



PHYSICAL EXAMINATIONS FOR FIREFIGHTERS

RFP # 2015-023

RFP DUE DATE: MONDAY, SEPTEMBER 21, 2015

RFP DUE TIME: 3:00pm



REQUEST FOR PROPOSALS

The City of Edinburg is soliciting sealed proposals to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Proposals will be received until **3:00p.m. Central Time, on Monday, September 21, 2015**, shortly thereafter all submitted proposal will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any proposal received after the closing time will not be accepted and will be returned to the proposer unopened. It is the responsibility of the proposer to see that any proposal submitted shall have sufficient time to be received by the City Secretary's Office prior to the proposal opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the proposals. Proposals will not be accepted by telephone or facsimile machine. All proposals must bear original signatures and figures. The Proposal shall be for:

RFP NO. 2015-023 PHYSICAL EXAMINATIONS FOR FIREFIGHTERS

THE CITY OF EDINBURG FIRE DEPARTMENT IS SOLICITING PROPOSALS FROM QUALIFIED FIRMS TO PROVIDE PHYSICAL EXAMINATIONS FOR FIREFIGHTERS AS LISTED HEREIN. PROPOSAL RESPONSES (1 ORIGINAL + 2 COPIES) MUST BE SUBMITTED IN A SEALED ENVELOPE/PACKAGE CLEARLY MARKED ON THE OUTSIDE WITH THE RFP NUMBER, TITLE, DUE DATE AND RESPONDENT'S NAME. PROPOSALS MUST BE RECEIVED AND TIME STAMPED AT THE CITY OF EDINBURG'S CITY SECRETARY'S DEPARTMENT, 415 W. UNIVERSITY DRIVE ON OR BEFORE THE ABOVE SPECIFIED DATE AND TIME. IT IS THE RESPONDENT'S RESPONSIBILITY TO ASSURE PROPOSALS ARE RECEIVED AT THE ABOVE LOCATION BY THE SPECIFIED TIME. LATE PROPOSALS WILL NOT BE ACCEPTED.

If you have any questions or require additional information regarding this proposal, please contact the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com or Mr. Shawn Snider, at (956) 383-7691.

The City of Edinburg reserves the right to refuse and reject any or all proposals and to waive any or all formalities or technicalities and to accept the proposal deemed most advantageous to the City, and hold the proposals for a period of **60** days without taking action.

Proposals must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the proposal envelope with corresponding proposal number and title.



RFP # 2015 -023 – PHYSICAL EXAMINATIONS FOR FIREFIGHTERS

415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540
Phone (956) 388-8204 • Fax (956) 383-7111



CITY OF EDINBURG INSTRUCTIONS TO RESPONDENTS

DEVIATION FROM SPECIFICATION

Please read your requirements thoroughly and be sure that the proposals offered comply with all requirements noted. Any variation from the proposal requirements must be clearly indicated by letter, on a point by point basis, attached to and made a part of your proposal. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE

(1) The purpose of these requirements and proposal documents is to award a service contract for:

PHYSICAL EXAMINATIONS FOR FIREFIGHTERS

INTENT

(2) The PHYSICAL EXAMINATIONS FOR FIREFIGHTERS services to be provided under this proposal shall be in accordance with and shall meet all specifications and or requirements as shown. There is no intention to disqualify any respondent who can meet these requirements.

SUBMITTAL OF PROPOSAL

(3) Proposals shall be submitted in sealed envelopes upon the blank form of proposal form attached hereto. Three (3) complete sets of the response; one original marked "**ORIGINAL**" and two (2) copies marked "**COPY**", complete with all supporting documentation. Proposals which do not comply with these specifications/requirements may be rejected at the option of the City. Proposals must be filed with the City of EDINBURG, before opening day and hour. No late proposals shall be accepted. They shall be returned to respondent unopened (if properly identified). Failure to meet proposal requirements may be grounds for disqualification.

Hand-delivering Proposals: 415 West University Drive;
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e., FedEx, UPS): City of Edinburg
c/o City Secretary
415 West University Drive
Edinburg, Texas 78541

If Mailing Proposals: City of Edinburg
c/o City Secretary
P.O. Box 1079

PREPARATION OF PROPOSAL

(4) Proposals MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your proposal. Person signing proposal must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the proposal. A corporation shall execute the proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the proposal.

