



**PURCHASING DEPARTMENT
DIVISION OF BUDGET & FINANCE**

100 West Washington Street, Room 3200 | Hagerstown, MD 21740-4748 | P: 240.313.2330 | F: 240.313.2331
www.washco-md.net

**PUR-1381
REQUEST FOR PROPOSALS
REGARDING QUALIFICATIONS AND EXPERIENCE/
TECHNICAL PROPOSALS AND PRICE PROPOSALS
FOR PHYSICAL EXAMINATION SERVICES**

The Board of County Commissioners of Washington County, Maryland is requesting Qualifications and Experience/Technical Proposals and Price Proposals from qualified medical firms for providing physical examinations and various services to be performed on employees and candidates for County employment vacancies and Washington County Volunteer Fire & Rescue Association of Maryland, Inc. personnel.

The Washington County Coordinating Committee will be evaluating submissions to this request and select those firms deemed most qualified. The Committee reserves the right to interview some or all prospective firms to discuss Qualifications and Experience/Technical Proposals as well as Price Proposals.

The format for submittals, information regarding the scope of work, and selection criteria to be used by the Committee are available from either the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland, 21740, telephone 240-313-2330 or from the Washington County website: www.washco-md.net by accessing the "Divisions & Departments/Purchasing Department/Open Bid Invitations". Inquiries should be directed to Rick F. Curry, CPPO – Director of Purchasing, at the above address.

A Pre-Proposal Conference shall be held on **Wednesday, April 18, 2018 at 11:00 A.M. (EDST)** in Second Floor Conference Room No. 2001 of the Washington County Administration Complex, 100 West Washington Street, Hagerstown, Maryland. While attendance at this conference is not mandatory, it is strongly encouraged.

One (1) original and five (5) copies of submittals of Qualifications and Experience/Technical Proposals from medical firms enclosed in a sealed opaque envelope marked "**Q & E/Technical Proposal – Physical Examination Services**", and one (1) original and five (5) copies of the Price Proposal enclosed in a separately sealed opaque envelope marked "**Price Proposal – Physical Examination Services**" are due into the Office of Rick F. Curry, CPPO, - Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland, 21740, no later than **4:00 P.M. (EDST), Wednesday, May 9, 2018**. The Washington County Coordinating Committee will evaluate the submittals. Failure to comply with providing the above-required information for the Committee's review may result in disqualification of that firm.

Washington County shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. The County Commissioners of Washington County do not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact the 240-313-2330 Voice, TDD Dial 711 to make arrangements no later than seven (7) calendar days prior to the Pre-Proposal Conference.

Inquiries regarding this request should be directed to **Rick F. Curry, CPPO – Director of Purchasing at 240-313-2330**. The Board of County Commissioners of Washington County reserves the right to accept or reject any and/or all proposals and to waive formalities, informalities, and technicalities therein. The Board reserves the right to contact a Bidder for clarifications and may, at its sole discretion, allow a Bidder to correct any and all formalities, informalities and technicalities in the best interest of Washington County.

The Board of County Commissioners of Washington County also reserves the right to reject the proposal of a firm who has previously failed to perform properly or complete on time contracts of a similar nature or a proposal of an organization which investigation shows is not in a position to perform the contract.

By Authority of:



Rick F. Curry, CPPO
Director of Purchasing



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REQUEST FOR PROPOSALS
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TECHNICAL PROPOSALS AND PRICE PROPOSALS
FOR PHYSICAL EXAMINATION SERVICES**

April 3, 2018

I. INTRODUCTION:

The Board of County Commissioners of Washington County, Maryland, herein called County, requests proposals for physical examinations, and other services, to be performed on employees and candidates for County employment vacancies and Washington County Volunteer Fire & Rescue Association of Maryland, Inc. (WCVFRA) personnel in accordance with the Terms and Conditions of this proposal, all laws, rules, and regulations, and the best practices of the profession.

Proposers shall submit a Qualifications and Experience/Technical Proposal and a Price Proposal, in two (2) separately sealed envelopes, which will then be independently opened and evaluated. Failure to submit in this manner will result in the proposal being determined non-responsive and the proposal being rejected.

II. MINIMUM QUALIFICATIONS:

- A. Contractors not meeting these minimum qualifications as of the due date for the proposals will not be considered. Documentation showing that Contractor meets these minimum qualifications shall be attached to its proposal response:
1. Contractor shall have been engaged in the business of providing occupational health services to large employers for at least five (5) years and shall have on staff trained personnel, including physician(s) specializing in the unique medical issues surrounding occupational health issues and areas including emergency services.
 2. Contractor shall hold the appropriate authorizations, clearances, licenses and permissions from state, local and federal authorities, particularly the United States Department of Transportation and the Federal Transit Authority, to operate as an approved testing and collection site and consortia/service agent under the procedures outlined in 49 CFR parts 40 and 655.

III. **SCOPE OF SERVICES:**

These services shall be provided in accordance with the Agreement (Attachment No.1) between the Contractor and the County.

- A. Various types of examinations/services shall be required. The type of examination to be performed shall be dependent upon the type of position applied for or held. Types of services required and estimated annual quantities are as indicated below. All stated quantities are estimated requirements and do not constitute a minimum or maximum. Prices, however, shall remain in effect for lesser or additional quantities through the term of contract.

TESTS FOR WASHINGTON COUNTY EMPLOYEES:

1. a. **Pre-Placement Physical**
This examination will be required of all candidates. The examination shall include: personal health history, auscultation, urinalysis, Snellen eye examination, color perception screen, audiometric screening, blood pressure, temperature, height, weight, pulse and reflexes.
Approximate number/year: 85
- b. **Pre-Placement Physical Testing**
This examination will be required of all candidates and will test all physical requirements of the applicant pursuant to the current Physical Requirements section of the applicant's job description.
Approximate number/year: 85
2. **Pre-Placement Physical (Including CDL Requirements)**
Physical examination as outlined for CDL requirements.
Approximate number/year: 45
3. **Pre-Placement Physical (Sheriff Uniformed Officers)**
As outlined in the attached "Proposed Medical Selection Guidelines" (Attachment No. 2).
Approximate number/year: 15
4. **Pre-Placement Physical Fitness Screening (Sheriff Uniformed Officers)**
As outlined in the attached "Pre-Employment Physical Fitness Screening" (Attachment No. 3).
Approximate number/year: 15
5. **Pre-Placement/Annual Physical (Firefighter/Paramedic)**
Approximate number/year: 20
6. **Pre-Placement/Annual Lab Testing (Firefighter/Paramedic)**
 - a. CBC: Approximate number/year: 20
 - b. CMP: Approximate number/year: 20

- c. Lipid Panel: Approximate number/year: 20
 - d. Urinalysis: Approximate number/year: 20
 - e. PSA (males over 40): Approximate number/year: 5
 - f. Chest x-ray: Approximate number/year: 10
7. **Drug and Alcohol Testing for CDL Holders and Safety Sensitive Positions**
Serve as a collection site for the County's drug testing program. (See Consortium Fees below) This fee is for the performance of alcohol testing using a Breathalyzer for reasonable suspicion and post accident DOT testing.
Approximate number/year: 20
8. **DOT Pre-Employment Drug Test**
Approximate number/year: 45
9. **Non-DOT (Panel 8) Pre-Employment Drug Test**
Approximate number/year: 75
10. **DOT Examinations**
For CDL renewals.
Approximate number/year: 175
11. **Fitness for Duty/Consultation Services**
Consultation services may be necessary in special circumstances (i.e. excessive sick leave usage, second opinion, etc.)
Approximate number/year: 10
12. **Return to Work Examination**
Approximate number/year: 10
13. **Return to Work Drug Screen Testing**
Approximate number/year: 30
14. **On the Job Injury – Office Visit**
Employees who are injured on the job, but not seen in the Emergency Room, have the option of going to their regular family physician or using our contracted physician. On the Proposal Form, Contractors shall state the *minimum* charge for an office visit for an on-the-job injury.
Approximate number/year: 75
15. **Hearing Test (initial baseline and annual checks)**
Conducted on the County's Emergency Communications Specialists (Dispatchers).
Approximate number/year: a. 20 baseline for new hires; b. 50 annual checks
16. **Respiratory Clearance Exams**
Conducted on Department of Water Quality Field Personnel new hires.
Approximate number/year: 10

