

**LEGAL NOTICE
REQUEST FOR PROPOSALS
RFP024-44 CITY PHYSICIAN**

THE CITY OF MERIDEN, HUMAN RESOURCES DEPARTMENT

Request for Proposals shall be submitted in the manner specified to the Purchasing Department Room 210, 142 East Main Street, Meriden, and CT06450-8022 until **11:00 A.M. on March 19, 2024.**

The City of Meriden is desirous of obtaining the services for a City Physician to perform physicals for city employees. The Facility should employ both male and female doctors. Facilities that are open 7 days a week are preferred.

The City will be accepting sealed Request for Proposals, which are to be submitted in five (5) complete sets, (1) original and (4) copies, **please submit one complete copy of your bid on a flash drive** with general information on the firms, the firm's brochure, along with a resume of key personnel who will be responsible for the daily activities in the various fields of expertise required to accomplish the project.

The successful firm shall have extensive, successful experience in providing occupational physicals, including those for firefighters and police officers. The Facility should be familiar with NFPA wellness standards.

The documents comprising the Request for Proposals may be obtained at, <http://www.meridenct.gov/business/bids-rfps/> or <https://webprocure.proactiscloud.com>.

Each proposer is responsible for checking the City's website to determine if the City has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.

The successful firm shall ensure that any appropriate licenses or certifications required by the State of Connecticut are maintained for the duration of the project.

The firm must meet all municipal, state: and federal affirmative action and equal employment opportunity practices.

Minority owned firms are invited to submit their proposals independently or as a joint venture with other consultants for the entire assignment.

Additionally, all interested firms shall submit a detailed statement indicating the organizational structure under which the firm proposes to conduct business. Proposed subconsultants, subcontractors, joint ventures, etc., should be clearly identified. The relationship to any "parent" firm or subsidiary firms of the parties concerned must be clearly defined.

Request for proposals received after the date and time specified shall not be considered and shall be returned unopened.

The City of Meriden reserves the right to reject any or all Request for Proposals and to accept any or all Request for Proposals, if it is deemed to be in the best interest of the City of Meriden.

Rawle Dummett
Purchasing Officer
City of Meriden
Dated: February 20, 2024

RFP024-44 CITY PHYSICIAN
CITY OF MERIDEN, CONNECTICUT

INTRODUCTION

The City of Meriden and Meriden Public Schools (MPS) is soliciting proposals for a City Physician to perform physicals for city employees. The Facility should employ both male and female doctors. Facilities that are open 7 days a week are preferred.

The City and MPS employs approximately 1500 employees and at this time, the average is about three (3) hires per month.

SCOPE OF SERVICES

Pre-Placement Physical

Complete health history; occupational history; urinalysis; height, weight, blood pressure and vision; examination of head, eyes, ears, nose, throat, neck, thyroid, chest, heart, lungs, abdomen, hernias, extremities, neurological, skin, back and joint motion.

DOT Physical

Fit for Duty Examination

Provision of accurate job descriptions required.

Human Performance Evaluation (Agility Test)

Physical agility test evaluated by a physical therapist, based on the essential functional requirements of a specific job.

Hep B Vaccine

Per injection - 3 shot series

Hep B Titer

Series confirmation

PPD

Tuberculosis screening, requires two visits; one for the PPD plant, and the second 48 hours later for the reading.

Vision Titmus

Near point, far point, and intermediate vision tested including binocular vision, target, both eyes, right, left, Snellen equivalents, stereo depth, color, vertical and lateral.

Audiogram

Tetanus/Diphtheria

Firefighter Respirator Physical

Complete respirator health history and OSHA respiratory questionnaire including physician's respirator statement. Complete health history; occupational history; urinalysis; height, weight, blood pressure, vision, examination of head, eyes, ears, nose, throat, neck, thyroid, chest, heart, lungs, abdomen, hernias, extremities, neurological, skin, back and joint motion. *Recommended to include PFT, Fit Testing, Chest X-ray (per physician request), and Blood Chemistry test.*

Spirometry (PFT)
Respirator Fit Test
General Health Panel
Chest X-ray (2View)
Human Performance Evaluation
Lipid Profile
EKG
Urinalysis
Gen Health Panel w/ Lipid and UA