INSTRUCTIONS TO RESPONDENTS Continued:

PREPARATION OF PROPOSAL Continued:

(4) Partnership and Individual Respondent/Bidder shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

ALTERATIONS/AMENDMENTS TO PROPOSAL

(5) Proposals CANNOT be altered or amended after opening time. Alterations made before proposal is turned in must be initiated by respondent guaranteeing authenticity. No proposal may be withdrawn after opening time without acceptable reasons in writing, and only after the written consent of the City of Edinburg.

SALES TAX

(6) STATE SALES TAX MUST NOT BE INCLUDED IN PROPOSAL.

SUBSTITUTIONS/CANCELLATIONS OF PROPOSAL

(7) No substitutions or cancellations permitted without written approval of City of Edinburg.

NO PROPOSAL RESPONSE

(8) If unable to submit a proposal, respondent should return "NO PROPOSAL" letter giving reasons. Failure to comply may obligate the City of Edinburg to remove non responsive respondents from vendor list.

EXCEPTIONS

(9) The respondent shall attach to his/her proposal sheet a list of any exceptions to the specifications/requirements, on a point by point basis if unable to do so, on specification/requirements sheet.

VALID PROPOSAL TIME FRAME

(10) The City of Edinburg may hold Proposals for **60** days after proposal opening without taking action. Respondents are required to hold their proposals firm for same period of time.

TIME ALLOWED FOR EXECUTION OF CONTRACT

(11) Number of days required for the successful respondent to execute a contract for **PHYSICAL EXAMINATIONS FOR FIREFIGHTERS** after receiving notification of award of contract shall be thirty (30) days.

RIGHT TO REJECT/AWARD

(12) The City of Edinburg reserves the right to reject any or all proposals, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the highest, best and most advantageous to the City of Edinburg

SYNONYM

(13) Where in this proposal package service or services is used, its meaning shall refer to the service contract for **PHYSICAL EXAMINATIONS FOR FIREFIGHTERS** as specified.

INSTRUCTIONS TO RESPONDENTS Continued:

ADDENDA

(14) Respondent shall carefully examine the proposal forms, specifications, and instructions to respondents. Should the respondent find discrepancies in, or omissions from proposal forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent (Edinburg City Hall, 956-388-1895) and obtain clarification by addendum prior to submitting any proposal. All Addenda issued in respect to this project shall be considered official changes to the original proposal documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the Respondents responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Proposal Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

INDEMNIFICATION CLAUSE

(15) The respondent hereby agrees to protect, defend, indemnify and hold the City and its employees, agents, officers and servants free and harmless from all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the City arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or in any ways incident to, in connection with or arising directly or indirectly out of this contract. Respondent agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of the respondent. In addition, the respondent protect, defend, indemnify and hold the City and its employees, agents, officers and servants free and harmless from all losses, claims, liens, demands and causes of action relating to, for, or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used. Respondent also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against respondent or the City or to enlarge in any way the respondent's liability but is intended solely to provide for indemnification of the City from liability from damages or injuries to third persons or property arising from respondent's performance hereunder.

ASSIGNMENT

(16) Neither the respondents' contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the City of Edinburg.

INTERPRETATIONS

(17) Any questions concerning the specifications/requirements with regards to this solicitation for proposals shall be directed to the designated individuals as outlined in the Request for Proposals. Such interpretations, which may affect the eventual outcome of this request for proposals, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with the paragraph labeled "Addenda."

INSTRUCTIONS TO RESPONDENTS Continued:

SAVE HARMLESS CLAUSE

(18) The respondent agrees to indemnify and save harmless the City of Edinburg, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he/she shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the City, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

STATUTORY REQUIREMENTS

(19) It shall be the responsibility of the successful Respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

RESPONDENT'S EMPLOYEES

(20) Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

RIGHT TO WAIVE

(21) City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

CONTRACT AWARD

(22) The City does not guarantee that a contract(s) will be awarded as a result of the RFP. In the event that a contract(s) award is made, but the contract(s) is not executed, the City does not guarantee that the contract(s) will be re-awarded.

CONFIDENTIAL INFORMATION

(23) Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

(24) Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

MATHEMATICAL ERRORS

(25) In the event that mathematical errors exist in any proposal unit prices shall govern.

ANTI-LOBBYING PROVISION

(26) During the period between proposal submission date and the contract award, respondents, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City Council or City of Edinburg staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations. Violation

INSTRUCTIONS TO RESPONDENTS Continued:

of this provision may result in the rejection of the respondent's Proposal.

