

DOUGLAS COUNTY FIRE DISTRICT NO. 2

REQUEST FOR PROPOSAL

EMPLOYMENT RELATED PHYSICALS

SUBMITTAL DEADLINE: 3:00 P.M. December 2, 2011

Employment Physicals

**DOUGLAS COUNTY FIRE DISTRICT NO. 2
REQUEST FOR PROPOSAL FOR
EMPLOYMENT PHYSICALS**

NOTICE IS HEREBY GIVEN, Douglas County Fire District No.2 is requesting sealed proposals from qualified persons to contract with the District to provide physical fitness for duty testing of prospective and current District employee's and volunteers for a period of time beginning upon execution of a contract issued pursuant to this request for proposal ("RFP") and continuing thereafter until December 31, 2014. Proposals will be received until 3:00 p.m. on December 2, 2011; any proposal received after that date and time, or not submitted in the proper manner, will be returned unopened.

Interested parties will provide sufficient information to prepare and submit proposals for consideration by the District. It is the District's intent to select the most advantageous proposals based on the evaluation criteria set forth in this RFP. A copy of this information may be obtained from the District's Headquarters, at 1290 NE Cedar St, Roseburg, OR 97470, or by calling 541-673-5503. The RFP is also available on our website at www.dcfcd.org. All proposals must be sealed and clearly marked "Employment Related Physicals, 3:00 p.m. December 2, 2011".

The District reserves the right to reject any and all proposals received as a result of this RFP, to waive any irregularities and to accept the proposal deemed to be in the best interest of the District. Preparation and submission of a proposal is at the proposer's sole risk and expense.

Greg B. Marlar, Fire Chief

Dated this 3rd day of October.

**DOUGLAS COUNTY FIRE DISTRICT NO. 2
REQUEST FOR PROPOSALS AND INSTRUCTIONS
FOR
EMPLOYMENT RELATED PHYSICALS**

SOLICITATION BEGINS: October 4, 2011
SOLICITATION CLOSING: December 2, 2011 at 3:00 p.m.

REQUEST FOR PROPOSALS: Douglas County Fire District No. 2 hereby requests sealed proposals from qualified persons to contract with the District to provide physical for duty fitness testing of prospective and current District employees and volunteers for a period of time beginning upon the execution of a contract pursuant to this request for proposal (“RFP”) and continuing thereafter until December 31, 2014

This RFP is intended to provide interested persons (herein referred to as “proposers”) with sufficient information to prepare and submit proposals for consideration by the District. It is the District’s intent to select the most advantageous proposal based on the evaluation criteria set forth in this RFP.

The District reserves the right to reject any and all proposals received as a result of this RFP prior to the execution of a contract upon a finding that it is in the public interest to do so. Preparation and submission of a proposal is at the proposer’s sole risk and expense.

Proposals and all accompanying documents will become the property of the District and will not be returned. *See Instructions, Section 15, entitles “Public Records”.*

CONTENTS OF RFP: This RFP contains and incorporates the following:

INSTRUCTIONS TO THE PROPOSER

Exhibit A	Proposal Form
Exhibit B	Personal Services Contract, Including Standard Contract Conditions
Exhibit C	Description of Services
Exhibit D	Minimum Qualifications
Exhibit E	Evaluation Criteria

INSRTUCTIONS TO PROPOSERS

- 1. FORM PROPOSAL.** Proposals are to be based on and submitted in accordance with instructions contained in this RFP. The District may change this RFP at any time prior to soliciting closing by addendum as provided in Section 5 of this RFP. Proposers are responsible for responding to all addenda.
- 2. POINT OF CONTACT.** The District administrative office is the point of contact in the District for this RFP. All correspondence pertaining to this RFP should be directed to Greg B. Marlar, Fire Chief 1290 NE Cedar St., Roseburg, OR 97470. The Fire Chief may be contacted by calling 541-440-7622.

3. **TECHNICAL CLARIFICATION, REQUEST FOR CHANGES.** Questions regarding specific technical aspects of the service requested by this RFP, or seeking clarification concerning this RFP may be directed to Fire Chief Greg Marlar by calling 541-440-7622. No oral clarification will be binding on the District. The District will only be bound by this RFP and any written addendum issued hereunder.

Request for change to this RFP, or any of the exhibits to this RFP, must be submitted in writing to the Fire Chief not later than 10 calendar days prior to the date of solicitation closing. The request must include a statement of the requested changes and the reason therefore. The request must be marked "Request for change in RFP Employment Related Physicals". The District will respond to all written requests within 5 business days of receipt of such a request.

