stated format or that the candidate should do stated things in seeking the contract, the City may reject a proposal because it does not comply with those requests, so the candidate is adding to its risk of rejection by non-compliance. Still, the City may, in its discretion, waive non-compliance. This subsection (C) does not limit subsections (A) and (B).

D. Of course, once a contract is signed, the parties to the contract may enforce the contract according to its terms as allowed by applicable law.

**SCHEDULE**

**120. Schedule.**

The work schedule set out herein represents the City's best estimate of the schedule that will be followed. If a component of the schedule, such as the completion date is delayed, the overall schedule will be adjusted accordingly.

Issue RFQ	November 22, 2021
Pre-Submittal Conference	November 30, 2021
Questions Regarding RFQ Submittal Deadline	4:00 p.m. December 6, 2021
Proposal Submittal Deadline	3:00 p.m. December 17, 2021
Proposal Evaluation	January 11, 2022

**130. Keeping Proposals Open.**

All proposals will remain open and valid for the City to accept for a period of 60 days after the deadline for submission of proposals. The Project Manager may release candidates from this obligation by a written letter that specifically refers to this paragraph if he or she determines that the candidate and/or the proposal will not meet the City's needs.

**140. Deadline to Submit Proposals.**

Applicants should see that their Proposals are received at the following address by December 17<sup>th</sup>, 2021 at 3:00 PM: 101 City Hall Plaza, Durham NC 27701.

**GETTING MORE INFORMATION ON THE PROJECT AND RFP PROCESS**

**150. Questions.**

Questions about the RFQ and the RFQ process should be submitted to the project manager identified at the beginning of this RFQ must be received by 4:00 December 6th, 2021.

**160. Pre-submittal conferences, meetings, and site visits.**

A pre-proposal conference will be held on November 30th, 2021 at 2:00 p.m. via conference call. The purpose of the conference is to discuss the work to be performed with the prospective Proposers and allow them to ask questions concerning the RFQ. Questions and answers will be transcribed and sent to prospective Proposers as soon as possible after the meeting. Attendance is encouraged but not mandatory.

Zoom meeting.



Meeting ID: 816 8728 6471  
Passcode: 253510

**170. Updates and revisions to RFP.**

This RFQ and addendums are normally posted on the City's website, on the Purchasing Division's webpage posted below. Check that webpage to see that you have received all addenda. <http://durhamnc.gov/ich/as/fin/Pages/bids.aspx>

**EVALUATION CRITERIA**

**180. Evaluation Criteria.**

If an award is made, it is expected that the City's award will be to the candidate that agrees to meet the needs of the City. A number of relevant matters will be considered, including qualifications and cost.

**190. Understanding of the Project— 5 points**

Proposals will be evaluated against the questions set out below.

- (a) How well has the candidate demonstrated a thorough understanding of the purpose and scope of the project?
- (b) How well has the candidate identified issues and potential problems related to the project?
- (c) How well has the candidate demonstrated that it understands the deliverables the City expects it to provide?
- (d) How well has the candidate demonstrated that it understands the City's schedule and can meet it?
- (e) Adherence to the City's SDBE program

**200. Methodology Used for the Project— 10 points**

Proposals will be evaluated against the questions set out below.

- (a) How well does the methodology depict a logical approach to fulfilling the requirements of the RFQ?
- (b) How well does the methodology match and contribute to achieving the objectives set out in the RFQ?
- (c) How well does the methodology interface with the schedule in the RFQ?

**205. Methods and Procedures – 20 points**

Proposals will be evaluated against the questions set out below.

- (a) How many local locations does the vendor have within 25 miles of Durham NC, how many you have within North Carolina, and describe if they have the ability to perform Employment-related physical exams in other states.
- (b) How will orders would be taken from the City of Durham for services, such as through a web portal, order system, email, fax etc.
- (c) How testing results would be communicated or transmitted back to the City of Durham, such as through a web portal, order system, email, fax etc.
- (d) What other medical services, diagnostic tests, or related services your organization could provide (if any).
- (e) Do your local facilities allow "walk-in" patients or would appointments need to be made?
- (f) What forms or documents will need to be provided by the candidate at the time of the physical?
- (g) What forms or documents will need to be provided by the City to the vendor prior to physicals (such as job descriptions, ADA job requirements etc.)?
- (h) Do you offer onsite testing or services? (eg. immunization shots, hearing tests, health screenings, done at City of Durham locations)

**210. Management Plan for the Project— 5 points**

Proposals will be evaluated against the questions set out below.

