

City of Albany, New York

REQUEST FOR PROPOSALS FOR THE PROVISION OF MEDICAL CONSULTING SERVICES

Proposal Number 2013-01
February 11, 2013

SECTION 1: PURPOSE

- 1.1 The City of Albany hereby requests proposals from licensed occupational physicians to provide medical consulting services to various City of Albany departments and commissions, but primarily to the Albany Police Department and the Albany Fire, Emergency, & Building Services Department. Minority Business Enterprises and Women's Business Enterprises are encouraged to submit proposals.
- 1.2 The City desires to enter into a three (3) year contractual relationship with a physician or physicians wherein the selected physician or physicians will provide medical examinations of police officers, firefighters, public works, and other City employees (there are approximately 1,275 full time City employees, including approximately 342 sworn police officers, 245 firefighters, and 265 blue collar employees) and related services for the purposes of pre-employment physicals, injury evaluations, light-duty status, drug & alcohol testing, hepatitis injections, pulmonary function testing, workers' compensation, disability, New York General Municipal Law Sections 207-a and 207-c, etc.

SECTION 2: RECEIPT OF PROPOSALS:

- 2.1 **Five (5) copies** of the proposal must be received in a sealed envelope marked "Proposal Enclosed – Medical Consultant Services" no later than **Monday, March 11, 2013 at 1:00 p.m.** at the following address:

Michelina C. Wojton, Esq.
Assistant Corporation Counsel
City Hall - Room 106
24 Eagle Street
Albany, New York 12207

- 2.2 The proposals submitted will be the documents upon which the City of Albany will make its initial judgment regarding each proposer's qualifications, methodology, and ability to provide the requested services.

- 2.3 Those submitting proposals do so entirely at their own expense. There is no express or implied obligation by the City to reimburse any firm or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the City, or participating in any selection interviews.
- 2.4 Submission of any proposal indicates an acceptance of the conditions contained in this Request for Proposals unless the submitted proposal clearly and specifically states otherwise.
- 2.5 The City of Albany reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional proposals.
- 2.6 The City of Albany reserves the right to award the medical consulting work, in whole or in part, to one or more physicians or firms.
- 2.7 Any award of the medical consultant services work shall be conditioned on the later execution of a formal written contract. The City of Albany reserves the right to revoke or rescind any award at any time prior to the full execution of a formal written contract.

SECTION 3: QUALIFICATIONS OF PROPOSER:

- 3.1 In order to be considered for this engagement, each proposer must meet the following minimum qualifications: (a) possess and maintain a valid New York State license to practice medicine; and (b) possess and maintain a valid DEA number.
- 3.2 In addition, each proposer must:
 - a. Identify and provide a résumé for the proposer and for each professional staff member on the proposer's staff who will be assigned to this engagement in the event that this proposal is selected. Detail the overall qualifications, years and types of experience, education, accomplishments, etc. Set forth the extent of the availability and commitment of those individuals who will be assigned to this proposed engagement.
 - b. Detail the type and nature of occupational medicine experience, including any experience in rendering such services to municipalities. Detail specific understanding, familiarity, and experience with matters related to Workers' Compensation, New York State General Municipal Law Section 207-a and 207-c, the public sector retirement system, drug and alcohol testing, etc.
 - c. Provide at least three (3) references.

- d. In the case of proposals by partnerships or corporations, provide a signed cover letter from a person within the firm who is authorized to make representations on behalf of the firm and to bind the firm.
- e. Guarantee that when specifically requested by City official for employee to get examined by a physician, appointment must be scheduled within twenty-four (24) hours of such request and employee must get examined by a physician rather than by a physician's assistant.
- f. Provide any additional information which would serve to distinguish the firm from other physicians submitting proposals.

3.3 The City of Albany may make such inquiries it deems necessary to determine the ability of each proposer to perform the services contemplated by this RFP. Proposers shall promptly furnish all information and data for this purpose as may be subsequently requested.

SECTION 4: SCOPE OF SERVICES:

4.1 With regard to sworn police officers and firefighters in the Police Department and the Fire, Emergency, & Building Services Department, the selected proposer(s) will be required upon request to provide to the City of Albany the following professional medical services:

- a. pre-placement physicals;
- b. injury evaluations;
- c. modified temporary duty examinations;
- d. return-to-work physicals;
- e. extended special evaluations;
- f. pulmonary function testing;
- g. exposure examinations;
- h. illness examinations;
- i. HAZMAT physicals (firefighters);
- j. PESH physicals (firefighters);
- k. medical examinations of 207-a and 207-c recipients.

