



**ST. JOHN THE BAPTIST PARISH
PURCHASING & PROCUREMENT DEPARTMENT
1811 W. Airline Highway
LaPlace, LA 70068**

**REQUEST FOR PROPOSALS (RFP)
Occupational Health Services**

Proposal No. RFP.2020.12

Closing Date: October 22, 2020 at 9:45 A.M. Local Time

SUBMITTALS

Submittals are due on or before the exact closing date and time. Submittals received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time. The response (including copies) must be submitted in a sealed envelope or package clearly marked with the Proposer's name and address, and "RFP 2020.12 Occupational Health Services".

Publish:
L'Observateur:
September 30, 2020
October 7, 2020
October 14, 2020

FOR FURTHER INFORMATION CONCERNING THIS RFP, PLEASE CONTACT:

Peter Montz, Purchasing & Procurement Department

Phone: (985) 652-9569

E-mail: p.montz@stjohn-la.gov

QUESTIONS AND COMMENTS MUST BE SUBMITTED NO LATER THAN 3:00 P.M. October 15, 2020.

REQUIRED SIGNATURE PAGE FOR PROPOSALS

This page, signed by an authorized officer of your Company, must accompany your proposal as the cover page.

I, the undersigned, having carefully examined the Request for Proposals, propose to furnish services in accordance therewith as set forth in the attached proposal.

I hereby certify that this proposal is genuine and not a sham or collusive proposal, or made in the interests or on behalf of any person not therein named; and I have not directly or indirectly induced or solicited any Proposer or supplier on the above work to put in a sham proposal or any person or corporation to refrain from submitting a proposal; and that I have not in any manner sought by collusion to secure to myself an advantage over any other Proposer(s) or person(s).

In order to induce the Parish to consider this proposal, the Proposer irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to St. John the Baptist Parish, and Proposer further promises that it will not in the future directly or indirectly induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to St. John the Baptist Parish.

Please type or print legibly the information below.

Proposer hereby acknowledges receipt of the RFP and agrees to Terms and Conditions set forth in this RFP.

PROPOSER INFORMATION

Firm Name: _____

Address: _____ City/State/Zip: _____

Phone No.: _____ Fax No.: _____

AUTHORIZATION TO PROPOSE (must be signed):

By: _____
Signature Offer Date Printed Name

Primary Contact Person (If other than above):

Name: _____ Phone No: _____ Fax No: _____

Title: _____ E-mail Address: _____

If this proposal is being submitted on behalf of an agent/broker, please complete section below:

Submitted on behalf of: _____

Phone No: _____ Fax No: _____

E-mail Address: _____

REQUEST FOR PROPOSALS

Occupational Health Services

BACKGROUND

St. John the Baptist Parish Baptist (herein referred to as “Parish”) is a local government as defined by the Louisiana Constitution. The Parish employs approximately 248 full time employees (including 41 career firefighters) and management staff who are responsible for delivering a wide range of local government services. The Parish is comprised of a variety of worksites and employees working under a range of different working environments and conditions such as in offices, warehouse, mechanic shop, water treatment plants, and wastewater treatment plants, as well as in the field. To find out more about our operations and our community, visit the Parish’s website at www.sjbparish.com.

The Parish hereby issues a Request for Proposals (RFP) for qualified occupational health service provider (herein referred to as “Company” or “Contractor”) for the purpose of occupational health-related services for Parish employees on an “as and when requested basis” as listed below:

1. Physical Examinations
2. Occupational injury, illness and trauma treatment
3. Consultation on occupational medical issues
4. Drug and alcohol testing
5. Fitness for Duty exams
6. Vaccinations (job-related vaccines; this does not include seasonal vaccinations such as flu shots)
7. Medial Review Officer
8. Medical Subject Matter Expert (SME)

The scope of this requirement does not include wellness programs outside of Company participating in Parish wellness events for employees.

The selected contractor must be a qualified, experienced occupational health services provider. The company will demonstrate skills and experience in providing occupational health services for St. John the Baptist Parish along with all other work necessary to complete the said service in accordance with the terms of this RFP and any resulting contract. The Parish shall be notified of all individuals and sub-consultants who propose to work on any portion of the project on a continual basis.