17. **Respiratory Annual Evaluation**
Annual written follow-up to Respiratory Clearance Exam.
Approximate number/year: 10
18. **Spirometry Testing**
Approximate number/year: 25
19. **Hepatitis B Shots**
Approximate number/year: 40
20. **Hepatitis A Shots**
Approximate number/year: 40
21. **TB Testing**
Approximate number/year: 150
22. **Flu Shots (including the H1N1 strand):**
Approximate number/year: 450
23. **Lead Blood Test**
Approximate number/year: 5
24. **Heavy Metals, Urine Test**
Approximate number/year: 5
25. **EKG**
Performed on Firefighter/Paramedic
Approximate number/year: 15
26. **Stress Test (Firefighter/Paramedic over age 40)**
Approximate number/year: 5
27. **OSHA Questionnaires (Firefighter/Paramedic providers)**
Approximate number/year: 15
28. **Hepatitis B Surface Antibody**
Approximate number/year: 5
29. **Hepatitis A & B Combination Shots**
Approximate number/year 15:
30. **Tetanus/Diphtheria Shots**
Approximate number/year: 5

31. **Blood Sugar Finger Stick**
Approximate number/year: 5
32. **Per member FTA Random Drug & Alcohol Consortium Fee**
Approximate number/year: 50
33. **Per member DOT Random Drug & Alcohol Consortium Fee**
Approximate number/year: 150
34. **Per member Safety-Sensitive Random Drug & Alcohol Consortium Fee**
Approximate number/year: 130
35. **Per member Safety-Sensitive (Sheriff Dept) Random Drug & Alcohol Consortium Fee**
Approximate number/year: 250
36. **Per member FAA Random Drug & Alcohol Consortium Fee**
Approximate number/year: 20
37. **Per Member (new) Non-DOT Random Drug Consortium Fee (Optional)**
Approximate number/year: 400

B. **TESTS FOR WASHINGTON COUNTY VOLUNTEER FIRE & RESCUE ASSOCIATION OF MARYLAND, INC. (WCVFRA) PERSONNEL;** a brief overview of the requested services is attached (Attachment No. 4):

1. **Fire and Rescue Physical – Level I**
Physical Exam, Snellen Distance vision screen, Height, Weight, Blood Pressure, Audiogram, PPD, Lipid Profile, Urinalysis, EKG, a Stress Test, separately scheduled, may be given if the providing medical physician feels there is a medical need. Hepatitis, Tetanus/Pertussis immunization Status and update or vaccine.
Approximate number/year: 125
2. **Fire and Rescue Physical – Level II**
Physical Exam, Snellen Distance Vision Screen, Height, Weight, Blood Pressure, Audiogram, PPD, Lipid Profile, CBC, Comprehensive Metabolic Profile, Spirometry, Urinalysis, EKG, a Stress Test, separately scheduled, may be given if the providing medical physician feels there is a medical need. CXR (2view) for members with HX of positive PPD and no baseline record. Hepatitis, Tetanus/Pertussis immunization status and update or vaccine.
Approximate number/year: 400, Every 3rd year: 600
3. **Return to Work Examination**
Physical after injury/exposure
Approximate number/year: 15

4. **Spirometry Testing**
Approximate number/year: 400
 5. **Hepatitis B Shots**
Approximate number/year: 100
 6. **EKG**
Approximate number/year: 400
 7. **Stress Test (ALS providers over 40)**
Approximate number/year: 5
 8. **OSHA Questionnaires (ALS providers)**
Approximate number/year: 400
 9. **Hepatitis B Surface Antibody**
Approximate number/year: 200
 10. **Hepatitis C Test**
Approximately number/year: 250
 11. **Annual PPD Test**
Approximate number/year: 400
 12. **Hepatitis A & B Combination Shots**
Approximate number/year: 150
 13. **Tetanus/Diphtheria Shots**
Approximate number/year: 150
 14. **Fire/Rescue MVA Post-Vehicle accident Blood Test and Urinalysis**
Approximate number/year: 10
 15. **Fire/Rescue Tracking, testing, and monitoring follow-up of Blood Borne pathogen exposures that may be initially treated after hours at a medical facility.**
Approximate Number/year: 80
 16. **Fire/Rescue: Review of Outside Physical Exam:** Volunteers receive physicals from outside employment. These physicals are submitted to the vendor and recorded by the vendor and approved by the vendor to be in compliance and a compliance/SCBA certificate is issued as specified in Section V - Reporting, subsection B.
Approximate Number/year: 65
- C. There may be additional services, tests, or examinations requested during the term of this contract. Additional services may include functional agility testing for certain job types for

job applications. Fees for those services shall be agreed upon at the time requested and will become part of this scope of work and agreement between Contractor and the applicable party, either the County or the WCVFRA.

IV. AVAILABILITY OF SERVICE:

- A. Walk-in service must be available during normal County working hours, Monday through Friday 7:30 A.M. to 4:30 P.M. Pre-placement, CDL and other regular services shall be scheduled on an appointment basis. All services shall be available within a fifteen (15) mile radius of the County Administration Complex, located at 100 West Washington Street, Hagerstown, MD. After-hours reasonable suspicion and random drug and alcohol testing must be available either at the Contractor's site or at a County-approved alternate site. The frequency of any "after hours" testing is minimal but necessary to accommodate 24-hour County work schedules.
- B. WCVFRA Record Keeping: A Purchase order for each physical required is issued by the WCVFRA and forwarded electronically to the vendor. The vendor also reports the completion of the physical back to WCVFRA electronically through software provided by WCVFRA and as part of the billing information.

V. REPORTING RESULTS:

- A. Results shall be reported as soon as possible, not to exceed three (3) working days past the examination. This may be accomplished through phone contact to a specified individual with follow-up paperwork being sent "confidentially". Only the County's Risk Management Coordinator or his/her designee is authorized to receive reporting results.
- B. WCVFRA: The Vendor keeps all Medical records pertaining to all physicals and charges a fee to perform that function. The vendor issues a statement of Medical recommendation / successful compliance/SCBA Certificate in a form/format specified by WCVFRA for each physical, return to work, accident or other follow up or other medical procedures provided under this contract to the volunteer and mails an additional copy to the volunteer. A copy shall be provided to the WCVFRA with the billing information or additionally as needed. All records shall be securely filed by the vendor and kept for the legally mandated time period. Members may get a copy of their records by appearing in person to the vendor and signing the provided medical releases.
- C. WCVFRA: In addition – Vender shall compile health statistics regarding body mass indexes, distance vision acuity, blood pressure levels, smoking patterns, hearing acuity, age group characteristics, the number of members referred to primary care for follow up and chronic/congenital diseases, which may impact the ability of the Association as a whole to comply with any required standards. These statistics shall be gathered by the vendor staff and presented to the association annually. Occupational medicine physician would be available to consult with Association staff in evaluating this information to aid in projecting future programming to improve the health of volunteers and ongoing wellness program development

VI. CONFIDENTIALITY:

- A. It is of the utmost importance, and a prime consideration, that all records, history, and other information be held in strict confidence, and released only to the County's Director of Health & Human Services, the County Risk Management Coordinator or their authorized representative with regard to County employees and only to the authorized representative of the WCVFRA for its associated personnel. Any breach of confidentiality shall be considered an act of gross negligence thereby avoiding any further contractual obligation of the County. Contractor must comply with all federal and state rules, regulations, statutes, guidelines, and any requirements of current HIPAA or any other legislation regarding protected personal information.