Police Physical

Complete health history and questionnaire including physician's statement, occupational history; urinalysis; height, weight, blood pressure, vision, examination of head, eyes, ears, nose, throat, neck, thyroid, chest, heart, lungs, abdomen, hernias, extremities, neurological, skin, back and joint motion. *Recommended to include Chest X-ray (per physician request) and Blood Chemistry test.*

General Health
Panel Chest X-ray
(2View)
Human Performance Evaluation
Lipid Profile
EKG
Urinalysis
Gen Health Panel w/ Lipid and UA

Drug and Alcohol Testing

DOT Drug Screening

5-panel (includes collection, processing and GC/MS confirmation). *Adhering to all DOT regulations*

Non-DOT Drug Screening

5 or 10-panel (includes collection, processing and GC/MS confirmation).

Rapid Drug Screen (eScreen)

5 or 10-panel (includes collection, processing and GC/MS confirmation).

Guaranteed negative results within 2 hours. Will be utilized as first step for all Non-DOT candidates at your request.

EST-Evidential Breath Test
UBreath Alcohol Test
Medical technicians are certified for random testing

Additional Laboratory Testing

Chemistry 23

Panel CBC w/

Differential

Heavy Metal Blood draw to include Lead/ZPP

Lead Zpp

GENERAL INFORMATION

Agreement Period

The City anticipates entering into an Agreement with the selected Consultant commencing on or about July 1, 2024. The Agreement will be for a two (2) year term with the option to renew for an additional term(s).

The City will contractually reserve the right to cancel the contract at any time. The agreement period for any contract or purchase order resulting from this RFP shall ultimately be as negotiated to the mutual agreement of the parties.

Additional Conditions

All those submitting proposals must be willing to adhere to the following additional conditions and must positively state this in the proposal.

1. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
2. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period. However, please note that the City prefers not to have the services subcontracted.
3. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. *Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Purchasing Officer.*
- 4.

RIGHT TO AMEND OR TERMINATE THE RFP OR CONTRACT

The City may, in its sole discretion, clarify, modify, amend or terminate this RFP if the City determines it is in the City's best interest. Any such action shall be effected by a posting on the City's website, www.meridenct.gov, **Each proposer is responsible for checking the City's website to determine if the City has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

If this RFP provides for a multi-year agreement, the City also reserves the right to terminate the Contract at the end of the last fiscal year for which funds have been appropriated, and the City shall have no obligation or liability to the successful proposer for any unfunded year or years.

PROPOSAL SUBMISSION INSTRUCTIONS

Proposals should be submitted in a sealed envelope marked "**RFP024-44 City Physician**" to the Purchasing Office at the Meriden City Hall, 142 East Main Street, Meriden, CT 06450, no later than **11:00 A.M., March 19, 2024.**

One (1) original and six (3) copies of sealed proposals and one (1) original copy on a **flash drive** must be received in the Purchasing Office by the date and time noted above. The City will not accept submissions by e-mail or fax. The City will reject proposals received after the date and time noted above.

Proposals may be withdrawn personally or in writing provided that the City receives the withdrawal prior to the time and date the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) days after the opening date, to give the City sufficient time to review the proposals, investigate the proposers' qualifications, secure any required municipal approvals, and execute a binding contract with the successful proposer.

An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this RFP.

Proposal Requirements & Required Format

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information:

- a. Firm Name
- b. Permanent main office address
- c. Date firm organized
- d. Legal Form of ownership. If a corporation, indicate where incorporated.
- e. How many years have you been engaged in services you provide under your present name?
- f. Names, titles, reporting relationships, background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities

a. Summary of Relevant Experience.

b. The following additional information shall be provided by each proposer:

- General description of the organizational structure of your institution including parent and/or subsidiary companies and the number of employees.
- Identify who will be the primary client relationship manager.
- Provide a general representation of the key factors and other important considerations that you feel separate your institution/firm from others in providing the requested services.
- Provide a current client list where similar services are or were being provided.
- Disclose any current (last 3 years) business, financial, personal, or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

The employees of the facility should have extensive experience in performing each of the items listed in the Scope of Services.

Describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.