The RFP package includes the following:

1. Required Signature Page for Proposals
2. General Terms and Conditions
3. Corporate Resolution
4. Certificate of Authority
5. Past Criminal Convictions of Bidders Attestation
6. Non-Solicitation and Unemployment Affidavit
7. Certificate Regarding Debarment
8. E-Verify Affidavit
9. Exhibit A – Scope of Work
10. Exhibit B – Pricing Schedule
11. Exhibit C – Questionnaire
12. Exhibit D – Selection/Scoring Criteria

It is the intention of St. John the Baptist Parish to award a contract to the company with the best proposal to provide Occupational Health Services to the Parish. The selected Company will work closely with the

Human Resources Department and other administrative staff in providing said services. The scope of work that the company must provide is stated in Exhibit A.

GENERAL TERMS AND CONDITIONS

1.0 RFP Process

- 1.1 This RFP is subject to all applicable state and local laws, including the Louisiana Code of Governmental Ethics.
- 1.2 RFP's, associated documents and addenda may be obtained from the Department of Purchasing and Procurement at 1811 W. Airline Hwy., LaPlace, LA 70068 or by downloading from the Parish's website at www.sjbparish.com or Central Bidding at www.centralbidding.com. Electronic proposals will be accepted only on www.centralbidding.com.
- 1.3 Written addenda to the RFP may be issued to provide clarification, corrections, or to answer questions. It is the Company's responsibility to periodically check either Parish website, or Central Bidding for addenda that may be issued to implement changes or clarifications to the RFP, prior to due date. **Checking the Parish website is HIGHLY recommended.**
- 1.4 The Parish reserves the right to request additional information to clarify proposals. The Parish shall determine the appropriate means of clarification: telephone, e-mail, letter, or oral interviews.
- 1.5 Questions and comments regarding this Proposal must be submitted in writing to St. John the Baptist Parish, Purchasing & Procurement Department, **ATTN: Peter Montz, 1811 West Airline Highway, LaPlace, LA 70068** or via e-mail to p.montz@stjohn-la.gov no later than **3:00 P.M. on October 15, 2020.**

2.0 Submission of Proposal

- 2.1 Proposals shall be addressed to St. John the Baptist Parish and delivered to the receptionist located in the St. John the Baptist Parish Government Complex, 1811 West Airline Hwy., LaPlace, LA no later than **9:45 A.M. local time on October 22, 2020. Proposal package must be submitted in a sealed envelope or package clearly marked with the Proposer's name and address, and "RFP 2020.12 – Occupational Health Services".**
- 2.2 Each Proposer shall provide a submittal package based on the designated point evaluation scoring criteria. The submittal shall provide clear and sufficient information to enable the selection committee to evaluate the responsiveness and quality of the proposal. The Selection/Scoring Criteria (Exhibit D) will be used to evaluate all proposals received. Failure to provide all required information with the exception of scope of work that does not pertain to your Company, including the "Required Signature Page for Proposals" shall be cause for rejection of the submittal as non-responsive.
- 2.3 Proposer shall submit an original, and one electronic copy of proposal by the date and time specified. Failure to submit the required number of copies may result in finding of non-responsive. Original should be clearly marked.
- 2.4 The Parish will not be responsible for submissions forwarded through the U.S. Postal Service or any delivery service if lost in transit at any time before submission opening, or if hand-delivered to the incorrect location.
- 2.5 Proposals submitted by facsimile (FAX) or e-mail will not be accepted. Any proposal received after **9:45 A.M. local time on October 22, 2020** will be deemed unresponsive and will be returned to Proposer unopened.

3.0 Pre-Proposal Conference

None

4.0 Opening

Proposals will be opened publicly at **10:00 A.M. local time on October 22, 2020** in the St. John the Baptist Parish Government Complex Council Chambers, 1811 W. Airline Highway, LaPlace, LA 70068.

5.0 Public Disclosure

It is understood and agreed upon by the Proposer in submitting a proposal that the Parish has the right to withhold all information regarding this procurement until after contract award, including but not limited to: the number received; competitive technical information; competitive price information; and the Parish's evaluation concerns about competing proposals. Information releasable after award is subject to the disclosure requirements of the Louisiana Public Records Act. Proposer specifically waives any claims against Parish related to the disclosure of any materials if made under a public records request.

6.0 Parish Commitment

6.1 Parish shall have the right to reject or accept any Proposal or offer, or any part thereof (i.e., any component of any proposed solution) for any reason whatsoever and to accept other than the lowest offer, at its sole discretion.

6.2 This RFP does not commit the Parish to award, nor does it commit the Parish to pay any costs incurred in the submission of the Proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.

