METRO

600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Request for Proposals

METRO

PEOPLE PLACES
OPEN SPACES

Medical Monitoring Services

RISK MANAGEMENT
600 N.E. Grand Avenue
Portland, OR 97232
(503) 797-1700, Fax (503)797-1796

Project Manager:
Mike Amodeo, Safety Specialist
Email: mike.amodeo@oregonmetro.gov
Phone: 503-797-1937

Procurement Contact:
Darin Matthews, Metro Procurement Officer
Email: darin.matthews@oregonmetro.gov
Phone: 503-797-1626

Proposal deadline is **3:00 PM on June 26, 2009**. Proposal may be submitted by mail, hand delivery, or email and addressed to the Project Manager listed above.

Revised June 17, 2008
Form 1701-1

REQUEST FOR PROPOSALS NO. 09-1454

FOR

MEDICAL MONITORING

I. INTRODUCTION

The Finance and Regulatory Services Department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals for Medical Monitoring.

Proposals will be due no later than 3:00 p.m., June 26, 2009 at the following address:

Metro / Attention: Mike Amodeo

600 NE Grand Avenue

Portland, Oregon 97232-2736

Details concerning the project and proposal are contained in this document.

II. BACKGROUND/HISTORY OF PROJECT

Metro contracts with medical service providers to provide occupational medical monitoring of employees working in Metro solid waste operations. Medical monitoring services include, but are not limited to pre-employment and annual physical exams for OSHA respirator clearance, physical exams in accordance with HAZWOPPER and DOT protocols, administration of hepatitis vaccination series and audiometric and spirometry testing. In addition to the above, periodic evaluations have been conducted as a result of potential occupational exposures to physical, chemical and biological agents.

III. PROPOSED SCOPE OF WORK/SCHEDULE

See Scope of Work, Attachment A

IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have the following experience:

(1) Physician or licensed health care provider in accordance with State of Oregon, licensing requirements.

(2) Ten years experience providing occupational medical service.

V. PROJECT ADMINISTRATION

1. Metro project manager and primary contact:

   Mike Amodeo
   Safety Specialist
   Metro
   600 NE Grand Ave., Portland, 97232
   phone 503 797-1937 / fax 503 813-7501
   mike.amodeo@oregonmetro.gov

2. Alternate contact:

   Bill Jemison
   Risk Manager
   Metro
   600 NE Grand Ave., Portland, 97232
   phone 503 797-1622 / fax 503 813-7501
   william.jemison@oregonmetro.gov

VI. PROPOSAL INSTRUCTIONS

A. Submission of Proposals

Three (3) copies of the proposal shall be furnished to Metro, addressed to:

Metro / Attention: Mike Amodeo

600 NE Grand Avenue

Portland, Oregon 97232-2736

B. Deadline

Proposals will not be considered if received after 3:00 p.m., June 26, 2009.

C. RFP as Basis for Proposals:

This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to Mike Amodeo at (503) 797-1937. Any questions, which in the opinion of Metro, warrant a written reply or RFP amendment will be furnished to all parties receiving this RFP. Metro shall not be required to respond to questions received after 5:00 p.m., June 19, 2009.

D. Information Release

All Proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all Proposers agree to such activity and release Metro from all claims arising from such activity. In Accordance with Oregon Public Records Law (ORS 192), proposals submitted will be considered part of the public record, except to the extent they are exempted from disclosure.

E. Minority, Women and Emerging Small Business Program

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Code provisions 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) to the maximum extent practical. Copies of these MWESB requirements are available from the Metro Procurement Office, 600 NE Grand Avenue Portland, OR 97232, (503) 797-1816.

VII. PROPOSAL CONTENTS

The proposal should contain not more than 9 pages of written material (excluding biographies and brochures, which may be included in an appendix), describing the ability of the consultant to perform the work requested, as outlined below. The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal.

A. Transmittal Letter: Indicate who will be assigned to the project, who will be project manager, and that the proposal will be valid for ninety (90) days.

-- 1 pages

B. Approach/Project Work Plan: Describe how the work will be done within the given timeframe and budget. Include a proposed work plan and schedule. It is the intent that the initial contract will be for a three year period. Include in your proposal your intended method of scheduling exams, recommended protocols in addition to regulatory requirements and the rational for each.

-- 2 pages

C. Staffing/Project Manager Designation: Identify specific personnel assigned to major project tasks, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project. Include resumes of individuals proposed for this contract.

Metro intends to award this contract to a single firm to provide the services required. Proposals must identify a single person as project manager to work with Metro. The consultant must assure responsibility for any subconsultant work and shall be responsible for the day-to-day direction and internal management of the consultant effort.

