



Request for Quotation
Medical Services
RFQ No. 100170-FY16-01

ISSUE DATE: July 24, 2015

BID DUE DATE: August 10, 2105, 5:00 PM

MAILING ADDRESS: Town of Leesburg
Procurement Division
25 W. Market St
Leesburg, VA 20176

CONTACT: Kathy S. Elgin, CPPO

E-mail: kelgin@leesburgva.gov

NOTICE OF ADDENDA: Any addenda to this RFP will be posted on the Town's bid board and will only be emailed to those firms who have REGISTERED on this site. It is the firm's responsibility to provide a correct email address, and to be aware of any addenda.

I. **BACKGROUND:** The Town of Leesburg is interested in establishing a unit price contract for the physician services described. State law requires that we enter into this contract after obtaining competitive bids from responsible firms. We are requesting written price quotations on the physician services described below.

II. **CONTRACT TERM:** The resulting contract will be a one-year unit price, requirements type contract. Upon mutual agreement of both parties, the resulting contract may be renewed for up to four additional one-year periods.

III. SCOPE OF SERVICES

1. Pre-employment drug screening
2. Random and reasonable suspicion drug and alcohol testing. Random testing will be schedule and administered at a Town owned facility agreed upon by both parties. Reasonable suspicion tests will be conducted at the physician's office or medical facility.
3. Standard physical excluding EKG. Pre-employment physicals for maintenance workers and other positions required.
4. Complete Physicals including blood work, drug and alcohol, EKG, stress test and any other tests the physician feels necessary for them to perform the duties of their job. Specifically used for all Police Officers including recruits.
5. Physician needs to be accessible for special assistance such as reasonable suspicion and drug screenings for lifeguards.
6. Physician needs to be accessible within a 10-mile radius of the Town of Leesburg town limits.
7. Test results must be sent certified to the Attention: HR Manager within 72 hours of the specific test, unless otherwise agreed.
8. Prior to the award of contract, the Town will require a copy of the physician's license.
9. Payment terms will be Net 30 days unless prompt payment discount is offered and agreed to in writing by the Town.
10. The quantities listed for each required service are estimates only and cannot be guaranteed.
11. Pricing for other tests that may be required throughout the year may be negotiated on an as-needed basis.
12. Employee must be able to obtain an appointment within 1 hour of a critical injury and within 3 hours for other on-the-job injuries resulting in the need for medical care.

IV. SUBMISSION INSTRUCTIONS

1. Written quotations are to be submitted on the table below and are to be returned to the Town by the due date noted on the cover page. Quotes must be emailed to kelgin@leesburgva.gov.
2. Questions concerning the scope of services must be directed to the Procurement Officer at kelgin@leesburgva.gov.
3. Interested bidders are to submit a scheduling procedure with their bid detailing the minimum number of hours/days necessary to schedule each of the above-mentioned services.
4. Interested bidders are to submit the physician's credentials.
5. Bidders must submit the RFQ SUBMISSION FORM shown on page 10 of this RFQ.

V. TERMS AND CONDITIONS

1. **BIDDER CERTIFICATION** - Submission of a signed bid is certification that bidder will accept any award made as a result of the submission at the prices and terms bid. Unsigned bids will not be accepted or considered.
 2. **EXCEPTIONS TO SPECIFICATION** - Bidders taking exception to any part or section of these specifications shall indicate such exceptions on the Bid Form. Failures to indicate any exceptions shall be interpreted as the Bidder's intent to fully comply with the specifications as written. Conditional or qualified bids are subject to rejection in whole or in part.
 3. **ACCEPTANCE OR REJECTION OF BIDS** – The Town reserves the right to accept or reject any or all Bids in whole or in part and to waive any informality in any Bids or reject any item or combination of items in the process of awarding this contract.
- F. AUTHORIZED SIGNATURE** – Each Bid, and any contract, must be signed by a person authorized to bind the Bidder to a valid contract with the Town. The Town may require that any Bidder submit powers of attorney or other appropriate documentation showing the authority of the signatory to act on the Bidder's behalf. If, whether such proof of agency has been demanded or not, it later appears that the signatory was not authorized to act, the Town may declare the contract void if it is in its best interests to do so.

There is no binding agreement, no contractual relationship, no understanding nor mutual assent until a contract is signed, executed and exchanged by and between the Bidder and the Town of Leesburg.

The contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The contract may be amended or modified only by written modification.