If inquiries, comments or request for changes raise issues that require clarification or a modification to the RFP, the clarification or modification will be made by written addendum as provided in Section 5 of this RFP.

4. **SCHEDULE OF EVENTS.** The following schedule of events shall be followed for this RFP.

Solicitation Starting Date (RFP available)	October 4,2011
Solicitation Closing Date	3:00 p.m. December 2, 2011
Initial Proposal review period	December 5 – 9, 2011
Notice of Intent to Award	December 12, 2011
Award and Execution of Contract	December 16, 2011

5. **AMMENDUM TO THE REQUEST FOR PROPOSALS.** In the event it becomes necessary to revise any part of this RFP prior to the solicitation closing, an addendum will be provided to all proposers who have requested and received a copy of this RFP. **RECEIPT OF AN ADDENDIUM MUST BE ACKNOWLEDGED BY SIGING AND RETRURNING THE DOCUMENT WITH THE PROPOSAL.** Proposers may protest requirements of this RFP by submitting a request for change, in accordance with Section 3 of this RFP. No addendum will be issued less than 4 days prior to the date of the solicitation closing.
6. **FORMAT OF PROPOSAL.** Proposals must contain the information specified in Section 7 of this RFP. Proposals must be prepared on the proposal form attached hereto as RFP exhibit "A". A proposal should provide a concise description of the proposer's ability to satisfy the requirement of this RFP and the contract attached hereto as Exhibit "B".
7. **CONTENT OF PROPOSALS.** The proposal should demonstrate that the proposer can furnish the service in a manner that will be cost effective to the District. Those proposals which do not contain all information required by this RFP or are otherwise non-responsive, may be rejected immediately, however the District has discretion to accept a proposal that does not conform with all RFP requirements if the District determines that the non-conformance is not substantial or material. If a proposal is unclear, or appears inadequate, at the District's discretion, the proposer may be given an opportunity to explain how the proposal complies with the RFP. The District also has discretion to permit a proposer to correct a typographical or other minor mistake or oversight in its proposal.

7.1 The proposal must contain at least the following information:

7.11 Proposal Form. The Proposal form, substantially in the form of Exhibit A

must be duly executed by the authorized representative of the proposer, and include the following.

7.1.2 Qualifications. The proposers statement of qualifications to perform the contract, including the following:

- a. A description of key personnel that will perform the services and their qualifications.
- b. A description of how the proposer complies with all minimum qualifications as set forth in Exhibit "D".
- c. Special services the proposer can provide in connection with the service required by this RFP as described in Exhibit "C" and:
- d. A proposer that has not contracted with the District during the past two calendar years for the type of service required by this RFP must also submit information describing its experience in providing such service to other public entities.

7.1.3 References. A list of all public entities for which the proposer has provided similar services within the past two years and the names and phone numbers of a person within each entity who is knowledgeable of the proposer's performance record.

7.2 Alternatives. The proposer shall only submit alternative terms and conditions to the terms and conditions the District expressly authorized for negotiation under Section 13 of this RFP.

- 8. EXECUTION OF CONTRACT.** The proposer selected by the District to provide the requested service will be expected to deliver its performance bond, if required, proof of all required insurance, and to enter into a written personal services contract in the form attached as Exhibit "B".

BY SUBMITTING ITS PROPOSAL, THE PROPOSER CERTIFIES THAT IT HAS READ AND ACCEPTS ALL TERMS, CONDITIONS AND REQUIREMENTS OF THIS RFP, INCLUDING THE TERMS AND CONDITIONS OF THE FORM OF THE CONTRACT IN EXHIBIT "B", AND THAT IF PROPOSER REFUSES TO EXECUTE THE CONTRACT AFTER AWARD, THE DISTRICT WILL BE ENTITLED TO SEEK COMPENSATION FOR ITS DAMAGES, WHICH MAY INCLUDE THE COST OF CONDUCTING A NEW SOLICITATION.

- 9. DELIVERY OF PROPOSAL.** In order to be considered, sealed proposals must arrive at the administrative offices before the time and date of the solicitation closing as described in the caption to this RFP. Proposers who mail proposals should allow extra mail delivery time to ensure timely receipt of their proposals. Proposals received after the solicitation closing will not be considered and will be returned unopened to the proposer. Proposals must be submitted in sealed envelopes clearly marked with the caption shown in this RFP and the date and time of the solicitation closing.

