

**RFP 35-08**

City of Concord, New Hampshire

Purchasing Department

**PHYSICAL EXAMINATIONS AND MEDICAL SERVICES**

Prepared for, and in coordination with the

**PERSONNEL DEPARTMENT**

Contract Documents  
Proposal Documents  
Specifications

Firm: \_\_\_\_\_

**Proposal Due Date/Time: March 20, 2008 Not Later Than 2:00 PM**



# City of Concord, New Hampshire

## PURCHASING DIVISION

41 GREEN STREET

CONCORD, NH 03301

(603) 225-8530 FAX: (603)230-3656

## REQUEST FOR PROPOSALS

The City of Concord, New Hampshire wishes to engage the services of a qualified private firm(s) to provide the City with pre-employment, annual and promotional physical examinations as well as other medical services. The successful firm must be lawfully engaged in the practice of conducting the required physical examinations and medical services in the State of New Hampshire.

An overview and detailed specifications are provided later in the Request for Proposal (RFP).

Proposals must be received **no later than 2:00 PM on March 20, 2008** from interested firms, to be eligible for consideration by the City. Each statement shall be submitted in a sealed envelope which is clearly marked,

### **"RFP 35-08, PHYSICAL EXAMINATIONS AND MEDICAL SERVICES"**

Requests may be issued only by the Purchasing Agent, or his designee, to authorized firms, and are not transferable unless authorized by the Purchasing Agent.

Complete copies of RFP35-08 are available from the Purchasing Agent, City of Concord, City Hall, 41 Green Street, Concord, NH 03301 (603-225-8530) or on-line at [www.onconcord.com/purchasing](http://www.onconcord.com/purchasing).

**All proposals received will be considered confidential and not available for public review until after a vendor has been selected.**

The City reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept the proposal considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest of the City to do so. Failure to submit all information called for and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.

**Failure to submit all information as detailed on the Proposal Submission Checklist and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.**

All proposals are, at the discretion of the City, advertised in various publications and are posted publicly at (1) City of Concord, City Hall, 1<sup>st</sup> Floor, 41 Green Street, Concord, NH 03301 and (2) on the City of Concord web site at [www.onconcord.com/purchasing](http://www.onconcord.com/purchasing).

CITY OF CONCORD, NEW HAMPSHIRE

\_\_\_\_\_  
Douglas B. Ross, Purchasing Agent

Date: \_\_\_\_\_

**Proposal Due Date/Time: March 20, 2008 not later than 2:00 PM**

## GENERAL TERMS AND CONDITIONS

### PREPARATION OF PROPOSALS:

Proposals shall be submitted on the forms provided and must be signed by the Proposer or the Proposer's authorized representative. The person signing the proposal shall initial any corrections to entries made on the proposal forms.

Proposers must quote on all items appearing on the proposal forms unless specific directions in the advertisement, on the proposal form or in the special provisions allowed for partial Proposals. Failure to quote on all items may disqualify the proposal. When proposals on all items are not required, Proposers shall insert the words "no proposal" where appropriate.

Alternative proposals will be considered, unless otherwise stated, only if the alternate is: (1) Described completely, including, but not limited to, sample(s), if requested, and specifications sufficient so that a comparison to the request can be made; and (2) Submitted as part of the base proposal response, i.e. it shall not be a separate document which could be construed as a second proposal.

Unless otherwise stated in the Request for Proposal (RFP), the proposer agrees that the proposal shall be deemed open for acceptance for sixty (60) calendar days subsequent to submittal to the City of Concord.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Agent no later than seven (7) calendar days before the Request for Proposals due date to be considered. Any changes to the Request for Proposals will be provided to all Proposers of record.

The Proposer shall not divulge, discuss or compare this proposal with other Proposers and shall not collude with any other Proposer or parties to a proposal whatever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery materials are allowed. Any such violation will result in the cancellation and/or return of materials, as applicable, and the removal from Proposal List).

The name of manufacturer, trade name, or catalog number mentioned in this Request for Proposal is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive, although specified color, type of material and specified measurements may be mandatory. Proposals will be considered for any brand which meets or exceeds the quality of the specifications listed. On all such proposals, the Proposer shall specify the product they are proposing and shall supply sufficient data to enable a comparison to be made with the particular brand or manufacturer specified. Failure to submit the above may be sufficient grounds for rejection of the proposal.

When samples are required, they must be submitted free of cost and will be returned unless otherwise specified.

Items left for demonstration purposes shall be delivered and installed free of charge and shall be removed by the vendor at no cost to the City. Said demonstration units shall not be offered to the City as new equipment unless mutually agreed to.

The vendor may be required to supply proof of compliance with proposal specifications. When requested, the vendor must immediately supply the City with certified test results or certificates of compliance.

Where none are available, the City may require independent laboratory testing. All costs for such testing, certified test results or certificates of compliance, shall be the responsibility of the vendor.

**Unless otherwise stated, all prices are F.O.B.: Destination. No charge for packing or drayage will be allowed. All deliveries are to be pre-paid, C.O.D.'s will not be accepted.**

**Each shipment shall be identified by Purchase Order and/or RFP number, commodity description and packing list. All items, packages, etc. shall have clearly identifiable external markings or tags for ease of identification.**

#### **SUBMISSION OF PROPOSALS:**

Proposals must be submitted as directed in the Request for Proposals, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.

#### **WITHDRAWAL OF PROPOSALS:**

Proposals may be withdrawn prior to the opening date and time upon written, faxed, e-mailed or telegraphic request of the Proposer to the Purchasing Agent. Negligence on the part of the Proposer in preparing this proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening. Proposals may not be withdrawn for a period of sixty (60) days after the date of opening indicated herein or as modified by addenda.