The selected proposer(s) will be required to provide copies of all reports of the above-referenced professional medical services rendered to (1) the appropriate Chief of the Police or Fire Department, and (2) the Commanding Officer of the Office of Professional Standards. The selected proposer must verify accuracy of name of patient on any reports by requesting photo identification at time of visit.

4.2 With regard to all other City employees, the selected proposer(s) will be required upon request to provide to the City of Albany the following professional medical services:

- a. histories and physicals;
- b. return-to-work physicals;
- c. special evaluations;
- d. extended special evaluations;
- e. modified temporary duty examinations;
- f. pulmonary function testing;
- g. EKGs;
- h. audiogram;
- i. schedule loss of use determinations;
- j. independent medical examinations.

The selected proposer(s) will be required to provide to the City's Personnel Director and the appropriate City Department Head copies of all reports of the above-referenced professional medical services rendered. The selected proposer must verify accuracy of name of patient on any reports by requesting photo identification at time of visit.

4.3 With regard to all City employees, including police and fire department personnel, the selected proposer(s) will be required to:

- a. provide copies of all reports concerning job-related injuries to the City's Third Party Workers' Compensation and Disability Claims Administrator (an outside consultant);
- b. designate one (1) physician to be on-call and available twenty-four (24) hours per day for emergency conferences and/or consultations (proposer must provide phone number to City officials for this purpose). Said designated physician shall also act as a liaison or contact person who, by telephone and/or in person, will be available twenty-four (24) hours per day to answer medical questions related to the contract, participate in conferences and consultations, etc, and will participate in a reasonable amount of routine or normal telephone and personal conferences or consultations with City officials or their designees;
- c. designate one (1) office administrator to act as a liaison or contact person who, by telephone and/or in person, will work to resolve administrative or billing concerns, schedule appointments, etc.

4.4 The selected proposer(s) will be required upon request to provide to the City of Albany the following additional services:

- a. laboratory and vaccine services (including, but not limited to, hepatitis vaccine, titers, blood work, and x-rays);
- b. drug and alcohol testing and related services (including, but not limited to, urine drug screen with medical review officer services provided by a certified MRO, MRO interview and positive confirmation report for positive drug screens, breath alcohol testing by a certified breath alcohol technician, quarterly and annual statistical report generation for Drug &

Alcohol Program); NOTE: Selected proposer shall be available twenty-four (24) hours per day to administer drug and alcohol testing within the time period specified by City official in order to comply with City Department's rules and regulations for collection of sample for investigative and/or disciplinary actions;

- c. case management services (which, for purposes of this engagement, means extensive or complex consultations with a physician which go beyond the routine and normal five to ten minute consultations with a physician referenced in Section 4.3[b] above);
- d. testify as necessary at hearings, trials, etc., related to the services provided pursuant to this engagement;
- e. consultations on matters not contemplated by this Request for Proposals;
- f. provide additional copies of medical records or reports as requested by the City.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period will be three (3) years, beginning on or about May 1, 2013 and terminating on or about April 30, 2016. The City shall have the option to extend the agreement for two (2) additional one (1) year terms upon budget approval. The City will also have the right to terminate the agreement at anytime, with or without cause, upon thirty (30) days written notice.

SECTION 6: COST PROPOSAL:

- 6.1 Provide the basic fee(s) which you propose to charge for the services requested in this RFP. The fee(s) may be stated as a "lump" sum, a flat "per service" charge, or any combination thereof.
- 6.2 Clearly set forth in detail any and all additional expenses for which you expect to be reimbursed. The proposal must provide a guarantee that no additional fees will be charged to the City of Albany without prior written consent by the City.
- 6.3 The selected proposer shall submit monthly itemized bills on or before the 10th day of each month, including but not limited to, properly executed claim forms, vouchers, and such other necessary information or supporting documentation as may be required by the CITY in order to process payment. The bill shall include all services rendered during the previous month's billing cycle.

SECTION 7: PROPOSAL EVALUATION:

- 7.1 Proposals shall remain valid until the execution of a contract by the City of Albany.

7.2 Proposals will be examined and evaluated to determine whether each proposal meets the requirements of this RFP. A recommendation will be made for a contract award based on the following criteria:

- * Proposer's demonstrated capabilities, professional qualifications, and experience;
- * The wherewithal of the proposer to render the requested services to the City in a timely fashion;
- * Completeness of the proposal;
- * Total proposed cost; and
- * The location of the proposer's medical facility or access to and use of a permanent medical facility in relation to the City of Albany.