RIGHT TO AUDIT

(27) The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. By the same token on revenue generating projects, if such audit discloses that the vendor(s) under contract has/have under paid the City, written notice of such underpayment shall be provided to the vendor and the amount of underpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment or underpayment (if revenue generating) is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

(28) Respondent's are advised that past performance as it relates to product and/or service on Purchase/Service/Supply Contracts previously held with the City shall be a factor in the evaluation and award of this "Service Contract". The City's position on this matter shall be final.

JURISDICTION

(29) Service Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

(30) The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONFLICT OF INTEREST

(31) Respondents are advised that they must be in compliance with the below mentioned law:

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

INSTRUCTIONS TO RESPONDENTS Continued:

NON-APPROPRIATION CLAUSE

(32) In the event that no funds are appropriated for this specific purpose, the City of Edinburg reserves the right to cancel/terminate this contract. The City of Edinburg shall be relieved of any and all responsibilities and/or obligations, without penalty(ies) of any sort. The vendor shall be notified in written form of the City of Edinburg's intent to cancel/terminate said contract due to lack of funds.

PROCUREMENT OF SERVICES

(33) If contract is terminated, prior to expiration date, the Awarded Vendor shall pay the City under the payment provisions of this contract up to the effective date of termination.

VARIATIONS

(34) Any additions, deletions, or variations from the following specifications/requirements must be noted. Any requirements not specifically mentioned which are necessary for the SERVICES to be provided as specified shall be provided by the successful respondent and shall be in-line with the accepted standards of this industry.

OMISSIONS

(35) At the time of the opening of the proposals each respondent will be presumed to have read and to be thoroughly familiar with the requirements of the proposal. The failure or omission of any respondent to examine any form, instrument or contract document shall in no way relieve any respondent from any obligation in respect to their proposal.

EQUAL EMPLOYMENT OPPORTUNITY

(36) Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

SERVICE DELIVERY

(37) Number of days/weeks required to provide the SERVICE after receiving order must be stated in the proposal. Failure to so state will obligate respondent to begin the services within thirty (30) days after receiving request for service.

DELAY IN SERVICE DELIVERY

(38) When delay in providing the service can be foreseen, Respondent shall give prior notice to City of Edinburg. Respondent must keep City of Edinburg advised at all times of status of request for service. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to acquire such SERVICE elsewhere and charge increase in cost to defaulting vendor.

(38A) Acceptable reasons for delayed service delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful respondent.

COSTS FOR PREPARATION OF PROPOSAL

(39) The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a proposal or for any work performed prior to execution of contract.

TERMINATION OF AGENCY CONTRACT

(40) The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly underpaid, over charged,

INSTRUCTIONS TO RESPONDENTS Continued:

improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this service contract. City of Edinburg, by written notice, may terminate this contract, in whole or in part, when it is in the City's best interest. Termination of Contract shall be provided in written form allowing a thirty (30) day notice.

PROPOSAL WITHDRAWAL

(41) Respondents may withdraw previously submitted proposals up to the filing deadline, without penalty. Withdrawal of a proposal after the filing deadline will result in forfeiture of the proposal bond/guarantee.

MULTIPLE VENDOR CONTRACTS

(42) The City reserves the right to award each item separately or individually, award to one or multiple vendors, and accept the proposal deemed most advantageous to the City.

STANDARD INSURANCE REQUIREMENTS

(43) **INSURANCE REQUIREMENTS: Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.**

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

- (1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.
- (2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.
- (3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

GENERAL TERMS AND CONDITIONS

The City of Edinburg (hereinafter referred to as "THE CITY") is soliciting submittals from qualified firms with an interest in contracting to provide PHYSICAL EXAMINATIONS FOR FIREFIGHTERS to the CITY.

ADDITIONAL INFORMATION: The City of Edinburg is requesting that RFP's (Request for Proposal) be routed to: The CITY Secretary, at 415 West University, Edinburg, Texas 78541.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC SUBMISSION OF BIDS: The City of Edinburg's City Secretary Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. The CITY will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT: The City of Edinburg reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Proposals (RFP) packet and to notify the City Secretary Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the City Secretary Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

QUALIFICATIONS SUBMISSION REQUIREMENTS:

Statements of Qualifications should be as concise as possible, at a minimum shall contain the information requested in this proposal.

