

**CITY OF CARSON
701 EAST CARSON STREET
CARSON, CALIFORNIA 90745**

REQUEST FOR PROPOSAL RFP NO. P16-06

NOTICE IS HEREBY GIVEN THAT THE Purchasing Manager of the City of Carson will receive formal proposals for:

**MEDICAL SERVICES AS DESCRIBED BY REQUEST FOR
PROPOSAL RFP NO. P16-06**

EACH PROPOSAL MUST BE SUBMITTED IN TRIPLICATE WITH ONE (1) ORIGINAL AND TWO (2) COPIES, AND WITH ONE (1) CLEARLY MARKED AS "ORIGINAL" ON THE FORMS AVAILABLE ON THE CITY OF CARSON'S WEBSITE UNDER BIDDING/PROPOSAL OPPORTUNITIES, PURCHASING DEPARTMENT BIDS/RFPs, AND ENCLOSED IN A SEALED ENVELOPE IDENTIFIED AS REQUEST FOR PROPOSAL RFP NO. P16-06 AND ADDRESSED TO THE CITY CLERK AS STATED BELOW. FAILURE TO PROPERLY IDENTIFY THE PROPOSAL ON THE ENVELOPE MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

Each proposal must be submitted in triplicate, with one (1) original and two (2) copies, and with one (1) clearly marked as "Original", to the office of the City Clerk at 701 E. Carson Street, Carson, California, 90745, before 3:00 p.m. on the 10th day of NOVEMBER 2016, and will be opened at that time in the office of the City Clerk, City of Carson and, thereafter, will be submitted to the Purchasing Manager/City Council for award of a purchase contract or rejection of the proposals as the Purchasing Manager/City Council may deem wise in her/its discretion.

Proposals received at 3:00 p.m. or after 3:00 p.m. will be considered late. It is the policy of the city of Carson to reject any proposal that is received late. Such proposal may be returned unopened.

If you have any questions regarding this request for proposal, please call Elvia Parra, Senior Human Resources Analyst, at (310) 830-7600, extension 1122.

DATED THIS 20th DAY OF OCTOBER 2016

CITY OF CARSON

**ZACHARY WULF,
PURCHASING MANAGER**

EP:ZW:td

EXHIBIT NO. 01

**CITY OF CARSON
701 EAST CARSON STREET
CARSON, CA 90745**

REQUEST FOR PROPOSAL NO. *RFP NO. P16-06*

MEDICAL SERVICES

The City of Carson is soliciting proposals from highly qualified and experienced medical firms interested in providing medical services to the City of Carson for a period of three years with (2) additional one-year options. The purpose of this Request for Proposals is to gather information from your organization relative to the City's required scope of service and key selection criteria.

OBJECTIVE

The primary objective of this RFP is to seek professional service for medical services in the areas of treatment of work related injuries/illnesses including physical therapy, pre-employment physical examinations, fitness for duty physical examinations, DMV physicals, and Department of Transportation random drug and alcohol testing.

BACKGROUND

The City of Carson is a general law city incorporated in 1968, which operates under the Council/Manager form of government. The City Council is comprised of five members; a Mayor elected-at-large to a four-year term and four Councilmembers elected-at-large to staggered, four-year terms. Carson is approximately 19.2 square miles in area with a population of approximately 98,000. There are approximately 300 full-time employees and 300 part-time employees within the City of Carson.

SCOPE OF SERVICES

The City reserves the right to refer employees to a medical specialist of our choice and reject a referral from the medical clinic to their designated or assigned medical specialist. The services called for herein include but are not limited to the following:

- Perform all medical duties, functions and services requested by the City to be performed hereunder as an independent Contractor.
- Perform pre-employment physical examinations for maintenance, office and executive positions and report results to the City in a timely manner.
- Perform pre-employment drug screen testing.
- Perform DMV physicals in compliance with DMV rules and regulations.

- Perform Department of Transportation random drug and alcohol testing in compliance with the Department of Transportation.
- Perform fitness for duty physical examinations.
- Provide evaluation and treatment of employees' work-related injuries/illnesses including diagnostic testing and physical therapy.
- Provide medical reports and invoices for payment within the time frame of the California Code of Regulations, Title 8, Section 9785.
- Refer to indicated class specification when conducting pre-employment and fitness for duty physical examinations, Americans with disabilities (ADA) Fair Employment and Housing Act (FEHA) and other related examinations may be required by the City.
- Provide detailed temporary work restrictions when releasing injured employees to work with limitations (per class specifications).
- Have a physician available to discuss examinations and treatment of City workers' compensation patients.
- Meet with City representatives and the City's worker's compensation third party claims administrator as needed.
- Fully cooperate with the City on any matter arising out of a workers compensation appeals board hearing or related lawsuit.
- Work closely with the City to return employees to full or light duty assignment at the earliest possible time after the work-related injury.