- (a) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- (b) How well is accountability completely and clearly defined?
- (c) Is the organization of the project team clear?
- (d) How well does the management plan illustrate the lines of authority and communication?
- (e) To what extent does the candidate already have the hardware, equipment, and licenses necessary to perform the contract?

- (f) Does it appear that the candidate can meet the schedule set out in the RFP?
- (g) Has the candidate offered alternate deliverables and gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- (h) Is the proposal practical, feasible, and within budget?
- (i) How well have potential problems been identified?
- (j) Is the proposal responsive to all material requirements in the RFP?

**220. Experience and Qualifications— 20 points**

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

- (a) Do the individuals assigned to the project have experience on similar projects?
- (b) Are resumes complete and do they demonstrate backgrounds that are desirable for individuals engaged in the work the project requires?
- (c) How extensive are the applicable education and experience of the personnel designated to work on the project?
- (d) How knowledgeable are the candidate's personnel of the local area and how many individuals have worked in the area previously?

Questions regarding the candidate:

- (e) How well has the candidate demonstrated experience in completing similar projects on time and within budget?
- (f) How successful is the general history of the candidate regarding timely and successful completion of projects?
- (g) Has the candidate provided letters of reference from clients?
- (h) How reasonable are the candidate's cost estimates?
- (i) If subcontractors will perform work on the contract, how well do they measure up to the evaluation used for the candidate?

**230. Contract Cost— 40 points**

The lowest cost proposal will receive the maximum number of points allocated to cost. Cost is one of a number of factors, so a candidate with the lowest cost cannot count on being selected.

**CONTENTS OF PROPOSAL**

**240. Contents of Proposal.**

The Proposal should include sections, numbered as indicated below. In preparing the Proposal, applicants should refer to the evaluation criteria stated above.

**1. Contact information.**

Include the applicant's name and address, and the contact information (name, mailing address, email address, fax number, and telephone number) of the person whom the City should contact regarding the proposal.

**2. Legal Status of the Candidate and Signers.**

State the full, exact name of the applicant. State whether the candidate is an individual, corporation, limited partnership, general partnership, limited liability company, professional corporation, professional association, etc. If it is anything other than an individual or a general partnership, specify the State under which the entity is organized. If the State under which the entity is organized is not North Carolina, specify whether the candidate has received a certificate of authority from the N. C. Secretary of State to transact business in North Carolina. State whether the entity is in existence at the time the proposal is submitted, and if not, whether and when the candidate intends to officially form the entity. State the names and titles of the individuals who will sign the agreement

**3. Qualifications, References, and Licenses.**

Describe the general nature of your medical practice with a brief history.

- a. Describe the experience of the physician(s) and other medical professionals who would be assigned to provide services to the City and the percentage of medical professional time spent performing occupational medical services described above and other professional services provided by these individuals.
- b. If you have limited or no experience in handling employment-related health matters as requested in the Scope of Work, please describe in detail how you would propose to develop the requisite expertise in order to provide such services to the City.
- c. Give brief resumes of the physicians and other medical professionals who would be assigned to work with the City. Describe the anticipated division of duties among physicians, physician extenders, nurses, and others.
- d. Provide the names and telephone numbers of five clients you have provided similar or related services as described in Scope of Work who may be contacted as references.

- e. Verify that the list of services described above will be provided by your firm/practice and identify any other related services that you would customarily provide as part of a contract for employment-related health services.
- f. Provide information on the capability of your practice to do a potentially high (although varying) volume of work for the City very quickly, if necessary.
- g. Provide written evidence that physicians and physician extenders in the practice are licensed by the North Carolina Board of Medical Examiners and in good standing, with no unresolved complaints regarding competence, conduct, or quality of service, and no history of negative findings

**4. Project Team, Location of Work, and Subcontracting.**

State the names and qualifications of the individuals who will have responsibility for this project.

**5. Workforce Diversity Questionnaire.** Complete the *Contractor Workforce Diversity Questionnaire* and provide it with your proposal.