#### **PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL:**

If more than one proposal is offered by any one party, or by any person or persons representing a party, all such proposals shall be rejected. A party who has quoted prices to a Proposer is not thereby disqualified from quoting prices to other Proposers or from submitting a direct proposal in its own behalf.

#### **RECEIPT AND OPENING OF PROPOSALS:**

Proposals shall be submitted prior to the time fixed in the Request for Proposals. Proposals received after the time so indicated shall be returned unopened.

#### **PROPOSAL RESULTS:**

**All proposals received shall be considered confidential and not available for public review until after a vendor has been selected. All proposals shall be subject to negotiations prior to the award of a contract.**

**NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.**

#### **TIE PROPOSALS:**

When identical Proposals are received, with respect to price, delivery, financial resources, experience, ability to perform and quality, award may be made by a toss of coin, with the following exception: When a tie proposal exists between a local (a business establishment within City limits) Proposer and an out-of-town Proposer, preference will be given to the local Proposer. Any Proposer having a local agent who is a bona fide resident of the City is considered a local Proposer. If a tie proposal exists between two local Proposers, or two out-of-town Proposers, the decision may be made by a toss of coin.

## LIMITATIONS:

This Request for Proposal (RFP) does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the City to do so.

## PROPOSAL EVALUATION:

In an attempt to determine if a proposer is responsible, the City, at its discretion, may obtain technical support from outside sources. Each proposer will agree to fully cooperate with the personnel of such organizations.

## AWARD OF CONTRACT:

Any contract entered into by the City shall be in response to the proposal and subsequent discussions. It is the policy of the City that contracts be awarded, among other considerations, only to responsive and responsible Proposers. In order to qualify as responsive and responsible, a prospective vendor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance; and
- Adhere to the specifications of this proposal and provide all documentation required of this proposal

The contract will be awarded to a responsive and responsible proposer based on the qualifications and experience of the proposer, the quality of the equipment/product/service to be provided, the proposer's ability to provide ongoing technical support, the proposer's timeframe for providing the equipment/product/service and the proposer's fee/price proposal. **See the proposal evaluation sheet for more detail concerning how each proposal shall be evaluated.** The proposer selected will be the most qualified and not necessarily the proposer with the lowest price.

The City of Concord reserves the right to waive any formality, informality, information and/or errors in the proposals submitted and the right to reject any or all proposals at its discretion and to accept the proposal which will be in the best interest of the City; or to purchase on the open market if it is considered in the best interest of the City to do so. In case of error in the extension of prices, the unit prices proposed shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

### MODIFICATIONS AFTER AWARD:

The City reserves the right to incorporate minor modifications, which may be required by it. The Vendor will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request of it can prove that the timing or extent of the modifications implies a major effort on its part.

### CANCELLATION OF AWARD:

The City reserves the right to cancel the award without liability to the proposer at any time before a contract has been fully executed by all parties and is approved by the City.

### CONTRACT:

Any Contract between the City and the Vendor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the Vendor's proposal in response to the RFP. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP shall govern. However, the City reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP and the Vendor's proposal. In all other matters, not affected by written clarification, if any, the RFP shall govern. The submitter is cautioned that this proposal shall be subject to acceptance without further clarification.

### INSURANCE:

The successful proposer shall procure and maintain insurance, in the amounts and coverage detailed by the proposal documents, acceptable to the City, at the proposer's sole expense, with reputable and financially responsible insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or proposer's performance hereunder and shall furnish to the City certificates of such insurance and renewals thereof signed by the issuing company or agent upon the City's request. Such certificates shall name the City of Concord as an additional insured. Such policies shall provide for cancellation only subsequent to 30 days prior written notice to the City.

The City's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the proposer's obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to, or express waiver by the City, the proposer shall, or shall cause any carrier engaged by the proposer, to insure all shipments of goods for full value.

If the agreement with the proposer involves the performance of work by the proposer's employees at property owned or leased by the City, the proposer shall furnish such additional insurance as the City may request in respect thereof, but in any event and without such request, workers' compensation insurance and unemployment compensation insurance as required by laws of the State of New Hampshire and public and automotive liability and property damage insurance. In no event shall such employees of the proposer be deemed to be the employees of, or under the direction or control of the City for any purpose whatsoever.

WORKER'S COMPENSATION:

All proposers and subcontractors at every tier under the proposer will conform with the requirements of RSA 281 Title XXIII, Section 281-A:2 with close attention to sections VI(a), VI(c) and VII(a) as well as Section 281-A:4.

EXECUTION OF AGREEMENT:

The successful proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the City within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder.

APPROVAL OF AGREEMENT:

Upon receipt of the agreement that has been fully executed by the successful proposer, the owner shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the Contractor. Delivery of the fully executed agreement, along with a Notice to Proceed and a City purchase order, to the Contractor shall constitute the City's approval to be bound by the successful proposer's proposal and the terms and conditions of the agreement.

FAILURE TO EXECUTE AGREEMENT:

Failure of the successful proposer to execute the agreement within ten (10) calendar days from the date mailed or otherwise delivered to the successful proposer shall be just cause for cancellation of the award.

DISQUALIFICATION:

Awards will not be made to any person, firm or company in default of a contract with the City, the State of New Hampshire or the Federal Government.

DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which state any agreement shall be deemed to have been executed. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any agreement, in any jurisdiction whatsoever other than the State of New Hampshire and Merrimack County.

TERMINATION OF CONTACT FOR CAUSE:

If, through any cause, the Vendor shall fail to furnish in a timely and proper manner its obligations under any Contract, or if the Vendor shall violate any of the covenants, agreements or stipulations of any Contract, the city shall thereupon have the right to terminate any Contract by giving written notice to the Vendor of such termination. In such event, all finished or unfinished work, services, plans, data programs and reports prepared by the Vendor under this Contract shall become the City's property and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of any contract, and the City may withhold any payments until such time as the exact amount of damages due the City is determined.