GENERAL

A proposal may be withdrawn prior to the opening of proposals without prejudice upon written request to the Purchasing Officer. **No proposal may be withdrawn for a period of ninety (90) days once proposals have been opened by the City Clerk.**

The City of Carson reserves the right to reject the proposals, request additional information or take any other action considered to be in the best interest of the City of Carson.

The City of Carson reserves the right to meet with any or all of the proposers to discuss the scope of work, the vendor's qualifications, and the terms and conditions of services.

The City of Carson reserves the right to award the bid to more than one bidder to provide some or all of the services or take any other action considered to be in the best interest of the City.

The City of Carson will not accept bids or proposals submitted by FAX.

PROPOSAL SIGNATURE

All proposals shall be signed by the organization's duly authorized officer or officers attested by the corporate seal, and the names and titles of all officers of the organization shall be given.

NON-DISCRIMINATION

The successful selected proposer shall be required to certify that its firm shall not discriminate against any subcontractor, supplier, employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, disability, sex or national origin. The proposer shall be required to take affirmative action to ensure that applicants are employed and employees are treated fairly during employment without regard to their race, religion, color, ancestry, age, sexual orientation, disability, sex or national origin.

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The selected Contractors' products, services, and facilities shall be in full compliance with all applicable Federal, State, Local codes, regulations, standards, and ordinances, regardless of whether or not they are referred to by the City.

AWARD OF CONTRACT

No contract exists on the part of the City until the Purchasing Manager or City Council has made the award and purchase order has been executed (**See the attached Draft of the City of Carson Contract Services Agreement**). The City reserves the right to reject any or all proposals, to waive any informality in the proposal and to make awards as the interest of the City may require. The award, if made, will take place by the City within approximately ninety (90) calendar days after the scheduled proposal opening date. The City reserves the right to accept all or any part of a proposal.

The award of bid will be made on the basis of that proposal which combines the best price, level of experience and perceived ability to do the work.

CALIFORNIA LAW

For the selected provider, this Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the county of Los

Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

LICENSES AND PERMITS

The selected Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this proposal.

LIST OF SUBCONTRACTORS

If a bidder contemplates subcontracting any part of the services covered by these specifications, the bidder's proposal shall include a description of the service to be done under each subcontract and the name, address, and telephone number of each proposed subcontractor. No subcontractor or subconsultant shall be substituted or added after submission of the bid without prior written approval of the City. The City reserves the right to examine and reject the qualifications of any subcontractor listed to provide service under the contract, including provision for appropriate insurance coverage.

ASSIGNMENT OF CONTRACT PROHIBITED

The selected Contractor shall not assign or otherwise attempt to dispose of this contract or of any of the moneys due or to become due thereunder, unless authorized by the prior written consent of the City Manager. No right shall be asserted against the City, in law or equity, by reason of any assignment or disposition unless so authorized.

If the selected Contractor, without such prior written consent, purports to assign or dispose of the contract or of any interest therein, the City, at its option, may terminate the contract, and the City will be relieved and discharged from and all liability and obligations to the Contractor and to any assignee or transferee thereof.

PAYMENTS

For the selected provider, progress payments and/or complete payment on the contract price will be made in approximately thirty (30) days from date of completion and acceptance of the work performed by demands on the City Treasury of the City of Carson approved as required by Municipal Code and General Law Provisions.

INDEPENDENT CONTRACTOR

The selected contractor shall be considered an independent contractor and not an agent or an employee of the City of Carson.

EVALUATION CRITERIA

The City will evaluate proposals based on the needs of the City and its employees. The following criteria will be used in evaluating each of the submittals:

- a) Compliance with specifications (5 points).
- b) Experience with Workers Compensation treatment and requirements (20 points).
- c) Competitive fees; stability of rates and fees over time (10 points).
- d) Hours of operation, including evenings and weekends (5 points).
- e) Experience in performing pre-employment, DMV physicals and DOT random drug testing (20 points).
- f) Physician's years of experience with industrial injury treatment and report writing (5 points)
- g) Ability to provide prompt and professional services (5 points)
- h) List of at least three client references (Public Agencies if possible) (5 points).
- i) List of primary treating physicians and his/her specialty and if Board certified and list of medical specialist used for referral (list specialty include psychiatric referrals), if any and if board certified (5 points).
- j) Ability to show compliance with applicable Local, State and Federal laws and the Health Insurance Portability and Accountability (HIPAA) Administrative Simplification Standards (including, but not limited to, a properly executed business associate agreement) (5 points).
- k) Financial stability of firm (10 points)
- l) Ability to provide the City with timely requested reports and other criteria identified by the City as important in evaluation of submitted proposals (5 points).