**6. Compensation.** Explain the entire compensation arrangement that you propose.

**7. Assumptions regarding City of Durham Actions and Participation.** If your proposal assumes that the City will take certain actions, provide facilities, or do anything else, you should state these assumptions explicitly.

**8. Equal Business Opportunity Program.**

It is the policy of the City to provide equal opportunities for City contracting for persons who own underutilized businesses doing business in the City’s Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct present effects of past discrimination and to resolve complaints of discrimination. This policy applies to all professional services categories.

The goals for this proposal are 0% M/UBE and 0% W/UBE. In accordance with the Ordinance, all proposers are required to provide information requested in the Professional Services Forms package included with this request. The UBE Participation Documentation is required of all proposers. Complete the form with the prime proposer’s information and sign, even when there is no UBE participation. If your firm chooses to include minority/women business participation, the Letter of Intent to Perform as a Sub-consultant document is also required with the proposal. Proposals that do not contain the appropriate, completed Professional Services Forms may be deemed non-responsive and ineligible for consideration. The “Request to Change UBE Participation” and “UBE Goals Not Met/Documentation of Good Faith Efforts” forms are not applicable at this time.

The Equity & Inclusion Department is responsible for the Equal Business Opportunity Program. All questions about Professional Services Forms should be referred to Deborah Giles or other department staff at (919) 560- 4180 or [Deborah.Giles@durhamnc.gov](mailto:Deborah.Giles@durhamnc.gov).

**9. Financial Condition, Insurance, Bonds, and Taxes.**

None required.

**10. Conflict of Interest.** If the candidate has any grounds to believe there could be a conflict of interest, such as that a City employee who is involved in awarding the contract has a connection with the candidate, please explain.

**11. Non-collusion.**

Sign the following and include it with your response:

NON-COLLUSION AFFIDAVIT

By executing this proposal, I certify that this proposal is submitted to the City of Durham competitively and without collusion. I am authorized to represent the candidate both in submitting this bid and in making this Non-collusion Affidavit. To the best of my knowledge and belief, (1) the candidate has not violated N. C. General Statute section 133-24 in connection with the proposal, (2) the candidate has not entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with its proposal, and (3) the candidate intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor. The neuter includes the masculine and the feminine. The candidate to which this Non-Collusion Affidavit refers is:

\_\_\_\_\_.  
*(insert name of candidate)*

\_\_\_\_\_  
(signature of individual)

ACKNOWLEDGMENT

Type or print name of the individual who signed the affidavit:

\_\_\_\_\_  
Type or print the name of Notary Public signing this acknowledgment:

Place where acknowledgment occurred: County of \_\_\_\_\_, State of \_\_\_\_\_

Notary's residence : County of \_\_\_\_\_, State of \_\_\_\_\_

I, the Notary Public named above, certify (1) the individual named above personally appeared before me this day, (2) I have personal knowledge, or satisfactory evidence, of the individual's identity; and (3) the individual acknowledged signing the foregoing affidavit.

This the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_

Notary Public

My commission expires:

\_\_\_\_\_

**COVER LETTER WITH PROPOSAL**

**250. Cover letter.** The proposal should contain a cover letter, signed by a principal of the candidate. The cover letter should contain the following statement:

The undersigned, whose title and position with the candidate are stated next to or beneath his or her signature, has the authority to submit this proposal (including this cover letter) on behalf of the candidate in response to the City of Durham's Request for Proposals.

Unless otherwise clearly stated in this response to the RFP, our proposal accepts the terms and conditions stated in the RFP, including the description of services to be performed and the provisions of the contract to be signed.

The cover letter should contain one of the following two paragraphs A or B. If (i) the cover letter lacks both paragraph A and paragraph B, or (ii) the cover letter contains paragraph A but fails to comply with the instructions in the section of the RFP titled "Trade Secrets and Confidentiality," the City may treat everything it receives from the candidate as NOT trade secret or confidential, and the City may disclose to the public everything it receives from the candidate.

A. With respect to all trade secrets that the candidate may submit to the City in connection with this proposal or the contract, if the contract is awarded to the candidate, the candidate shall comply with the section of the RFP titled "Trade Secrets and Confidentiality," including all of its subsections, including the subsection titled "Defense of City." The candidate acknowledges that the City will rely on the preceding sentence.