Provide a detailed description of your firm's resources and experience in providing the desired scope of services to similarly sized entities.

a. Work Plan.

Describe the approach that would be generally followed in undertaking these tasks.

b. Services Expected of the City.

Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.
5. Fees. Provide your fees charged for the items in the Scope of Services along with a description of any other fees charged.

QUESTIONS AND AMENDMENTS

No interpretation of the meaning of the Request for Proposal will be made to any proposer orally. Every request for such interpretation should be in writing, e-mailed to purchasing@meridenc.t.gov, and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of proposals. Any and all such interpretations and any supplementary instructions will be in the form of written addenda to the specifications which, if issued, will be posted on the City of Meriden website under Bids, RFPs and Legal Notices, not later than three (3) days prior to the date fixed for the opening of proposals, failure of any proposer to receive such addenda or interpretation shall not relieve any proposer from any obligations under their proposals as submitted.

Each proposer is responsible for checking the website to determine if the City has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.

Proposers are prohibited from contacting any City employee, officer or official concerning this RFP other than the Purchasing Department. A proposer's failure to comply with this requirement may result in disqualification.

ADDITIONAL INFORMATION

The City reserves the right, either before or after the opening of proposals, to ask any proposer to clarify its proposal or to submit additional information that the City in its sole discretion deems desirable.

COSTS FOR PREPARING PROPOSAL

Each proposer's costs incurred in developing its proposal are its sole responsibility, and the City shall have no liability for such costs.

OWNERSHIP OF PROPOSALS

All proposals submitted become the City's property and will not be returned to proposers.

FREEDOM OF INFORMATION ACT

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information. Proposers are encouraged **not** to include in their proposals any information which is proprietary a trade secret or otherwise confidential. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy, and all rules, regulations and interpretations resulting from those laws.

PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE

Each proposer is responsible for having read and understood each document in this RFP and any addenda issued by the City. A proposer's failure to have reviewed all information that is part of or applicable to this RFP, including but not only any addenda posted on the City's website, shall in no way relieve it from any aspect of its proposal or the obligations related thereto.

Each proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFP or the performance of the work described herein.

By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFP, and it is capable of performing the work to achieve the City's objectives. If applicable, each proposer shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its proposal.

TAX EXEMPTIONS

The City is exempt from the payment of federal excise taxes and Connecticut sales tax and use taxes. Such taxes must not be included in prices.

AWARD CRITERIA & SELECTION

The City reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error, etc. If any error exists in an extension of prices, the unit price shall prevail.

The City reserves the right to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal. The City also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers.

The City will accept the proposal that, all things considered, the City determines is in the best interests. Although price will be an important factor, it will not be the only basis for award. Due consideration may also be given to a proposer's experience, references, service, ability to respond promptly to requests, past performance, and other criteria relevant to the City's interests, including compliance with the procedural requirements stated in this RFP.

A. Evaluation Criteria

The following specific criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectation for this project and are not necessarily all inclusive or presented in order of importance.

- The background experience, and strength of the Proposer in providing similar services elsewhere, including the level of experience in working with other Connecticut Municipalities of similar size, and the quality of services performed, for other municipalities.
- The Proposer's responsiveness and compliance with the RFP requirements and conditions to provide the services requested.
- A review of references provided with the Proposal, and administration of prior contracts.
- Competitiveness of proposed fee. The City reserves the right to negotiate fees with the selected Proposer.

The City will not award the proposal to any business that or person who is in arrears or in default to the City with regard to any tax, debt, contract, security or any other obligation.

The City may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

If the proposer does not execute the Contract within ten (10) business days of the date of notification, unless extended by the City, the City may enter into discussions with another proposer.

ATTACHMENTS

Standard Professional Services Agreement (includes insurance requirements)

ATTACHMENT

"A"

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, made on this _____ day of _____ 2024, by and between the City of Meriden, hereinafter referred to as the "City" and _____ hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the City of Meriden requires professional consultant services, and;

WHEREAS, the Consultant represents that he/she has the requisite experience to perform said services. NOW, THEREFORE, the City and the Consultant, for considerations hereinafter set forth agree as follows:

1. Work shall comply with the scope of work and schedule as noted in Attachment A.
2. The cost for services provided are as set forth in Attachments A and shall constitute the entire basis for payment for the work specified, including all incidental work, all labor, materials, equipment, and all other costs necessary to fulfill the requisites of this service.