INDEMNIFICATION

The selected contractor agrees to indemnify, hold harmless and defend the City, its officers, employees, agents and volunteers, from any and all liability or financial loss including legal expenses and costs of expert witnesses and consultants, resulting from any suits, claims, losses or actions brought by any person or persons, by reasons of injury and/or property damage arising directly or indirectly from the activities and operations of Contractor, including its officers, agents, employees, subcontractors or any person employed by Contractor, in the performance of this Agreement. Contractor agrees that Contractor's covenant under this section shall survive the termination of this agreement.

INSURANCE

The selected contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, its agents, representatives, employees or subcontractors, pursuant to contractor's proposal or any subsequent contract entered into with the City. Insurance shall be of the type, amounts and subject to the provisions described below. All insurance coverage shall be provided by insurers authorized by the California Insurance Commissioner to transact insurance business in California and with a rating of A or better in the most recent edition of Best's key Rating Guide Property Casualty Edition.

1. **Commercial General Liability** coverage with a limit of not less than \$2,000,000 per claim or occurrence. If this insurance includes a general aggregate limit, that

limit shall apply separately to this contract or it shall be at least twice the required per occurrence limit.

2. **Workers' Compensation and Employer Liability Coverage** the selected Contractor shall obtain and maintain at all times during the term of this agreement, Workers Compensation as required by law and Employer's Liability Claim Insurance of not less than \$1,000,000. Such coverage shall include a waiver of subrogation against the City and shall not be canceled or materially changed without a thirty (30) day prior written notice to City of Carson, Attn: Risk Management and Human Resources.
3. **Automobile liability Insurance Coverage** covering owned, leased, hired and non-owned vehicles with at least \$1,000,000 combined single limit.
4. **Professional Liability Insurance** coverage with a limit of not less than \$2,000,000 per claim or occurrence. If this insurance includes a general aggregate limit, that limit shall apply separately to this contract or it shall be at least twice the required per occurrence limit.

Evidence of Coverage

- A. Prior to commencement of work under this contract, or within 14 days of notification of award of contract, whichever is shorter, Contractor shall file certificates of insurance and original endorsement forms evidencing coverage in compliance with this contract and in a form acceptable to City.
- B. Contractor shall provide to City, on request, a complete copy, including all Insurance policies, endorsements and riders. .
- C. During the term of this agreement, Contractor shall maintain current valid proof of insurance coverage with City at all times. Proof of renewals shall be filled prior to expiration of any required coverage.
- D. Failure to submit any required evidences of insurance within the required time period shall be cause for termination for default, and shall be cause for Contractor's bid security, if applicable.
- E. In the event contractor does not maintain current, valid evidence of insurance on file with City, City may, at its option, withhold payment of any moneys owed to Contractor, or which it subsequently owes to Contractor, until proper proof is filled.

Additional Insureds

All coverages shall name the City of Carson and its respective officers, employees, agents and volunteers as additional insureds.

General Insurance Provisions

Each policy of liability insurance, except workers compensation insurance, shall contain the following endorsement provisions in a format acceptable to the City.

- A. The City of Carson and its respective officers, employees, agents, and volunteers are additional insureds ("Above-Named Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the named Insured Contractor.

The Above-Named Additional Insured will have no liability for the payment of any premiums or assessment under the Policy.

- B. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Contractor's Policy.
- C. Each insurance coverage under the Contractor's Policy shall apply separately to each Above-Named Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Contractor's liability.
- D. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Above-Named Additional Insureds.
- E. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to City, by certified mail, return receipt requested, not less than thirty (30) days (per shift) prior to the effective date thereof. In the event of Contractor's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
- F. Contractor hereby waives all rights of subrogation and contribution against the Above-Named Additional Insured, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Above-Named Additional Insureds.

LENGTH OF CONTRACT

The contract awarded shall be for an initial three-year period and two additional one year options for renewal at the City's discretion. Actual dates are subject to change based upon when the actual contract award is made.

DETAILED PHYSICAL EXAMINATIONS

For each service shown below, vendors are asked to quote a price on a unit cost basis.