TERMINATION FOR THE CONVENIENCE OF THE CITY:

The City may terminate any contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents and materials shall become the City's property. If any Contract is terminated by the City as provided herein, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

SAFETY DATA SHEET (Right to Know):

Any vendor who receives an order resulting from this Request for Proposal agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to RSA 277-A when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to RSA 277-A. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with that purchase order. Failure to submit MSDS and/or labels on each container may result in civil or criminal penalties, including proposal debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the City. All vendors furnishing substances or mixtures subject to RSA 277-A are cautioned to obtain and read the law referenced above.

PATENT PROTECTION:

The successful proposer agrees to indemnify and defend the City of Concord from all claims and losses resulting from alleged and actual patent infringements and further agree to hold the City of Concord harmless from any liability arising under RSA 382-A, 2-312 (3). (Uniform Commercial Code).

OWNERSHIP OF REPORTS:

All data, materials, plans, reports and documentation prepared pursuant to any contract between the City of Concord and the successful proposer shall belong exclusively to the City.

ASSIGNMENT PROVISION:

The successful proposer hereby agrees that it will assign to the City of Concord all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Concord.

DELIVERY:

Deliveries are to be made only to the department or division indicated on the order and in accordance with accepted commercial practices, without extra charge for packing or containers.

Deliveries, which do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly. Deliveries shall be inside the building, and accepted weekdays between the hours of 7:00 AM and 3:00 PM unless otherwise stated. Delivery arrangements must be made with requesting department prior to delivery.

**INVOICING:**

Unless otherwise stated, invoices are to be submitted in duplicate upon delivery or pick-up to the user department or division. The invoice must include an itemization of all items, supplies, repairs or labor furnished, including unit list price, net price, extensions and total amount due. In addition, on projects that will involve partial/progress payments and/or retainage a summary statement in the following format will be provided with each invoice:

Original Contract Amount	\$\$\$\$\$\$\$\$
Plus/minus Change Orders	\$\$\$\$\$\$\$\$
Total Adjusted Contract Amount	\$\$\$\$\$\$\$\$
Work Completed to Date	\$\$\$\$\$\$\$\$
Less Previous Invoices	\$\$\$\$\$\$\$\$
Less Retainage (if any)	\$\$\$\$\$\$\$\$
Equals: Balance due this Invoice	\$\$\$\$\$\$\$\$
Balance Remaining on Contract	\$\$\$\$\$\$\$\$

**All invoices must reference a valid City of Concord Purchase Order Number.**

**PAYMENT:**

Unless otherwise stated, payment will be made within thirty (30) days of the completion of delivery of all items or service, in acceptable condition, to the City and receipt of invoice, whichever is later.

**ANY CASH DISCOUNT SHALL BE READ TO MEAN CITY PAYDAY, CPD.**

**TAX:**

The City is exempt from all sales and Federal excise taxes. Our exemption number is 02-6000177. Please bill less these taxes.

**FUNDING OUT:**

The City of Concord’s obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.

**ASSIGNMENT OR SUB-CONTRACTING:**

None of the work or services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City’s Purchasing Agent.

**EXCLUSIVITY:**

This contract will be for the goods/services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these goods/services from any other vendor.

PRICING:

Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor, material and transportation costs, and any discounts offered. No fuel surcharges shall be allowed at any time.

AUDIT:

For a period of at least three (3) years after completion of any contract, it is the responsibility of the vendor to make available at the vendor's place of business, upon demand, all price lists, documents, financial records and other records pertaining to purchases made and/or work performed under contract for the purposes of audit by the City of Concord.

INSPECTION & EVALUATION:

The City of Concord reserves the right to inspect the vendor's facilities during operating hours to determine that the level of inventory is adequate for the City's needs. The conditions and operations of the facility shall be taken into consideration in making the award of this contract.

FUGITIVE DUST AND PUBLIC NUISANCE ORDINANCES

All work shall be conducted in conformance with Title I, General Code

1. Chapter 11, Public Nuisances, Article 11-3 Fugitive Dust: and
2. Chapter 13, Public Health, Article 13-6-8 Public Nuisance

GUARANTEES & WARRANTY:

All parts and labor related to agreements must be guaranteed and include a one-year warranty. If any work is unable to be guaranteed, the contractor must inform the City, in writing, prior to the delivery of an item or any work being performed. Non-guaranteed work must be offered at a discount rate from the proposal prices. **Inspection, testing and final determination of non-warranty work shall be performed at no cost to the City.**

FORCE MAJEURE:

Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

NOTIFICATION:

Notification of the parties shall be considered to have been constructively received when it is mailed via the United State Postal Service or delivered in hand to the parties as stated in the contract.

SEVERABILITY:

If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or the inability to enforce a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

PROVISION REQUIRED BY LAW DEEM INSERTED:

Each and every provision and clause required by law to be inserted in any subsequent Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

DISADVANTAGED BUSINESS ENTERPRISES

The City hereby notifies all Vendors that it will affirmatively insure that in any contract entered into pursuant to this Request for Proposals, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age or disability in consideration for an award.

NON-DISCRIMINATION

Contracts for work resulting from this Request for Proposals shall obligate the Vendor/Contractor and the Subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age or disability. Statements as to non-discriminatory practices may be requested from the successful Vendor(s)/Contractor(s).

DEFINITIONS:

Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services.

Proposers shall also mean vendors, offerors, bidders, contractors or any person or firm responding to a Request for Proposals.

GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the City of Concord. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.

