

CITY OF STOCKTON



**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE OCCUPATIONAL HEALTH SERVICES FOR
THE CITY OF STOCKTON, CALIFORNIA
(PUR 15-003)**

START DATE: DECEMBER 1, 2015

**PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF
2:00 O'CLOCK P.M., JULY 23, 2015
IN THE OFFICE OF THE CITY CLERK,
FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET,
STOCKTON, CALIFORNIA 95202-1997**

**CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE OCCUPATIONAL HEALTH SERVICES
(PUR 15-003)**

TABLE OF CONTENTS

NOTICE INVITING PROPOSALS	1
PROPONENT'S CHECKLIST	2
1.0 GENERAL INFORMATION	3
1.1 REQUEST FOR PROPOSAL (RFP) PROCESS	3
1.2 INVITATION TO SUBMIT A PROPOSAL	3
1.3 LOCAL BUSINESS PREFERENCE.....	4
1.4 CONSEQUENCE OF SUBMISSION OF PROPOSAL.....	4
1.5 ACCEPTANCE OR REJECTION OF PROPOSAL.....	4
1.6 RIGHT TO CHANGE OR AMEND REQUEST	5
1.7 CANCELLATION	5
1.8 EXAMINATION OF PROPOSAL MATERIALS.....	5
1.9 ADDENDA AND INTERPRETATION.....	6
1.10 DISQUALIFICATION	6
1.11 INFORMAL PROPOSAL REJECTED.....	7
1.12 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED.....	7
1.13 LICENSING REQUIREMENTS	7
1.14 INSURANCE REQUIREMENTS.....	7
1.15 HOLD HARMLESS DEFENSE CLAUSE.....	8
1.16 APPLICABLE LAW	8
1.17 METHOD OF PAYMENT	8
1.18 NOTICE TO OUT-OF-STATE VENDOR	9
1.19 TERM	9
1.20 COMPETITIVE PRICING.....	9
1.21 FUNDING.....	9
1.22 UNCONDITIONAL TERMINATION FOR CONVENIENCE.....	9
1.23 AUDITING OF CHARGES AND SERVICES.....	9
1.24 CHANGES	10
1.25 AWARD	10
1.26 PRODUCT OWNERSHIP	10
1.27 CONFIDENTIALITY.....	10
1.28 OTHER GOVERNMENTAL AGENCIES.....	11
2.0 BACKGROUND.....	12
2.1 SCOPE OF WORK.....	12

**CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE OCCUPATIONAL HEALTH SERVICES
(PUR 15-003)**

3.0	PROPOSAL GUIDELINES, CONTENT AND FORMAT	14
3.1	EVALUATION PROCEDURE AND CRITERIA.....	17
3.2	PROPOSED DEVELOPMENT COSTS.....	17
3.3	PROPONENT CONTACT.....	18
3.4	CITY’S USE OF PROPOSAL MATERIAL	18
3.5	REJECTION OF PROPOSAL	18
	PROPOSAL DOCUMENT COVER SHEET	19
	PROPONENT’S AGREEMENT	20
	NON-COLLUSION.....	21
	PROPONENT’S QUESTIONNAIRE.....	22
	PROPONENT INFORMATION SHEET.....	39
	FINANCIAL EXHIBITS	40
	PERFORMANCE GUARANTEES.....	46
	EXHIBIT 1 INSURANCE REQUIREMENTS	47
	ATTACHMENT A – CONFIDENTIALITY AGREEMENT	50
	ATTACHMENT B – SAMPLE CITY CONTRACT.....	53

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that Request for Proposals (RFP) are invited by the City of Stockton, California to provide Occupational Health Services (PUR 15-003) in strict accordance with the specifications.

The City is seeking proposals from companies that can provide high quality Occupational Health Services to the City and to its Employees at the most competitive rates.

Proposal forms and specifications are available on the City's web site at www.stocktongov.com/bidflash and must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, CA 95202, up to but not later than, **JULY 23, 2015 at 2:00 p.m.**

The City reserves the right to reject any and/or all proposals received.

For Information on Technical Data or Request for Proposal Process/Clarification, contact:

Tami Matuska, HUMAN RESOURCES
Concepcion Gayotin, PURCHASING
Tom Morrison, SEGAL

Via email - Purchasing@stocktongov.com

DISCLAIMER: The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.

Dated: July 14, 2015

BONNIE PAIGE
CITY CLERK OF THE CITY OF STOCKTON

START DATE: DECEMBER 1, 2015

PROPONENT'S CHECKLIST
CITY OF STOCKTON / PURCHASING DIVISION

Did You:

- * ___ Complete the following proposal documents (FROM THIS PACKET ONLY SUBMIT PAGES 19 to 46 AND PLACE IN THE FRONT OF YOUR PROPOSAL).

- * ___ Sign and notarize by jurat certificate the "Non-Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.

- * ___ Complete and sign a "Proponent's Fee Schedule" form, (and submit under separate cover).

- * ___ Sign the "Proponent's Agreement" form. **Include (with proposal) name and e-mail address for City contact, if different from signatree.**

- * ___ To the City, submit one (1) ORIGINAL (unbound and no staples) and SIX (6) COPIES of all proposal documents. Additionally, submit one (1) CD with an electronic version of the proposal and all proposal documents. To Segal, submit a courtesy copy of the proposal and a CD.

- * ___ Review all clarifications/questions/answers on the City's website at www.stocktongov.com/bidflash.

- * ___ Deliver sealed proposal to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, before **JULY 23, 2015 at 2:00 p.m.** Sealed proposal shall be marked "Proposal" and indicate project name, number, and proposal opening date. Please note that some overnight delivery services do not deliver directly to the City Clerk's Office. This could result in the proposal arriving in the City Clerk's Office after the proposal opening deadline and therefore not being accepted.
 - A) **“RFP – TO PROVIDE OCCUPATIONAL HEALTH SERVICES”**
 - B) **PUR 15-003**
 - C) **JULY 23, 2015**

For Information on Technical Data or RFP Process/Clarification, contact:

Tami Matuska, HUMAN RESOURCES
Concepcion Gayotin, PURCHASING
Tom Morrison, SEGAL
Via email - Purchasing@stocktongov.com

*If not completed as required, your proposal may be rejected.

DISCLAIMER: The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.

**CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE OCCUPATIONAL HEALTH SERVICES
(PUR 15-003)**

1.0 GENERAL INFORMATION

1.1 REQUEST FOR PROPOSAL (RFP) PROCESS

The purpose of this Request for Proposal (RFP) is to request proponents to present their qualifications and capabilities to provide Occupational Health Services (PUR 15-003) for the City of Stockton.

1.2 INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than **2:00 p.m., on, JULY 23, 2015**, in the office of:

CITY CLERK
CITY OF STOCKTON
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997

To the City, ONE (1) original (unbound and no staples) and SIX (6) copies of the proposal shall be submitted. Additionally, submit one (1) CD with an electronic version of the proposal. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, "RFP to provide Occupational Health Services for the City of Stockton (PUR 15-003)." Any proposal received after the due date and time indicated may not be accepted and may be rejected and returned, unopened, to the proponent.

Also, submit a similar courtesy copy of one proposal and CD to Segal at:

The Segal Company
c/o Tom Morrison
330 North Brand Blvd., Ste. 1100
Glendale, CA 91203

The timeliness of the submission and its acceptance will be determined by the City of Stockton. Any portion or documents submitted to Segal, but not submitted to the City of Stockton will not be accepted.

No unsolicited material will be accepted after the submittal date.

CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE OCCUPATIONAL HEALTH SERVICES
(PUR 15-003)

1.3 LOCAL BUSINESS PREFERENCE

Stockton Municipal Code Section 3.68.090 reads as follows:

Preference shall be given to the purchase of supplies, materials, equipment, and contractual services from local merchants, quality and price being equal. Local merchants who have a physical business location within the boundaries of San Joaquin County, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter [5.08](#), License Taxes, shall be granted two (2) percent bid preference. Local merchants who have a physical business location within the boundaries of the City of Stockton, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter [5.08](#), License Taxes, shall be granted five (5) percent bid preference. This section is intended to provide preference in the award of certain City contracts in order to encourage businesses to move into and expand within the City. (Ord. 2014-03-18-1601 C.S. § 1; prior code § 3-106.1)

1.4 CONSEQUENCE OF SUBMISSION OF PROPOSAL

- A. The City shall not be obligated to respond to any proposal submitted nor be legally bound in any manner by the submission of a proposal.
- B. Acceptance by the City of a proposal obligates the proponent to enter into an agreement with the City.
- C. An agreement shall not be binding or valid against the City unless or until it is executed by the City and the proponent.
- D. Statistical information contained in these documents is for informational purposes only. The City shall not be responsible for the accuracy of said data. City reserves the right to increase or decrease the project scope.