3. **Designation of Gender:**

All words used herein in the singular shall extend to and include the plural. All words used in the plural number shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

4. **Miscellaneous Requirements:**

- 4.1 The Consultant shall be responsible for the work and presentation to the City and others.
- 4.2 The Consultant shall be required to attend meetings and give reports to the City, or others, at the place and time directed by the City.
- 4.3 The Consultant shall consult with the City's staff to ascertain the requirements of the project and inform himself as to specific conditions that might affect his completing the work or the hours or season of its execution, such as use of adjacent areas, interruptions to operations, and any other information as required.
- 4.4 The Consultant covenants and agrees that he shall perform his services under this contract in accordance with the standards and practices of her profession.
- 4.5 Should the Consultant require the services of a sub-consultant at any time during the term of this contract, their names and qualifications shall be submitted to the City for approval. This approval, in no way, obligates the City to be responsible for payment.

4.6 Should the Consultant encounter difficulties beyond their control that may delay the completion of the project or any part thereof, the City is to be immediately notified in writing. This notification shall document the specific reasons for the delay and any attempts the firm has made to overcome such delays. A significant backlog of work, changes in staff, or other similar reasons, will

not be considered as acceptable reasons for granting any extension necessary to preclude a breach of contractual obligations. The City shall be the sole judge of the validity of any time extension, and if it is found that the firm has not diligently pursued and documented all available methods to overcome the delay, no extension of time shall be granted. Payment for any overtime work required to overcome any possible delays shall not be made by the City, unless it is determined to be in the best interest of the City.

5. **Fee and Payment:**

The cost for services provided for in this project are set forth in the Attachment A and shall constitute the entire basis for payment for the work specified including all incidental work, all labor, materials, equipment, studies, preparing the report, outside services, reviewing existing data, meetings, transportation, overhead, clerical personnel, and any and all other costs necessary to fulfill the requirements of this service. The Consultant has provided a breakdown of the lump sum cost which includes all items of work and incidental activities so partial payments for completed elements of the work may be provided. Billing will be made monthly in accordance with the work completed, subject to the approval of the City. Payment will be made not less than thirty (30) days after receipt of the approved invoice.

6. **Change Order:**

The City is to be notified, in writing, for any requests of time extension, compensation for proposed additional work, etc. Such requests will be reviewed by the City, and if it is in the best interest of the City and the City then approves such request, a Change Order will be issued by the City. Unless there are unforeseen conditions, the contract will not be increased.

7. **Indemnification:**

To the extent permitted by law, the Consultant shall at all times indemnify and save harmless the City and its officers, agents and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the Consultant, its agents, employees, or subcontractors in connection with the Project, and/or under this Agreement.

To the extent permitted by law, the City shall at all times indemnify and save harmless the Consultant, and its officers, agents and employees on account of any claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity to the extent caused by the negligent acts, errors or omissions of the City, its agents, employees, or subcontractors in connection with the Project, and/or under this Agreement.

8. **Insurance:**

The Consultant shall provide and maintain a Certificate of Insurance indicating proof of Professional Liability (and/or Errors and Omissions Coverage), Loss of Valuable Papers and other required insurance as noted below, and is hereby made a part of this Agreement.

All insurance coverage shall be provided by the Consultant at no additional expense to the City. The scope and limits of insurance coverage specified are the minimum requirements and shall in no way limit or exclude the City from additional limits and coverage's provided under the Consultant's policies.

The Consultant shall be responsible for maintaining the stated insurance coverage in force for the life

of the contract with insurance carriers licensed and authorized to underwrite such insurance in the State of Connecticut.

The type and limits of insurance coverage shall not be less than the type and limits designated herein, and the Consultant agrees that the coverage or the acceptance by the City of certificates of insurance indicating the type and limits of insurance shall in no way limit the liability of the Consultant to any such type and limits of insurance coverage.

The insurance coverage hereinafter afforded by the Consultant shall be primary insurance, except when stated to apply in excess or contingent upon the absence of other insurance. The amount and type of insurance shall not be reduced by the existence of other insurance held by the City.