7.3 The selection of a proposal will not be based solely on a monetary evaluation. Considerable weight will be given to the proposer's experience in the areas required, and the track record of the proposer(s).

SECTION 8: ALTERNATIVES:

8.1 Proposals may include alternative matters or items not specified or requested in this RFP. However, all such alternative matters or items must be listed separately from the proposal and the cost(s) thereof must be separate and itemized.

SECTION 9: INDEMNIFICATION:

9.1 The selected proposer will be required to defend, indemnify and save harmless the City of Albany, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the selected proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 10: SPECIFICATION CLARIFICATION:

10.1 All inquiries with respect to this Request for Proposals shall be directed to the City of Albany Corporation Counsel's Office as follows:

Michelina C. Wojton, Esq.
Assistant Corporation Counsel
City Hall - Room 106
24 Eagle Street
Albany, NY 12207

10.2 All questions about the meaning or intent of the specifications shall be submitted in writing to the individual referenced above in Section 10.1. Replies will be issued by Addenda mailed or delivered to the party that submitted the inquiry/inquiries and will be posted on the City's website at <http://www.albanyny.org/home.aspx>. Questions received less than four (4) business days prior to the date of submission of proposals

will not be answered. Only questions answered by formal written Addenda will be binding. Oral or other interpretations or clarifications will be without legal effect.

SECTION 11: MODIFICATION AND WITHDRAWAL OF PROPOSALS:

- 11.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.
- 11.2 If within twenty-four (24) hours after the proposals are opened, any proposer files a duly signed written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its proposal, that proposer may withdraw its proposal and any proposal security will be returned. Thereafter, that proposer will be disqualified from submitting further proposal on the work.

SECTION 12: INSURANCE AND SECURITY REQUIREMENTS:

- 12.1 The selected proposer will be required to procure and maintain at its own expense the following insurance coverage:
 - (a) Workers' Compensation and Employer's Liability Insurance: A policy or policies providing protection for the proposer's employees in the event of job-related injuries.
 - (b) General Liability Insurance: A policy or policies of comprehensive general liability insurance with limits of not less than \$2,000,000.
 - (c) Professional Malpractice Insurance: A policy or policies of professional malpractice insurance with limits of not less than \$3,000,000.
- 12.2 All insurance must be issued by an insurer licensed to do business in the State of New York and must have an A.M. Best rating of not less than "A". Each policy of insurance shall be in form and content satisfactory to the Corporation Counsel, and shall provide that:
 - (a) The City of Albany is named as an additional named insured on a primary and non-contributing basis;
 - (b) The insurance policies shall not be changed or cancelled until thirty (30) days after the City of Albany Corporation Counsel's Office receives written notice of such change or cancellation; and
 - (c) The insurance policies shall be automatically renewed upon expiration and continued in force unless the City of Albany Corporation Counsel's Office is given thirty (30) days written notice to the contrary.
- 12.3 No work shall be commenced under the contract until the selected proposer has delivered to the Corporation Counsel or his designee proof of issuance of all policies of insurance required by the Contract to be procured by the selected proposer. If at any time, any of said policies shall be or become unsatisfactory to the City, the selected proposer shall promptly obtain a new policy and submit proof of insurance of

the same to the City for approval. Upon failure of the selected proposer to furnish, deliver and maintain such insurance as above provided, the Contract may, at the election of the City, be forthwith declared suspended, discontinued or terminated. Failure of the selected proposer to procure and maintain any required insurance, shall not relieve the selected proposer from any liability under the Contract, nor shall the insurance requirements be constructed to conflict with the obligations of the selected proposer concerning indemnification.

SECTION 13: NON-COLLUSIVE PROPOSAL CERTIFICATE AND ACKNOWLEDGMENT:

- 13.1 Each proposer shall complete and submit with its proposal the “Non-Collusive Proposal Certificate” and the “Acknowledgment” found on the two (2) pages which follow this page.

NON-COLLUSIVE PROPOSAL CERTIFICATE
PURSUANT TO NEW YORK STATE GENERAL MUNICIPAL LAW SECTION 103-D

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in the proposal have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(date)

(signature)

(name and title)

(name of firm)

ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 2013, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 2013, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 2013, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of _____ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

Notary Public, State of _____
Qualified in _____
Commission Expires _____