1.5 ACCEPTANCE OR REJECTION OF PROPOSAL

The City reserves the right to select the successful proposal and negotiate an agreement as to the scope of services, the schedule for performance and duration of the services with proponent(s) whose proposal(s) is/are most responsive to the needs of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality or irregularity in the proposal as is in the City's best interest.

**CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE OCCUPATIONAL HEALTH SERVICES
(PUR 15-003)**

The City reserves the right to reject any and all proposals, or portions thereof, received in response to the Request or to negotiate separately with any source whatsoever, in any manner necessary, to serve the best interests of the City. Additionally, the City may, for any reason, decide not to award an agreement(s) as a result of this Request.

Non-acceptance of any proposal shall not imply that the proposal was deficient. Rather, non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City or that the City decided not to award an agreement as a result of this Request.

1.6 RIGHT TO CHANGE OR AMEND REQUEST

The City reserves the right to change the terms and conditions of this Request. The City will notify potential proponent(s) of any material changes by posting on the City's website. No one is authorized to amend any of the Request requirements in any respect, by an oral Statement, or to make any representation or interpretation in conflict with its provisions. If necessary, supplementary information and/or clarifications/questions/answers will be posted on the City's website at www.stocktongov.com/bidflash. Failure of any proponent to not have received such information and/or clarifications/questions/answers shall not relieve such proponent from any obligation under his/her proposal as submitted.

Any exceptions to this Proposal shall be clearly stated in writing.

1.7 CANCELLATION

The City reserves the right to rescind award of the contract at any time before execution of the contract by both parties if rescission is deemed to be in City's best interest. In no event shall City have any liability for the rescission of award. The proponent assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

1.8 EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the proponent that it has investigated all aspects of the Request, that it is aware of the applicable facts pertaining to the Request process and its procedures and requirements, and that it has read and understands the Request. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the proponent was not fully informed as to any fact or condition. Statistical information which may be contained in the Request or any addendum is for informational purposes only. The City disclaims any responsibility for this information which may subsequently be determined to be incomplete or inaccurate.

**CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE OCCUPATIONAL HEALTH SERVICES
(PUR 15-003)**

1.9 ADDENDA AND INTERPRETATION

The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives. Any request for clarifications/questions/answers of this Request shall be made in writing/e-mail and deliverable to:

For Information on Technical Data or RFP Process/Clarification, contact:

Tami Matuska, HUMAN RESOURCES
Concepcion Gayotin, PURCHASING
Tom Morrison, SEGAL

Via email - Purchasing@stocktongov.com

Such request for clarifications/questions shall be delivered to the City on or before July 15, 2015. Any City response to a request for clarifications/questions will be posted on the City's website at: www.stocktongov.com/bidflash by July 17, 2015, and will become a part of the Request. The proponent should await responses to inquiries prior to submitting a proposal.

1.10 DISQUALIFICATION

Any of the following may be considered cause to disqualify a proponent without further consideration:

- A. Evidence of collusion among proponents;
- B. Any attempt to improperly influence any member of the evaluation panel;
- C. Any attempt to communicate in any manner with a City of Stockton Elected Official or Employee that is not expressly listed in this request during the RFP/bid process will, and shall be, just cause for disqualification/rejection of proponent's proposal/proponent's submittal and considered non-responsive.
- D. A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- E. Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.
- F. No person, company, or corporation shall be allowed to make or file or be interested in more than one proposal for the same supplies, services, or both; provided, however, that subcontract proposals to the principal proponents are excluded from the requirements of this section: Section 3.68.120 of the Municipal Code.

**CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE OCCUPATIONAL HEALTH SERVICES
(PUR 15-003)**

1.11 INFORMAL PROPOSAL REJECTED

A proposal shall be prepared and submitted in accordance with the provisions of these Request instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a proposal may be sufficient grounds for rejection of the proposal. The City has the right to waive any defects in a proposal if the City chooses to do so. The City may not accept a proposal if any document or item necessary for the proper evaluation of the proposal is incomplete, improperly executed, indefinite, ambiguous, or missing.

1.12 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED

- A. The proponent assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed.
- B. If proponent's supplier(s) and/or subcontractor's involvement requires the use of a licensed, patented, or proprietary process, the proponent of the process is responsible for assuring that the subcontractor, supplier, and/or operator have been properly authorized to use the process or for providing another process which is comparable to that which is required prior to submission of a proposal.

1.13 LICENSING REQUIREMENTS

Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful proponent.

A City of Stockton Business license may be required for this project. Please contact the City of Stockton Business License Division at (209) 937-8313.

1.14 INSURANCE REQUIREMENTS

Proponent, at Proponent's sole cost and expense and for the full term of the resultant contract or any extension thereof, shall obtain and maintain at least all of the insurance requirements listed in attached Exhibit 1.

All coverage shall be provided by a carrier authorized to transact business in California and shall be primary. All policies, endorsements, and certificates shall be subject to approval by the Risk Manager of the City of Stockton as to form and content.

Maintenance of proper insurance coverage is a material element of this contract and that failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

**CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE OCCUPATIONAL HEALTH SERVICES
(PUR 15-003)**

The Proponent shall satisfy these insurance requirements concurrently with the signing of the contract prior to commencement of work. It is strongly suggested that insurance requirements be reviewed with the Proponent's broker to ensure any additional costs are included in the proposal pricing component. Please contact City of Stockton Risk Services at (209) 937-5037.

1.15 HOLD HARMLESS DEFENSE CLAUSE

Contractor agrees to indemnify, save, hold harmless, and at City's request, defend the City, its officers, agents, and employees from any and all costs and expenses (including attorney expert and legal fees), damages, liabilities, claims, and losses occurring or resulting to the City in connection with the performance, or failure to perform, by Contractor, its officers, agents, sub-contractors, employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under this Agreement, and from any and all costs and expenses (including attorney expert and legal fees), damages, liabilities, claims, and losses occurring or resulting to any person, company, or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents, or employees under this Agreement. The duty to defend and the duty to indemnify are separate and distinct obligations. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph. The indemnification obligations of this section shall survive the termination of this agreement.

The Proponent shall assert that these indemnification/hold harmless provisions will be adhered to as part of their proposal. Failure to agree with this language may result in a proposal being deemed unresponsive.

1.16 APPLICABLE LAW

This agreement shall be governed by the laws of the State of California. Venue shall be proper in the Superior Court of the State of California, County of San Joaquin, Stockton Branch, or, for actions brought in Federal Court, the United States City Court for the Eastern City of California, Sacramento Division.

1.17 METHOD OF PAYMENT

Payment will be made within thirty (30) days after invoices are received and accepted by the City Manager. Invoices are to be rendered monthly.

**CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE OCCUPATIONAL HEALTH SERVICES
(PUR 15-003)**

1.18 NOTICE TO OUT-OF-STATE VENDOR

Sales and use tax on purchases made by the City of Stockton from all companies located outside California and whose products are shipped from out of State will be remitted to the State Board of Equalization directly by the City under permit number **SR KHE 28-051174 DP**. **Please do not include sales/use tax on the invoice that you submit to the City of Stockton.**

Questions regarding the City of Stockton's payment of sales/use tax can be directed to the City of Stockton's Purchasing Division at (209) 937-8357.

1.19 TERM

Anticipated contract award is 3 years with the option to renew for 2 additional one-year periods. The projected start date is **August 1, 2015**.

1.20 COMPETITIVE PRICING

Proponent warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any similarly situated commercial or other government customer of proponent. If proponent enters into any arrangements with another customer of proponent to provide product under more favorable charges, economic or product terms or warranties, proponent shall immediately notify CITY of such change and this Contract shall be deemed amended to incorporate the most favorable charges, economic or product terms or warranties.

1.21 FUNDING

Any contract which results from this Request will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the next fiscal year. If funds are appropriated for a portion of the fiscal year, this contract will terminate without penalty, at the end of the term for which funds are appropriated.

1.22 UNCONDITIONAL TERMINATION FOR CONVENIENCE

The City may terminate the resultant agreement for convenience by providing sixty (60) calendar day advance notice unless otherwise stated in writing.

1.23 AUDITING OF CHARGES AND SERVICES

The City reserves the right to periodically audit all charges and services made by the successful proponent to the City for services provided under the contract.

**CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE OCCUPATIONAL HEALTH SERVICES
(PUR 15-003)**

Upon request, the proponent agrees to furnish the City with necessary information and assistance.

1.24 CHANGES

The City's representative has the authority to review and recommend or reject change orders and cost proposals submitted by the proponent or as recommended by the proponent's Project Manager, pursuant to the adopted City of Stockton Standard Specifications.