Additional materials, including detailed resumes and brochures may be submitted as an attached appendix to the proposal. Brochures and marketing materials not directly related to specific experience with the proposed scope of work shall not be submitted as part of this proposal.

In addition, any material that will add to the persuasiveness of your proposal may be included.

If you are not willing to accept the requirements and conditions of this request for proposal, include in your proposal a letter addressed to the Purchasing Agent, clearly identifying all requirements and conditions you do not accept. Failure to identify any such requirements and conditions will be deemed acceptance of all requirements and conditions.

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals **must** be signed.

WAIVING OF INFORMALITIES: THE CITY reserves the right to waive minor informalities or technicalities when it is in the best interest of THE CITY.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the City.

BIDDER RESPONSIBILITY: It is the responsibility of each vendor before submitting a proposal:

To examine thoroughly the contract documents and other related data identified in the proposal documents.

To visit the site to become familiar with and satisfy vendor as to the general, local, and site conditions that may affect cost, progress, performance, etc.

To consider federal, state, and local laws and regulations that may affect costs, progress, performance or furnishing of the work.

To study and carefully correlate vendor's knowledge and observations with the contract documents and such other related data.

To promptly notify THE CITY Purchasing of all conflicts, errors, ambiguities, or discrepancies which vendor has discovered in or between the contract documents and such other related documents.

CONTRACT

This proposal, submitted documents, and any negotiations, when properly accepted by THE CITY, shall constitute a contract equally binding between the successful Proposer and THE CITY. No different or additional terms will become a part of this contract with the exception of a Change Order that is not to exceed 25% of the original proposal. If change order exceeds 25% of the original proposal, THE CITY obtains the right to cancel contract.

The award of the contract shall be made to the responsible Proposer whose proposal is determined to be the lowest evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with the Texas Local Government Code, Chapter 262.

Negotiations may be conducted with responsible bidders who submit proposals determined to be reasonably susceptible of being selected for award. All bidders will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS

A prospective Proposer must meet the following requirements:

- 1) A prospective Proposer must affirmatively demonstrate their responsibility.
- 2) Have adequate financial resources, or the ability to obtain such resources as required;
- 3) Be able to comply with the required or proposed delivery schedule;
- 4) Have a satisfactory record of performance;
- 5) Have a satisfactory record of integrity and ethics;
- 6) Be otherwise qualified and eligible to receive an award;
- 7) The CITY may request representation and other information sufficient to determine Proposer's ability to meet these minimum standards listed above.

PURCHASE ORDER

A purchase order(s) shall be generated by the CITY to the successful Proposer.

INVOICES

The invoices shall show:

1. Name and address of successful Proposer;
2. Detailed breakdown of all charges for the services or products delivered stating any applicable period of time;
3. The CITY Purchase Order Number.

Invoices shall be based upon actual services rendered and actual hours of performance and/or products delivered.

PAYMENT

Payment will be made upon receipt and acceptance by the CITY of all completed services and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251.

OWNERSHIP

All plans, prints, designs, concepts, etc., shall become the property of the CITY.

NUMBER OF COPIES TO BE SUBMITTED: The CITY requires **one (1) original submittal and two (2) copies.**

RFP SPECIFICATIONS/REQUIREMENTS

INTRODUCTION

The Edinburg Fire Department consists of 69 volunteer firefighters and 21 career firefighters.

The Edinburg Fire Department will perform the examinations according to NFPA 1582, counseling on the results of the physical and immunizations according to NFPA 1582.

PURPOSE

The intent of this Request for Proposal and resulting contract is to obtain proposals from and the services of a qualified professional firm to perform PHYSICAL EXAMINATIONS FOR FIREFIGHTERS for The City of Edinburg Fire Department.

SCOPE OF SERVICES

The purpose of this RFP is to solicit proposals from qualified medical service providers to provide medical evaluation services for Edinburg Fire Department volunteer firefighters and career personnel. (See ATTACHMENT A – SPECIFICATIONS)

The program is as follows:

Physical Exam:

PSA and Non-PSA exams.

Job related Immunization Program:

Immunizations would be required for new members; Hep. "B" and Tetanus.

CONTRACT TERM

Award, if any, resulting from this Request for Proposal, shall be for a two (2) year period (hereinafter initial contract period) with the option to extend for one (1) additional one-year period, and upon mutually agreeable terms (hereinafter renewal periods). Renewal options shall be exercised at the sole option and discretion of the City Mayor and City Council.