10. SUBMISSION AND WITHDRAWAL OF PROPOSALS. Proposers may modify or withdraw their proposals at any time prior to the solicitation closing by providing a written request for modification or withdrawal the District administrative office. Request for withdrawal of proposals will not be accepted after the solicitation closing. A proposer may also withdraw its proposal in person prior to the solicitation closing, upon presentation of proper identification and satisfactory evidence of authority to the Fire Chief. The Fire Chief shall obtain the signature of the person making the withdrawal.

ALL PROPOSALS SHALL BE IRREVOCABLE FOR A PERIOD OF 60 DAYS FROM THE SOLICITATION CLOSING, AND MAY BE MADE IRROVOCABLE FOR A PERIOD OF 90 DAYS AS PROVIDED IN SECTION 17 OF THIS RFP.

11. OPENING PROPOSALS. Proposals received in response to this RFP will be opened in public by the Fire Chief or designee immediately after the solicitation closing in the District Headquarters located at 1290 NE Cedar St., Roseburg, Oregon. The names and addresses of all proposers will be announced and recorded by the Fire Chief or designee. No other information will be made available at that time. A copy of the names and addresses of the proposers may be obtained from the Fire Chief.

12. MINIMUM QUALIFICATION REQUIRED. Proposals must indicate how the proposer satisfies the minimum qualifications set forth in Exhibit “D” of this RFP.

13. EVALUATION OF PROPOSALS. The District will evaluate the proposals according to the evaluation criteria and rating scheme set forth in Exhibit “E” of this RFP.

13.1 Interviews / Samples. The District may require interviews with all responsive proposers regardless of the interview schedule in Section 4 of this RFP. In addition the District may request an interview with one or more of the proposer, if the District determines that an interview would help the District better evaluate the proposal, provided that no scoring for the interview will be made unless all responsible proposers are interviewed. During the evaluation process, the District may request work samples, demonstrations, inspections or other testing examinations from all responsible proposers, if the District determines that such further evaluation should be added as rated criteria to enable the District to properly evaluate the proposals.

13.2 Use of Competitive Range / Negotiation. At the conclusion of the rated criteria evaluation process and prior to selection, the District may, but shall not be required to, interview, request demonstrations or samples from, or negotiate with the three proposers with the highest ratings (the “competitive range”). The District may expand or contract the competitive range if, in the opinion of the District, the number of proposals of the quality of the proposals warrants an increase or decrease of the number of proposers in the competitive range.

If the District determines to make its selection based on interviews, demonstrations, samples or negotiation with proposers in the competitive range, the District will provide written notice to all proposers, identifying proposers in the competitive range. A proposer that is not within the competitive range may protest the District’s evaluation and determination of the competitive range in accordance with the provisions set forth in Section 17.3 of this RFP.

After the protest period, or after the District has provided final response to any protest, whichever is later, the District will begin further selection activity with proposers in the competitive range. The District's interviewing or negotiation team shall not favor any particular proposer. However, the District may negotiate contract price to the extent the proposer would not be excluded from the competitive range based on the District's evaluation criteria set forth in this RFP. The District may only negotiate an alternative term or condition is reasonably related to the term or condition that this RFP describes as negotiable.

13.2.1 The materials subject to negotiation shall be limited to the following:

- a. Price:
- b. The manner in which the services are to be performed or the quality or type of materials to be supplied:
- c. The personnel to be committed to the District Contract: and
- d. Contract terms and provisions that the District would like to change.
- e. Proposer's ability to schedule and maintain appointments in a timely manner. Appointments shall be made within five business days of initial contact to schedule same.

13.2.2 Nothing in this RFP shall restrict or prohibit the District from canceling the solicitation at any time in accordance with District Contracting Rule. If the District begins the selection activities under this Section 13.2, the District shall begin such activities with all of the proposers in the competitive range. At any time the District may:

- a. Terminate negotiations with a particular proposer and continue negotiating with the remaining competitive range proposer (s), or
- b. Conclude negotiations with all competitive range proposers and make its award based on its evaluation of the competitive values achieved during the interview, demonstrations, sampling or negotiation process, or
- c. Reject all proposals and cancel the solicitation.

If the District does not cancel the solicitation at the conclusion of the District's negotiation with all remaining proposers in the competitive range, the District shall re-score the proposals in the competitive range based upon the evaluation criteria in this RFP.