*FAILURE TO ACKNOWLEDGE THIS PROPOSAL MAY RESULT IN WITHDRAWAL FROM THE PROPOSAL LIST FOR THIS COMMODITY OR SERVICE.*

*FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.*

## INSTRUCTIONS FOR PROPOSERS

### REQUEST FOR PROPOSALS

#### PHYSICAL EXAMINATIONS AND MEDICAL SERVICES

#### CITY OF CONCORD, NEW HAMPSHIRE

##### 1. GENERAL

The City of Concord, New Hampshire (hereafter referred to as the CITY), is seeking the services of a medical provider to conduct pre-employment, annual, and promotional physical examinations as well as other medical services. Interested medical providers or individuals should respond to this request on or before the time due for submission.

A detailed proposal in compliance with the designated format is required.

Trade secrets or proprietary information submitted by the MEDICAL PROVIDER in connection with a procurement transaction shall not be subject to public disclosure under the New Hampshire Freedom of Information Act. However, the MEDICAL PROVIDER must invoke the protection of this section prior to or upon submission of the information or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) is /are made should be stated by the MEDICAL PROVIDER.

Emphasis in selecting a medical provider or individual shall be placed on the provider or individual's experience in services similar to those which the CITY anticipates undertaking.

##### 2. PROPOSAL SUBMISSION

In order to be considered responsive, proposals must be submitted in one (1) original and one (1) copy to Mr. Douglas Ross, Purchasing Agent, Finance Department, Purchasing Division, City Hall, 41 Green Street, Concord, New Hampshire, 03301.

The City must receive proposals **no later than 2:00 PM on March 20, 2008** to be eligible for consideration. Each statement shall be submitted in a sealed envelope, which is clearly marked:

**RFP 35-08**

**Physical Examinations and Medical Services**

3. GUIDELINES FOR PROSPECTIVE MEDICAL PROVIDERS

It is the policy of the CITY that contracts are awarded only to responsive and responsible MEDICAL PROVIDERS or individuals. In order to qualify as responsive and responsible, a prospective MEDICAL PROVIDER must meet the following standards as they relate to this request:

- a. Have the adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- b. Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- c. Be able to comply with the proposed or required time of completion or performance schedule;
- d. Have a demonstrated satisfactory record of performance; and
- e. Adhere to the specifications of this proposal and provide all documentation required of this proposal.

4. TIMETABLE

Proposals will be reviewed upon opening. It is anticipated that a contract will be signed with a consulting firm as soon as possible after the opening.

5. LIMITATIONS

See General Terms and Conditions

6. REVISIONS TO THE REQUEST FOR PROPOSAL

Any questions or inquiries must be submitted in writing and must be received by the Purchasing Agent **no later than seven (7) calendar days** before the RFP submittal date in order to be considered. Any changes to the RFP will be provided to all offerors of record.

7. TECHNICAL EVALUATION

In the evaluation of the proposals, the CITY, at its discretion, may obtain technical support from outside sources. The offerors will agree to fully cooperate with the personnel of any such organization.

8. SERVICES REQUESTED

See the attached Scope of Services.

9. PROPOSAL PREPARATION

In order to facilitate evaluation of the proposal, the MEDICAL PROVIDER is instructed to follow the outline below in responding. Proposals that do not follow the outline, or do not contain the required information may be considered as unresponsive proposals.

Proposals can be submitted in letter format or as a bound document. Responses must be clear and concise. The following information must be provided.

A. Understanding of the Request

Provide a **statement** of the MEDICAL PROVIDERS' understanding of the City's request for physical examinations and medical services.

B. Company or Individual Background Material

Include information concerning the background, experience and reputation of the MEDICAL PROVIDER that is felt to be pertinent.

C. Ability to Perform/References

Previous work for similar services – the MEDICAL PROVIDER will demonstrate their understanding of, and familiarity with services of this type or similar contracts developed. Medical providers shall list all work of comparable type, which they have performed or supervised within the last five (5) years. Include the Agency name and address and the name and telephone number of a knowledgeable point of contact for each project.

D. Staff Project Manager - Contact Person

Identify the staff project manager and individuals that will be assigned to work on this project.

E. Compensation

The proposal must include a firm, fixed cost for each type of physical exams and tests as identified by the Scope of Services. A Proposal Sheet is provided for this purpose.

F. Signature

The proposal shall be signed by an official authorized to bind the MEDICAL PROVIDER and shall contain a statement to the effect that the proposal is a firm offer and open for acceptance for a sixty (60) day period. The proposal shall also contain the following information:

Name, title, address, and telephone number of the individual(s) with authority to contractually bind the company, and also who may be contacted during the period of proposal evaluation for the purpose of clarifying submitted information.

10. INSURANCE

Per attached the **Insurance Requirements for all Providers**

11. CONTRACT AWARD

Any contract entered into by the City shall be in response to the proposal and subsequent discussions. The award shall be made to a responsive and responsible provider based on the following criteria:

- Adequate financial resources for performance, or ability to obtain such resources;
- Possession of the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Ability to comply with proposed or required time of completion or performance, possession of a satisfactory record of performance and cost;
- Adherence to the RFP specifications and provision of all required documentation.

12. MODIFICATIONS AFTER AWARD

The CITY reserves the right to incorporate minor modifications, which may be required by it. The MEDICAL PROVIDER will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request if it can prove that the timing or extent of the modifications implies a major effort on its part.

13. PAYMENT SCHEDULE

Invoices are due in triplicate and payable within thirty (30) days. Invoices are to be for the actual dollar value of the services provided.