VII. TERMINATION FOR CONVENIENCE:

The performance of work under this contract may be terminated by the County in accordance with this clause in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County. The County shall pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

VIII. TERM OF CONTRACT:

- A. The initial term of this contract is anticipated to be for a one (1) year period tentatively commencing July 1, 2018 with an option by the County to renew for up to four (4) additional consecutive one (1) year periods thereafter, subject to written notice given by the County at least sixty (60) calendar days in advance of its expiration date. The County reserves the right to terminate the contract at any time upon sixty (60) calendar days' written notice to the firm. As determined by the County, it will pay the firm's reasonable costs incurred prior to the termination. In the event of termination, the Contractor may be required to provide the necessary best effort to transfer records and historical data to a superseding service provider or to Washington County.
- B. If the Contractor wishes to renew the contract, he must submit a letter of intent to the Washington County Director of Purchasing at least one hundred and twenty (120) calendar days prior to the expiration of any annual contract term. The County reserves the right to accept or reject any request for renewal. All extensions of the contract term are subject to available funding and performance by the Contractor satisfactory to the County.
- C. If the Contractor fails to comply with the specifications, he will be given fourteen (14) calendar days' notice to render satisfactory service. If at the expiration of such fourteen (14) calendar days' notice, the unsatisfactory conditions have not been corrected, Owner reserves the right to cancel the contract.
- D. The successful Contractor shall not consider the right of the County to extend the initial one-year contract term to constitute or imply any obligation by the County to renew the Contract.

IX. COMPENSATION TO THE CONTRACTOR:

- A. The Contractor shall be compensated monthly for his/her services based on unit prices stated on the Form of Proposal. Prices shall remain firm for the duration of the contract period. No price escalation shall be allowed. Prices quoted shall include all costs of performing the requested services. No additional charges shall be allowed or paid. Services shall be proposed in the format shown on the Proposal Form (Attachment No. 5). The lump sum unit price fees shall include supervision, support, travel, and out-of-pocket costs necessary to accomplish the related tasks.
- B. The Contractor shall invoice the County on a monthly basis. Separate invoices shall be generated for Sheriff's Department employees and submitted directly to that department. Separate invoices shall also be generated for Emergency Services Department employees and submitted directly to that department. Separate invoices shall also be generated for the WCVFRA and submitted directly to that entity. Remaining invoices for the Board of County Commissioners of Washington County, Maryland are to be submitted to the County's Risk Management Administrator. Each invoice shall be accompanied by an itemized statement listing:
 - 1. the date of service
 - 2. the candidate's/employee's name
 - 3. the type of examination, service, or test performed
 - 4. the amount charged for each examination, service, or test

All invoices shall include a description of the work effort covered for that period. Failure to include the description of work with the invoice may result in rejection of the invoice. Payment shall be made within thirty (30) calendar days of receipt of invoices for services satisfactorily rendered and approved by the County.

X. EXTRA WORK:

- A. The Contractor shall include an hourly rate quotation for each classification of employee to be used on this project. This hourly rate shall include all costs such as actual payroll, subsistence, travel, profit and incidentals. In the event that extra work becomes necessary on this project, the County's Health & Human Services Director shall furnish to the Contractor a detailed description of all work to be performed and shall request that the Contractor establish a "lump sum" figure for the work.
- B. Upon the determination of a mutually agreed upon "lump sum" cost, the Contractor shall proceed with the work and shall invoice the County on a monthly basis for all work satisfactorily completed during that period. Payment will be made within thirty (30) calendar days of receipt of an invoice as approved by the County's Director of Health & Human Services.
- C. If a "lump sum" amount for the extra work cannot be agreed upon, the County's Director of Health & Human Services shall have the right to have the work performed by others or shall have the right to require the Contractor to perform the work on a Force Account basis.

XI. INSURANCE REQUIREMENTS:

- A. The successful Contractor must show prior to the execution of the Agreement and as required by the County during the term of the contract evidence of appropriate insurance as outlined in the attached copy (Attachment No. 6) of the Washington County Policy – *Insurance Requirements for Independent Contractors*. The WCVFRA shall also be named as an additional insured.
- B. Professional Liability – The successful Contractor must also show prior to the execution of the Agreement and as required by the County during the term of the contract evidence of professional liability insurance coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate.
- C. Certificates of Insurance shall be provided as required at no additional cost to the County.

XII. LIQUIDATED DAMAGES:

Contract performance shall be monitored by the County Human Resources Department for services rendered to/on the County employees. Contract performance shall be monitored by the President or his designee of the WCVFRA for services rendered to/on WCVFRA personnel. Failure to meet any required criteria, at any time, shall result in the Contractor being responsible for the Liquidated Damages outlined herein. A letter shall be forwarded to the Contractor by Certified Mail stating the infraction and allowing the Contractor forty-eight (48) hours to come into compliance. A one-time charge of Liquidated Damages in the amount of Two Hundred (\$200.00) Dollars shall be assessed on any non-compliance item that cannot be retroactively corrected. Should the Contractor fail to perform as specified in this RFP, it is understood that the County shall deduct from any outstanding invoice an amount equal to One Hundred Fifty (\$150.00) Dollars per calendar day until such time as the proper work is performed in accordance with the resulting contract. As evidenced by submitting a proposal, it is understood that this is not a penalty, but is, in fact, a liquidated damage.

XIII. GENERAL REQUIREMENTS:

- A. Licenses: The Contractor shall be properly licensed to do business in the State of Maryland. The Contractor shall submit a photocopy of the current license of anyone who will be performing the services requested.
- B. No files (open or closed) or historical data shall be destroyed or transferred without prior notification and approval by the County.
- C. The County reserves the right to take custody of the files and/or make copies of any information deemed appropriate.
- D. The Contractor's services and contracts shall be in full compliance with all applicable federal, state and local regulations or standards, regardless of whether or not they are referred to herein.

XIV. USE OF EXISTING DOCUMENTS:

The County will cooperate to the fullest extent in making available information that currently exists in relation to these services. The County makes no warranty as to the accuracy of the existing information nor will the County accept any responsibility for errors and omissions that may arise as a result of the Contractor having relied upon them.

XV. PRE-PROPOSAL CONFERENCE:

A Pre-Proposal Conference will be held at **11:00 A.M. (EDST), Wednesday, April 18, 2018** in the Second Floor Conference Room No. 2001 of the Washington County Administration Complex, 100 West Washington Street, Hagerstown, Maryland. While attendance at this conference is not mandatory, it is strongly encouraged.

XVI. TERMS AND CONDITIONS:

- A. The County reserves the right to reject any or all proposals or to award the contract to the next recommended Contractor if the successful Contractor does not execute a contract within fifteen (15) calendar days after notice of award of the contract.
- B. The County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- C. The selected Contractor will be required to enter into a contract agreement with the County. (See Attachment No. 1 for proposed Agreement). Any agreement or contract resulting from the acceptance of a proposal shall be on forms approved by the County and shall contain, as a minimum, applicable provisions of the request for proposal. The County reserves the right to reject any agreement that does not conform to the request for proposal and any County requirements for agreements and contracts.
- D. The Contractor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
- E. No reports, information or data given to or prepared by the Contractor under the contract shall be made available to any individual or organization by the Contractor without the prior written approval of the County.
- F. Contractors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the County under the Access to Public Records Act, State Government Article 10, Subtitle 6, Annotated Code of Maryland.
- G. The County reserves the right to not hold discussions after award of the contract.
- H. By submitting a proposal, the Contractor agrees that he is satisfied, as a result of his own investigations of the conditions set forth in this request, that he fully understands his obligations.