If the contract is to be awarded based on the negotiations, the District shall provide written notice of intent to award the contract only to all proposers in the competitive range. An unsuccessful proposer may protest the District's evaluation and determination of the award as provided in Section 17.5 of this RFP,

13.3 Evaluation Record. A record will be made of all criteria evaluation ratings and all other grounds upon which selection of a contractor is made.

14. SELECTION PROCESS AND NOTIFICATION OF AWARD. The District will select the proposal deemed most beneficial to the District based on its evaluation of the proposals. The apparent successful proposer and all other persons submitting proposals will be notified of the District's selection, but if the District decides to use a competitive range process, notice of the identity of those in the competitive range will be given to all proposers, but notice of intent to award will only be given to proposers in the competitive range. Unless award of a contract is delayed by the District, written notice of award, specified in the date of section. Final award will depend upon the execution of an acceptable contract and delivery of performance bond and evidence of insurance, if required, and may be withdrawn by the District at any time prior to execution of the contract by the District.

15. PUBLIC RECORDS. This RFP and each original proposal received in response to it, together with copies of documents pertaining to the award of a contract shall be kept on file as a public record.

16. RECORDS REVIEW; CONFIDENTIALITY. After opening, all proposals shall be available for public inspection except for those portions of the proposal that the proposer designates in its proposal as trade secrets or confidential proprietary data in accordance with applicable state law. If the District determines such designation is not in accordance with applicable law, the District shall make those portions available for public inspection. The proposer shall separate information designated as confidential from other non-confidential information at the time of submitting its proposal. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment are not confidential, and shall be publicly available regardless to the proposer's designation to the contrary.

17. PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD.

17.1 Purpose. An adversely affected or aggrieved proposer must exhaust all avenues of administrative review and relief before seeking judicial review of the District's contractor selection or contract award decision.

17.2 Notice of Competitive Range. If the District decides to negotiate with proposers in a competitive range, the District will provide written notice to all proposers of the identity of the proposers in the competitive range. The District's notice of the proposers included in the competitive range shall not be until the latter of the following: (1) five business days after the date of the notice; or (2) until the District provides a written response to all timely-filled protests. The District may expand or contract the competitive range to respond to the number and quality of proposals. A business day is any day on which the District's administrative office is open.

17.3 Right to Protest Competitive Range.

17.3.1 Adversely affected or aggrieved proposer may submit to the District a written protest of the District's decision to exclude the proposer from the competitive range within five business days after the issuance of the notice of competitive range.

17.3.2 The proposer's protest shall be in writing and must specify the grounds upon which the protest is based.

17.3.3 A proposer is adversely affected only if the proposer is responsible and submitted a responsive proposal and is eligible for inclusion in the competitive range because:

- a. The proposals were not responsive; or
- b. The District committed a substantial violation of a provision of the RFP or of an application procurement statute or administrative rule, and the protesting proposer was unfairly evaluated and would have, but for such substantial violation, been included in the competitive range.

17.3.4 The District shall not consider a protest submitted after the time period provided in this RFP. A proposer may not protest the District's decision to not increase the competitive range set forth in this RFP.

17.4 Notice of Intent to Award Contract. The District will provide written notice to all proposers of the District's intent to award the contract, unless the contract is awarded following the declaration and notice of a competitive range, in which case notice of award will be provided to all proposers in the competitive range. The District's award will not be final until one of the following:

- a. 7 days after the date of the notice; or
- b. The District provides a written response to all timely – filled protests that denies the protest and affirms the award.

17.5 Right to Protest Award.

17.5.1 An adversely affected or aggrieved proposer may submit to the District a written protest of the District's intent to award within 7 days after issuance of the notice of intent to award the contract.

17.5.2 The proposer's protest shall be in writing, and must specify the grounds upon which the protest is based.

17.5.3 A proposer is adversely affected or aggrieved only if the proposer is eligible for award of the contract as the responsible proposer submitting the best responsive proposal and is next in line for award, i.e. the protesting proposer must claim that all higher – scored proposers are eligible for award:

- A. because their proposals were non-responsive; or
- B. the District committed a substantial violation of a provision in the RFP or of an applicable procurement statute or administrative rule, and the protester was unfairly evaluated and would have, but for the substantial violation, had been the responsible proposer offering the highest-ranked proposal.