14. OWNERSHIP OF REPORTS

See General Terms and Conditions

15. DISAGREEMENTS AND DISPUTES

See General Terms and Conditions

16. TERMINATION OF CONTRACT FOR CAUSE

See General Terms and Conditions

17. TERMINATION FOR THE CONVENIENCE OF THE CITY

See General Terms and Conditions

18. CONTRACT

See General Terms and Conditions

## SCOPE OF SERVICES

### REQUEST FOR PROPOSALS –RFP35-08

#### PHYSICAL EXAMINATIONS AND MEDICAL SERVICES

The City of Concord, NH seeks proposals for pre-placement and promotional medical examinations for the following areas:

1. Pre-employment and Annual Firefighter Examinations (See Attachment #1, Attachment #2, Attachment #3)
2. Police Officer Examinations (See Attachment #4, Attachment #5, Attachment #6, Attachment #7)
3. Non-CDL Examinations (See Attachment #8)
4. CDL Examinations
5. Drug Screen Specimen Collection (See Attachment #9)
6. Optional Tests/Procedures (See Attachment #10, Attachment #11)

**The City requests the availability to make appointments, flexibility when scheduling examinations, and the timeliness of results. The medical examiner shall provide the City with a “pass/fail” notification within 24 hours of the examination, unless there are extenuating circumstances that make this notification impossible.** The medical provider must be located within 15 miles of City Hall in Concord.

Please provide a firm fixed price for a period of three (3) years from date of contract signing with the option to renew for up to two (2) additional one-year contract periods. The City requests a listing of references as well as medical qualifications for those providing medical services.

#### **1. Firefighter Examinations:**

**(The medical provider will supply Firefighter Medical Form for use with pre-employment, annual, and promotional examinations.)**

Pre-employment and annual firefighter examinations to be conducted in accordance with National Fire Protection Association, NFPA Standard, 1582, “Medical Requirements for Firefighters.” The standard may be obtained at provider’s expense from NFPA, One Batterymarch Park, Quincy, MA 02269.

Pre-employment medical examinations will include a complete review of medical and occupational history with particular emphasis on:

- Vital signs to include height, weight, temperature, pulse, respiration and blood pressure
- Head, nose, ears, mouth and throat
- Eyes – acuity/peripheral vision testing
- Skin
- Nervous system
- Cardiovascular
- Respiratory
- Gastrointestinal
- Genitourinary
- Endocrine & metabolic

- Musculoskeletal
- Laboratory testing to include venipuncture, urinalysis, TB testing, Hepatitis C, CBC, Metabolic Panel (to include glucose, BUN & creatinine, liver function tests), lipid profile, total bilirubin, heavy metals (if indicated and to include mercury, lead, arsenic)
- Chest X-ray (base line)
- Audiometric testing
- EKG (base line)
- Pulmonary function testing
- Pulmonary stress testing (based on need and age)
- Urine drug testing

Annual firefighter medical examinations will include a complete review of medical and occupational history with particular emphasis on:

- Vital signs to include height, weight, temperature, pulse, respiration and blood pressure
- Head, nose, ears, mouth, and throat
- Eyes – acuity/peripheral vision testing
- Skin
- Nervous system
- Cardiovascular
- Respiratory
- Gastrointestinal
- Genitourinary
- Endocrine & metabolic
- Musculoskeletal
- Audiometry
- Laboratory testing to include urinalysis, CBC, Metabolic Panel (to include glucose, BUN & Creatinine, liver function tests), lipid profile, total bilirubin,
- Chest X-Ray (if indicated)
- EKG (if indicated)
- Pulmonary Stress Test (periodic testing at age 40 and every 2 years or as otherwise indicated)
- Annual PPD
- Urine drug testing (if indicated)
- Pulmonary Function Test

## **2. Police Officer Medical Examinations:**

(The NH Police Standards & Training Council FORM “D” will be utilized for all police officer examinations. The medical provider shall refer to Form D (See Attachment #12) for complete medical examination.

Pre-employment police officer examinations will include a complete review of medical and occupational history, including but not limited to:

- Vital signs to include height, weight, temperature, pulse, respiration and blood pressure
- Head, nose, ears, mouth, and throat
- Eyes – acuity/peripheral vision testing
- Skin
- Nervous system

- Cardiovascular
- Respiratory
- Gastrointestinal
- Genitourinary
- Endocrine & metabolic
- Musculoskeletal
- Laboratory testing:
  - Urine drug 9 panel MRO test
  - Anabolic steroid testing
  - Blood type testing
  - Venipuncture

### **3. Non-CDL Examinations::**

(The City's Physical Examination Form is the form that is currently used for all Non-CDL Examinations (See Attachment #13). However, we would be willing to consider using other Examination forms. The medical provider shall refer to the City adopted Physical Examination Form for complete medical examination.)

Medical examinations will include the following components, based on the job/position of the individual being examined. Each medical examiner will consider the essential functions of the job as provided by the City of Concord's job descriptions. Examinations will include a complete review of medical and occupational history including but not limited to:

- Vital signs to include height, weight, temperature, pulse, respiration and blood pressure
- Basic vision screen
- Cardiovascular status
- Major coronary risk factors (hypertension, smoking, diabetes, elevated cholesterol, family history)
- Musculoskeletal history, including upper extremity evaluation for cumulative trauma disorder

### **4. CDL Examinations:**

(The City's Physical Examination Form is the form that is currently uses for all CDL Examinations (See Attachment #13). However, we would be willing to consider using other Examination forms. The medical provider shall refer to the City adopted Physical Examination Form for complete medical examination.)

**5. Specimen Collection Only for CDL Driver Pre-Employment Drug Screen** (not to include lab or MRO services). Specimen shall be collected using containers and labels provided by a 3<sup>rd</sup> party administrator and mailed to 3<sup>rd</sup> party administrator at a specified location.