-- 1 pages

D. Experience: Indicate how your firm meets the experience requirements listed in section IV. of this RFP. List projects conducted over the past five years which involved services similar to the services required here. For each of these other projects; include the name of the customer contact person, his/her title, role on the project, and telephone number. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles.

-- 1 pages

E. Cost/Budget: Present the proposed cost of the work and the proposed method of compensation. List the costs for services as identified in the fee schedule indicated in the Scope Of Work, Attachment A.

-- 2 pages

F. Exceptions and Comments: To facilitate evaluation of proposals, all responding firms will adhere to the format outlined within this RFP. Firms wishing to take exception to, or comment on, any specified criteria within this RFP or the attached contract shall document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized.

-- 2 pages

VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

A. Limitation and Award: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.

B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Metro shall pay Contractor within 30 days of receipt of an approved invoice.

C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.

D. Conflict of Interest. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

E. Equal Employment and Nondiscrimination Clause Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see www.metro-region.org.

F. Intergovernmental Cooperative Agreement (Requires competitive solicitation) – Pursuant to ORS 279A and the Metro public contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor

and the participating public agency and shall not impact the Contractor's obligation to Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any bidder may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the bidder specifically declines to participate in the program by marking the box on the contract declining to participate, the bidder agrees to participate in the Intergovernmental Cooperative Purchasing program.

IX. EVALUATION OF PROPOSALS

A. Evaluation Procedure: Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested prior to final selection of one firm.

B. Evaluation Criteria: This section provides a description of the criteria which will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

		Percentage of Total Score
—	Approach for Services Provided	
1.	Proposed procedure for appointment scheduling	10
2.	Proximity to Metro work locations	15
—	Relavent Experience	
1.	Experience providing similar services	25
—	Budget/Cost Proposal	
1.	Estimated annual cost for services	30
2.	Proposed method of annual cost increase	20
		100%

X. APPEAL OF CONTRACT AWARD

Aggrieved proposers who wish to appeal the award of this contract must do so in writing within seven (7) days of issuance of the notice of intent to award by Metro. Appeals must be submitted to Darin Matthews, Procurement Officer, 600 NE Grand, Portland, Oregon 97232 and must state the specific deviation of rule or statute in the contract award. Metro will issue a written response to the appeal in a timely manner.

XI. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached personal services agreement is a standard agreement approved for use by the Office of Metro Attorney. This is the contract the successful Proposer will enter into with Metro; it is included for your review prior to submitting a proposal. If you have proposed changes to the personal services agreement, include said changes with your proposal.

METRO
600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Personal Services Agreement

Contract # _____

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and _____ _____, referred to herein as "Contractor," located at _____ _____.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration. This personal services agreement shall be effective _____ and shall remain in effect until and including _____, unless terminated or extended as provided in this Agreement.

2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.

3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed SEVENTY-FIVE THOUSAND AND NO 100THS DOLLARS ($75,000.00).

4. Insurance.

a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:

(1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability, shall be a minimum of $1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage; and

(2) automobile bodily injury and property damage liability insurance coverage shall be a minimum of 1,000,000 per occurrence.

b. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

c. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

d. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of $500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

e. Contractor shall provide Metro with a Certificate of Insurance complying with this article, and naming Metro as an additional insured within fifteen (15) days of execution of this contract, or twenty-four (24) hours before services under this contract commence, whichever date is earlier.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in

Revised January 1, 2006
Form 501_1-A

any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Ownership of Documents and Maintenance of Records. Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this agreement are Work Products and are the property of Metro, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon Metro request, Contractor shall promptly provide Metro with an electronic version of all Work Products that have been produced or recorded in electronic media. Metro and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such Work Products.

a. Contractor and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, Contractor and subcontractors shall maintain any other records necessary to clearly document:

(1) The performance of the contractor, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the contractor or subcontractor under the terms of the contract or subcontract;

(2) Any claims arising from or relating to the performance of the contractor or subcontractor under a public contract;

(3) Any cost and pricing data relating to the contract; and

(4) Payments made to all suppliers and subcontractors.

b. Contractor and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.

c. Contractor and subcontractors shall make records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Contractor or subcontractor agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the Contractor elects to have such records outside these boundaries, the costs paid by the Contractor to Metro for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.

d. Contractor and subcontractors authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and records of Contractor or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.

e. Contractor and subcontractors agree to disclose the records requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and the Contractor or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

f. Contractor and subcontractors agree that in the event such records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the Contractor or subcontractor shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from Metro.

g. Failure of the Contractor or subcontractor to keep or disclose records as required by this document or any solicitation document may result in debarment as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the Contractor or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

7. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

8. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

9. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

10. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapters 279A, 279B and 279C, and the recycling provisions of ORS 279B.025 to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

11. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

12. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

13. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

14. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

15. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

_____	METRO
By_____	By_____

METRO
600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Personal Services Agreement

Title_____ Title_____

Date_____ Date_____

Revised January 1, 2006
Form 501_1-A

METRO
600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Scope Of Work – Attachment A

Metro Contract No._____

Metro is seeking proposals from qualified firms to perform the following services and to deliver the products described:

1. **Description of the Scope of Work**
   a. Medical Services
      i. Annual physicals and medical monitoring as follows:
         1. Initial, annual and exit physical in accordance with 29 CFR 1910.120 (f) (Hazardous Waste Operations and Emergency Response)
         2. Annual Respirator clearance in accordance with 29 CFR 1910.134 (d)(3)(iii) – (e) and Appendix C to §1910.134.
         3. Annual DOT physical examination in accordance with 49 CFR 391.43
         4. Hepatitis B vaccinations series in accordance with 29 CFR 1910.1030 (f)
         5. Bloodborne pathogens post exposure evaluation and follow-up in accordance with 29 CFR 1910.1030 (f)
      ii. Recommend and conduct additional tests as appropriate due to employee exposure or employee medical history.

   b. Administrative Services
      i. Work with Metro to ensure that standard exam protocols are correct and consistent throughout the contract term.
      ii. Review employee's previous exam results to detect trends or shifts from baseline.
      iii. Notify Metro if any specific health trends are detected among the Metro employee group.
      iv. Notify Metro within 24 hours if an employee is deemed "not fit for duty" or requires "restricted duty".
      v. Provide written physician statements indicating each employee's fitness for duty and certification to use a respirator.
      vi. Provide written physician statements indicating audiometric testing threshold shifts.
      vii. Provide an explanation of examination results to each employee at his or her home address.
      viii. Maintain Metro's medical records in accordance with OSHA and DOT standards for a minimum of 50 years. Notify Metro in writing of any changes in records administration.
      ix. Review protocols and administrative services with Metro after 12 months.

c. Clinic Services

i. Provide a system for Metro employees to schedule physical exams.

ii. Notify Metro of any problems encountered with scheduling (i.e. missed appointments, short notice cancellations).

2. Payment and Billing

Contractor shall perform the above work for a minimum of three years. Metro reserves the right to extend the contract term.

Pricing should include all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing statements will include an itemized statement of work done and expenses incurred during the billing period, will not be submitted more frequently than once a month, and will be sent to Metro, Attention: Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736. Metro will pay Contractor within 30 days after invoice date or within 15 days after invoice approval.

a. Service Fees

Fees for services must be all inclusive and no additional administrative charges should be incurred or included excluding fees for those administrative services listed below:

Examination Type	Exam/Procedure Cost	Annual Estimated Amount	Extended Cost
Comprehensive medical surveillance exam: (to include; Hazwoper, respiratory protection and DOT protocols)		10	
Comprehensive medical surveillance exam: (to include; Hazwoper and respiratory protection protocols)		50	
DOT driver qualification physical exam:		5	
Physician records review for DOT exam:		15	
Audiogram with hearing conservation report:		60	
Respirator exam, questionnaire & spirometry		20	
Hepatitis B inoculation series:		20	
Hepatitis B antibody lab test:		20	
Vision screen – Titmus:		60	
Physician lab review (fee to review labs w/o exam)		15	
Complete blood count with differential		60	
Complete metabolic panel (w/lipids)		60	
Urine Dip		60	
Accucheck (if UA dip is inconclusive)		10	
Cholinesterase, RBC/Plasma		10	

Venipuncture		10	
Chest X-ray, PA		10	
Resting ECG		10	
Lipid Panel (as stand-alone service)		10	
Blood Lead w/ZPP		10	
Blood PCB		10	
Breath alcohol test		20	

b. Cost Adjustments

Metro recognizes that the cost of providing medical services increases over time. As such, this contract will allow consideration of proposed periodic cost adjusts. Therefore, the contractor shall include in this proposal the contractors proposed method for increasing costs. The contractor's proposal shall include considerations such as frequency, method of adjustment and adjustment amount.

3. **Services Locations**

Listed below are the facilities operated by Metro for which contracted services are requested. The contractor shall provide the facility name, address and contract information of the contractor's proposed service location for each Metro facility listed:

Metro - Central Hazardous Waste
6161 NW 61st Ave.
Portland, OR 97210

Metro - South Hazardous Waste
2001 Washington St.
Oregon City, OR 97045

Metro – Latex Paint
4528 NE Basin
Portland, OR 97217

St. Johns Land Fill
9387 N Columbia Blvd
Portland, OR 97203