17.5.4 The District shall not consider a protest submitted after the time period provided in this RFP.

17.6 Authority to Resolve Protests. The District's Contract Review Board has the authority to settle or resolve a written protest submitted in accordance with the requirements of this RFP.

17.7 Decision. After review of the protest, the District's Contract Review Board shall promptly issue a written decision on the project.

DOUGLAS COUNTY FIRE DISTRICT NO. 2

Greg B. Marlar, Fire Chief

EXHIBIT "A"
EMPLOYMENT PHYSICALS

PROPOSAL FORM AND FEE PROPOSAL

Legal Business Name: _____

Form and State of Organization: _____

Registered dba, if any _____

Main Office Address: _____

Telephone Number: _____ **Fax Number:** _____

Tax Identification Number: _____

Representation, Covenant and Warranty of Undersigned and Proposer:

By signing this proposal, the undersigned makes the following representations and warranties:

1. That it is the duly authorized representative of the proposer for all purposes relative to the submission of this proposal.
2. That this proposal constitutes the proposer's offer to enter into a contract with the Douglas County Fire District No. 2 and, if accepted by Douglas County Fire District No. 2, will be binding and enforceable against the proposer.

By causing this proposal to be executed by the undersigned and delivered to Douglas County Fire District #2, the proposer makes the following representation and warranties:

1. The proposer has read and understands the terms and conditions contained in this RFP, it has had the opportunity to protest any term or condition that it finds unacceptable and to seek clarification of any term or condition that it does not understand, and it accepts and agrees to be bound by the terms and conditions of the RFP, including, but not limited to contract negotiations.
2. Proposer has not discriminated against any minority, women or emerging small business enterprises in obtaining any subcontracts.
3. Proposer agrees to meet all requirements contained in this RFP if it is selected as the contractor to provide the services requested in the RFP.

FEE PROPOSAL

The proposer hereby offers to perform the services described in this RFP according to the fee structure below. The fee structure should include all charges that the proposer will require, including the manner in which the proposer will seek payment for all equipment and materials supplied, and all labor expenses. No expenses will be reimbursed for more than its actual cost to the contractor. The fee structure for the services outlined in the contract including Exhibit "B" of this RFP must be based on the following:

Fees:

Prospective Fire Department Employee (General) \$ _____
Health history review: Standard eye exam including color and depth
Perception: Temperature, pulse rate, blood pressure, height, weight: Back
Flexibility and strength: Work evaluation based on job specific physical
Capacity demands, if required of the perspective employee.

Prospective Volunteer Firefighters

- 1. Physical (performed by MD or DO) \$ _____
- 2. PFT \$ _____
- 3. Comprehensive Metabolic Panel \$ _____
- 4. Drug Screen \$ _____
- 5. TB skin test and read \$ _____
- 6. OR-OSHA Respiratory Protection \$ _____

Prospective Fire Employee – New Hire

- 1. Physical (performed by MD or DO) \$ _____
- 2. PFT \$ _____
- 3. HEP C Profile \$ _____
- 4. Chest X-Ray (2-view) \$ _____
- 5. EKG (Under 40) \$ _____
- 6. Stress EKG (Over 40) \$ _____
- 7. Blood Test Panel (CBC, BUN, Creatinine, Liver Function Test, Lipid Profile 35+) \$ _____
- 8. Drug Screen \$ _____
- 9. TB Skin test and read \$ _____
- 10. OR-OSHA Respiratory Protection \$ _____

Regular Fire Employee

- 1. Physical (performed by MD or DO) \$ _____
- 2. PFT \$ _____
- 3. HEP C Profile \$ _____
- 4. Chest X-Ray (2-view) optional \$ _____
- 5. Mumps Titer \$ _____
- 6. Rubella \$ _____
- 7. Measles Titer \$ _____
- 8. Blood Test Panel (CBC, BUN, Creatinine, Liver Function Test, Lipid Profile 35+) \$ _____
- 9. PSA (Over 40) \$ _____
- 10. Hemocult x 3 (Over 40) \$ _____

As Necessary

- 1. Stress EKG ((every other year for personnel 40 years or older) \$ _____

Professional Consultation Services

\$ _____/hr – Physician
\$ _____/hr – Nurse

Authorized Signature

Print Name & Title

Date of Signature

EXHIBIT "B"

PERSONAL SERVICES CONTRACT AND STANDARD CONTRACT PROVISIONS

This contract is made and entered into this _____ of December, 2011, by and between Douglas County Fire District No. 2 and Oregon Municipal Corporation, hereinafter called "District", and (**Contractors Business Name**, and independent contractor, hereinafter called "CONTRACTOR".