- G. CONTRACTOR'S CONTRACT REPRESENTATIVE** – In the event a contract is executed as a result of this solicitation, the Contractor shall designate in writing his contract representative who shall be responsible for ensuring that the services required by the Town are complied with and delivered in accordance with the terms and conditions of the contract.
- H. COMPETITION INTENDED** – It is the Town's intent that this Request for Quotation permits competition. It shall be the Bidders responsibility to advise the Purchasing Officer in writing if any language, requirements, specifications, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFQ to a single source. The Purchasing Officer must receive such notification no later than ten (10) days prior to the date set for Bids to be received.
- I. INQUIRIES/COMMENTS CONCERNING SPECIFICATIONS** - Questions or comments concerning the specifications contained herein must be received by the Purchasing Officer at least ten (10) days prior to the Bid due date. Any interpretation deemed to be material in nature or that alters the scope of the goods or services being requested will be expressed in the form of written addendum. Such addendum will be sent to all prospective Bidders no later than three (3) days prior to the due date. Verbal communications will not be binding.
- J. ADA REASONABLE ACCOMMODATION CLAUSE** – If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the Purchasing Officer no later than ten (10) days prior to the due date.
- K. EXPENSES INCURRED IN PREPARING BID** – The Town accepts no responsibility for any expenses incurred in the Bid preparation and presentation. Such expenses are to be borne exclusively by the Bidder.
- L. EMPLOYMENT DISCRIMINATION PROHIBITED** – Contractor agrees that it will adhere to the non-discrimination requirements set forth in the Virginia Code Section 2.2-4311 of the Virginia Public Procurement Act and repeated below, which will be incorporated into any contract awarded. Every contract in excess of \$10,000 shall include the following provisions:
1. During the performance of a contract, the Contractor shall agree that they will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability or any other basis prohibited by federal or state law relating to discrimination in employment in the solicitation and award of public contracts except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that he will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that he will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that he is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

2. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- M. DISPOSITION OF BIDS** – All materials submitted in response to this RFQ will become the property of the Town. One (1) copy of each Bid shall be retained for official files and will become a public record. These records will be available for public inspection after award of contract. It is understood that the Bid will become a part of the official file on this matter without obligation on the part of the Town except as to the disclosure restrictions contained in the section titled “Disclosure: Trade Secrets and Proprietary Information”.
- N. DISCLOSURE: TRADE SECRETS AND PROPRIETARY INFORMATION** – In compliance with the Town of Leesburg’s Procurement Policies, all Bids will be available for public inspection. Trade secrets and proprietary information submitted by a vendor in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire Bid is proprietary is unacceptable. A statement that the costs are to be protected is unacceptable.
- O. LAWS AND REGULATIONS** – The Bidders attention is directed to the fact that all applicable Commonwealth of Virginia laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the contract shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out in full.
- P. SCC REGISTRATION** – Bidder must provide their identification number issued by the State Corporation Commission on the Bid Form. The Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Sections 13.1 or Title 50 of the Code of Virginia, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the term of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract shall become void.
- Q. ETHICS IN PUBLIC CONTRACTING** – The Bidder agrees that it will adhere to Article 6 – “Ethics in Public Contracting” requirements set forth in the Virginia Code Section 2.2-4367 – 2.2-4377 of the Virginia Public Procurement Act.
- R. ASSIGNMENT OF CONTRACT** – The firm is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this contract of its rights, title or interest therein or its power to execute such contract or its rights, title or interest therein or its power to execute such contract to any other person, company or

corporation without the consent and approval in writing by the Chief Purchasing Officer.

- S. **EXCEPTIONS TO RFQ**– Bidders taking exception to any part or section of this RFQ shall clearly indicate such exceptions in their Bid. Failure to indicate any exceptions shall be interpreted as the Bidder’s intent to fully comply with the RFQ as written. Conditional or qualified Bids are subject to rejection in whole or in part.
- T. **UNDERSTANDING OF RFQ** – Bidder shall thoroughly examine and be familiar with the RFQ. The failure or omission of any Bidder to receive or examine this document shall in no way relieve any Bidder of obligations with respect to this Bid or the subsequent contract. The submission of a Bid shall be taken as prima facie evidence of compliance with this paragraph.
- U. **DRUG FREE WORKPLACE** – Pursuant to section 2.2-4312 of the VPPA – § 2.2-4312. Drug-free workplace to be maintained by contractor; required contract provisions. All public bodies shall include in every contract over \$10,000 the following provisions:

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- V. **FAITH BASED ORGANIZATIONS** – Pursuant to Section 2.2-4343.1 of the VPPA – The Town does not discriminate against faith-based organizations.
- W. **USE BY OTHER LOCALITIES** - As authorized in Section 2.2-4304 of the Code of Virginia this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the contractor.