- I. Effective October 1, 1993, in compliance with Section 1-106(b)(3) of the Code of the Public Local Laws of Washington County, Maryland, "If a bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the bidder's bid."
- J. The Contractor shall abide by and comply with the true intent of the RFP and its Scope of Work and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the scope of services, as decided by the County, and as described herein.
- K. **Political Contribution Disclosure:** In accordance with Maryland Code, State Finance and Procurement Article, §17-402, the Bidder shall comply with Maryland Code, Election Law Article, Title 14, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
- L. All work shall be done in accordance with Washington County standards and those of any State or Federal agencies having jurisdiction.
- M. All contractual issues that may arise and financial transactions for the WCVFRA personnel will be conducted separately with that entity.

XVII. FUNDING:

If the County fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the County's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The County shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

XVIII. AWARD:

- A. The contract will be awarded to the Contractor whose proposal, conforming to this request, will be the most advantageous to the County.
- B. It is expected that the contract award will be made within sixty (60) calendar days after the receipt of Q & E/Technical and Price Proposals from Contractors that were determined to be qualified.

XIX. PROPOSALS:

- A. Proposals received prior to the deadline will be treated as confidential. Proposals received after the deadline will not be considered in the evaluation process and will be returned unopened if the proposer's name and return address are shown on the envelope.
- B. Proposals must give the full name and address of proposer, and the person signing the proposal should indicate his/her title and/or authority to bind the firm in a contract.
- C. Proposals cannot be altered or amended after they are opened.
- D. Price Proposals that accompany Q & E/Technical Proposal submittals that are determined to be unacceptable to the Coordinating Committee will be returned unopened to the Contractor.
- E. The approval or disapproval of Contractors will be determined by their response to this request and on past performance. No assumptions should be made on the part of the Contractor as to this Committee's prior knowledge of his abilities.
- F. Any proposal may be withdrawn up until the date and time set herein for the deadline for receipt of proposals. Any proposal not withdrawn prior to this deadline shall constitute an irrevocable offer, for a period of ninety (90) calendar days, to provide the County the services set forth above.

XX. INTERPRETATIONS, DISCREPANCIES AND OMISSIONS:

It is the Contractor's responsibility to become familiar with all information provided in this package and any other information considered necessary to make a proposal. Should any Contractor find discrepancies, in, or omissions from the documents or be in doubt of their meaning, he should at once request in writing an interpretation from: Rick F. Curry, CPPO, Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Room 3200, Hagerstown, Maryland 21740, fax 240-313-2331; or send questions in Microsoft Word platform via-email to purchasingquestions@washco-md.net

All necessary interpretations will be issued to all Contractors in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Failure of any Contractor to receive any such addendum or interpretation shall not relieve such Contractor from any obligation under his proposal as submitted. The County shall assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS SHALL NOT BE BINDING ON THE COUNTY.** **Requests received after 4:00 P.M. (EDST), Wednesday, April 25, 2018 may not be considered.** Every interpretation made by the County shall be made in the form of an addendum that, if issued, will be issued by the Director of Purchasing to all interested parties.

XXI. SUBMITTAL INSTRUCTIONS:

As a minimum, your *Q&E/Technical* submittal shall include the following **(DO NOT INCLUDE ANY PRICE FIGURES IN THE Q & E/TECHNICAL PROPOSAL OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.)**:

- A. In support of the overall objectives, all responding Medical Facilities must respond, at a minimum, to the following inquiries. Please list responses by the corresponding number.
1. Describe your firm's experience in the Occupational Health and Medical Services area especially in providing employee physical examinations and other services, as well as services for emergency fire and rescue services personnel as required herein.
 2. A narrative describing the Contractor's overall approach to the services. This narrative should clearly identify special or unique features of the services to be provided and their anticipated approach.
 3. An organizational chart containing all assigned staff.
 4. The names and resumes of key personnel who will be directly involved with providing these services on a day-to-day basis (i.e., the composition of key staff assigned, their qualifications and experience). Clearly identify their responsibilities.
 5. Describe the qualifications of the personnel that will be assigned to the contract, if awarded to your firm, including at a minimum those personnel listed below.
 - a. Medical Director
 - b. Physician(s)
 - c. Registered Nurse(s) and/or Licensed Practical Nurse(s)
 - d. Nurse Practitioner/Physician Assistant (if applicable)
 - e. Lab Technician/analyzer
 - f. Office Manager
 6. Describe the facility including the physical environment, testing area, etc.
 7. Describe the services that are provided on site.
 8. List any services that will be provided off-site and include where these services will be provided.
 9. Indicate the hours that the facility will be open to walk-in employees.
 10. Indicate how you will accommodate after hours drug and alcohol testing.
 11. Indicate the amount of time needed for examination results to be released.
 12. Submit evidence of the past performance of the firm, including timely completion of services, compliance with scope of services, performance within budgetary limits and user satisfaction;

13. Summary of selected relevant services provided in the past five (5) years, including three (3) current clients. References must include the company name, telephone number, contact person, title, date(s) that the services were performed and description of contract. It is preferred, but not mandatory, that the references provided be jurisdictions similar to Washington County. Washington County reserves the right to contact any references.
14. Provide two (2) clients who are no longer using your services. Please include a contact person.
15. Licenses: Submit a photocopy of the current license of anyone who will be performing the services requested.
16. Any other information considered important to the conduct of this work.
17. Conclusion, remarks and/or supplemental information pertinent to this request.

The ***Price Proposal Portion*** of the proposal shall include the following information:

- A. The Proposal Form (Attachment No. 5) contained herein.
- B. Hourly rates for each classification of employee anticipated to be involved for these services. These hourly rates shall be used as the basis for compensation for extra work and shall include the Contractor's total costs for actual payroll, support, supervision, fringe benefits, overhead, travel, expenses, printing, profit and incidentals. The actual breakdown for these hourly rates is not required.
- C. The proposal must be accompanied by a fully executed Affidavit (Attachment No. 7) executed by the contractor, or in case the contractor is a corporation, by a duly authorized representative of the corporation, on the forms provided.
- D. Fully executed Government-Wide Debarment and Suspension Affidavit (Attachment No. 8) using the form provided herein.
- E. Conclusions, remarks and/or supplemental information pertinent to this request.

XXII. CONTRACTOR SELECTION PROCESS:

- A. This solicitation is issued pursuant to the implementation of Section 5 of the Washington County Procurement Policy Manual relative to Requests for Proposals (RFP) - Professional/Technical Services Selection that can be viewed at: <https://www.washco-md.net/wp-content/uploads/2017/07/ProcurementPolicy.pdf> and no proposal preparation expense will be paid by the County relative to any response to this solicitation.
- B. The Washington County Coordinating Committee will evaluate the proposals. The Coordinating Committee shall be comprised of the Washington County Director of Purchasing (Committee Chairman Designee), County Human Resources Director, County Risk Management Administrator, County Safety Compliance Administrator and a WCVFRA

- representative. The Coordinating Committee, based on responses to this request and on past performance, shall determine the approval or disapproval of Firms. No assumptions should be made on the part of the consultant as to the Coordinating Committee's prior knowledge of the consultant's abilities. Failure to provide the required information will result in disqualification of that firm.
- C. Since it is the County's desire to select the most qualified firm, the Coordinating Committee reserves the right to schedule oral presentations with and/or a presentation by the firms whose proposals are considered to have merit if such interviews are considered by the Coordinating Committee to be necessary to the selection process and in the best interest of the County, to take place within ten (10) business days following notification.
- D. Selection criteria to be used by the Committee are:
1. Responsiveness to the scope of services and instructions to firms;
 2. Past performance of the firm including timely completion of services, compliance with scope of services performed within budgetary limitations, and user satisfaction;
 3. Specialized experience and technical competence in performing similar services in the past five (5) years, including qualifications of staff members who will be involved;
 4. Oral presentations, if required;
 5. Composition of the principles and staff assigned to the performance of these services, particularly the proposed manager and immediate staff, and their qualifications and experience with relevant services such as that being proposed;
 6. Adequacy of the personnel of the firm to accomplish the proposed scope of work in the required time;
 7. Firms capacity to perform the services giving consideration to current workloads;
 8. Firm's familiarity with problems applicable to this type of service;
 9. References from previous clients, including size and scope of services, name and telephone number of contact person; and
 10. Price proposal.
- E. The Coordinating Committee shall be comprised of the Washington County Director of Purchasing (Committee Chairman Designee), County Human Resources Director, County Risk Management Administrator, County Safety Compliance Administrator and a WCVFRA representative.
- F. All work shall be done in accordance with Washington County standards and those of any State or Federal agencies having jurisdiction.