SECTION 1. CONTRACTOR AGREES:

1.1 TERM. Beginning upon execution of this contract and continuing thereafter until December 31, 2014, CONTRACTOR shall perform the services required by the contract.

1.2 Activities and Fees. CONTRACTOR shall provide:

A. Employment related physicals. CONTRACTOR guarantees that individual appointments will be made and kept in a timely manner. Appointments may be made Monday through Saturday during the hours of 8:00 a.m. to 7:00 p.m. Fees for such physicals are as follows:

Prospective Volunteer Firefighters

- | | | |
|----|----------------------------------|----------|
| 1. | Physical (performed by MD or DO) | \$ _____ |
| 2. | PFT | \$ _____ |
| 3. | Comprehensive Metabolic Panel | \$ _____ |
| 4. | Drug Screen | \$ _____ |
| 5. | TB skin test and read | \$ _____ |
| 6. | OR-OSHA Respiratory Protection | \$ _____ |

Prospective Fire Employee – New Hire

- | | | |
|----|---|----------|
| 1. | Physical (performed by MD or DO) | \$ _____ |
| 2. | PFT | \$ _____ |
| 3. | HEP C Profile | \$ _____ |
| 4. | Chest X-Ray (2-view) | \$ _____ |
| 5. | EKG (Under 40) | \$ _____ |
| 6. | Stress EKG (Over 40) | \$ _____ |
| 7. | Blood Test Panel (CBC, BUN, Function Test, Lipid Profile 35+) | \$ _____ |
| 8. | Drug Screen | \$ _____ |
| 9. | TB skin test and read | \$ _____ |

10. OR-OSHA Respiratory Protection \$ _____

Regular Fire Employee

- 1. Physical (performed by MD or DO) \$ _____
- 2. PFT \$ _____
- 3. HEP C Profile \$ _____
- 4. Chest X-Ray (2-view) optional \$ _____
- 5. Mumps Titer \$ _____
- 6. Rubella \$ _____
- 7. Measles Titer \$ _____
- 8. Blood Test Panel (CBC, BUN, Creatinine, Liver Function Test, Lipid Profile 35+) \$ _____
- 9. PSA (Over 40) \$ _____
- 10. Hemocult x 3 (Over 40) \$ _____

As Necessary (every other year for personnel 40 years or older)

- 1. Stress EKG (age determined as medically prescribed) \$ _____

Professional Consultation Services

\$ _____/hr – Physician

\$ _____/hr – Nurse

1.3 Excluded Services. n/a

1.4 Expenditures. Extraordinary unbudgeted expenditures, from contracted funds, outside the scope of the work program may be made by CONTRACTOR only with the prior written approval of the Deputy Fire Chief. CONTRACTOR shall promptly pay all expenses it incurs as a result of this contract and shall comply with all provisions of state law applicable to this contract, including but not limited to, those specified in ORS 279.310 through 279.342.

1.5 Automobile Liability Insurance. At all times during the term of this contract and at the sole expense of the CONTRACTOR, CONTRACTOR shall maintain continuously in effect, automobile liability coverage equivalent to a combined single limit per occurrence of not less than \$1,000,000 for bodily injury or property damage. The policy shall also name the DISTRICT as an additional insurer, protecting the DISTRICT from any and all claims, losses, actions or omissions of CONTRACTOR as a result of the joint occurrence or contributory act, omission or negligence of CONTRACTOR and DISTRICT arising with or related to activities specified under this contract. Claims Made policies will not be accepted.

1.6 Commercial General Liability Insurance. Throughout the term of this contract, CONTRACTOR shall maintain a commercial general liability insurance policy with coverage of not less than \$1,000,000 combined single limit, for bodily injury, personal injury, or property damage. Such a policy shall contain a contractual liability endorsement to cover CONTRACTORS indemnification obligations under this contract. The policy shall also contain an endorsement naming the DISTRICT as an additional insured, on a form satisfactory to the DISTRICT and expressly provide that the interests of the DISTRICT shall not be affected by the

CONTRACTORS's breach of the policy provisions. Such a policy must be maintained in full force and effect for the duration of this contract, failure to do so shall be cause for immediate termination of this contract by the DISTRICT. Claims Made policies will not be accepted.