The contract shall be considered a non-exclusive agreement between the parties and the provisions of the contract or purchase order resulting from this proposal shall in no way prohibit the City from making any incidental purchases from another Contractor for the same commodities listed herein.

PROGRAM DESCRIPTION

The program requires a medical provider with in-depth knowledge regarding fire- service specific medical assessments in accordance with the Firefighter Life Safety Initiative and NFPA 1582 Standards to provide consolidated medical assessment, possible immunizations, and data record-keeping services of all incumbent uniformed personnel.

PROGRAM GOALS

The Physical Medical Evaluation is designed to accomplish the following services:

- To provide a cost-effective investment in the early detection, disease prevention, and health promotion of Edinburg Firefighters
- To create physical data to monitor future effects of exposure to specific biological, physical, or chemical agents.
- To detect changes in an individual's health that may be related to harmful working conditions

- To provide the uniformed personnel with information about the individual's occupational hazards and current health
- To comply with federal, state, and local requirements.
- To limit out-of-service time through preventative early intervention of potential problems
- To recommend types of case-management/rehabilitation for injuries to decrease re-injury rates

FACILITIES

Facilities to perform medical evaluations will not be provided by the City of Edinburg or the Edinburg Fire Department.

REQUEST FOR PROPOSALS

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any of The CITY limitations will result in disqualification of the submitted RFP. A total of **one (1) original and two (2) copies** of the RFP shall be submitted to the address on the cover letter.

MINIMUM QUALIFICATIONS AND REQUIREMENTS

As a pre-requisite for submitting a proposal, Proposers shall possess the following minimum qualifications or abilities:

1. Proposers must have been in business providing continuous medical services to fire departments for no less than five (5) years.
2. The successful Proposer will be required to provide summary invoicing which is supported by detailed cost descriptions.
3. The successful Proposer shall comply with all applicable Federal, State, and City policies, rules, regulations, laws and codes.
4. The successful Proposer must be available upon request (at no cost to the City) to discuss contract issues and concerns.

SUBMITTAL: For proper comparison and evaluation, THE CITY requests that proposals address, at a minimum, the following format.

- 1) **Cover Letter** - A brief introductory letter of representation.
- 2) **Executive Summary** - A brief summary highlighting the most important points of the proposal. If used, the Summary should not exceed five pages.
- 3) **Degree of Compliance** - A statement that all products and services quoted in proposal is in full accord with the specifications or a brief listing of all those specification sections to which the Proposer takes exception. All explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.

CONTENTS: The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

- 1) **UNDERSTANDING OF THE PROJECT:** This section should demonstrate the submitter's understanding of the project's needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

- 2) **FIRM QUALIFICATIONS, PERSONNEL AND STAFFING:** The CITY is seeking a contract with a competent firm(s); with a minimum of 5 years experience in providing PHYSICAL EXAMINATIONS FOR FIREFIGHTERS for municipalities or organizations of the same size and specifications.
 - a) **Qualifications:**
 - i) List Firm's qualifications and ability to perform the service requirements listed in the scope of work.
 - ii) List qualifications of key personnel to be assigned to this project, including but not limited to firm principals, by providing resumes/experience summaries describing their education, credentials, certifications and memberships in professional organizations, related experience and their proposed roles for this contract.
 - iii) Provide sufficient information to demonstrate your firm's expertise and ability to perform under the contract. Including total number of employees (professional, technicians, and administrative.), number and location of offices, number and types of equipment to support this project. Describe any special equipment or facilities available to perform the requested work. Identify any tasks outlined in the RFP that would be subcontracted.

 - b) **Experience and Previous Project Performance:**
 - i) Provide evidence of satisfactory performance on past projects.
 - ii) List assignments over the past five (5) years.
 - iii) Provide copies of outstanding service letters, letters of commendation, service awards, etc.
 - iv) Provide five recent references who may be contacted for PHYSICAL EXAMINATIONS or performance of similar services. For each reference, provide a current phone number and e-mail address. References may not be present or former CITY employees.