1.25 AWARD

Upon conclusion of the Request process, a contract may be awarded to provide Occupational Health Services for the City of Stockton.

The City reserves the right to select the successful proponent and to negotiate terms of a contract with the proponent(s) whose proposal(s) is/are most responsive to the needs of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality in the proposal as is in the City's best interest.

1.26 PRODUCT OWNERSHIP

Any documents, products or systems resulting from the contract will be the property of the City of Stockton.

1.27 CONFIDENTIALITY

If proponent believes that portions of a proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the proponent must so specify by, at a minimum, stamping in bold red letters the term "**CONFIDENTIAL**" on that part of the proposal which the proponent believes to be protected from disclosure. The proponent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the proponent believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The City will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. **The proponent is hereby put on notice that the City may consider all or parts of the offer public information under applicable law even though marked confidential.**

**CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE OCCUPATIONAL HEALTH SERVICES
(PUR 15-003)**

1.28 OTHER GOVERNMENTAL AGENCIES

If mutually agreeable to all parties, the use of any resultant contract/purchase order may be extended to other political subdivisions, municipalities, or tax supported agencies.

Such participating governmental bodies shall make purchases in their own name, make payment directly to successful Proponent and be liable directly to the successful Proponent, holding the City of Stockton harmless.

**CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE OCCUPATIONAL HEALTH SERVICES
(PUR 15-003)**

2.0 BACKGROUND

The City of Stockton requires ongoing professional services of an occupational medical facility and its licensed physicians that possess all of the required physician or facility certification and qualifications for providing occupational health services.

Due to changes in the laws regulating pre-employment medical services, the City desires to retain an occupational health service provider that is up-to-date not only in the required medical procedures, but also in those prohibited procedures that may subject the City to potential liability. Consequently, the City desires to obtain a long-term contract that will provide stability and consistency in its occupational health needs.

**START DATE:
DECEMBER 1, 2015**

2.1 SCOPE OF WORK

A. Scope of Services

CONTRACTOR will, under the supervision of its on-site board-certified, licensed physician, provide:

1. Pre-employment physicals which vary in scope depending on job classification.
2. Fitness for duty evaluations and reports.
3. Department of Transportation (D.O.T.) required physicals for California driver's license.
4. Drug and alcohol screenings.
5. D.O.T random drug testing. City of Stockton on-site testing required.
6. Bomb Squad physicals.
7. Expert witness testimony before commission or court concerning a medical decision.
8. Hepatitis, TB, OPIM, ADT, and other blood borne pathogen pre-exposure services and testing with required documentation/reports.
9. Annual Fire Department physicals.
10. Other annual physicals as required.
11. California Occupational Safety and Health Administration mandated physical examinations as may be required.
12. Injections and Immunizations, including on-site flu shots.

**CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE OCCUPATIONAL HEALTH SERVICES
(PUR 15-003)**

13. Participation in the City's Safety, Health, and Wellness Fair.
14. Ergonomic Evaluations on an as needed basis.
15. Other industrial medical services, as the need arises.

CONTRACTOR must possess all required physician (or facility) licenses, certifications, qualifications, and insurance required for the services it performs; including D.O.T. drug testing and must agree to City of Stockton on-site testing.

B. ACCOUNT MANAGEMENT

Identify the senior and associate account management team to service the City's Human Resources Department in a sufficient manner for it to accomplish its day-to-day responsibilities. Please provide resumes for each.

C. CUSTOMER SERVICE

Provide customer service phone number for inquiries on claims, eligibility, provider network, services, coverage, or other inquiries from participants Monday through Friday from 8:00 AM to 5:00 PM (PST).

**CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE OCCUPATIONAL HEALTH SERVICES
(PUR 15-003)**

3.0 PROPOSAL GUIDELINES, CONTENT AND FORMAT

The City of Stockton uses a qualifications-based selection process in obtaining these services. In order for the City to properly evaluate the Proponents qualification to perform this work, the proposals shall include, as a minimum, the following information:

- A. Evidence of the Proponent's ability to be responsive to this project in regard to timeliness and expertise, including availability of staff proposed to be assigned.
- B. The Proponents are encouraged to expand on the Scope of Work to demonstrate their expertise. Evaluation of the proposals will be based on qualifications, the experience of staff proposed to be assigned to the project, references and thoroughness of the proponent's response to the Scope of Services.
- C. Such additional information that the Proponent may feel would be pertinent to assist the City of Stockton in making its final decision.
- D. Please submit one (1) original and six (6) copies of your proposal/qualifications. The original should be unbound to allow us to reproduce your proposal, as needed. Additionally, submit one (1) CD with an electronic version of the proposal and all submitted proposal documents. Additionally, a courtesy copy of the proposal and CD must be submitted to Segal.

3.0.1 Cover Letter

Submit a letter on your company letterhead addressing the proposal and format. The letter should be signed by an officer of the company authorized to bind the company to all comments made in the proposal, and shall include the name, address, phone number and e-mail address of the person(s) to contact who will be authorized to represent your company.

3.0.2 Minimum Experience Qualifications Summary

A Statement of professional experience and ability.

**CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE OCCUPATIONAL HEALTH SERVICES
(PUR 15-003)**

3.0.3 Management/Method of Operation

Provide a detailed description outlining your company's approach to provide the service. Highlight innovative ideas your company may have to provide to the City and describe in detail your procedures and management techniques.

3.0.4 References

Provide a list of references with current contact person, e-mail address and phone number who may be contacted regarding company performance.

3.0.5 Financial Statement

The proponent must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the services required herein.

Proponent shall submit a full and detailed presentation of the true condition of the proponent's assets, liabilities and net worth. The report should include a balance sheet and income Statement. If the proponent is a new partnership or joint venture, individual financial Statements must be submitted for each general partner or joint venture thereof. If the company is a publicly held corporation, the most current annual report should be submitted.

Any proponent who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the proponent under Federal bankruptcy law or any State insolvency, may be declared non-responsive.

3.0.6 Corporate Structure, Organization

Describe how your company is organized, noting major divisions and any parent/holding companies, as well as brief history of the company and all personnel potentially to be involved in the project including all sub-consultants. Designate the Principal in Charge and other key personnel. Include résumés. Also, provide a description of the experience your company has had with similar processes.

**CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE OCCUPATIONAL HEALTH SERVICES
(PUR 15-003)**

3.0.7 Proposal Fee (Under Separate Cover)

Provide a detailed basic fee structure and break-down of any other charges related to your company's proposal. Finalist's fee structure may be subject to negotiation.

3.0.8 Proposal Format

The proposal must be submitted, typewritten on 8½" X 11" white paper and must be bound in a secure manner.

3.0.9 Supplemental Information

Material and data not specifically requested for consideration, but which the proponent wishes to submit must not appear with the Proposal Form, but may appear only in an "Additional Data" section. This has specific reference to the following types of data:

Generalized narrative of supplementary information; and Supplementary graphic material.

3.0.10 Proposal Submission

All proposals must be signed with the full name of the proponent, if an individual; by an authorized general partner, if a partnership; or by an authorized officer, if a corporation.

3.0.11 Proposal Submission by Agent

When proposals are signed by an agent other than an officer of a corporation or a member of a general partnership, a power of attorney authorizing the signature must be submitted with the proposal.

3.0.12 Proposal Submission by Partnership or Joint Venture

If the proposal is submitted by a partnership or joint venture, the Statement of Personal History attached to the Proposal Form must be completed by each general partner or joint venture thereof. If the proposal is submitted by a corporation, the Statement must be completed by each principal officer of said corporation.

3.0.13 Proposal Submission Requirements

The original proposal must have wet ink signatures. Modification to a proposal after the proposal submittal deadline will not be accepted by the City.

**CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE OCCUPATIONAL HEALTH SERVICES
(PUR 15-003)**

3.1 EVALUATION PROCEDURE AND CRITERIA

The City is interested in selecting a qualified company with the ability to provide Occupational Health Services. A key component for the successful company will be the ability to meet the City's performance desires while minimizing the cost.

The Evaluation Panel (Panel) will consist of City of Stockton staff and any other person(s) designated by the City. Following review of the proposals, the Panel may invite one or more proponents to make an oral presentation. During these presentations, the proponent will be allowed to present such information as may be appropriate in order that the Panel can effectively and objectively analyze all materials and documentation submitted as part of the proposals.

Each company must be represented by an individual who will be the prime contact person to the City and any other individuals whom the company may select. The highest-rated proposal(s) will then be further scrutinized through financial analysis and reference checks.