1.7 Medical Malpractice Insurance. At all times during the term of this contract, CONTRACTOR shall maintain and keep in full force, and insurance policy for medical malpractice in the amount of \$1,000,000. In no instance shall the DISTRICT be responsible for any retention amount of deductible that the CONTRACTOR may owe as a result of the coverage. Nor shall such retention or deductible exceed \$25,000.

1.8 Books and Records. CONTRACTOR shall keep complete and proper books, records and accounts of all transactions preformed as part of this contract and the approved invoices and work program. The books, records and accounts shall be open to inspection by DISTRICT or its designee during normal business hours, and shall remain open to DISTRICT for such inspection for three months following termination of this contract.

1.9 Availability. CONTRACTOR shall be available for meetings, discussions and program reviews with sufficient notice.

1.10 Assignment. Responsibility for performing CONTRACTOR's services under the terms of this contract shall not be assigned, transferred, delegated or otherwise referred by CONTRACTOR to a third person without prior written consent of the DISTRICT.

1.11 Compliance with Law and Standard Contract Provisions. CONTRACTOR shall comply with all federal, state, and local laws relating to business transactions and with all Standard District Contract Provisions as outlined in the attached Exhibit "A".

1.12 Health Hazard Notification. Contractors who are hired to perform work for the DISTRICT involving the need to control hazardous energy or enter confined spaces will be informed of our programs and the associated hazards that the DISTRICT staff is aware of. The notification is not designed to take over the contractor's safety responsibilities to his or her employees but to provide appropriate notification under Oregon OSHA rules.

SECTION 2. DISTRICT AGREES:

2.1 Fee. In consideration for the above described services, DISTRICT agrees to pay CONTRACTOR fees as outlined in Section 1.2.

2.2 Terms of Payment. CONTRACTOR will tender a bill by the tenth of each month, and DISTRICT shall make full payment on such bill within 30 days of its receipt.

SECTION 3. BOTH PARTIES AGREE:

3.1 Budget and Work Plan Approval. All approved invoices and work programs shall be in writing.

3.2 Independent Contractor. CONTRACTOR is an independent contractor. The manner in which it performs its service herein shall be controlled by CONTRACTOR, however, the nature of the services and the results to be achieved shall be specified by DISTRICT, CONTRACTOR is not to be deemed an employee of agent of DISTRICT and has no authority to make any binding

commitments on behalf of the DISTRICT except as expressly approved by the DISTRICT's Fire Chief.

3.3 Indemnification. Each party shall indemnify, hold harmless and defend the other, its officials, agents and employees, from and against any and all claims, damages, losses and expenses including attorney fees, arising in or from its performance of, or failure to perform, this contract. The extent of the DISTRICT's obligation under this subsection is limited to the DISTRICT's obligation under Oregon Constitution and ORD 30.260 through 30.300.

3.4 Arbitration. Any controversy regarding the language or performance of this contract shall be submitted to arbitration. Either party may request arbitration by written notice to the other. If the parties cannot agree on a single arbitrator within 15 days from the grieving notice, each party within five days select a person to represent and the two representatives shall immediately select an impartial third person to complete a three-member arbitration panel. If either party fails to select its representative, the other party may petition the Chief Judge of the Circuit Court of Douglas County for designation of the representative. The arbitration shall be conducted in accordance with ORS 36.300 through 36.365 of the provisions of any such future law. The arbitrator(s) shall assess all or part of the costs of arbitration, including attorney fees, to either or both parties.

3.5 Attorney Fees. If any arbitration, administrative proceedings, action, or appeal thereon, is instituted in conjunction with any controversy arising out of this contract, performance of this contract or failure to perform this contract, the prevailing party shall be entitled to recover, in addition to costs and disbursements, such sum as an arbitrator, court, or any court acting upon any appeals may adjudge reasonable as attorney's fees.

3.6 Ownership and Use of Documents. In whatever form they may be produced or stored, any document prepared in performance of this contract and any supporting and investigative information that is gathered in performance of this contract, upon completion of the work, or upon termination of the contract, shall remain the property of the DISTRICT. CONTRACTOR shall be permitted to retain copies, including reproducible copies, of such documents.

3.7 Termination. Notwithstanding any other provision of this contract to the contrary, DISTRICT may terminate this contract at any time by giving written notice to CONTRACTOR at least ten days in advance of such termination. Written notice shall be effective upon the date of the written notice is actually given to the CONTRACTOR. In the event of such termination, compensation shall be based on the services actually performed by CONTRACTOR to date of termination. If compensation is a total sum, the amount shall be prorated based on the tasks actually performed as of the date of termination.