XXIII. SUBMITTALS:

If your firm is interested in performing the above services, please send five (5) copies of submittals of Qualifications and Experience (Q&E)/Technical Proposal information enclosed in a separately sealed opaque envelope marked “**Q & E/Technical Proposal –Physical Examination Services**”, and five (5) copies of the Price Proposal enclosed in a separately sealed opaque envelope marked “**Price Proposal – Physical Examination Services**”. Submittals are due into the Office of Rick F. Curry, CPPO, - Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland, 21740, no later than **4:00 P.M. (EDST), Wednesday, May 9, 2018**. The Washington County Coordinating Committee will evaluate the submittals. Failure to comply with providing the above-required information for the Committee's review may result in disqualification of that firm.

The Board of County Commissioners of Washington County reserves the right to accept or reject any and/or all proposals, to waive technicalities and to take whatever action is in the best interest of Washington County. The Board of County Commissioners of Washington County also reserves the right to reject the proposal of a firm who has previously failed to perform properly or complete on time contracts of a similar nature or a proposal of a firm which investigation shows is not in a position to perform the contract. Inquiries should be directed to Rick F. Curry, CPPO – Director of Purchasing 240-313-2330.

Sincerely,



Rick F. Curry, CPPO
Director of Purchasing

WASHINGTON COUNTY
COORDINATING COMMITTEE

RFC:mmm

Attachments (8)

cc: Coordinating Committee Members

**PUR-1381
AGREEMENT**

**BY AND BETWEEN
BOARD OF COUNTY COMMISSIONERS OF
WASHINGTON COUNTY, MARYLAND**

AND

This Agreement (hereinafter referred to as the "Agreement") is made this ____ day of _____, 2018, by and between the **Board of County Commissioners of Washington County, Maryland**, a body corporate and politic and a political subdivision of the State of Maryland (hereinafter referred to as the "County") and _____, a Maryland corporation, FIN# _____, Telephone No. _____ (hereinafter referred to as the "Contractor").

RECITALS

The County and the Contractor desire to enter into an agreement whereby the Contractor is to perform certain services for the County.

Both parties hereto wish to reduce their agreement and mutual obligations to writing.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, the parties agree as follows:

1. The Contractor hereby agrees to undertake the work efforts, generally and specifically defined within the County's Request for Proposal No. **PUR-1381** dated April 3, 2018 (hereinafter referred to as the "RFP") and the Contractor's Proposal dated _____, 2018 (hereinafter referred to as the "Contractor Proposal") which are attached hereto and are incorporated herein by reference and which contents are made a part hereof as if entirely stated herein, and are accepted as the definition of the services and obligations to be performed under the terms of this Agreement. The Contractor shall fully comply with and respond to all performance requirements, provisions, terms, restrictions, covenants and conditions contained in the RFP and any modifications made subsequent thereto, including any addendums forwarded to all bidders following the pre-proposal meeting. If there is conflict between the RFP and the Contractor's Proposal the terms of the RFP shall prevail.

2. The relationship of the Contractor and the County arising out of this Agreement shall be that of an independent contractor.

3. The Contractor shall be responsible for any loss, personal injury and/or damage that may be suffered as the result of the Contractor's negligence, or failure to perform the obligations of this Agreement; and the Contractor shall fully indemnify and hold the County harmless from any loss, cost, damages and other expenses suffered or incurred by the County by reason of the Contractor's negligence or failure to perform any of the said obligations contemplated herein. In addition, the Contractor shall, without additional

expense to the County, be responsible for complying with any and all applicable laws, codes, rules and regulations in connection with the services contemplated in this Agreement.

4. The Contractor shall not assign or transfer any interest or claim under this Agreement without the prior written consent of the County, and no contract or agreement shall be made by the Contractor with any other party for furnishing any of the work or services hereunder without the express prior written approval and consent of the County. However, the Director of Purchasing may make changes within the general scope of this Agreement in the work and service to be performed and this Agreement shall be modified in writing to reflect any equitable adjustment in the Contractor's cost or time required for performance related to such changes.

5. The performance of work and/or services under this Agreement may be terminated immediately upon written notice, in whole or in part, if the County determines, at its sole and absolute discretion, that such action is in its best interest. The County shall be liable only for payment for work performed or furnished prior to the effective date of such termination. Any dispute concerning a question of fact arising under this Agreement, which is not disposed of by agreement, shall be decided by the County Director of Purchasing. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with performance of the Agreement.

6. The term of this Agreement is for a one (1) year period beginning upon the date of this Agreement and ending June 30, 2019, with the option by the County to renew said Agreement for four (4) consecutive one (1) year periods.

7. The Contractor certifies that it has read and understood the provisions of the Washington County purchasing guidelines dealing with conflicts of interest, and that it further certifies, represents and warrants to the County that there is no current conflict of interest and that the Contractor shall refrain from any such conflict of interest for the duration of this Agreement.

8. The Contractor hereby represents and warrants:

A. That it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.

B. That it is not in arrears with respect to the payment of any monies due and owing the County, or any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not go into arrears during the term of this Agreement.

C. That it shall comply with all Federal, State and local laws, ordinances, and rules and regulations, including but not limited to all provisions of the Health Insurance Portability and Accountability Act ("HIPAA") and all Privacy Regulations promulgated by the United States Department of Health and Human Services to implement HIPAA, applicable to its activities and obligations under this Agreement.

D. That it shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any, necessary to the performance of its obligations under this Agreement.

In addition to any other remedy available to the County, breach of any of subparagraphs A through D of this Section shall, at the election of the County, be grounds for termination as provided for herein, provided, however, that failure of the County to terminate this Agreement shall not be considered or construed as a waiver of such breach nor as a waiver of any rights or remedies granted or available to the County.

9. The parties hereby expressly certify that consent to the execution of this Agreement has not been obtained by duress, fraud, or undue influence of any person; that each party has had the opportunity for advice of counsel in the execution of this instrument. No representations of fact have been made by either party to the other except as herein expressly set forth; and this Agreement contains the entire understanding of the parties.

10. The parties hereto expressly covenant that they will execute such other and further documents and assurances as may be necessary to affect the promises and purposes of this Agreement.

11. If any provision of this Agreement shall be found to be invalid or void, it shall not affect or impair the remaining provisions which can be given effect without the invalid or void part.

12. This Agreement may be executed in one or more counterparts, each of which, when considered together, shall constitute the original Agreement.

13. This Agreement shall be binding upon, and inure to the benefit of, the parties, their respective heirs, personal and legal representatives, guardians, successors, and assigns, and all persons claiming by or through them.

14. This Agreement contains the entire agreement among the parties and supersedes all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein, and no amendment or modification of this Agreement is valid unless the same is in writing and signed by each party to this Agreement.