 - c) **Quality of Service:**
 - i) Firm submitting proposal for PHYSICAL EXAMINATIONS FOR FIREFIGHTERS – Availability: Identify any concurrent or near future commitment that would impede the firm's ability to perform this contract
 - ii) Describe Firm submitting proposal for PHYSICAL EXAMINATIONS FOR FIREFIGHTERS policies, procedures and plans to ensure quality services (continuing education, on-going training, internal quality practices, etc.)
 - iii) If Firm submitting proposal for PHYSICAL EXAMINATIONS FOR FIREFIGHTERS has ever had a contract terminated or has been dismissed due to alleged unsatisfactory performance, state when, where and why the contract was terminated, the client's name, and the contact person's phone number.

- 3) **Proposal Pricing/Delivery** - Pricing shall be inclusive for each items requested in this proposal. Brief notes referencing specific line items may be included, if necessary, for explanation. Proposal shall state all labor, materials and equipment necessary to complete the project.

- 4) **Contractor Background Information** - This section should include a description of the Proposer experience with other services similar to the one described herein. This information should include scope of several similar jobs including magnitude and cost, customer contacts and other information that THE CITY can use as a basis for performance evaluation. This section should also include information on your organization and staff assigned to the project.

- 5) **References** - Proposer shall submit with this proposal a list of at least three (3) references where like services or similar projects have been performed by their firm. Include name of firm, address, telephone number and name of representative.

RFP RANKING & SELECTION

SELECTION PROCEDURES: The RFP shall be submitted according to the schedule below.

PROPOSAL RANKING: A selection committee will evaluate and rank the written RFPs. After the RFPs have been ranked, the committee will make a recommendation to the City Mayor and Council.

NEGOTIATING PROCESS: If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The CITY reserves the right to reject any and all RFPs.

FIRM and RFP EVALUATION

PROPOSAL EVALUATION PROCESS AND CRITERIA

EVALUATION PROCESS

Written proposals will be evaluated and rated by the Evaluation Committee. Proposals receiving the highest ratings may be scheduled for an interview with the Evaluation Committee. Ratings will be based on the Proposer's' experience providing similar services for a Fire Departments of the size and complexity of the City of Edinburg; reasonableness of proposed fee schedule and basis for periodic adjustment; ability to provide appropriate levels of staffing support and service to and coordination with The Fire Department's Administrative Staff; ability to provide clear and timely results and reports to regarding aggregate data; ability to provide effective occupational medical consultation as needed; and overall presentation and general approach to providing customer service.

- A. The Evaluation Committee may also contact references to help verify the Proposers' ability to perform the scope of services outlined herein.
- B. Based on the results of the evaluation of written proposals, interviews and references, the Evaluation Committee will make its recommendation to Mayor and City Council.
- C. Contract negotiations will commence with the selected Proposer.
- D. The Evaluation committee reserves the right to:
 1. Request a consultant submitting an application to clarify its contents or to supply any additional material deemed necessary to assist in the selection process.
 2. Negotiate the program scope, materials, and costs with the selected consultant. If a contract cannot be negotiated with the selected consultant, The City may cease negotiations and reserves the rights to have the Evaluation committee re-evaluate the next highest ranked Proposer if an agreement cannot be reached with the highest ranked Proposer.
 3. Modify or alter any of the requirements herein and identify additional tasks to be accomplished prior to executing a formal contractual agreement.
 4. Select the Proposer with the best project approach and ability to meet The Evaluation committee's program needs regardless of cost.
 5. Visit a Proposer's office or clinic facilities to meet with respondent's staff.
 6. Reject any or all applications at any time without penalty.
 7. Retain all original data and working papers generated during this RFP process.

RFP - EVALUATION The evaluation system consists of a 100 point system. The RFP will be ranked after evaluation. The submittal evaluation will be based on the following criteria.

EVALUATION

For the Proposer selection, written proposals will be scored using the following criteria:

Item	Points
Cost Proposal	30
Proposer Qualifications, Expertise, Experience and References	40
Proposed Method of Performance	30