6.3 The Parish reserves the right to terminate this RFP at any time prior to contract execution.

6.4 No prior, current, or post-award verbal conversation or agreement(s) with any officer, agent, or employee of the Parish shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

6.5 The Parish reserves the right to revise any part of the RFP by issuing an addendum to the RFP at any time in accordance with relevant Louisiana Revised Statutes. Issuance of this RFP in no way constitutes a commitment by the Parish to award a contract. The Parish reserves the right to accept or reject, in whole or part, all Proposals submitted, and/or cancel this announcement if it is determined to be in the Parish's best interest. All materials submitted in response to this announcement become the property of the Parish, and selection or rejection of a submittal does not affect this right.

7.0 Late, Modified, or Withdrawn Proposals

7.1 Any proposal received after the exact time specified for receipt will not be considered.

7.2 No modification of a proposal, except a modification resulting from the Parish's request for "best and final offer," will be accepted.

7.3 No Proposer may withdraw his/her proposal within forty-five (45) days after the actual date of opening thereof.

8.0 Evaluation and Selection

8.1 Objective - The purpose is to evaluate all proposals with the ultimate interest of entering into an agreement with that Proposer determined to be most advantageous to the Parish, price and other factors considered.

8.2 Evaluation - A Source Selection Committee is appointed by the Parish President for the purpose of evaluating qualifications and proposals received in response to an RFP. The Committee will evaluate proposals submitted by qualified Proposers/Companies on the basis of the guidelines set forth in the

RFP. The Parish reserves the right to request additional information and clarification of any information submitted.

8.3 Evaluation criteria have been established to determine which Company/Proposer will best contribute to the overall goals of the Parish. These criteria are detailed in Exhibit D (Selection/Scoring Criteria) which is attached hereto and made a part hereof.

8.4 The Source Selection Committee will determine if interviews are necessary as part of its evaluation process.

8.5 Recommendation and Selection - The Parish Administration will present its recommendation to St. John the Baptist Parish Council for award. As part of the negotiation process, the Parish reserves the right to negotiate with the successful Company. This award will be made to the most responsible Proposer whose proposal is determined in writing to be most advantageous to the Parish, based on the scoring criteria set forth in this document. The Parish also reserves the right to reject any and all proposals.

9.0 Terms

The initial contract shall be effective for three (3) years from the date of execution. Upon written mutual agreement between the Parish Council and the Company, this contract may be extended one (1) additional time for two (2) years. The proposed Proposer will begin work without unreasonable delay and without suspension of work unless authorized in writing by the Parish. **The Parish will not honor or consider any price increase, fuel surcharge, or add-on cost during the established performance period. The proposed Proposers must submit firm fixed pricing.**

10.0 Insurance

Proposer/Proposer shall obtain, pay for and keep in force, at its own expense, minimum insurance effective in all localities where Proposer/Proposer may perform the work hereunder, with such carriers as shall be acceptable to Council:

- A. **Statutory Workman's Compensation** covering all state and local requirements and Employer's Liability Insurance covering all persons employed by Proposer/Proposer in connection with this agreement.

The limits for "A" above shall be not less than:

1. Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000
2. Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Dept.
3. No excluded classes of owners/officers or employees shall be allowed on Council's premises.
WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.

- B. **Commercial General Liability**, including:

1. Contractual liability assumed by this agreement
2. Owner's and Proposer's Protective Liability (if Proposer is a General Proposer) may be required.
3. Personal and advertising liability
4. Completed operations
5. Medical payments

The limits for "B" above shall not be less than:

1. \$1,000,000 each occurrence limit
2. \$2,000,000 general aggregate limit
3. \$1,000,000 products/completed operations aggregate limit
4. \$1,000,000 personal and advertising injury limit
5. \$50,000 fire damage limit
6. \$5,000 medical expense limit (desirable but not mandatory)

St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.

Some contracts may require Protection and Indemnity coverage. This should be verified with Insurance Department/Legal Dept.

- C. **Comprehensive Automobile Liability** covering all owned, hired and other non-owned vehicles of the Company.

The limits for "C" above shall not be less than:

1. \$15,000/\$20,000BI/\$25,000 PD

St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on certificate.

OTHER SPECIFIC COVERAGE RELATED TO THE TASK BEING PERFORMED MAY BE REQUIRED.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement prior to commencement of work. Proposer shall maintain insurance in full force and effect during the entire period of performance of work. All policies must have a thirty (30) day non-cancellation clause giving the Parish thirty (30) days prior written notice in the event a policy is changed or canceled.