The Consultant shall provide coverage's that are not impaired or the aggregate is not impaired by any other risk, past or present, and the limits required, shall be fully available to the City of Meriden or restored if depleted below the required levels during the course of the contract and/or any extensions thereto.

The Consultant shall not commence work under the terms of this contract until he has obtained the liability insurance coverage required by this article and has filed Certificates of insurance on same with the City, and the City has approved the Certificates of Insurance and the represented coverage.

Each Certificate of Insurance shall include the following minimum pertinent information:

- * Name of Insurance Carrier writing policy
- * Name of Insured
- * Address of Named Insured
- * Description of coverage (Workers' Compensation certificates should evidence the state(s) of operation including Connecticut)
- * Policy Periods (effective and expiration dates)
- * Limits of Liability
- * Brief description of operations performed and the property covered
- * Name and address of certificate holder
- * Authorized agents name and address
- * Date and signature of the issuing agent (original only)
- * All General Liability additional names insured endorsements

Each insurance policy (with the exception of Workers' Compensation and Professional Liability) shall contain an endorsement including the City of Meriden as an Additional Insured. The Consultant shall provide notification to the City in the event of any material change, modification, cancellation or non-renewal of insurance coverage. During the course of execution of the work, whenever there is a lapse in the insurance requirements as stated herein, through cancellation, expiration, failure to renew or any other cause, the City shall order the cessation of all Consultation activities until such time as the insurance requirements are complied with.

Insurance Requirements:

- a. The Consultant shall procure and maintain for the life of the contract \$1,000,000.00 occurrence/\$2,000,000.00 aggregate limit **COMMERCIAL GENERAL LIABILITY COVERAGE**, written on an occurrence basis and minimally arranged to include the following coverage:
 - I. Premises/Operations
 - II. Products - Completed operations
 - III. Underground, explosion, and collapse hazard
 - IV. Contractual liability
 - V. Independent contractors

- b. The Consultant shall procure and maintain for the life of the contract \$1,000,000.00 BI/PD combined single **limit BUSINESS AUTOMOBILE LIABILITY COVERAGE**, written on an occurrence basis and minimally arranged to include the following coverage:
 - I. Non-owned automobile
 - II. Liability and Physical damage
 - III. All owned (private passenger and other than private passenger)
 - IV. Any automobile
 - V. All scheduled automobiles

- c. The Consultant shall procure and maintain for the life of the contract, State of Connecticut Statutory **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE**, designed to indemnify all the Engineer's employees in the event of occupational injury and/or disease.
\$500,000.00 each accident
\$500,000.00 disease policy limit
\$500,000.00 each employee disease

- d. The Consultant shall procure and maintain for the life of the contract **PROFESSIONAL LIABILITY, MALPRACTICE, OR ERRORS AND OMISSION COVERAGE** protecting the Consultant against wrongful acts and liability arising from professional services. A \$2,000,000.00 single limit per claim and a \$2,000,000.00 aggregate per policy period shall be afforded by this coverage. The coverage shall be written on an occurrence form or may be written on a claims made basis.

9. **Termination:**

The City or the Consultant shall have the right, without cause, to terminate this Agreement within Thirty (30) days following written notification to the other party to that effect by Certified Mail or Personal delivery by agent, and upon the expiration of said thirty-day period, this Agreement shall be null and void and all rights established herein shall end and terminate. It shall not be necessary for either party to state a reason for such termination. If this Agreement is terminated, the Consultant shall be paid for the services performed to the termination notice date, including reimbursable expenses then due as mutually determined between the City and the Consultant.

10. **Standard of Care:**

The Consultant will perform the services described in this Agreement and in any work release documents or change orders which are issued under this Agreement and signed by both parties. In performing the services, the Consultant will exercise the degree of care and skill ordinarily exercised by reputable companies performing the same or similar services at the same time in the same geographic area. The Consultant will not have any obligation to perform services not expressly described in this Agreement or in work release documents or change orders signed by the Consultant.

CITY OF MERIDEN

CONSULTANT

Emily E. Holland, City Manager, Ag.
Duly Authorized

Duly Authorized

DATE

DATE