To that end, the Panel will evaluate the proposals based on, but not limited to, the following criteria:

- A. Proponent's ability to provide all services as outlined in the Scope of Work;
- B. Related experience with similar projects, company background and personnel qualifications;
- C. Proponent's Fee Schedule: completed and signed (under separate sealed cover);
- D. Proponent's Agreement;
- E. Non-Collusion Affidavit;
- F. References;
- G. Recently terminated clients;
- H. Performance Guarantees; and
- I. Any other criteria as best suits the City of Stockton.

3.2 PROPOSED DEVELOPMENT COSTS

The cost of preparing and submitting a proposal is the sole responsibility of the proponent and shall not be chargeable in any manner to the City of Stockton.

**CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE OCCUPATIONAL HEALTH SERVICES
(PUR 15-003)**

3.3 PROPONENT CONTACT

Proponent shall provide the name, address, e-mail address and telephone number of an individual in their organization to whom notices and inquiries by the City should be directed as part of this proposal.

3.4 CITY'S USE OF PROPOSAL MATERIAL

All material submitted in or with the proposal shall become the property of the City, unless it is clearly marked as proprietary information. The City reserves the right to use any ideas presented in the proposals, without compensation paid to the Company. Selection or rejection of the proposal shall not affect this right.

3.5 REJECTION OF PROPOSAL

The City reserves the right to reject any and all proposals submitted and to request additional information from the Proponent. The award will be made to the company which, in the opinion of the City, is best qualified.

PROPOSAL DOCUMENT COVER SHEET

- A) “RFP – TO PROVIDE OCCUPATIONAL HEALTH SERVICES”**
- B) PUR 15-003**
- C) JULY 23, 2015**

COMPANY NAME:

CONTACT NAME:

ADDRESS:

TELEPHONE NUMBER:

EMAIL:

**CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE OCCUPATIONAL HEALTH SERVICES
(PUR 15-003)**

PROPONENT'S AGREEMENT

In submitting this proposal, as herein described, the proponent agrees that:

1. They have carefully examined the Scope of Work and all other provisions of this document and understand the meaning, intent and requirements of same.
2. They will enter into contract negotiations and furnish the services specified.
3. They have signed and notarized the attached Non-Collusion Affidavit form, whether individual, corporate or partnership. Must be 'A Jurat' notarization.
4. They have reviewed all clarifications/questions/answers on the City's website at www.stocktongov.com/bidflash
5. Confidentiality: Successful Proponent hereby acknowledges that information provided by the City of Stockton is personal and confidential and shall not be used for any purpose other than the original intent outlined in the Request for Proposal. Breach of confidentiality shall be just cause for immediate termination of contract agreement.

COMPANY

ADDRESS

SIGNED BY

TITLE OR AGENCY

TELEPHONE NO. /FAX NO.

DATE

E-MAIL ADDRESS

NON-COLLUSION

AFFIDAVIT FOR INDIVIDUAL PROPONENT

No. 1

STATE OF CALIFORNIA, _____)ss.

County of _____)
(insert)

_____ being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature Individual Proponent)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____
by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

No. 2

AFFIDAVIT FOR CORPORATION PROPONENT

STATE OF CALIFORNIA, _____)ss.

County of _____)
(insert)

_____ being first duly sworn, deposes and says: That they are the _____ of _____ a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature Corporation Proponent)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____
by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

No. 3

AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP

STATE OF CALIFORNIA, _____)ss.

County of _____)
(insert)

_____,
each being first duly sworn, depose and say: That they are a member of the firm, association or co-partnership,
designated as _____ who is the party making the foregoing bid; that the other partner, or partners, are _____ that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature)

(Signature)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____
by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

**CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE OCCUPATIONAL HEALTH SERVICES
(PUR 15-003)**

PROPONENT'S QUESTIONNAIRE

Questionnaire Instructions to Proponents

*****DO NOT ALTER THE QUESTIONS OR QUESTION NUMBERING***.**

- Provide an answer to each question even if the answer is “not applicable” or “unknown.” Incomplete questionnaires may be cause for disqualification.
- Answer the question as directly as possible.
 - If the questions asks “How many...” provide a number
 - If the question asks, “Do you...” indicate Yes or No **first**, followed by your additional narrative explanation.
- Lengthy responses are less preferred, please be concise and use bullet points as appropriate. Do not refer the reader to an appendix or attachment for further information.
- Proponent will be held accountable for accuracy/validity of all answers.
- Remember, RFP responses will become part of the contract between the winning Proponent and the City.

NOTE: Please make sure to include an electronic copy of your completed questionnaire in **Word Format** on the CD with your response.

CITY OF STOCKTON
 REQUEST FOR PROPOSALS (RFP)
 TO PROVIDE OCCUPATIONAL HEALTH SERVICES
 (PUR 15-003)

DO NOT ALTER THE QUESTIONS.

A. GENERAL RFP REQUIREMENTS

For this section of the questionnaire, answer the question/requirement with a simple “Yes” or “No” answer. If you answer “No” to any of the questions/requirements in this section, please explain the response at the end of the section. The explanation will be reviewed; however, failure to agree to all of the terms requested in this section may cause the City to deem your proposal non-responsive.

1. Do you agree that if this proposal results in your company being awarded a contract and if, in the preparation of that contract, there are inconsistencies between what was proposed and accepted versus the contract language that has been generated and executed, that any controversy arising over such discrepancy will be resolved in favor of the language contained in the proposal or correspondence relating to your proposal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Will you agree to be bound by the terms of your proposal until a final contract is executed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Do you agree to all the terms and conditions in Section I of this RFP?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. You will be required to issue the Contract within thirty (30) calendar days after being given a <i>Notice of Intent to Award</i> unless waived by the City. Please confirm your acceptance of this requirement.	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Confirm that your proposed Occupational Health Services fees are guaranteed for 36 months.	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Confirm that your proposed rates exclude commissions.	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Please confirm that your proposal includes all fees with respect to the administration of services and that any and all fees not included are listed separately in your fee quotation form.	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Please confirm that there will be no adjustments to the proposed fees and/or rates based on actual enrollment or subsequent shifts in enrollment.	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. The City requires that it maintain the right to terminate the contract at any time provided that it gives 60 days advance written notification to the contractor. Do you agree to this provision?	<input type="checkbox"/> Yes <input type="checkbox"/> No
10. Will you transfer enrollment cards, claim information, and other administrative records to any carrier that would replace you in the event of termination of this contract at no charge?	<input type="checkbox"/> Yes <input type="checkbox"/> No
11. Do you agree to the provision that changes in the administrative fee or/and premium rate may only occur on the anniversary date unless required by mandatory benefit changes?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**CITY OF STOCKTON
 REQUEST FOR PROPOSALS (RFP)
 TO PROVIDE OCCUPATIONAL HEALTH SERVICES
 (PUR 15-003)**

<p>12. Confirm that your service team supporting the City's Human Resources Department will be available to City staff during normal business hours for the operation of the City. In addition, can you provide key City staff members with an emergency contact number after normal business hours?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>13. Will you agree to accept any specified eligibility rule established by the City?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>14. Will you agree to include in your contract a defense and hold harmless provision that indemnifies the City against liability that arises as the result of negligent acts, errors, omissions, fraud and other criminal acts committed by your network providers, officers, employees, and agents of the organization?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>15. Do you agree to maintain compliance with the Health Insurance Portability and Accountability Act (HIPAA) privacy and security for the duration of the contract with the City?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>16. Confirm that your company is in compliance with all State and Federal laws applicable to the programs you are proposing or the services you will provide.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>17. Do you agree to provide quarterly and annual reporting for Utilization and any other reporting as requested by the City?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

**CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE OCCUPATIONAL HEALTH SERVICES
(PUR 15-003)**

Explain any "No" answer provided in the requirements above (use additional sheets if necessary):

**CITY OF STOCKTON
 REQUEST FOR PROPOSALS (RFP)
 TO PROVIDE OCCUPATIONAL HEALTH SERVICES
 (PUR 15-003)**

IMPLEMENTATION AND TRANSITION	VENDOR RESPONSE
5) Would you transfer claims information and other administrative records to any carrier or Third Party Administrator who replaced you at no charge?	
6) Are all implementation costs included in your basic fees? If no, please identify all additional charges and include in Table 2 of the Fee Quotation Section.	
7) Based upon past experience from other clients for which you have implemented services, what can the City expect as far as the transition process is concerned?	