### **6. Optional Tests/Procedures:**

**The City reserves the right to request additional tests during the contract period. These tests may include the following:**

- Urinalysis
- Heavy metal screen with mercury, lead, and arsenic
- Chest X-Ray – A/P, one view
- Chest X-Ray – 2 views

- Hepatitis B vaccine
- Hepatitis B titer
- Hepatitis C test
- Tetanus vaccine
- Drug and Alcohol Testing:
  - Pre Employment-(drug only)
  - Random
  - Reasonable Suspicion– drug or alcohol-may be conducted after hours, 24/7
  - Post accident– urine and alcohol-may be conducted after hours, 24/7
  - Return-to-Duty
  - Follow Up
  - Confirmation

#### 5. Estimated Annual Physicals\*

- Pre-employment/Promotional Non-CDL physical exams –60
- Pre-employment/Promotional CDL physical exams-10
- Pre-employment Police Officer/Promotional physical exams – 17
- Pre-employment/Promotional Firefighter physical exams – 16

**\*These are estimates only based on past experience and are not provided as a guarantee of future utilization. Actual utilization may vary significantly over the life of the contract.**

## PROPOSAL SUBMISSION CHECKLIST

In order to be considered responsive, each provider must submit, in **one (1) original and one (1) identical copy**, the following:

1. Proposal Statement (See Instructions for Proposers, Paragraph 9 A-D & F)
2. Proposal Sheet (See Instructions for Proposers, Paragraph 9 E and Proposal Sheet)
3. Specifications Exception Form
4. Alternate Form W-9
5. City of Concord Indemnification Agreement

The successful vendor will be required to provide, prior to contract signing, its Certificate(s) of Insurance, meeting the minimum required levels of coverage, that name the City as an additional insured (Page 24)

**PROPOSAL SHEET**

**REQUEST FOR PROPOSALS, RFP35-08**

**PHYSICAL EXAMINATIONS AND MEDICAL SERVICES**

**THE CITY OF CONCORD, NEW HAMPSHIRE**

THE UNDERSIGNED HEREBY OFFERS TO PROVIDE THE FOLLOWING PHYSICAL EXAMINATIONS AND OPTIONAL MEDICAL SERVICES IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS OF RFP 35-08 FOR THE FOLLOWING PRICES. THESE PRICES SHALL BE PER EXAMINATION/SERVICE AND SHALL BE FIRM AND FIXED FOR A THREE (3) YEAR PERIOD BEGINNING WITH THE DATE OF CONTRACT SIGNING:

1. PRE-EMPLOYMENT FIREFIGHTER EXAMINATIONS:

\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_  
(Written) (Figures)

2. ANNUAL FIREFIGHTER EXAMINATIONS:

\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_  
(Written) (Figures)

3. PROMOTIONAL FIREFIGHTER EXAMINATIONS:

\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_  
(Written) (Figures)

4. PRE-EMPLOYMENT POLICE OFFICER EXAMINATIONS:

\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_  
(Written) (Figures)

5. PROMOTIONAL POLICE DEPARTMENT EXAMINATIONS:

\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_  
(Written) (Figures)

6. NON-CDL PRE-EMPLOYMENT EXAMINATIONS:

\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_  
(Written) (Figures)

7. PROMOTIONAL NON-CDL EXAMINATIONS:

\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_  
(Written) (Figures)

8. PRE-EMPLOYMENT CDL EXAMINATIONS:

\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_  
(Written) (Figures)

9. PROMOTIONAL CDL EXAMINATIONS:

\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_  
(Written) (Figures)

10. OPTIONAL URINALYSIS:

\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_  
(Written) (Figures)

11. OPTIONAL HEAVY METAL SCREEN FOR MERCURY, LEAD & ARSENIC:

\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_  
(Written) (Figures)

12. OPTIONAL CHEST X-RAY – A/P, ONE VIEW:

\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_  
(Written) (Figures)

13. OPTIONAL CHEST X-RAY, TWO VIEWS:

\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_  
(Written) (Figures)

14. OPTIONAL HEPATITIS B VACCINE:

\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_  
(Written) (Figures)

15. OPTIONAL HEPATITIS B TITER:

\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_  
(Written) (Figures)

16. OPTIONAL HEPATITIS C TEST:

\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_  
(Written) (Figures)

17. OPTIONAL TETANUS VACCINE:

\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_  
(Written) (Figures)

18. OPTIONAL POST ACCIDENT/AFTER HOURS URINE & ALCOHOL TEST:

\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_  
(Written) (Figures)

19. OPTIONAL REASONABLE CAUSE DRUG OR ALCOHOL TEST:

\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_  
(Written) (Figures)

20. OPTIONAL ALCOHOL CONFIRMATION TEST (POSITIVES):

\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_  
(Written) (Figures)

21. OPTIONAL RETURN TO DUTY AND FOLLOW-UP DRUG/ALCOHOL TEST:

\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_  
(Written) (Figures)

22. OPTIONAL RANDOM DRUG AND ALCOHOL TEST (50% DRUG AND 10% ALCOHOL):

\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_  
(Written) (Figures)

**ALL PRICES MUST:**

- 1. REMAIN FIRM AND FIXED FOR THREE (3) YEARS COMMENCING WITH THE DATE OF CONTRACT SIGNING.**
- 2. BE QUOTED AS FOB: CITY OF CONCORD, PREPAY AND ABSORB. NO ADDITIONAL SURCHARGES OF ANY TYPE SHALL BE ALLOWED.**

**THE CITY OF CONCORD RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS OR ANY PART THEREOF.**

THE UNDERSIGNED ACKNOWLEDGES:

1. THAT HE/SHE IS AN AUTHORIZED AGENT OF THE VENDOR SUBMITTING THIS PROPOSAL
2. THE RECEIPT OF THE FOLLOWING ADDENDA \_\_\_\_\_
3. THE FIRM SUBMITTING THIS PROPOSAL HAS NEVER DEFAULTED ON ANY MUNICIPAL, COUNTY, STATE, FEDERAL OR PRIVATE CONTRACT

COMPANY: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

PRINTED OR TYPED NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

TOLL FREE NUMBER: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

CELL PHONE NUMBER: \_\_\_\_\_ PAGER: \_\_\_\_\_

PRIMARY POINT OF CONTACT: \_\_\_\_\_

PLEASE FILL OUT, SIGN AND RETURN TO: The City of Concord, Douglas B. Ross, Purchasing Agent, Finance Department, Purchasing Division, 41 Green Street, Concord, NH 03301; 603-225-8530; 603-230-3656 (Fax); [dross@onconcord.com](mailto:dross@onconcord.com)

**Due Date/Time: March 20, 2008 Not Later Than 2:00 PM**

CITY OF CONCORD, NEW HAMPSHIRE  
SPECIFICATIONS EXCEPTION FORM

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the City of Concord to ferret out information concerning the materials which you intend to furnish.