- D. **Professional Liability Insurance** covering the Wrongful Acts of those professional firms and individuals performing services for St. John the Baptist Parish. Certain classifications of service providers will be required to provide evidence of Professional Liability Insurance. Examples of these providers include but are not limited to: Professional Engineers, Architects, Land Surveyors, Attorneys, and IT Proposers.

The limits for "D" above shall not be less than:

- \$1,000,000 CSL

WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on the Certificate.

OTHER SPECIFIC COVERAGE RELATED TO THE TASK BEING PERFORMED MAY BE REQUIRED.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement prior to commencement of work. Proposer shall maintain insurance in full force and effect during the entire period of performance of work. All policies must have a thirty (30) day non-cancellation clause giving the Parish thirty (30) days prior written notice in the event a policy is changed or canceled.

11.0 Submittals Required upon Provisional Award

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the submittal to be rejected as non-responsive:

- Insurance Requirements as specified in Section 9.0, if not currently on file
- A current, fully executed Taxpayer Identification Number (W-9 form)
- A current St. John the Baptist Parish Occupational License, if applicable.
- Attestation, Non-Solicitation, and E-Verify Forms

12.0 Invoices

Itemized invoices for payment of these services shall be submitted to Director of Human Resources for approval prior to routing to Accounts Payable.

13.0 Hold Harmless

To the fullest extent permitted by law, Proposer shall indemnify, hold harmless, and defend the Parish Council and all of its Agents and Employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Company.

14.0 Non-assignability

No Proposer shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the Parish. This provision shall not be construed to prohibit the Proposer from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

15.0 Exclusions

Pursuant to Louisiana Revised Statute 38:2227, Proposer must certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent Federal crimes. Proposer must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identify theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery; Proposers' misapplication of payments, malfeasance in office, or their equivalent Federal crimes within the five (5) years prior to submitting the proposal.

16.0 Disclosure

Proposer must disclose whether it provides services or pays commissions to any employee or elected official of St. John the Baptist Parish. If so, Proposer must disclose to whom services are provided and/or commissions are paid. Both positive and negative responses must be submitted.

17.0 Termination for Cause and Convenience

Bidder acknowledges this contract contains termination provisions including the manner in which termination shall be affected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside the bidder's control.

18.0 Severability Clause

If any one or more of the provisions contained in this Agreement shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and in such an event, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

19.0 Venue

This Agreement shall be governed by the laws of the State of Louisiana. Proper venue for any lawsuit arising under the terms of this Agreement shall be the Fortieth Judicial District Court, St. John the Baptist Parish and any appropriate Appellate therefrom. Engineer hereby agrees and consents to personal and/or in rem jurisdiction of the trial and appropriate Appellate courts.

20.0 Discrimination Clause

The Engineer agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Engineer agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

CORPORATE RESOLUTION

(Corporations must use and submit their form)

1. The named signatory is the same individual authorized to sign pursuant to the contract language in the appearance clause.
2. An officer listed on the Corporation's Secretary of State listing has certified the Corporate Resolution.
3. The corporate resolution shall not be more than one year old.
4. The company properly grants authority to a named individual to sign on behalf of the company (authority granted by a corporation is granted through its board of directors).
5. Document shall be submitted with the proposal.

CERTIFICATE OF AUTHORITY

(LLC must use and submit their form)

1. The named signatory is the same individual authorized to sign pursuant to the contract language in the appearance clause.
2. An officer listed on the LLC's Secretary of State listing has certified the Certificate of Authority.
3. The Certificate of Authority shall not be more than one year old.
4. The Certificate of Authority is notarized.
5. The company properly grants authority to a named individual to sign on behalf of the company.
6. Document shall be submitted with the proposal.

PAST CRIMINAL CONVICTIONS OF BIDDERS ATTESTATION (LA. R.S. 38:2227)

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, _____, (Appeared) the owner/authorized representative of

Company / Individual / Legal Entity Name

Appeared, as a Bidder on the herein named Project, does hereby attest that:

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named herein, including any silent or dormant owner or manager, has been convicted of, or has entered a plea of guilty or nolo contendere to, any of the following state crimes or equivalent federal crimes:

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:230)

B. For five years prior to the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named herein, including any silent or dormant owner or manager, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67.16)
- (c) Theft of business record (R.S. 14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Contractor’s misapplication of payments (R.S. 14:202)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Issuing worthless checks (R.S.14:71)
- (i) Malfeasance in office (R.S. 14:134)

Name of Bidder

Signature of Authorized Signatory of Bidder

Project Name/Number

Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____, 20_____.