**CITY OF STOCKTON
 REQUEST FOR PROPOSALS (RFP)
 TO PROVIDE OCCUPATIONAL HEALTH SERVICES
 (PUR 15-003)**

B. COMPANY HISTORY & FINANCIAL PROFILE

COMPANY HISTORY & FINANCIAL PROFILE	VENDOR RESPONSE
1) Provide the legal name, address and telephone number of your company and the type of entity (sole proprietorship, partnership, LP, LLC or corporation and whether public or private). Include the name and telephone number of the person(s) in your company authorized to execute the proposed contract.	
2) Indicate any pending claim, complaint, petition, or lawsuit filed by your company or anyone acting on your company's behalf where the City may be liable for damages, costs, or attorneys' fees.	
3) State if you are a local vendor as defined in Section 1.3 of this RFP (provide the street address of the local office).	
4) Where is your company located and how long has it been in business? Indicate the total number of employees.	
5) If your company is selected as a contractor, do you propose to open a local office? If not, how does your company propose to provide local customer service?	
6) Is your company a division or subsidiary of a parent company? If yes, please indicate the name of the parent company.	
7) Do you plan to sub contract any portion of the services required to another company? If "Yes", answer the following:	

**CITY OF STOCKTON
 REQUEST FOR PROPOSALS (RFP)
 TO PROVIDE OCCUPATIONAL HEALTH SERVICES
 (PUR 15-003)**

COMPANY HISTORY & FINANCIAL PROFILE	VENDOR RESPONSE
<p>a. Will you take responsibility for the quality, timeliness and accuracy of these sub contracted services?</p> <p>b. Describe how your staff will interface with the staff of the sub contractor(s).</p> <p>c. Is there an expectation that member systems and/or participants would interface with any sub contractor?</p> <p>d. Is your organization willing to include language in the service agreement that will warrant that your company and its related organizations will not outsource work to foreign workers during the life of the contract?</p>	
<p>8) Confirm that data will be made available to the City or its authorized agents for purpose of an audit, as requested. What, if any, restrictions would apply?</p>	
<p>9) Along with your proposal, please include copies of the most recent reports on your company from the rating services of Standard & Poor's, A.M. Best's, Moody's, and/or Fitch. (If you are not rated by one or more of these organizations, please so State). Has there been any change in your ratings in the last two years? If yes, please explain the nature and reason(s) for the change.</p>	

**CITY OF STOCKTON
 REQUEST FOR PROPOSALS (RFP)
 TO PROVIDE OCCUPATIONAL HEALTH SERVICES
 (PUR 15-003)**

COMPANY HISTORY & FINANCIAL PROFILE	VENDOR RESPONSE
<p>10) Provide the latest annual report or other financial reports (including audited financial Statements) that indicate the financial position of your organization. If your company is privately held, list owners with 5 percent or more of equity. If the financial report is to be held as confidential, it must still be provided. It may be included in a separate envelope marked as confidential, proprietary information. Failure to submit the required information may cause your proposal response to be deemed incomplete.</p>	
<p>11) Has your company ever been subject to a legal action brought by a client or former client for the proposed product/services within the past five years? If so, please explain the nature and current status of the action(s). Are there any outstanding legal actions pending that would affect your ability to provide the requested services? If yes, please explain.</p>	
<p>12) Has your company, its affiliates or any of its staff, principals or owners ever been subject to a governmental or criminal investigation involving the requested services? Please describe.</p>	
<p>13) What fidelity and surety insurance or bond coverage do you or your contractors/subcontractors currently carry to protect your clients? Specifically describe the type and amount of the fidelity bond insuring your employees that would protect the City in the event of a loss. Please provide copies of the bonds and confirm that you and your contractors/subcontractors are willing to maintain the insurance amounts required by the City as outlined in Exhibit 1.</p>	

**CITY OF STOCKTON
 REQUEST FOR PROPOSALS (RFP)
 TO PROVIDE OCCUPATIONAL HEALTH SERVICES
 (PUR 15-003)**

COMPANY HISTORY & FINANCIAL PROFILE	VENDOR RESPONSE
14) Has your company or any client administered by your company ever sustained a fidelity loss or claim? If yes, please provide details.	
15) Indicate your company's current professional liability insurance limit with regard to errors, omissions, negligence, etc. Please include deductible and annual limit (per claim and extended reporting duration) information and name of insurer. (Please provide copies of such policies). Please confirm you are willing to maintain the insurance amounts required by the City as outlined in Exhibit 1 .	
16) Designate the individual(s) with the following responsibilities. Include the name, title and address of each individual, along with a brief description of his/her qualifications, experience, and your process for notifying the City in case of departure and replacement of these individuals.	
<ul style="list-style-type: none"> • The individual(s) representing your company during the proposal process. 	
<ul style="list-style-type: none"> • The individual(s) who will be assigned to the overall ongoing management. 	
<ul style="list-style-type: none"> • The individual(s) responsible for day-to-day service. 	

**CITY OF STOCKTON
 REQUEST FOR PROPOSALS (RFP)
 TO PROVIDE OCCUPATIONAL HEALTH SERVICES
 (PUR 15-003)**

C. CUSTOMER SERVICE

CUSTOMER SERVICE	VENDOR RESPONSE
<p>1) Provide a brief overview of the administration office(s) you would propose for services to the City. What is the location and hours of operation of the office that would provide day-to-day account service? How long has it been operational? What types of services does it provide?</p>	
<p>2) Describe the staffing of the proposed administration office. How many employees work in that location? What was the turnover rate for customer service and account management staff in the last 12 months? What was your total turnover? (Express as a percentage of total staff members.) What is the average number of years of experience of these employees?</p>	
<p>3) Indicate how many full time and part time individuals (by position type and level) would be dedicated or assigned to the City's account. Will dedicated employees have shared duties with other accounts? What percentage of time would be dedicated to the City? Please include customer service and programming staff specifically, in your response. Who will be assigned as the account executive on the account? Please provide his/her professional biography with your response.</p>	
<p>4) Describe the supervision function. Who would be responsible for daily ongoing administrative issues? How would account service for the City be coordinated? If your company is selected, do you anticipate hiring additional staff? If so, how many and in what category?</p>	

**CITY OF STOCKTON
 REQUEST FOR PROPOSALS (RFP)
 TO PROVIDE OCCUPATIONAL HEALTH SERVICES
 (PUR 15-003)**

CUSTOMER SERVICE	VENDOR RESPONSE
5) Please provide information on any enhancements currently underway in the customer service department.	
6) Do you conduct customer satisfaction surveys? If yes, please provide the satisfaction percentage for the last two years. If not, will you be willing to conduct surveys on behalf of the City if you are selected?	
7) Will a toll-free number be made available to handle inquiries regarding service issues? Please specify whether the number will be dedicated to the City or shared (check only one):	<input type="checkbox"/> Yes, at no extra charge <input type="checkbox"/> Yes, at a charge of \$_____ (Please include this fee in Table 1 of Section IX) <input type="checkbox"/> No
8) What days/hours will the telephone lines be staffed by actual customer service representatives? (Please do not include hours the telephone line will be staffed by an answering service. Include weekend hours, if applicable.)	
9) Indicate the ways in which your organization is able to accommodate special needs (check all that apply).	<input type="checkbox"/> No special accommodations <input type="checkbox"/> Have a Telecommunications Device for the Deaf (TDD) or other voice capability for the hearing impaired <input type="checkbox"/> We accommodate non-English speaking enrollees by contracting with an independent translation company <input type="checkbox"/> We maintain customer service staff with the ability to translate Spanish <input type="checkbox"/> We maintain customer service staff with the ability to translate the following languages:

**CITY OF STOCKTON
 REQUEST FOR PROPOSALS (RFP)
 TO PROVIDE OCCUPATIONAL HEALTH SERVICES
 (PUR 15-003)**

D. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Health Insurance Portability and Accountability Act (HIPAA)	VENDOR RESPONSE
1) Describe the process used by your company to comply with HIPAA's Electronic Data Interchange (EDI) Rule, Privacy, Security and The Health Information Technology for Economic and Clinical Health (HITECH) requirements. Have you received external or independent certification regarding your HIPAA compliance?	
2) Who is the key individual in your organization responsible for compliance with the HIPAA Administrative Simplification provisions? Please identify that individual by name and title.	
3) Have you arranged for additional vendors, subcontractors, or other entities to assist you in complying with the HIPAA Administrative Simplification provisions? If yes, please identify the entities and/or their role.	
4) Describe your HIPAA EDI compliance solution. Does your system have the ability to send and receive all types of HIPAA X12 electronic transmissions? Are you using a clearinghouse as part of your solution? If so, which one(s)?	
5) Are you actively conducting EDI transactions at the present time? If so, which transactions are you presently conducting? If not, what is preventing you from sending and/or receiving EDI transactions?	
6) Is your system compliant with the National Provider Identifier (NPI) requirements?	