-or-

B. The candidate is not submitting any trade secrets to the City in connection with this proposal or the contract; if the contract is awarded to the candidate, the candidate will not submit any trade secrets to the City in connection with this proposal or the contract. The candidate acknowledges that the City will rely on the preceding sentence.

A. This proposal is an offer that cannot be revoked before 4:30 PM on April 15<sup>th</sup>, 2022. The City may allow the candidate to withdraw the offer by sending written withdrawal permission that refers specifically to this provision.

-or-

B. This proposal is not an offer, and the candidate retains the right to decline to enter into a contract with the City for this project.

**260. Addendums.**

The cover letter should list the last addendum that the City issues for this RFP, with a statement such as *The undersigned candidate has read all the addendums issued by the City for this RFP, through and including Addendum No. \_\_\_\_*. In that blank the candidate should list the number of the last addendum.

## HOW TO SUBMIT A PROPOSAL

### **270. How to submit a Request for Proposals.**

Applicants should submit their proposal addressed Project Manager at the address shown in the “Project Manager and Contact with City” section at the beginning of this RFQ. Proposals are to be received no later than 4 PM, December 17, 2021. Submittals should not be made by email or fax.

### **280. Format.**

One original paper copy and one electronic copy on “Flash” or “Jump” portable drive should be submitted.

### **290. Alternative Proposals.**

If you wish to submit a proposal that does not comply with the City’s standards and expectations, consider submitting two proposals: a proposal that complies, plus a proposal that does not comply, so that your “non-compliant” version can be considered as an alternative if the City is interested. This will allow your compliant version to be considered if the City remains steadfast on applying the standards and expectations.

### **300. Candidate to Bear Expense; No Claims against City.**

No candidate will have any claims or rights against the City arising out of the participation by a candidate in the proposal process. No candidate will have any claims or rights against the City for the City’s failure to award a contract to it or for awarding a contract to another person, firm, or corporation, regardless of whether the other person, firm, or corporation participated in the RFP process or did not submit a proposal that complied with the RFP. A notice of award will not constitute acceptance by the City; the City’s only method of acceptance is the City’s execution of a formal contract in accordance with law.

### **310. State Treasurer’s lists regarding Iran and Boycott of Israel.**

If the value of the contract is \$1,000 or more, the following applies unless the candidate otherwise states in its proposal: the candidate affirms (by submitting a proposal) that (1) its name does not appear on the list of companies that are engaged in a boycott of Israel developed by the N. C. State Treasurer under N.C.G.S. 147-86.81(a)(1) or on a list created by the Treasurer pursuant to N.C.G.S. 147-86.58 as a company engaging in investment activities in Iran, and (2) it has no reason to expect that its name will appear on either of those lists. Take notice that a contract between a company named on either list and the City may be void.

### **320. Notice under the Americans with Disabilities Act.**

A person with a disability may receive an auxiliary aid or service to effectively participate in city government activities by contacting the ADA Coordinator, voice (919) 560-4197, fax 560-4196, TTY (919) 560-1200, or [ADA@durhamnc.gov](mailto:ADA@durhamnc.gov), as soon as possible but no later than 48 hours before the event or deadline date.

**Aviso bajo el Acto de Americanos Discapacitados** – Una persona con una discapacidad puede recibir asistencia o servicio auxiliar para participar efectivamente en actividades del gobierno de la ciudad con ponerse en contacto con el Coordinador de ADA, buzón de voz (919) 560-4197, fax (919) 560-4196, TTY (919) 560-1200, o [ADA@durhamnc.gov](mailto:ADA@durhamnc.gov), lo más antes posible pero no menos de 48 horas antes del evento o fecha indicada.

### **330. Values of City of Durham regarding Treatment of Employees of Contractors**

- A. Statement of City EEO Policy.** The City of Durham opposes discrimination in employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Therefore, it desires that firms doing business with the City:
1. not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
  2. take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. This action includes employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  3. state, in solicitations or advertisement for employees, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
  - 4- include this Statement of City EEO Policy in every purchase order for goods to be used in performing City contracts and in every subcontract related to City contracts.
- B. Livable Wage.** The City of Durham desires that firms doing business with the City pay their workers a livable wage rate while working on City contracts. The livable wage rate is \$15.46 per hour through June 30, 2021, and \$16.25 per hour for July 1, 2021 – June 30, 2022. The City will re-set the rate for the period after June 30, 2022.

--- End of RFP ---