ATTACHMENT A - SPECIFICATIONS

Edinburg Firefighter Physical Specifications

Item #	Services	Description
A	Physical	Check vital signs, height, weight & temperature. Examine Head (ears, eyes, nose, throat). Vision with or with out lenses or contacts and color vision, neck, lungs, chest, abdomen, back, genitals, upper & lower extremities & skin. Check neurological response and review medical history.
B	Chest X-Ray	X-ray taken by x-ray technician then sent to a Certified Radiologist for interpretation.
C	Audiogram	Exam performed at Doctor's Office and data interpreted by a Board Certified Audiologist.
D	SAMSHA Panel	Drug test for traces of amphetamines, cocaine, opiates, marijuana and PCP (Independent lab performs analysis).
E	Urinalysis	Examines color, appearance, specific gravity, PH, protein, glucose, ketones, bilirubin, occult blood, leukocytes, nitrite & urobilinogen.
F	Wellness Screen	Complete Blood Count - white blood cell count, red blood cell count, hemoglobin, hematocrit, MCV, MCH, MCHC, RDW, platelet count and MPV. Auto Differential Count - neutrophils percent, lymphocytes percent, monocytes percent, eosinophils percent, basophils percent, neutrophils - absolute count, lymphocytes - absolute count, monocytes - absolute count, eosinophils - absolute count and basophils - absolute count Comprehensive Metabolic Panel - glucose, BUN Serum, creatinine serum, bun/creatinine ratio, calcium serum, sodium serum, potassium serum, chloride serum, carbon dioxide, protein total, albumin serum, globulin calculated, A/G ratio, bilirubin total, alkaline phosphatase, AST (SGOT), ALT (SGPT), estimated glomerular filtration rate. Microalbumin/Creatinine Profile - mircoalbumin urine random, creatinine urine, albumin/creatinine ratio Hemoglobin A1C Profile - Hemoglobin A1C%, mean blood glucose (calculated) Lipid Profile - cholesterol, triglycerides, high density lipoprotein (HDL), VLDL cholesterol calculated, LDL cholesterol calculated, LDL/HDL ratio & cholesterol HDL ratio.
G	Thyroid Profile	Includes T4 free and thyroid stimulating hormone.
H	Stress Test w/ EKG	12 lead EKG with stress test performed at cardiologist office and test interpreted by cardiologist. Test done while exercising.
I	Spirometry	Performed in the office by lab technician and interpreted by the Doctor.
J	PSA	Blood test to check prostate level of firefighter.
K	Immunization	Hepatitis "B" series of three (3) shots - the total is for all 3 shots Tetanus - one dose
Please submit additional information on results and counseling for the firefighters. Include a process for counseling the firefighter if needed.		

ATTACHMENT B - PRICING SHEET

Price proposal for PHYSICAL EXAMINATIONS shall include, without exception, each of the items outlined below. Price quotations must be provided for additional items List additional services your firm will provide at no additional fee (Please include these services on attached sheet labeled **ATTACHMENT C- ADDITIONAL SERVICES**).

<u>A. PHYSICAL</u>	\$ _____/Firefighter
<u>B.CHEST X-RAY</u>	\$ _____/Firefighter
<u>C. AUDIOGRAM</u>	\$ _____/Firefighter
<u>D. SAMSHA PANEL</u>	\$ _____/Firefighter
<u>E. URINALYSIS</u>	\$ _____/Firefighter
<u>F. WELLNESS SCREEN</u>	\$ _____/Firefighter
<u>G. THYROID PROFILE</u>	\$ _____/Firefighter
<u>H. STRESS TEST w/ EKG</u>	\$ _____/Firefighter
<u>I. SPIROMETRY</u>	\$ _____/Firefighter
<u>J. PSA</u>	\$ _____/Firefighter
<u>K. IMMUNIZATIONS</u>	
Hepatitis "B" Series of three (3) shots – total for all shots	\$ _____/Firefighter
Tetanus – one dose	\$ _____/Firefighter

Authorized Signature

Date

ATTACHMENT C – ADDITIONAL SERVICES

ATTACHMENT D - RFP EVALUATION FORM

<u>Selection Criteria</u>	<u>*RIF Range</u>	<u>*RIF Max</u>	<u>Score</u>
1. Proposer's itemized and total proposed price Total estimated cost for based bid given	0-30	(30)	= ()
2. Proposer's qualifications/expertise/experience/references Demonstrated prior experience in providing similar services. Proposal's compatibility with The CITY's stated purpose	0-40	(40)	= ()
3. The proposed method of performance including customer service meeting The CITY's needs and requirements. Capability to provide responsive professional service Demonstrated ability to fully meet the needs of The CITY of Edinburg Adherence to requirements of RFP	0-30	(30)	= ()
Total		100%	_____

Provider: _____

Evaluator: _____ Date: _____

* The Relative Importance Factor (RIF) is the relative importance (or weight) of each criterion as it relates to the particular project, and must be within the specified acceptable range. The RIF is expressed as a percentage of the total importance of the project and always totals 100%.