**CITY OF STOCKTON
 REQUEST FOR PROPOSALS (RFP)
 TO PROVIDE OCCUPATIONAL HEALTH SERVICES
 (PUR 15-003)**

Health Insurance Portability and Accountability Act (HIPAA)	VENDOR RESPONSE
7) Has any client ever terminated a HIPAA Business Associate Agreement with you (or an underlying Services Agreement) for cause, due to material breach or violation of the HIPAA Business Associate Agreement? If so, please describe the breach or violation and your efforts to remedy the situation.	
8) Describe the process used by your company to comply with HIPAA Privacy and Security requirements. Have you conducted an assessment?	
9) Have you conducted an analysis of the risks and vulnerabilities to protected enrollment and claims information in your system and networks?	
10) Is your staff trained on all Privacy and Security requirements? Please describe your training program and enforcement policy.	
11) Does your system presently meet requirements in the regulations issued pursuant to the HIPAA Security and HITECH standards? If not, have you identified areas in which your system does not meet the proposed standards and what is your timetable for bringing your system into compliance?	
12) Does your system produce sufficient audit trails to satisfy the HIPAA Privacy and Security regulations?	
13) Are all electronic transmissions of Protected Health Information (PHI), including eligibility files, authorizations, reports, etc., encrypted or sent via secure means? Which encryption methods do you support for e-mails and file attachments? Please describe.	

**CITY OF STOCKTON
 REQUEST FOR PROPOSALS (RFP)
 TO PROVIDE OCCUPATIONAL HEALTH SERVICES
 (PUR 15-003)**

Health Insurance Portability and Accountability Act (HIPAA)	VENDOR RESPONSE
14) Describe the encryption solution that you provide clients for exchanging e-mails containing ePHI.	

E. ORGANIZATIONAL EXPERIENCE

ORGANIZATIONAL EXPERIENCE	VENDOR RESPONSE
1) How long has your company been providing occupational health services? Especially in relationship to safety members and California Occupational Safety and Health Administration mandated exams?	
2) Describe your company's experience in providing occupational health services for similarly sized clients.	
3) How many clients are you currently providing occupational health services? How many additional clients are expected during 2015?	
4) Has any client terminated the administration services of your company during the last five years? If so, please provide the names along with the reason for each termination. May they be contacted?	
5) Describe how your company keeps its staff apprised of legislative updates, both Federal and State. Indicate the scope of your company's technical research ability, including staff and access to legal resources.	
6) Describe how your company keeps its clients abreast of ongoing changes within your industry.	

**CITY OF STOCKTON
 REQUEST FOR PROPOSALS (RFP)
 TO PROVIDE OCCUPATIONAL HEALTH SERVICES
 (PUR 15-003)**

F. REPORTING CAPABILITIES

REPORTING CAPABILITIES	VENDOR RESPONSE
<p>1) You are expected to meet certain minimum reporting requirements. The City will require a number of regular weekly, monthly, quarterly, and annual claim reports. Samples of some of these reports are listed below. Please indicate for each:</p> <ul style="list-style-type: none"> i. Whether or not you can provide such a report and the frequency provided, and ii. If you can provide the requested report, please indicate the price or whether the cost is included in your fees. 	
<ul style="list-style-type: none"> • A monthly utilization summary for all benefits during the month. How soon after the end of any given month, would such a report be available? 	
<ul style="list-style-type: none"> • Customer service and activity reports. 	
<p>2) Describe any other management reports you would be able to provide to the City or that you regularly provide as part of your standard reporting package at no additional charge, and the frequency with which they would be provided.</p>	
<p>3) How long are participant and claim records maintained in the system? How far back can the City go to obtain historical information?</p>	
<p>4) What information/reports are available to the City via on-line access?</p>	

**CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE OCCUPATIONAL HEALTH SERVICES
(PUR 15-003)**

REPORTING CAPABILITIES	VENDOR RESPONSE
5) Would you provide ad-hoc data reports at the City's request? If so, please describe your ad-hoc data reporting capabilities. Would there be additional fees for these reports? If so, please describe and include all additional fees in Tables 1 and 2 of the Fee Quotation Section.	

**CITY OF STOCKTON
 REQUEST FOR PROPOSALS (RFP)
 TO PROVIDE OCCUPATIONAL HEALTH SERVICES
 (PUR 15-003)**

PROPONENT INFORMATION SHEET

Organization Name	
Date Founded	
Contact Person's Name	
Title	
Address	
City/State	
Phone Number	
E-mail Address	
Fax Number	
Website	

CURRENT CLIENT REFERENCES				
Name	Contact Name	Phone Number and Client Location	Number of Employees	Contract Start Date
RECENTLY TERMINATED CLIENTS				
Name	Contact Name	Phone Number	Termination Reason	Termination Date

_____ Authorized Signature

**CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE OCCUPATIONAL HEALTH SERVICES
(PUR 15-003)**

FINANCIAL EXHIBITS

Please be advised that if your quotes are not “firm” or “final” you must clearly indicate it in your proposal and explain exactly what information will be needed in order for the quote to become final. In providing fee estimates please keep in mind the following:

1. Proposals that contain contingencies upon the award of multiple services under the contract will not be accepted, including specific vendors.
2. Please complete the tables that are at the end of this section. Include all assumptions used to develop the fees.
3. List all services and supplies that are covered by the fees provided in Table 1. Please include all services as this list will be included in a contract agreement should your company be selected.
4. For the fees quoted, indicate if fees include the cost of routine printing and postage. If not, provide the additional cost for postage.
5. If your organization makes any charges of any kind for services or supplies that are not included in the fees quoted on the basis indicated above, please describe clearly in your proposal such services and/or supplies and the charges that will be made for them. Otherwise, the City will assume that the fees that you quote include all services and supplies that could reasonably be expected to be provided to the City during the course of your administration.

CITY OF STOCKTON
 REQUEST FOR PROPOSALS (RFP)
 TO PROVIDE OCCUPATIONAL HEALTH SERVICES
 (PUR 15-003)

Table 1 - Fees and Services

Exam Fees – City of Stockton	
Proposed Services	7/1/2015 – 6/30/2018 Propose Charges
<i>Clinical Evaluation</i>	
Pre-Employment – Review and Summary	
Medical Evaluation – Limited	
Medical Evaluation – Intermediate	
Medical Evaluation – Extended (<i>Specified</i>)	
Firefighter Wellness Physical	
HazMat Exam	
Medical Evaluation – Extended (<i>Unspecified</i>)	
Fitness for Duty	
Fitness for Duty (Complex)	
Expert Witness Testimony (per hour)	
Facility Fee (per exam)	
Respirator Clearance – Exam	
Respirator Clearance – Questionnaire Review	
Fit-For-Duty/Return-to-Work (Nurse Practitioner)	
Fit-For-Duty/Return-to-Work (Physician)	
Pelvic Exam	
Review of Results	
Minor	
Complex	
On-site Ergonomic Evaluation	
<i>Drug and Alcohol Testing</i>	
UDS Collection	
Hair Collection	
UDS Lab – DOT	
UDS Lab – Non-DOT 5	
UDS Lab – Non-DOT Exp Opiates	
MRO Review	

**CITY OF STOCKTON
 REQUEST FOR PROPOSALS (RFP)
 TO PROVIDE OCCUPATIONAL HEALTH SERVICES
 (PUR 15-003)**

Exam Fees – City of Stockton	
Proposed Services	7/1/2015 – 6/30/2018 Propose Charges
MRO Review (non-DOT Positive)	
EBT	
UDS Lab – Non-DOT 10	
Rapid Drug Test – 6 Panel	
Rapid Drug Test – 10 Panel	
Monoacetylmorphine (6-MAM)	
Methamphetamine Isomers	
UDS Split Specimen Testing	
<i>Procedures</i>	
Audiometry (Air Conduction)	
Hearing in Noise Test (HINT)	
Pulmonary Function Test/Spirometry	
EKG Test	
EKG Test with Cardiologist	
Stress EKG Test	
Stress EKG Test with Cardiologist	
Musculoskeletal Evaluation	
Skinfold Measurement/Waist Circumference	
<i>Radiology</i>	
CXR (1 view)	
CXR (2 view)	
L/S Spine (2 view)	
L/S Spine (3 view)	
<i>Laboratory Tests</i>	
Specimen Handling/Blood Draw	
Blood Type (ABO)	
CBC	