Notary Signature

Printed Notary Name: _____

Notary/Bar Roll Number: _____

My Commission is For/Expires: _____

**ST. JOHN THE BAPTIST PARISH
NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT
(Pursuant to La. R.S. 38:2224 and La. R.S. 23:1726(B))**

STATE OF _____

PARISH/COUNTY OF _____

Before me, the undersigned authority, came and appeared,

I, _____, the owner/authorized representative of

Company/Individual/Legal Entity Name

who, being first duly sworn, deposed and state that I personally and as an authorized representative of the above identified legal person executes this continuing affidavit stating that neither the above named Contractor nor a person acting on its behalf, either directly or indirectly, employed, paid, nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this public contract, other than persons regularly employed by Contractor whose services were in the regular course of their duties for Contractor in connection with the construction, alteration or demolition of a public building or project.

The above named Contractor, if awarded, continually affirms that no part of the contract price received by Contractor was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services were in the regular course of their duties for Contractor.

The above named Contractor hereby attests and certifies that it does not have any unpaid assessment or penalty levied against it regarding unemployment compensation and currently does and will continue to properly classify each employee.

Contractor verifies that Contractor will collect an affidavit in this form from any approved subcontractor and forward a copy to: Saint John the Baptist Parish, 1811 West Airline Hwy, LaPlace, Louisiana 70068, no later than five business days after contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

<p>_____ Signature of Authorized Signatory</p> <p>_____ Printed Name of Signatory</p> <p>_____ Title of Authorized Signatory</p> <p>_____ Project Name/Number</p>	<p>SUBSCRIBED AND SWORN BEFORE ME ON THIS</p> <p>_____ DAY OF _____ 2020.</p> <p>_____ Notary Signature</p> <p>Printed Notary Name: _____</p> <p>Notary/Bar Roll Number: _____</p> <p>My Commission is for/expires on: _____</p>
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**Certification Regarding
Debarment, Suspension, and Other Responsibility
Matters Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U. S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or Voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) Terminated for cause of default.
- (2) Where the Prospective primary participant is unable to certify to any of the statements in this Certification, such prospective primary participant shall attach an explanation to this BID

Business Name: -

Date _____ By _____
Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this BID, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this BID is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "BID," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this BID is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this BID that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this BID that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to check the Non-Procurement List
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

E-VERIFY AFFIDAVIT

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, _____, the owner/authorized representative of

Company/Individual/Legal Entity
Name

who hereby personally and as the authorized representative of the above identified legal person executes this affidavit, as the undersigned Company verification of its current and future compliance with L.S.A. R.S. 38:2212.10, stating affirmatively that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under a contract with St. John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. The Company hereby verifies the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

Company shall not assign this Contract or any monies due or to become due hereunder, or subcontract any part of the Work without the prior written consent of St. John the Baptist Parish.

Company verifies that the Company will collect an affidavit in this form from any approved subcontractor and forward a copy to: St. John the Baptist Parish, 1801 West Airline Hwy, LaPlace, Louisiana 70068, no later than five business days of contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

Signature of Authorized Signatory

Date E-Verify ID Assigned

Printed Name of Signatory

E-Verify ID

Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF _____, 20____

Notary Signature

Printed Notary Name: _____

Notary/Bar Roll Number: _____

My Commission is For/Expires: _____

EXHIBIT A
Scope of Work

SERVICES

The Company shall provide written responses to the following requests in the same order as requests are stated. The Company shall address the following requests with sufficient detail to allow the Parish to understand how the company would fulfill the Parish's needs.

Qualifications and Experience

1. Medical examiner(s) must be licensed, certified, and/or registered in accordance with all applicable federal, state laws and regulations to perform physical examinations, including Department of Transportation (DOT) physicals. Examiners shall be doctors of medicine (MD), physician assistants (PA-C), or Nurse Practitioners (NP).
2. Company must have at least 1 year of contracted experience providing occupational health services
3. Company must provide a minimum of three (3) **written** customer references for similar projects. Must be within the last (5) five years
4. Company must demonstrate capabilities to accomplish assigned work

Requirements and Specifications

The scope of services to be provided by the Contractor includes, but is not necessarily limited to the following:

The Contractor shall have the ability to provide occupational health services as indicated below:

1. Occupational Injury/Workers' Compensation Case Management
 - a. Case coordination and case management for work-related injured/ill employees of the Parish. Services must be requested by the Parish. The case management system must be designed so that the injured/ill employee is closely monitored and medical care is coordinated, in conjunction with the Parish's Workers' Compensation coordinator, from the time of injury until the case is closed.
2. Post-Offer/Pre-Employment Physical Examination to candidates offered employment
 - a. Evaluation by a medical professional to determine if an individual is physically and/or mentally able to perform the essential functions of their desired position and in accordance with the physical requirements and working conditions, as defined in the job description provided by the Parish
 - b. Pre-employment physicals for prospective firefighters in accordance with Firefighters Retirement System of Louisiana's requirements
 - c. Results communicated back to the Parish within 3-4 business days (unless otherwise noted)
3. Job-related Physical Examinations, Testing and Screening (non-DOT and DOT as applicable)
 - a. Perform physical examinations/tests for certain positions. For example:

- i. Audiogram
 - ii. Respirator fit testing
 - iii. Vision/distance testing
 - iv. Tuberculin (TB) Skin Testing
4. Vaccinations as indicated for certain jobs. For example:
 - i. Hepatitis B vaccine with testing done as outlined in Center for Disease Control and Prevention (CDC) guidelines
 - ii. Adult Tetanus/Diphtheria with same day service
5. Return-to-Work (RTW) Physicals
 - a. Evaluation by a medical professional to determine if an employee is physically and/or mentally able to perform the essential functions of their position and in accordance with the physical requirements and working conditions, as defined in the job description as provided by the Parish.
 - b. Upon request of the Parish, perform return-to-work examinations for non-work related injury or illness
 - c. Results communicated to Parish within 24 business hours
6. Fitness for Duty Examinations
 - a. Provide thorough and complete medical records review and evaluation, including medical information from external providers and coordination of receiving those records
 - b. Receive and evaluate results for fitness for duty examinations provided by other vendors and provide findings and recommendations to Parish
7. Drug and Breath Alcohol Testing
 - a. Pre-employment, Post-accident, Reasonable Suspicion, and Random Drug Testing
 - i. 10-panel drug screen with results within 24 business hours
 - ii. Breath Alcohol Test with immediate results
8. Medical Leave Verification/Clarification
 - a. Upon request, provide verification and/or clarification of employees' need for medical leave
9. Post-exposure testing and examinations to comply with any applicable federal, state, or local provisions
10. Legislative updates as they relate to the services covered under an agreement resulting from this RFP
11. Medical Subject Matter Expert (SME)
 - a. Acting in the Parish's stead as a medical SME, which may involve discussing an employee's medical condition or medications with their medical provider and reporting back to the Parish in regard to any safety concerns, treatment options and compliance for recommended treatment
12. Consultation on Occupational Medical Issues

Other Requirements

Company shall:

1. Have adequate numbers of appropriately qualified staff to provide the required services including but not limited to a physician licensed to practice medicine in the State of Louisiana, licensed Medical Review Officer.
2. Ensure that technicians performing specimen collections and breath alcohol testing on Parish employees are DOT-certified.
3. Have available, technicians trained in performing blood alcohol collections in the event that breath alcohol testing cannot be performed.
4. Ensure ability to provide appropriate personnel in cases where specimen collection for drug screen must be witnessed by member of same gender as donor.
5. Utilize laboratories that are, at a minimum, DOT-certified, for Parish drug screenings; Clinical Laboratory Improvement Amendments (CLIA)-certified laboratories for other laboratory testing.
6. Communicate with Parish in accordance with timelines identified in the Scope of Work section of this RFP.
7. Promptly notify Parish if an employee or job candidate fails to report for a scheduled appointment/referral or refuses to complete any portion of an exam or testing.
8. Provide accurate records and statistical reports as required by state and federal laws and regulations, and the Parish.
9. Comply with the Health Insurance Portability and Accountability Act (HIPPA) or other applicable privacy laws in the confidentiality of health care information generated.
10. Maintain facilities that are clean, neat, and sanitary and that comply with health rules and regulations.
11. Operate Monday through Friday 8:00 AM – 5:00 PM preferably; have availability of after-hour drug and breath alcohol testing, occupational injury/illness examination and treatment, and post-exposure testing. After-hours services may be performed either directly or through Company's subcontracted provider(s). If cost differentials or premiums apply for after-hour services, please specify in Exhibit B "Pricing Schedule".
12. Indicate whether it has the capability to provide on-site specimen collections for drug screens in accordance with DOT guidelines. If cost differentials for onsite verses offsite services apply, please specify in Exhibit B "Pricing Schedule".
13. Maintain any drug screen sample that proves to be positive upon confirmation for a period of at least one year.