VI. Specific/Special Contract Terms and Conditions

A. LICENSING REQUIREMENTS - All firms doing business for the Town of Leesburg are required to be licensed in accordance with the Town's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in Leesburg, VA are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Department of Finance, telephone 703-771-2717. The BPOL license number must be indicated on the attached RFQ Submission Form.

B. INSURANCE REQUIREMENTS - Bidder shall secure at its own expense general liability insurance in an amount not less than \$2 million solely contained in a Commercial General Liability Policy or in combination with an Umbrella or Excess Policy. Included shall be coverage for Bodily Injury and Property Damage resulting from the operations, products, and completed operations of the Contractor.

Bidder shall also carry automobile insurance in an amount not less than \$1 million solely contained in a Commercial Auto Policy or in combination with an Umbrella or Excess Policy.

Bidder shall also Carry Workers Compensation insurance, which meets the statutory requirements of the Commonwealth of Virginia.

Bidder shall also carry Professional Liability for any errors or omissions in the services it provides to the Town in an amount not less than \$5 million and with a deductible no greater than \$5 million.

In addition, Bidder shall also carry other insurance coverage deemed by the Town to be appropriate to this agreement.

The above-mentioned coverage shall be placed with an insurance carrier licensed to do business in the Commonwealth of Virginia. The carrier must have an AM Best Rating of A or better.

A Certificate of Insurance identifying coverage and naming the Town of Leesburg as additional insured shall be furnished to the Town. Liability coverage shall contain wording prohibiting cancellation of coverage, failure to renew, or reduction in limit without the insurer first giving 30 days prior written notice of such action to the Town.

C. TOWN LIAISON/CONTRACT ADMINISTRATOR – Annie Carlson, Interim Manager of Human Resources is the contract administrator assigned to this contract. Ms. Carlson will receive all deliverables and correspondence generated from the resulting contract. All correspondence after contract award is to be addressed to Town of Leesburg, Attn: HR Manager, 25 W. Market St., Leesburg, VA 20176.

BID FORM – RFQ # 100170-FY16-01- MEDICAL SERVICES
BID PRICING FORM

Estimated Annual Requirements	Description of Service	Unit Price	Extended Price
100	Pre-employment drug screening	\$	\$
20	Standard physical excluding EKG. Pre-employment physicals for maintenance workers and other positions required	\$	\$
10070	Random and reasonable suspicion drug and alcohol testing	\$	\$
15 5	Complete Physicals including blood work, drug and alcohol, EKG, stress test and any other tests the physician feels necessary for them to perform the duties of their job. Specifically used for all Police Officers including recruits	\$	\$
	TOTAL		\$

Prompt payment discount terms: _____

Exceptions to the specifications: _____

By signing below, I agree, if accepted, to provide the tests specified above at the prices shown for the term of this contract.

Firm Name: _____

Physician(s) Name _____

Address: _____

Phone _____ Fax _____

Email _____ Website _____

Physicians Signature _____ Date _____

BID FORM – RFQ # 100170-FY16-01- MEDICAL SERVICES
ATTACHMENT A - RFQ SUBMISSION FORM

SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company _____
Address _____
Contact Person _____ Title _____
Telephone No. _____ Fax No. _____ Email _____
Organized under the laws of the State of _____
Principal place of business at _____
Federal Id Number _____ Registered Agent _____
State Corp. Commission Registration No. _____ (attach Certificate of Good Standing)

List the names and addresses of all persons having ownership of 3% or more in the company:

Name	Address
_____	_____
_____	_____
_____	_____

The Town of Leesburg requests, as a matter of policy, that any consultant or firm receiving a contract of award resulting from a formal solicitation issued by the Town shall make certification as specified below. Receipt of such certification, shall be a prerequisite to the award of contract and payment thereof.

SECTION II – EMPLOYEES NOT TO BENEFIT - I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employee of the Town of Leesburg, or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder’s fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

SECTION III – CONFLICTS OF INTEREST - This solicitation is subject to the provisions of VA Code Ann. Section 2.1-639.2 et seq., the State and Local Government Conflict of Interests Act. The Offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

SECTION IV – COLLUSION - I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and federal law and can result in fines, prison sentences, and civil damage awards. I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this RFP and certify that I am authorized to sign for my company.

Signature _____ Date _____
Name (Printed) _____ Title _____

BIDDER MUST RETURN THIS FORM WITH BID