**CITY OF STOCKTON
 REQUEST FOR PROPOSALS (RFP)
 TO PROVIDE OCCUPATIONAL HEALTH SERVICES
 (PUR 15-003)**

Exam Fees – City of Stockton	
Proposed Services	7/1/2015 – 6/30/2018 Propose Charges
Comprehensive Metabolic Panel	
Glucose	
Lipid Panel	
PSA	
UA Microscopic	
Hemocult (stool guiac)	
Fecal Occult Blood	
Hemoglobin A1c	
Heavy Metal Screening	
Hepatitis A – Anitbody Titer	
Hepatitis B – Anitbody (HBsAb)	
Hepatitis B – Anitgen (HBsAg)	
Hepatitis C – Anitbody Titer	
Hepatitis C – RNA PCR	
Anti-HIV-1 Antibody Titer	
Counseling & Follow Up	
<i>Toxicology</i>	
Cholinesterase (RBC & Plasma)	
<i>Injections/Immunizations</i>	
Injection Fee	
Tetanus-Diphtheria (Td)	
Tet-Dip-Acellular Pertussis (Tdap)	
Hepatitis A Vaccine (per dose)	
Hepatitis B Vaccine (per dose)	
Varicella Vaccine	
Mumps, Measles, Rubella (MMR) Vaccine	
Influenza Vaccine	
TB Skin Test (PPD)	

CITY OF STOCKTON
 REQUEST FOR PROPOSALS (RFP)
 TO PROVIDE OCCUPATIONAL HEALTH SERVICES
 (PUR 15-003)

Exam Fees – City of Stockton	
Proposed Services	7/1/2015 – 6/30/2018 Propose Charges
<i>*Application</i>	
<i>*Reading</i>	
Quantiferon TB Gold	

**CITY OF STOCKTON
 REQUEST FOR PROPOSALS (RFP)
 TO PROVIDE OCCUPATIONAL HEALTH SERVICES
 (PUR 15-003)**

Table 2 – Services and Additional Fees

LIST OF SERVICES INCLUDED IN FEES	
<i>(Please specify all services as this list will be included in a contract agreement should you be selected.)</i>	
1.	
2.	
3.	
ANY SPECIAL CHARGES OR EXPENSES OF ANY KIND NOT INCLUDED IN FEES	
LIST OF SERVICES NOT INCLUDED IN FEES, ALONG WITH ASSOCIATED FEES	
1.	
2.	
3.	

Table 3 - First Year Set-Up Fees

SERVICE	SET-UP FEES (YEAR 1 ONLY)
1. Initial Set-up Charge	
2. Development of Communication Materials (e.g., transition announcement letters, etc.)	
3. Other (Specify)	
Total Set-up Fees	

Authorized Signature

Title

Name of Company

Date

PERFORMANCE GUARANTEES

1. The City is looking for a flat dollar (\$\$\$) performance guarantee amount that can be allocated by the City across the various guarantees as they choose. Please indicate the amount you are willing to place at risk.
2. The City will require specific performance guarantees. In addition, you may provide other guarantees designed to differentiate your program. All guarantees shall be set and measured annually. Measurement of performance guarantees may be based on internal self-reporting, subject to independent audit.

Please describe your financial penalties for failure to meet guarantees and the threshold that would trigger such penalties. If you wish to provide other categories and targeted standards and penalties, please indicate them as changes or additions to the chart below.

Performance Category	Performance Standard Description	Proposed	
		Minimum Standard Target	Penalty
Overall Client Services	Telephone call availability and answering speed		
	Telephone call abandonment rate		
	Telephone call on-hold (in-queue) time		
	Complaint resolution by vendor		
Report Standards	Timely delivery of Report/Test Results		
	Report Accuracy		

EXHIBIT 1 INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, volunteers, or employees.

1. **INSURANCE** Throughout the life of this Contract, the Consultant shall pay for and maintain in full force and effect with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:
 - A. **COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY** insurance, endorsed for "any auto" with combined single limits of liability of not less than \$1,000,000 each occurrence.
 - B. **WORKERS' COMPENSATION** insurance as required under the California Labor Code and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease.
 - C. **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE;**

FOR **ADDITIONAL** REQUIREMENT(S):

- (i) **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY** insurance which shall include Contractual Liability, Products and Completed Operations coverage's, Bodily Injury and Property Damage Liability insurance with combined single limits of not less than \$1,000,000 per occurrence, and if written on an Aggregate basis, \$2,000,000 Aggregate limit.
- (ii) **PROFESSIONAL ERRORS AND OMISSIONS**, Not less than \$1,000,000 per Claim / \$3,000,000 Aggregate (3 yr discovery and reporting tail period coverage). Certificate of Insurance only required.

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY.

The Policy(s) shall also provide the following:

- 1 The Commercial General Liability insurance shall be written on ISO approved occurrence form with additional insured endorsement naming: *City of Stockton, its*

Exhibit 1

Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds.

2. All insurance required by this Agreement shall be with a company acceptable to the CITY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONSULTANT completes its performance of services under this Agreement.
3. For any claims related to services or products provided under this contract, the Consultant's insurance coverage shall be primary insurance as respects the City of Stockton its officers, agents, and employees. Any coverage maintained by the CITY shall be excess of the Consultant's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.
4. Each insurance policy required by this clause shall have a provision that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers' compensation, or non-payment of premium, which shall permit ten (10) days advance notice. The insurer and/or the contractor and/or the contractor's insurance agent shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.
5. Regardless of these contract minimum insurance requirements, the Consultant and its insurer shall agree to commit the Consultant's full policy limits and these minimum requirements shall not restrict the Consultant's liability or coverage limit obligations.
6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.
7. The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the CITY's execution of the Agreement and start of work.
8. Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton
Attention: Risk Services
425 N. El Dorado Street
Stockton, CA 95202

Exhibit 1

9. Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Consultant shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY's Risk Manager (209) 937-8617. Our fax is (209) 937-8833.

If at any time during the life of the Contract or any extension, the Consultant fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

If the Consultant should subcontract all or any portion of the work to be performed in this contract, the Consultant shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of this Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.

ATTACHMENT A – CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

Date

Name

Job Title

Company Name

Business Address

Re: PUR 15-003: RFP – Occupational Health Services

Dear:

This confidentiality agreement is between the City of Stockton (Client) by and through the Segal Company, acting as a consultant for Client (Consultant) and _____ [Company Name] _____, on behalf of itself and all of its subsidiaries and affiliates, (hereafter “Contractor”) and is executed in connection with the Project Name Occupational Health Services RFP PUR 15-003 that Contractor intends to submit to Consultant in response to PROPOSALS issued by Client on behalf of its “Clients.”

In order to prepare a responsive proposal, Contractor may receive certain Client health information and data, including individually identifiable health information, as well as Proprietary Information. Consultant and Contractor agree that the term “individually identifiable health information” refers to any health information that is not “de-identified,” as defined in 45 C.F.R. Section 164.514(b)(2). Consultant agrees to provide the necessary Proprietary Information in connection with this PROPOSAL, and Contractor agrees as follows:

1. Contractor will use this Proprietary Information only for the purpose of preparing Contractor’s response to City of Stockton’s PROPOSAL;
2. Contractor agrees that only those individuals employed by Contractor who have a need to know this information to prepare a proposal and have been made aware of the terms of this Agreement and have agreed to abide by its terms will have access to the Proprietary Information provided by Consultant (“Contractor’s Representatives”);
3. Neither Contractor nor any of its Representatives will disclose the Proprietary Information to any person or entity outside of Contractor, unless such a disclosure is: (a) necessary to prepare a proposal and the recipient first executes a confidentiality agreement with provisions equivalent to this one; or (b) required by law;

4. Contractor agrees to use commercially reasonable efforts to maintain the security of the Proprietary Information;
5. Contractor will return the Proprietary Information to Consultant or destroy it upon completion of the RFP process if such return or destruction is feasible. If Contractor determines that return or destruction of some or all of the information is not feasible, Contractor agrees to: (a) inform Consultant of the specific reason(s) that make return or destruction not feasible; (b) extend the protections of this Agreement to any retained information for as long as Contractor retains it; and (c) limit further uses or disclosures to those that make the return or destruction infeasible;
6. Contractor will report to Consultant any use and/or disclosure of Proprietary Information that is not permitted by this Agreement;
7. Contractor shall regard and preserve as confidential all Proprietary Information that has been or may be obtained by Contractor in the course of any proposal, whether Contractor has such information in Contractor's memory, or in writing or in other physical form. Contractor shall not, without written authority from Consultant, use any Proprietary Information for Contractor's benefit or Contractor's purposes, either during the RFP process or thereafter;
8. With respect to each PROPOSAL and the Proprietary Information disclosed in connection therewith, the obligations of Contractor assumed in this Agreement shall continue beyond the completion of the RFP process;
9. Contractor shall and does hereby indemnify, defend and hold harmless City of Stockton, Consultant and Consultant's officers, directors, employees and shareholders from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that City of Stockton/Consultant may incur or suffer and that result from, or are related to, any breach or failure of Contractor and Contractor's Representatives to perform any of the representations, warranties and agreements contained in this Agreement that pertain to individually identifiable health information;
10. Contractor recognizes that any breach of the covenants contained in this Agreement would irreparably injure City of Stockton. Accordingly, City of Stockton may, in addition to pursuing its other remedies, obtain an injunction from any court having jurisdiction of the matter restraining any further violation and no bond or other security shall be required in connection with such injunction;
11. If any of the provisions herein become invalid or are declared invalid, such determination of invalidity as to the clause(s) shall not affect the other provisions of this Agreement. If any provision of this Agreement should be held invalid or unenforceable, the remaining provisions shall be unaffected by such a holding. If any provision is found inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances;

Attachment A

12. This Agreement shall be binding upon City of Stockton, Consultant and Contractor and their respective successors, assigns, heirs, executors and administrators;
13. This Agreement contains the entire understanding of the parties hereto and supersedes all previous communications, representations, or agreements, oral or written, with respect to the subject matter hereof. No failure to exercise nor any delays in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. Neither this Agreement nor any of its provisions may be amended, supplemented, changed, waived or rescinded except by a written instrument signed by the party against whom enforcement thereof is sought. No waiver of any right or remedy hereunder on any one occasion shall extend to any subsequent or other matter;
14. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made on and performed within the State of California. Any action to enforce this Agreement shall be brought in State of California, County of San Joaquin.