Department of Motor Vehicles Examination

Basic Physical Examination, including: Cost \$ _____

Medical/Occupational Histories

Height

Weight

Temperature

Pulse

Respiration

Blood Pressure

Visual Acuity

Color vision

Peripheral vision

Urinalysis

Completion of all required forms by DMV

Drug Screening (panel 10) Cost \$ _____

Maintenance Physical Examination

Basic Physical Examination – Pre-Employment, including: Cost \$ _____

Medical/Occupational Histories

Height

Weight

Temperature

Pulse

Respiration

Blood Pressure

Visual Acuity

Urinalysis

Pulmonary Function Test

CBC

Chest X-Ray, 2 views

Back Assessment Lift Test performed by Registered Physical Therapist

Audiogram

Drug Screening (panel 10) Cost \$ _____

Office Personnel

Basic Physical Examination – Pre-Employment, including: Cost \$ _____

Medical/Occupational Histories

Weight

Height

Temperature

Pulse

Respiration

Blood Pressure

Visual Acuity

Urinalysis, Dipstick

CBC

Drug Screening (panel 10) Cost \$ _____

Custom Executive Physical

Basic Physical Examination, including: Cost \$ _____

Medical/Occupational Histories

Height

Weight

Temperature

Pulse

Respiration

Blood Pressure

Visual Acuity

Urinalysis, Dipstick

CBC

SMA-23 (Chem Panel)

Chest X-Ray, 2 views

Pulmonary Function Test

EKG with interpretation and report

Hemocult

Drug Screening (panel 10) Cost \$ _____

Early Childhood/Day Care Physical

Basic Physical Examination – Pre-Employment, including: Cost \$ _____

Medical/Occupational Histories

Weight

Height

Temperature

Pulse

Respiration

Blood Pressure
 Visual Acuity
 Urinalysis, Dipstick
 CBC
 Back Assessment Lift Test
 T.B. Skin Test
 Chest X-Ray: 1 View – only if T.B. test is positive

Drug Screen (panel 10) Cost \$ _____

Fitness For Duty

Basic Physical Examination, including: Cost \$ _____
 Physician reviews medical questionnaire and job
 description and any specific physical demands for position
 Height, weight, ear, nose, throat, heart beat, blood pressure, temperature
 Visual acuity
 Urinalysis
 CBC
 Chest X-Ray, 4 views
 Back evaluation by Registered Physical therapist, if requested by City. (Therapist to
 confirm lifting, bending, twisting or stooping requirement of position)
 EKG (resting)

Drug Screen (panel 10) Cost \$ _____

Note: Special screenings such as carpal tunnel, inhalation, lifting, or referral to specialist
 requires written report to City of results. Report should include any pre-existing
 conditions or current medical condition being treated for. Number of days to get such
 written report.

Pulmonary Function Test (Upon Request) Cost \$ _____

Hepatitis B Injection #1 Non-Injury Related Cost \$ _____

Hepatitis B Injection #2 Non-Injury Related Cost \$ _____

Hepatitis B Injection #3 Non-Injury Related Cost \$ _____

Department of Transportation Random Drug Testing

DOT Physical Exam Cost \$ _____
 Evidentiary Breath Test
 Federal Drug Screen Collection

EXHIBIT A
SCOPE OF SERVICES

I. Consultant will perform the following services:

1. Perform all medical duties, functions and services requested by the City to be performed hereunder as an independent Contractor.
2. Perform pre-employment physical examinations for maintenance, office and executive positions and report results to the City in a timely manner.
3. Perform pre-employment drug screen testing.
4. Perform DMV physicals in compliance with DMV rules and regulations.
5. Perform Department of Transportation random drug and alcohol testing in compliance with the Department of Transportation.
6. Perform fitness for duty physical examinations.
7. Provide evaluation and treatment of employees' work-related injuries/illnesses including diagnostic testing and physical therapy.
8. Provide medical reports and invoices for payment within the time frame of the California Code of Regulations, Title 8, Section 9785.
9. Refer to indicated class specification when conducting pre-employment and fitness for duty physical examinations, Americans with disabilities (ADA) Fair Employment and Housing Act (FEHA) and other related examinations may be required by the City.
10. Provide detailed temporary work restrictions when releasing injured employees to work with limitations (per class specifications).
11. Have a physician available to discuss examinations and treatment of City workers' compensation patients.
12. Meet with City representatives and the City's worker's compensation third party claims administrator as needed.
13. Fully cooperate with the City on any matter arising out of a workers compensation appeals board hearing or related lawsuit.
14. Work closely with the City to return employees to full or light duty assignment at the earliest possible time after the work-related injury.

II. All work product is subject to City review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by the City.

III. Consultant will utilize the following personnel to accomplish the Services:

1. Marc ANush. M.D.
Managing Physician, Compton
2. Van Duong
Center Manager, Compton
3. Louis Batch, M.D.
Managing Physican, Torrance
4. Ann Tabares
Center Manager, Torrance