14. Agree to provide staff for Parish's annual health and wellness fair. Additionally, Company should attend or provide speakers for Parish's periodic wellness seminars and activities.
15. Comply and perform all work in accordance with applicable federal, state, and local regulations.
16. Furnish all tools, materials, equipment, apparatus, labor, workmanship, transportation, and services necessary to perform and complete the work as per the "Scope of Work."
17. Outline any other service(s) available that the Parish has not covered herein, and outline costs associated with those services in the "Pricing Schedule" section of the proposal, including but not limited to, any services pertaining to coronavirus (COVID-19) testing, vaccinations, or workplace guidance.

Quantity: There is no guaranteed amount of services intended either expressly or implied, to be purchased or contracted for by the Parish. However, the Company awarded the contract shall furnish all required services to the Parish at the stated price, when and if required.

Regulatory Requirements: The proposed contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including IICRC Flood Certified, pertaining to the performance of the work specified herein. Ignorance on the part of the proposed contractor shall not, in any way, relieve the contractor from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

NOTE: Pre-employment drug screens and/or post-accident illness/injury and post-exposure testing services may occasionally include other agents of the Parish, including but not limited to, seasonal employees, volunteer firefighters, and Parish advisory board members.

EXHIBIT B
Pricing Schedule

The undersigned does hereby offer to perform services on behalf of the Parish, of the type and quality and conditions set forth in the Request for Proposals documents at the rates hereinafter set forth:

Base Proposal

The Contractor shall list the entire costs associated with performing the services required on the Proposal Form. The total combined cost shall be included as the total cost figure. The Contractor shall thoroughly fill out the form or will be deemed "unresponsive." It shall be the sole responsibility of the Contractor(s) to review all components of this proposal and fully inform themselves as to all conditions and matters, which can in any way affect the work or the cost thereof. In no way shall the contractor, after submitting proposal, seek an adjustment or change order as a result of not being able to comply with the applicable federal, state and/or local laws, rules, regulations, ordinances, and/or codes.

Pursuant to and in compliance with the Advertisement for Proposals and the Specifications relating to:

PROJECT NAME: Occupational Health Services

RFP Number: RFP 2020.12

including Addenda (if any), _____ the undersigned, having become thoroughly familiar with terms and conditions of the specifications and with local conditions affecting the performance, progress and cost of the work that is to be completed, hereby proposes and agrees to fully perform the work and in accordance with the specifications including furnishing any or all services, labor, materials, and equipment authorized by The Parish and to do all the work required to complete said work in accordance with the specifications for the following total sum:

<u>SERVICE</u>	<u>COST</u>
Pre-Employment Physical (Non-DOT):	
- Physical Examination with Health History Review	\$ _____
Pre-Employment Physical (DOT):	
- DOT Physical	\$ _____
Pre-Employment Physical (for prospective firefighters)	\$ _____
Pre-Employment Work Fitness Screening	\$ _____
Re-Certification Physicals (DOT)	\$ _____

**Substance Abuse: Non-DOT Pre-employment/Post-Accident/
Reasonable Suspicion/Random Drug Screening** \$ _____

- Urine Drug Screening consisting of:
 - Urine Collection
 - 10 Panel Drug Screen
 - Medical Review & Reporting

**Substance Abuse: DOT Pre-employment/Post-Accident/
Reasonable Suspicion/Random Drug Screening** \$ _____

- DOT Urine Drug Screening consisting of:
 - Urine Collection
 - 10 Panel Drug Screen
 - Medical Review and Reporting

Substance Abuse: Breath Alcohol Screen with confirmation \$ _____

Fit for Duty Physical:
- Physician Exam with Return-to-Work Short Narrative Note \$ _____

**On-Call After-Hours Substance Abuse Services: Post-Accident/
Reasonable Suspicion Drug Screening** \$ _____

**On-Call After-Hours Substance Abuse Services: Breath Alcohol
Testing with confirmation** \$ _____

Worker's Compensation
- In-Clinic Treatment of Work –Related Injuries/Illness

COST

Initial Visit and Report:

99202 Limited Visit	\$
99203 Intermediate Visit	\$
99204 Extensive Visit	\$

Return Visit and Report:

99212 Limited Visit	\$
99213 Intermediate Visit	\$
99214 Extensive Visit	\$

Contracted Services Rates per CPT CODE:

73610 Ankle X-ray 3 or more views	\$
73600 Ankle X-ray 2 views	\$
73080 Elbow X-ray Complete	\$
95904 Nerve Conduction	\$
95903 Nerve Conduction	\$
95900 Nerve Conduction	\$
96860 EMG1 Extremity	\$
73721 MRI Lower Extremity	\$
73221 MRI Lower Extremity	\$
73630 Foot X-ray Complete	\$
76564 Knee X-ray 4 or more views	\$

73560 Knee X-ray 2 views	\$
73140 Finger X-ray Complete	\$
73130 Hand X-ray Complete	\$
72040 Cervical X-ray 2 Views	\$
72110 Lumber X-ray 4 Views	\$
73110 Wrist X-ray Complete	\$
72070 Thoracic X-ray 2 Views	\$
73000 Clavicle X-ray Complete	\$
73030 Shoulder X-ray Complete	\$
73090 Forearm X-ray Complete	\$
97001 PT Evaluation (1 st Visit)	\$
97003 OT Evaluation (1 st Visit)	\$
97545 Work Conditioning/Initial 2 hour	\$
97546 Work Conditioning/per additional hour	\$
PT/OT Subsequent Visits	\$

Specify services (and associated costs) not mentioned in the Scope of Work: _____

Exceptions to Proposal

Comments:

IF OTHER RATES ARE APPLICABLE, OFFEROR SHALL ATTACH A SEPARATE SHEET ITEMIZING ALL OTHER PERSONNEL AND LABOR RATES.

ALTERNATE AWARD EVALUATION: The Parish reserves the right to award the RFP in total, by groups of items, by individual items or any combination of these in which the Parish deems to be in its best interest.

EXHIBIT C
Questionnaire

A written response is required for each item listed below:

1. Provide a brief narrative demonstrating the Proposer's understanding of the scope of work and project requirements, and describing the proposed organization and management of the requirements of the scope of work
2. Provide a description of your firm and its current size. Describe the key personnel involved in the completion of the project requirements. If your proposal represents a joint effort on a prime/subcontracted proposal provide the above for all members of the proposal team and the specific responsibilities of each project team firm. Include your firm's procedures for quality assurance. Describe the experience of the proposed project team in completing work of similar scope, size, and nature
3. Provide credentials of medical staff members
4. Provide descriptions of the medical staff's experience in occupational medicine
5. Describe services that have been provided to at least one (1) employer comparable in size to the Parish, including experience with other public-sector entities
6. Describe your process for client authorizations for services and your procedures for reporting results, describing any automated systems utilized for client authorizations, results, and reports
7. Describe your compliance with HIPPA with regard to Protected Health Information (PHI) and electronically transmitted Protected Health Information (ePHI)
8. Describe your emergency plan that would enable you to provide service in emergency situations such as during power outages, natural disasters, etc.
9. Provide samples of your invoice
10. Provide addresses of all your locations and facilities and the driving distance from each location to 1811 W. Airline Hwy., LaPlace, LA 70068. Provide business hours for each facility.

**EXHIBIT D
SELECTION/SCORING CRITERIA**

St. John the Baptist Parish may select any or all of the proposals that best contribute to the overall functioning of the Parish. All proposals will be evaluated by applying a set of evaluation criteria and awarding points to each proposal.

The following criteria and corresponding point system will be utilized to evaluate all respondents. The award will be made to the firm which scores the highest number of points and whose costs are deemed reasonable for similar work.

CRITERIA	MAXIMUM POINTS
Qualifications and Experience	0-20 pts
<ul style="list-style-type: none"> • Qualifications of key staff to perform work • Experience in performing like or comparable work 	
Past Performance	0-20 pts
<ul style="list-style-type: none"> • Quality of work and special capabilities to accomplish work • Coordination and cooperation with Parish and others • References 	
Technical Capabilities	0-20 pts
<ul style="list-style-type: none"> • Key personnel and support staff, including necessary clerical support, scheduling and availability of key staff during regular business hours • Electronic data transmission capability 	
Location of Clinic/Office	0-10 pts
<ul style="list-style-type: none"> • Convenience to Parish's operations base, including for after-hours services • Availability of on-site services 	
Pricing	0-30 pts
<p>The Proposer with the lowest cost shall receive the highest cost evaluation score. Other proposers will receive a cost score computed as follows: $CS = (LPC/PC * X)$ Where: CS = Computed cost score for Proposer LPC = Lowest proposed cost of all Proposers PC = Proposer's cost</p>	
X = 30% of the total number of points assigned	Maximum of (30) Points
TOTAL MAXIMUM POINTS	100 PTS