Intending to be legally bound, the Parties have executed this Agreement.

The Segal Group, Inc.
For City of Stockton

Contractor

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT B – SAMPLE CITY CONTRACT
PROFESSIONAL SERVICES CONTRACT FOR
CONSULTING SERVICES

THIS CONTRACT is entered into on _____ 20XX,
by and between the CITY OF STOCKTON, hereinafter referred to as "CITY," and
NAME, hereinafter referred to as "CONSULTANT."

Section 1
SCOPE OF SERVICES

Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide CITY the services described in Section XX, entitled Scope of Services, attached hereto and by reference made a part thereof. CONSULTANT shall not be compensated for services outside the scope of services as set forth in Exhibit A unless, prior to the commencement of such services: (a) CONSULTANT notifies CITY and CITY agrees that such services are outside of the scope of services to be performed; (b) CONSULTANT estimates the additional compensation required for the additional services; and, (c) CITY, after notice, approves the additional services and amount of compensation therefore.

Section 2
COMPENSATION

CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner as set forth in Section XX, attached hereto and by reference made a part hereof, in a total amount of **\$AMOUNT**. Payments specified in Section XX shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement unless, pursuant to Section 1 above, CITY approved additional compensation for additional services.

CONSULTANT will submit monthly invoices to CITY for services completed and reasonable expenses incurred to the date of the invoice. All invoices will be itemized to reflect the categories of employees performing the requested tasks, the billing rate for each employee and the hours for services.

All invoices sent by CONSULTANT to CITY shall be paid within thirty (30) days of receipt provided supporting narrative and hours billed against the specific task allocations in the contract's scope of work are included and acceptable to the CITY. Invoices are to be rendered monthly.

Section 3
TERMS AND CONDITIONS OF AGREEMENT

1. Time for Commencement and Completion of Services: CONSULTANT shall commence services on **DATE**, CITY and shall prosecute the services to completion, unless the agreement is terminated as provided for herein or modified by CITY and agreed to by CONSULTANT.

2. Facilities and Property: CITY shall not be required to make its facilities accessible to CONSULTANT as required for CONSULTANT's performance of its services.

3. License, Permits, and Compliance with Law: Prior to performing any services for CITY, CONSULTANT, if not already in possession of a valid City of Stockton business license shall obtain at its own expense and maintain for the duration of this Agreement a City of Stockton Business License. In addition, CONSULTANT represents that prior to commencing any services under this Agreement, it shall obtain and maintain at its own expense during the life of this Agreement any other licenses, permits, qualifications, and approval required to practice its profession and perform the contract services and shall comply with any and all applicable local, State and Federal laws in performing the contract services.

4. Relationship of Parties, No Third-Party Beneficiaries: CONSULTANT is an independent contractor under this Agreement. This Agreement gives no rights or benefits to anyone not named as a party to this Agreement, and there are no third party beneficiaries to this Agreement. In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CITY shall not control where and how services are performed. CITY shall not reimburse CONSULTANT for business expenses or supplies and shall not provide CONSULTANT with vacation, pension, insurance, or sick leave. CONSULTANT shall provide CONSULTANT'S own office, tools and supplies and shall be free to engage in contracts with other persons or agencies, either public or private. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.

5. Subcontracts: CONSULTANT may use the services of independent contractors to perform a portion of its obligations under this Agreement with prior approval by CITY. Independent contractors and subcontractors shall be provided with a copy of this Agreement and shall agree to be bound by its terms. CONSULTANT shall be the responsible party with respect to all actions of its independent contractors and subcontractors, and shall obtain such insurance and indemnify provisions from contractors and subcontractors as CONSULTANT shall determine to be necessary.

Attachment B

6. No Discrimination: In performing the services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees and the engagement of any subcontractors on the basis of race, color, national origin, ancestry, sex or any other criteria prohibited by law.

7. Insurance Requirements: Contractor agrees to indemnify, save, hold harmless, and at City's request, defend the City, its officers, agents, and employees from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to the City in connection with the performance, or failure to perform, by Contractor, its officers, agents, sub-contractors, employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under this Agreement, and from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to any person, company, or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents, or employees under this Agreement. The duty to defend and the duty to indemnify are separate and distinct obligations. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph. The indemnification obligations of this section shall survive the termination of this agreement.

8. Indemnity and Hold Harmless: The parties shall each indemnify, save harmless, and defend the other, and their representatives, from liability, claims, demands, costs or attorney's fees for any injury or damages to persons or property resulting from their negligent acts in connection with the performance of professional services identified in this agreement.

9. Standard of Performance: CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession. All services and/or products of whatsoever nature which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing the profession of CONSULTANT and its agents, employees and subcontractors assigned to perform the services contemplated by this Agreement.

10. Ownership and Use of Documents and Electronic Media Deliverables: All completed reports and other data or documents provided or prepared by CONSULTANT in accordance with this Agreement are the property of CITY, and may be used by CITY at its own risk.

11. Resolutions of Disputes, Forum, and Attorneys' Fees: The laws of the State of California shall govern the interpretation of and the resolution of disputes under this Agreement. Any dispute arising from this Agreement shall be adjudicated in the courts of San Joaquin County in the State of California. If any

Attachment B

claim, at law or otherwise is made by either party to this Agreement, the prevailing party shall be entitled to its costs and reasonable attorneys' fees.

12. Termination: This Agreement shall continue until terminated as provided for herein. CITY may terminate this Agreement at any time by providing written notice to CONSULTANT. CONSULTANT may terminate this Agreement by providing one hundred and eighty (180) days written notice to CITY. In the event CITY shall give such notice of termination, CONSULTANT shall immediately cease rendering services pursuant to this Agreement.

In the event CITY shall terminate this Agreement: (a) CITY shall have full ownership and control of all writings which have been delivered by CONSULTANT pursuant to this Agreement and all drafts of reports and writings which form the basis for any writing or report which would have been otherwise delivered to CITY pursuant to this Agreement; (b) CITY shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT pursuant to this Agreement provided, however, CITY shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT completed the services required by this Agreement. In this regard, CONSULTANT shall furnish the CITY such financial information as in the judgment of the CITY representative is necessary to determine the reasonable value of the services rendered by CONSULTANT.

13. Notices: All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender (may be other than the representative referred to in Paragraph 13 above), and delivered by facsimile with a hard copy mailed first class, postage prepaid, or when sent by a courier or express services guaranteeing overnight delivery to the receiving party, and addressed to the respective party as follows:

To CITY: City of Stockton
City Hall
425 N. El Dorado Street
Stockton, CA 95202
Attn: Risk Services

To CONSULTANT: **NAME AND ADDRESS**

14. Entire Agreement: This document, including all exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement.

15. Severability: If any portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any

Attachment B

extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16. Headings, Assignment and Waiver: The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof. Neither party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other party. A waiver of any party or any provision or a breach of this Agreement must be provided in writing and shall not be construed as a waiver of any other provision or any succeeding breach of the same or any other provisions herein.

17. Auditing: CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspection and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

18. Integration and Modification: This Agreement represents the entire integrated agreement between CONSULTANT and CITY; supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties; and may be amended only by written instrument signed by CONSULTANT and CITY.

19. Authority: The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.

NAME AND TYPE OF ENTITY,

By _____

NAME
TITLE

ATTEST:

CITY OF STOCKTON, a municipal corporation,

BONNIE PAIGE
City Clerk of the City of Stockton

By _____
KURT WILSON
City Manager

APPROVED AS TO FORM AND
CONTENT:
JOHN LUEBBERKE.
CITY ATTORNEY

By _____
JOHN M. LUEBBERKE
City Attorney