THIS FORM MUST ACCOMPANY PROPOSAL PACKET
ATTACHMENT E – PROJECT REQUIREMENTS ACKNOWLEDGEMENT

This is to certify that I, _____, possess all of the **APPLICABLE:**

- 1. Licenses: _____
- 2. Bonds: _____
- 3. Certificates: _____
- 4. Permits: _____
- 5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my Firm is awarded the bid, I may be eligible to enter a contract with the CITY and proceed to complete the project in a timely manner.

*** Any license, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.**

_____ Authorized Signature	_____ Date
_____ Firm	
_____ Address	
_____ City, State, Zip	

ATTACHMENT F - LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One YES NO

2. Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

ATTACHMENT G
FIRM PROVIDING PROPOSAL FOR PHYSICAL EXAMINATIONS FOR FIREFIGHTERS QUALIFICATIONS
GENERAL QUESTIONNAIRE

- 1 Name/Name of Agency/Firm: _____
(Full, correct legal name)
- 2 Address: _____

3. Telephone/Fax: _____
4. Does your Firm anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes___ No___
5. Is your Firm authorized and/or licensed to do business in Texas?
Yes___ No___
6. Where is the Firm's corporate headquarters located? _____
7. a. Does the Firm have an office located in Edinburg, Texas?
Yes___ No___
- b. If the answer to the previous question is "yes", how long has the Firm conducted business from its Edinburg office?
_____(years) _____(months)
- c. State the number of full-time employees at the Edinburg office. _____
8. a. If the Firm does not have an Edinburg office, does the Firm have an office located in Hidalgo County, Texas?
Yes___ No___
- b. If the answer to the previous question is yes, how long has the Firm conducted business from its Hidalgo County office?
_____(years) _____(months)
- c. State the number of full-time employees at the Hidalgo County office. _____
9. Has the Firm or any of its principals been debarred or suspended from contracting with any public entity?
Yes___ No___

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

10. Indicate person whom The CITY may contact concerning your submittal or setting dates for meetings.

Name: _____
Address: _____
Telephone: _____
Fax: _____
Email: _____

11. Surety Information

Have you or the Firm ever had a bond or surety instrument "called," canceled, or forfeited?

Yes () No ()

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

12. Bankruptcy Information

Have you or the Firm ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes () No ()

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

13. Provide any other names under which your business has operated within the last 10 years.

ATTACHMENT H — REFERENCE DETAILS FORM

Reference 1	
Name of Fire Department	
Contact Person	
Telephone Number	
E-mail Address	

Reference 2	
Company/Department	
Name	
E-mail Address	
Telephone Number	

General Reference 3	
Company/Department	
Name	
E-mail Address	
Telephone Number	

General Reference 4	
Company/Department	
Name	
E-mail Address	
Telephone Number	

General Reference 5	
Company/Department	
Name	
E-mail Address	
Telephone Number	

ATTACHMENT I – DECLARATION FOR APPLICANTS

I declare that the following documents have been enclosed with our application:

1.	One original and two copies of a statement of qualification and Proposal	
2.	Completed Pricing Sheet	
3.	Project Requirements Acknowledgement Form	
4.	Litigation Disclosure Form	
5.	Completed Qualifications General Questionnaire Form	
6.	Reference: Details Form	
	Signed	
	Name (Block Capitals):	
	Position in Firm	
	Date	

ATTACHMENT J- SUBMITTAL CHECKLIST

This checklist is to help the Firm submitting proposal for PHYSICAL EXAMINATIONS FOR FIREFIGHTERS ensure that all required documents have been included in its submittal.

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
Tab A – Interest Statement	
Tab B – Firm submitting proposal for PHYSICAL EXAMINATIONS FOR FIREFIGHTERS Qualification General Questionnaire (Attachment G in RFP)	
Tab C – *Project Requirements Acknowledgement (Attachment E in RFP)	
Tab D – Litigation Disclosure (Attachment F in RFP)	
Tab E – * Pricing Sheet (Attachment B in RFP)	
Tab F – Submittal Checklist (Attachment J in RFP)	
Tab G - * Declaration of Applicants (Attachment I in RFP)	
Tab H – Reference Details Form (Attachment H in RFP)	
Tab I – Additional Services Form (Attachment C in RFP)	
1 Original* and 4 Copies of Submittal	

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of submittal.**