3.8 Notices. Any notice required to be given under this contract, or required by law, shall be in writing and delivered to the parties at the following addresses:

DOUGLAS COUNTY FIRE DISTRICT NO. 2
FIRE CHIEF
1290 NE Cedar St
ROSEBURG, OR 97470

CONTRACTOR'S NAME AND MAILING ADDRESS.

3.9 Applicable Laws. The laws of the State of Oregon shall be used in construing this contract and enforcing the rights and remedies of the parties. Venue for al actions under this contract shall be in Douglas County, Oregon.

3.10 Merger. There are no undertakings, promises or agreements, either oral or in writing, other than that which is contained in this contract. Any amendments to this contract shall be in writing, other than that which is contained in this contract. Any amendments to this contract shall be in writing and executed by both parties.

DOUGLAS COUNTY FIRE DISTRICT NO. 2

INSERT CONTRACTOR

Greg B. Marlar, Fire Chief

(Person signing contract)

Date: _____

Date: _____

EXHIBIT C

DESCRIPTION OF SERVICES

The successful proposer granted a contract with the District pursuant to this RFP will provide the following services related to the District's physical fitness testing of prospective and current District employees for a period of time beginning upon the execution of the subject contract and continuing thereafter until December 31, 2014.

Contractor shall provide the following services for the District:

A. Employment related physicals. CONTRACTOR guarantees that individual appointments will be made and kept in a timely manner. Appointments may be made Monday through Saturday during the hours of 8:00 a.m. to 7:00 p.m. Appointments shall be fulfilled within five business days of initial contact. Fees for such physicals are as follows:

Fees:

Prospective Fire Department Employee (General)

Health history review: Standard eye exam including color and depth
Perception: Temperature, pulse rate, blood pressure, height, weight: Back
Flexibility and strength: Work evaluation based on job specific physical
Capacity demands, if requires of the perspective employee.

Prospective Fire Employee

1. NFPA 1582 physical examination (performed by MD or DO) including audiology exam, baseline stress EKG, Hepatitis C Test and TB skin test; Chest x-ray two view; Chemistry screen: Blood count; Pulmonary function.
2. Prostate specific antigen if over age 50
3. Hemocult if over age 40

Regular Fire Employee

1. Biennial pulmonary function
2. TB Skin test at exposure
3. Annual Hepatitis B antibody titer if recommended by CDC

As Necessary

1. Hemocult (age determined as medically prescribed)
2. Chest X-Ray
3. Physical Exam
4. Prostate specific antigen (annually after age 40)
5. Stress EKG (age determined as medically prescribed)
Biennially between 40 and 50; annually after 50

Professional Consultation Services

\$ _____/hr – Physician

\$ _____/hr – Nurse

EXHIBIT D

MINIMUM QUALIFICATIONS

- 1.** Contractor must be licensed pursuant to state law, registered to do business, and have provided defense service for a minimum for two years.
- 2.** Contractor must have ability to assign sufficient experienced qualified personnel to conduct the services in an efficient and professional manner.
- 3.** Contractor must have ability to meet all requirements set forth in the District's Personnel Service Contract and Standard Contract Conditions included in Exhibit "B" of this RFP.

FAILURE TO MEE THE FOREGOING MINIMUM QUALIFICATIONS CONSTITUTES A SUBSTANTIAL NON-CONFORMANCE AND WILL PREVENT THE PROPOSAL FROM FURTHER CONSIDERATION.

EXHIBIT E

EVALUATION CRITERIA

Responsive proposals will be evaluated under the criteria set forth below. For each criterion, the proposal will receive a number of points within the available range for that criterion. Unless negotiations are conducted as a provision of Section 13 of the Instructions to this RFP, the contract will be awarded to the proposer with the highest overall score.

- 1. Proposal Substantially Complies with RFP Requirements. YES _____ NO _____

If No, indicate the manner in which the proposal is non-conforming. Non-conforming proposals will not be considered for award: _____

- 2. Meets or Exceeds Minimum Qualifications: 0 – 15 Points
- 3. Interview / Understanding of the District’s Requirements: 0 – 20 Points
- 4. Cost: 0 – 35 Points
- 5. Reference / Experience (Including prior work for the District: 0 – 15 Points
- 6. Personnel for this Contract: 0 – 15 Points