15. The warranties, covenants, and agreements herein contained shall survive the execution and consummation of this Agreement, and shall continue until the applicable statute of limitations shall have barred any claims thereon.

16. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver or future enforcement of that provision or any provision of this Agreement.

17. This Agreement was made and entered into in the State of Maryland and shall be governed, construed and interpreted in accordance with the laws of the State of Maryland.

18. This Agreement shall become effective only upon execution of it by all of the parties.

19. This Agreement may be transmitted electronically or digitally. Execution of this Agreement by affixing or reproducing any signature hereon by an electronic or digital method shall be considered as if the parties hereto manually executed same with a pen upon paper.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered the day and year first above written.

CONTRACTOR

ATTEST:

BY: _____ (SEAL)

Title & Name

Printed: _____

COUNTY

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

_____(SEAL)

Vicki C. Lumm, Clerk

Terry L. Baker, President

Recommended for approval:

Stephanie Stone,
Director, Health & Human Services

Approved for Legal Sufficiency

John M. Martirano
County Attorney

**PROPOSED MEDICAL SELECTION GUIDELINES
(POTENTIALLY DISQUALIFYING CONDITIONS)**

SECTION ONE - EYES AND VISION

1.1 VISUAL ACUITY

All candidates must have binocular vision. Corrected vision shall be at least 20/30 (Snellen) in the weaker eye and shall be for both eyes together. The uncorrected standard shall not be worse than 20/100 (Snellen) in the weaker eye. corrected to 20/20

As an advisory, if corrective frames are used then it is recommended that athletic head straps be used to prevent their being dislodged. Furthermore, if corrective lenses of any sort are used, a second pair should be readily available to the officer while on duty.

Examples of Relevant Essential Tasks:

- 1) Use of Deadly Force
- 2) Low Light Searches
- 3) High Speed Vehicle Operation
- 4) Read moving license plates
- 5) Process crime scenes

1.2 VISUAL ACUITY - COLOR VISION

Partial color blindness may be a basis for disqualification and should be noted for further examination/evaluation. However, total color blindness is grounds for withdrawal of a conditional offer of employment.

If available, the Ishihara Test (24 Plate Edition) may be used. - Correct reading of at least nine (9) of the first thirteen (13) plates is required. Recourse testing is available by means of the Farnsworth-Munsell 100-Hue Test or other comparable tests.

Examples of Relevant Essential Tasks:

- 1) Recognize colors of license plates/vehicles

performance of duty then the condition may not be excludable.)

Candidate must have a functional and therapeutic cardiac classification no greater than Heart Association Class 1A, i.e., Functional Capacity I: Patients with cardiac disease and no limitation of physical activity. Ordinary physical activity does not cause discomfort. Patients in this class do not have symptoms of cardiac insufficiency, nor do they experience anginal pain. Therapeutic Classification A: Patients with cardiac disease whose physical activity need not be restricted.

4.2 PERIPHERAL VASCULAR ABNORMALITY

Any condition which is severe and/or symptomatic may be excludable, e.g.

Vascular Insufficiency or its
Sequella
Thrombophlebitis
Reynaud's Disease

Examples of Relevant Essential Tasks:

- 1) Perform Numerous Physically Demanding Duties, e.g. Fight, Run, Pull, Carry, etc.
- 2) Endure Emotionally Stressful Circumstances, e.g. Domestic, Death Scene, Deadly Force, etc.
- 3) Exposure to Numerous Environmental Circumstances, e.g. Cold, Heat, etc.

THE EXAMINING PHYSICIAN IS TO NOTE ANY CONDITION(S) OR MEDICATION PROFILE(S) WHICH MAY INTERFERE WITH THE CANDIDATE'S ABILITY TO PERFORM THE ESSENTIAL TASKS OF THE JOB IN QUESTION. FURTHERMORE, ANY CONDITION WHICH REQUIRES CHRONIC USE OF ANTI-COAGULANTS IS DISQUALIFYING AND SHOULD BE NOTED.

SECTION FIVE - HEART AND CARDIOVASCULAR SYSTEM

If the candidate's functional work capacity is unimpaired, and, if there is no evidence of a direct threat to his/her health or safety, then the condition is non-excludable.

CANDIDATE'S ABILITY TO PERFORM THE ESSENTIAL TASKS OF THE
JOB IN QUESTION.

SECTION EIGHT - GENITOURINARY SYSTEM

8.1 PREGNANCY

State of pregnancy may affect person's immediate employability.

8.2 NEPHRECTOMY

If a candidate possesses this condition with normal renal function, then the condition is non-disqualifying.

8.3 ACUTE NEPHRITIS

8.4 NEPHROTIC SYNDROME

8.5 ACUTE OR CHRONIC RENAL/URINARY CALCULI

8.6 RENAL TRANSPLANT

8.7 RENAL FAILURE

8.8 HYDROCELE AND VARICOCELE (SYMPTOMATIC)

8.9 MALIGNANT DISEASES OF BLADDER, KIDNEY, URETER, CERVIX, OVARIES, BREASTS, PROSTATE, ETC.

8.10 GENITOURINARY TRACT INFECTIONS AND INFLAMMATORY DISEASES

8.11 POLYCYSTIC KIDNEY DISEASE

8.12 ENDOMETRIOSIS

Examples of Relevant Essential Tasks:

- 1) Perform Numerous Physically Demanding Duties, e.g. Fight, Run, Pull, Carry, etc.
- 2) Endure Emotionally Stressful Circumstances, e.g. Domestic, Death Scene, Deadly Force, etc.

SECTION TWELVE - NERVOUS SYSTEM

12.1 SEIZURE DISORDER (ALL TYPES)

Requires case-by-case review and waiver by qualified physician approved by the employer.

12.2 MOVEMENT DISORDERS, e.g. Parkinson's, Tremors, etc.

12.3 CEREBRAL ANEURYSMS

Requires case-by-case review and waiver by qualified physician approved by the employer.

12.4 SYNCOPE

12.5 PROGRESSIVE NEUROLOGICAL DISEASES

12.6 PERIPHERAL NERVE DISORDER

12.7 NARCOLEPSY

Requires case-by-case review and waiver by qualified physician approved by the employer.

12.8 CEREBRAL VASCULAR ACCIDENT

12.9 CENTRAL NERVOUS SYSTEM INFECTIONS

Examples of Relevant Essential Tasks:

- 1) Perform Numerous Physically Demanding Duties, e.g. Fight, Run, Pull, Carry, etc.
- 2) Endure Emotionally Stressful Circumstances, e.g. Domestic, Death Scene, Deadly Force, etc.
- 3) Endure Exposure to Numerous Environmental Circumstances e.g. Cold, Heat, etc.
- 4) Work Without Relief and Around the Clock.
- 5) Stand and/or Walk for Long Periods of Time.
- 6) Withstand Periods of Fatigue.

THE EXAMINING PHYSICIAN IS TO NOTE ANY CONDITION(S) OR MEDICATION PROFILE(S) WHICH MAY INTERFERE WITH THE CANDIDATE'S ABILITY TO PERFORM THE ESSENTIAL TASKS OF THE JOB IN QUESTION.

PRE-EMPLOYMENT PHYSICAL FITNESS SCREENING

The ADA provides that "an employer may give a physical agility test to determine physical qualifications necessary for certain jobs prior to making a job offer if it is simply an agility test and not a medical examination."* Moreover, if an employer uses such a test, he must be prepared to demonstrate the job-relatedness of the test and that the test is consistent with business necessity.

The ADA Technical Assistance Manual, furthermore, clarifies that an agility test does not involve medical examinations or diagnoses by a physician. However, an employer "can request the applicant's physician to respond to a very restricted inquiry which describes the specific agility test and asks: "Can this person safely perform this test?"