If your bid/quotation does not meet all of our specifications you **must** so state in the space provided below:

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Bids on equipment, vehicles, supplies, service and materials not meeting specifications may be considered by the City, however, all deviations must be listed above.

If your bid does not meet our specifications, and your exceptions are not listed above, the City of Concord may claim forfeiture on your bid bond, if submitted.

Signed: \_\_\_\_\_

**I DO** meet specifications

Signed: \_\_\_\_\_

**I DO NOT** meet specifications as listed in this bid; exceptions are in the space provided.

Failure to submit this form with your Bid/RFP response may result in your Bid/Proposal being rejected as unresponsive.

# Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/>	Exempt from backup withholding <input type="checkbox"/>
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	City of Concord Finance Department 41 Green Street Concord NH 03301
List account number(s) here (optional)	
<b>Part I</b>	Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security number –	Employer identification number –
<b>Part II</b>	Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

<b>Sign Here</b>	Signature of U.S. Person	Date:
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**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Pursuant to IRS Regulations, you must furnish your Taxpayer IRS Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED.**

**CITY OF CONCORD, NEW HAMPSHIRE**

**THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS  
HEREBY A  
PROVISION OF ANY CONTRACT**

The successful contractor agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

**COMPANY** \_\_\_\_\_

**TAXPAYER IDENTIFICATION NUMBER** \_\_\_\_\_

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**TELEPHONE** \_\_\_\_\_

**TOLL-FREE NUMBER** \_\_\_\_\_

**FAX NUMBER** \_\_\_\_\_

**E-MAIL ADDRESS** \_\_\_\_\_

Failure to submit this form with your Bid/RFP response may result in your Bid/Proposal being rejected as unresponsive.

**City of Concord, New Hampshire**  
**RFP 35-08**  
**PHYSICAL EXAMINATIONS AND MEDICAL SERVICES**  
**Insurance Requirements for All Providers**

***Additional Coverage is Required if Checked*** ***Minimum Limits Required***

**Commercial General Liability**

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 10,000

- Occurrence
- Claims Made

**Additional Coverage to Include**

- Owners & Contractors' Protective – Limit NA
- Underground/Explosion and Collapse

**Commercial Automobile Liability**

Combined Single Limit	\$ 500,000
	\$1,000,000

- Any Auto, Symbol 1
- Include Employees as Insured

**Additional Coverage to include:**

- Garage Liability NA
- Garage Keepers Legal Liability NA

**Workers Compensation**

NH Statutory including Employers Liability  
 - Each Accident/Disease-Policy Limit/Disease-Each Employee \$100,000/\$500,000/\$100,000

**Commercial Umbrella**

May be substituted for higher limits required above	\$1,000,000
<input checked="" type="checkbox"/> Follow Form Umbrella on ALL requested Coverage	

**Other**

- 1. Professional/Errors & Omissions \$1,000,000
- 2. Builders Risk – Renovation Form
  - All Risk completed value form including Collapse NA
  - Sublimit for Soft Cost Coverage NA
- 3. Installation Floater (Equipment) NA
- 4. Riggers Liability NA
- 5. Environmental – Pollution Liability NA
- 6. Aviation Liability NA
- 7. Watercraft – Protection & Indemnity NA

(X) **The City of Concord must be named as Additional Insured**

**NOTICE OF AWARD**

Dated: \_\_\_\_\_

TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY PROJECT NO. RFP35-08

PROJECT: Physical Examinations and Medical Services

CITY CONTRACT NO.: RFP35-08

CONTRACT FOR: Physical Examinations and Medical Services

You are notified that your Proposal received and opened on March 20, 2008 for the above Contract has been considered and accepted for you to provide pre-employment, annual and promotional physical examinations as well as other medical services for the period May 1, 2008 – April 30, 2011. The CITY reserves the option to renew this Agreement for up to two (2) additional one (1) year periods. All terms, conditions, specifications and prices shall be in accordance with our Request for Proposals (RFP35-08) and your proposal response.

The Contract Prices of your services are not to exceed the following.

One original of the Agreement accompanies this Notice of Award.

You must comply with the following conditions precedent within ten (10) calendar days of the date of this Notice of Award, which is by \_\_\_\_\_. You must deliver to the CITY:

1. One fully executed counterpart of the Agreement.
2. Your firm's insurance certificate, meeting the minimum required levels and types of coverage, naming the CITY as additional insured.

Failure to comply with these conditions within the time specified will entitle the CITY to consider your proposal abandoned and to annul this Notice of Award.

Within ten (10) calendar days after you comply with these conditions, the CITY will return to you one fully signed counterpart of the Agreement.

CITY OF CONCORD, NEW HAMPSHIRE  
(CITY)

**BY** \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

PURCHASING AGENT \_\_\_\_\_  
(TITLE)

Copy to PERSONNEL

## AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_ by and between The City of Concord, New Hampshire, hereinafter called the “**CITY**” and \_\_\_\_\_ doing business as a \_\_\_\_\_

hereinafter called the “**MEDICAL PROVIDER**”.