In light of the above and the necessity in community corrections that physical capacity to learn and perform essential tasks must be demonstrated, we devised a Pre-Employment Physical Fitness Screening Test. We did not devise a content-valid test because they tend to have adverse impact and do not predict actual performance very well.

Based on the significant work of the Cooper Institute for Aerobics Research, we propose the battery of screening elements which are contained on the following page. (A detailed discussion of this approach is included in the Appendix which may be distributed in aid of furthering the interests of Cooper Fitness Screening.) We recommend this process because its elements can accurately assess a candidate's trainability and do not tend to have an adverse impact. Failure in any one element is sufficient to exclude the person from proceeding any further in the selection process. The instruction titled "How to Prepare for the Tests" also follows below and should be distributed to applicants well before test administration. Nevertheless, if a person fails an element, retesting can be provided if it suits the employer.

Finally, prior to undergoing the test battery, the applicant must present signed the attached "Doctor's Certification of Fitness to Perform Fitness Test." Failure to do so must mean exclusion from the testing process.

* This may be replaced by doing push-ups for which other norms are available.

RELEVANCE OF TEST ITEMS TO ESSENTIAL TASKS

The four elements of the test battery are designed to establish physical capacity to participate in recruit level training and perform the essential tasks of entry-level law enforcement. They are not simulations but rather assessments of the candidate's capacity to learn and perform essential physical tasks.

The following represents the specific relationship between the test element and the essential task(s) which validate its use. (See Section G, H, I of the Job Description for additional, detailed task statements.)

SIT-UPS/MUSCULAR ENDURANCE

Essential Tasks:

Use of Force
Lifting, Carrying, Holding, Restraining
Running at Full Speed

FLEX/FLEXIBILITY

Essential Tasks:

Pursuit of suspects with obstacles and changes of direction
Lifting, Carrying, Holding, Restraining

BENCH/ABSOLUTE STRENGTH

Essential Tasks:

Lifting, Carrying Persons
Restraining Struggling Persons

1.5 MILE RUN/CARDIOVASCULAR CAPACITY

Essential Tasks:

Use of force beyond two minutes
Pursuit

SECTION FIFTEEN - DERMATOLOGICAL CONDITIONS

ANY DERMATOLOGICAL CONDITIONS WHICH IN THE OPINION OF THE EXAMINING PHYSICIAN MAY HINDER A CANDIDATE'S ABILITY TO PERFORM ESSENTIAL TASKS SHALL REQUIRE A CASE-BY-CASE EVALUATION.

Examples of Relevant Essential Tasks:

- 1) Perform Numerous Physically Demanding Duties, e.g. Fight, Run, Pull, Carry, etc.
- 2) Endure Emotionally Stressful Circumstances, e.g. Domestic, Death Scene, Deadly Force, etc.
- 3) Endure Exposure to Numerous Environmental Circumstances e.g. Cold, Heat, etc.
- 4) Work Without Relief and Around the Clock.
- 5) Stand and/or Walk for Long Periods of Time.
- 6) Withstand Periods of Fatigue.

SECTION SIXTEEN - ALLERGIC CONDITIONS AND THEIR MANIFESTATIONS

ANY ALLERGIC CONDITIONS WHICH IN THE OPINION OF THE EXAMINING PHYSICIAN MAY HINDER A CANDIDATE'S ABILITY TO PERFORM ESSENTIAL TASKS SHALL REQUIRE A CASE-BY-CASE EVALUATION.

Examples of Relevant Essential Tasks:

- 1) Perform Numerous Physically Demanding Duties, e.g. Fight, Run, Pull, Carry, etc.
- 2) Endure Emotionally Stressful Circumstances, e.g. Domestic, Death Scene, Deadly Force, etc.
- 3) Endure Exposure to Numerous Environmental Circumstances e.g. Cold, Heat, etc.
- 4) Work Without Relief and Around the Clock.
- 5) Stand and/or Walk for Long Periods of Time.
- 6) Withstand Periods of Fatigue.

- 2) Endure Emotionally Stressful Circumstances, e.g. Domestic, Death Scene, Deadly Force, etc.
- 3) Endure Exposure to Numerous Environmental Circumstances e.g. Cold, Heat, etc.
- 4) Work Without Relief and Around the Clock.

THE EXAMINING PHYSICIAN IS TO NOTE ANY CONDITION(S) OR MEDICATION PROFILE(S) WHICH MAY INTERFERE WITH THE CANDIDATE'S ABILITY TO PERFORM THE ESSENTIAL TASKS OF THE JOB IN QUESTION.

SECTION TEN - MUSCULOSKELETAL SYSTEM

- 10.1 DISORDERS THAT LIMIT MOTOR PERFORMANCE
- 10.2 CERVICAL SPINE OR LUMBOSACRAL FUSION
- 10.3 DEGENERATIVE CERVICAL OR LUMBAR DISC DISEASE (IF SYMPTOMATIC)
- 10.4 EXTREMITY AMPUTATION (Condition is excludable only if it hinders performance of essential tasks.)
- 10.5 OSTEOMYELITIS
- 10.6 MUSCULAR DYSTROPHY
- 10.7 LOSS IN MOTOR ABILITY FROM TENDON OR NERVE INJURY/SURGERY
- 10.8 ARTHRITIS

If a candidate possesses this condition with no functional impairment, then the condition is non-excludable.
- 10.9 COORDINATED BALANCE
- 10.10 SYMPTOMATIC HERNIATED DISC
- 10.11 SPINAL DEVIATIONS

THE EXAMINING PHYSICIAN IS TO NOTE ANY CONDITION(S) OR MEDICATION PROFILE(S) WHICH MAY INTERFERE WITH THE CANDIDATE'S ABILITY TO PERFORM THE ESSENTIAL TASKS OF THE JOB IN QUESTION.

SECTION SIX - RESPIRATORY SYSTEM

THE RESPIRATORY SYSTEM MUST BE FREE OF CHRONICALLY DISABLING CONDITIONS THAT WOULD INTERFERE WITH THE CANDIDATE'S ABILITY TO PERFORM ESSENTIAL TASKS.

- 6.1 INFECTIOUS OR POTENTIALLY INFECTIOUS PULMONARY TUBERCULOSIS AND/OR OTHER MYCOTIC DISEASES
- 6.2 CHRONIC OBSTRUCTIVE PULMONARY DISEASE OF ANY CAUSE
- 6.3 RESTRICTIVE LUNG DISEASES
- 6.4 PNEUMONECTOMY

Examples of Relevant Essential Tasks:

- 1) Perform Numerous Physically Demanding Duties, e.g. Fight, Run, Pull, Carry, etc.
- 2) Endure Emotionally Stressful Circumstances, e.g. Domestic, Death Scene, Deadly Force, etc.
- 3) Endure Exposure to Numerous Environmental Circumstances, e.g. Cold, Heat, etc.

THE EXAMINING PHYSICIAN IS TO NOTE ANY CONDITION(S) OR MEDICATION PROFILE(S) WHICH MAY INTERFERE WITH THE CANDIDATE'S ABILITY TO PERFORM THE ESSENTIAL TASKS OF THE JOB IN QUESTION.

SECTION SEVEN - GASTROINTESTINAL SYSTEM

7.1 COLITIS

Including by not limited to Crohn's Disease, Ulcerative Colitis, Irritable Bowel Syndrome (symptomatic or needing medication), Bacterial Colitis. If the candidate's condition is

SECTION TWO - EARS AND HEARING

2.1 HEARING ACUITY

The candidate must have unaided hearing in both ears sufficient to perform essential tasks without posing a direct threat to themselves or others. An acceptable test is a whispered conversation at 15 feet or, preferably, using an audiometer, the candidate should have no average loss of 25 or more decibels at the 500, 1000, 2000, and 3000 Hertz (Hz) levels in either ear with no single frequency loss in excess of 40.