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **MEDICAL PROVIDER** will commence and provide the pre-employment, annual and promotional physical examinations as well as other medical services detailed by RFP35-08 and the **MEDICAL PROVIDER’S** proposal response opened on \_\_\_\_\_.
2. The **MEDICAL PROVIDER** will furnish all of the material, supplies, tools, equipment, labor and other services necessary to provide the physical exams and other medical services described herein.
3. The **MEDICAL PROVIDER** will commence the work required by the **CONTRACT DOCUMENTS** on May 1, 2008. Completion time for this Agreement shall be April 30, 2011. The **CITY** reserves the option to renew this agreement for up to two (2) additional one (1) year periods.
4. The **MEDICAL PROVIDER** agrees to provide all the **SERVICES** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the fixed fees for services provided with the cost proposal submitted by the **MEDICAL PROVIDER** and the subsequent revised price quotation submitted by the **MEDICAL PROVIDER** (See attached).
5. The term “**CONTRACT DOCUMENTS**” means and includes the following:
  - (A) REQUEST FOR PROPOSALS RFP35-08
  - (B) MEDICAL PROVIDER’S LETTER OF CONFORMANCE TO THE NFPA 1582 STANDARD
  - (C) CITY OF CONCORD REQUIRED CONTRACT FORMS
    1. SPECIFICATIONS EXCEPTION FORM
    2. ALTERNATE FORM W-9
    3. INDEMNIFICATION AGREEMENT
    4. INSURANCE CERTIFICATE
  - (F) LETTER OF AWARD
  - (G) NOTICE OF AWARD
  - (H) AGREEMENT
  - (I) NOTICE TO PROCEED
  - (J) ADDENDUM NUMBER \_\_\_\_\_ DATED \_\_\_\_\_
  - (K) CITY PURCHASE ORDERS

6. The **CITY** will pay the **MEDICAL PROVIDER**, in the manner and at such times as set forth in the General Terms and Conditions, such amounts as required by the **CONTRACT DOCUMENTS**.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

**IN WITNESS HEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in one (1) original.

**CITY:**  
CITY OF CONCORD, NEW HAMPSHIRE

BY \_\_\_\_\_

Name/Title: Douglas B. Ross, Purchasing Agent

(SEAL)

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

(Please Type)

Address \_\_\_\_\_

\_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_

(Please Type)

\_\_\_\_\_

**NOTICE TO PROCEED**

Dated: \_\_\_\_\_

TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY PROJECT NO. RFP35-08

PROJECT: Physical Examinations and Medical Services

CITY CONTRACT NO.: RFP35-08

CONTRACT FOR: Physical Examinations and Medical Services

\_\_\_\_\_  
(Name of Medical Provider)

You are notified that the Contract Time under the above contract will commence to run on May 1, 2008. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of completion for this contract shall be April 30, 2011. The CITY reserves the option to renew this agreement for up to two (2) additional one (1) year periods.

CITY OF CONCORD, NEW HAMPSHIRE  
(CITY)

**BY** \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

PURCHASING AGENT  
(TITLE)

Copy to PERSONNEL

City of Concord, New Hampshire



<b>Finance Department</b>	
<b>Purchasing Division</b>	
<b>CITY HALL 41 GREEN STREET</b>	
<b>Concord, NH 03301</b>	
<b>(603)225-8530</b>	<b>FAX(603)230-3656</b>

Reference: RFP 35-08

**If you choose not to propose, please complete the questionnaire below and return it with your response by the proposal opening date. Your assistance in helping us to analyze no proposal rationale is very much appreciated. Thank you.**

\* \* \* \* No Proposal Questionnaire \* \* \* \*

A no proposal is submitted in reply to the City of Concord Notice to Proposers for (enter requirement description): \_\_\_\_\_

Dated \_\_\_\_\_, for the following reasons:

- \_\_\_\_\_ Item/Service not supplied by our company.
- \_\_\_\_\_ Proposal specification (give reason(s), e.g., too restricted, not clear, etc.):  
\_\_\_\_\_
- \_\_\_\_\_ Profit margin on municipal proposals too low.
- \_\_\_\_\_ Past experience with City of Concord (give specifics, e.g., payment delay, proposal process, administrative problems, etc)\_\_\_\_\_
- \_\_\_\_\_ Insufficient time allowed to prepare and respond to proposal request.
- \_\_\_\_\_ Proposal requirement too large \_\_\_\_\_ or too small \_\_\_\_\_ for our company.
- \_\_\_\_\_ Priority of other business opportunities limit time/other resources available to deliver or perform according to proposal specifications.
- \_\_\_\_\_ Other reason(s), please specify: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Company Name and Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: ( ) \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed/Printed Name & Title)

**ATTACHMENT A**

**PROPOSAL EVALUATION FORM**

FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

PROJECT: RFP35-08, PHYSICAL EXAMINATIONS AND MEDICAL SERVICES

DEPARTMENT/DIVISION: PERSONNEL

RATING CATEGORY	WEIGHT	RATING	SCORE
<u>Proposal:</u>			
Overall Quality of Proposal: Meets Stated Submission Requirements	5		
Meets General Conditions-To Include City Schedule	10		
Proposal Statement	10		
Cost	15		
<u>Firm/Organization:</u>			
Adequate Financial Resources/Capability	10		
Qualifications & Experience	10		
Record of Satisfactory Performance	10		
Total:			

**Rating Scale: Rate Each Category on a Score of 0-10 - Unacceptable 0, Average 5, Excellent 10**

**Score: Multiply the Weight by the Rating to determine the Score for each Category. Add the Scores for all Categories to determine the Total Score. The vendor with the highest Total Score is awarded the contract.**