2.2 OTITIS MEDIA, OTITIS EXTERNA, AND MASTOIDITIS

If the candidate meets Hearing Acuity guidelines and the condition is resolved or improving under adequate medical care, then the condition is non-disqualifying.

2.3 ANY INNER/MIDDLE/OUTER EAR DISORDER AFFECTING EQUILIBRIUM, E.G. MENIERE'S DISEASE OR SYNDROME

If the candidate has a history of persistent or recurrent vertigo, he or she must receive further evaluation and may be disqualified.

Examples of Relevant Essential Tasks:

- 1) Conduct Searches in Low Light or Dark
- 2) Use Deadly Force
- 3) Conduct High Risk Stops
- 4) Work with Loud Sounds from Multiple Directions
- 5) Operate Emergency Vehicles at High Speeds
- 6) Control Crowds, Domestic Conflict, etc.
- 7) Control Traffic, etc.

THE EXAMINING PHYSICIAN IS TO NOTE ANY CONDITION(S) OR MEDICATION PROFILE(S) WHICH MAY INTERFERE WITH THE CANDIDATE'S ABILITY TO PERFORM THE ESSENTIAL TASKS OF THE JOB IN QUESTION.

1. WCVFRA Physicals – Must be performed by or under the oversight of an occupational health care physician.
2. The timeliness of physicals is mandated by the Volunteer's age thus the number of physicals will vary each year depending on the relative ages of the responding volunteers. In 2018 there are 850 active responders.

Age 16 to 29 – one physical every 3 years - 37% of Responders
Age 30 to 39 – one physical every 2 years - 19% of Responders
Age 40 and above one physical each year - 44% of Responders
3. In addition, there are approximately 100 to 125 new recruits who need a physical each year. Some complete the training and some do not but all need a physical.
4. Approximately 20 - 30 new Cadet Students need a Physical each year.
5. There should average about 400 to 550 physicals each year with all responders needing a physical every 3rd year.
6. Approximately 12% of volunteers receive physicals from outside employment. These physicals are submitted to the vendor and recorded by the vendor and approved by the vendor to be in compliance. The vendor currently charges a lower fee to perform this function. However, not all outside employers give physicals in compliance with the above age groups therefore many physicals are given during intervening years. For Ex. The City of Hagerstown only gives physicals every other year and so the annual physicals are picked up by WCVFRA in alternate years for those over 40.
7. The Vendor keeps all Medical records pertaining to all physicals and charges a fee to perform that function. The vendor issues a statement of Medical recommendation for each physical to the volunteer and mails an additional copy to the volunteer. A copy may be provided to the WCVFRA with the billing information or as needed. All records shall be securely filed by the vendor and kept for the legally mandated time period. Members may get a copy of their records by appearing in person to the vendor and signing the provided medical releases.
8. A Purchase order for each physical required is issued by the WCVFRA and forwarded electronically to the vendor. The vendor also reports the completion of the physical back to WCVFRA electronically through software provided by WCVFRA and as part of the billing information.
9. Medical services must be provided Monday thru Friday during normal business hours with the possibility of date specifically scheduled evening or weekend hours upon request – a minimum number of physicals may be specified for an additional time period and additional vendor fees may apply.
10. After hours exposures or post-accident medical procedures shall be handled by the standard emergency room physicians or appropriate available providers but shall be followed up by the vendor for tracking, testing and monitoring.

11. In addition to the following physicals the following vaccines or tests may be administered either during the volunteer physical or by separate appointment depending upon the volunteer's medical requirements and past medical history.

Hepatitis B Vaccine

Hepatitis B titers (immunization check)

Hepatitis C testing

Annual PPD testing

Tetanus/Pertussis Vaccine (if out of date or never had it)

Tracking, testing, and monitoring follow-up of Blood Borne pathogen exposures.

MVA Post accident drug testing for any volunteer involved in an accident both blood and urine tests.

THERE ARE 2 LEVELS OF PHYSICALS

1. **Level I** – For those individuals not actively engaged in Firefighting and Emergency Medical Services patient care, but those providing auxiliary support near the active incident zone, such as Fire Police, Rehab Co. 255 Volunteers, Co. 25 Air Unit Volunteers, Photo team, Chaplains or others performing a similar support function who may respond to an incident.

Approximately 125

Physical Exam

Snellen Distance vision screen

Height

Weight

Blood Pressure

Audiogram

PPD

Lipid Profile

Urinalysis

EKG

A Stress Test, separately scheduled, may be given if the providing medical physician feels there is a medical need.

2. **Level II** – For those individuals actively engaged in Firefighting and Emergency Medical Services patient Care or Transport. (Also required to begin MFRI training for new recruits or to attend the WCVFRA High School Cadet Program)

Approximately 400

Physical Exam,
Snellen Distance Vision Screen
Spirometry
Height
Weight
Blood Pressure
Audiogram
PPD
Lipid Profile
CBC
Comprehensive Metabolic Profile
Urinalysis
EKG

A Stress Test, separately scheduled, may be given if the providing medical physician feels there is a medical need.

CXR (2 view) for members with history of positive PPD and no baseline record

3. In addition – Vender shall compile health statistics regarding boy mass indexes, distance vision acuity, blood pressure levels, smoking patterns, hearing acuity, age group characteristics, the number of members referred to primary care for follow up and chronic/congenital diseases, which may impact the ability of the Association as a whole to comply with any required standards. These statistics shall be gathered by the vendor staff and presented to the association at regular intervals. Occupational medicine physician would be available to consult with Association staff in evaluating this information to aid in projecting future programming to improve the health of volunteers and ongoing wellness program development.

SECTION I: TESTS FOR WASHINGTON COUNTY EMPLOYEES

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
1.b.	Pre-Placement Physical Testing <hr/> <div align="right">Dollars</div> <div align="center"><i>(Written)</i></div> <hr/> <div align="right">Cents</div> <div align="center"><i>(Written)</i></div>	85 each	\$ <hr/> <div align="center"><i>(figures)</i></div>	\$ <hr/> <div align="center"><i>(figures)</i></div>
2	Pre-Placement Physical (Including CDL requirements) <hr/> <div align="right">Dollars</div> <div align="center"><i>(Written)</i></div> <hr/> <div align="right">Cents</div> <div align="center"><i>(Written)</i></div>	45 each	\$ <hr/> <div align="center"><i>(figures)</i></div>	\$ <hr/> <div align="center"><i>(figures)</i></div>
3	Pre-Placement Physical (Sheriff uniformed officers) <hr/> <div align="right">Dollars</div> <div align="center"><i>(Written)</i></div> <hr/> <div align="right">Cents</div> <div align="center"><i>(Written)</i></div>	15 each	\$ <hr/> <div align="center"><i>(figures)</i></div>	\$ <hr/> <div align="center"><i>(figures)</i></div>

SECTION I: TESTS FOR WASHINGTON COUNTY EMPLOYEES				
Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
4	Pre-Placement Physical Fitness Screening (Sheriff uniformed officers) _____ Dollars <i>(Written)</i> _____ Cents <i>(Written)</i>	15 each	\$ _____ <i>(figures)</i>	\$ _____ <i>(figures)</i>
5	Pre-Placement/Annual Physical (Firefighter/Paramedic) _____ Dollars <i>(Written)</i> _____ Cents <i>(Written)</i>	20 each	\$ _____ <i>(figures)</i>	\$ _____ <i>(figures)</i>
6.a.	Pre-Placement/Annual Lab Testing (Firefighter/Paramedic) CBC _____ Dollars <i>(Written)</i> _____ Cents <i>(Written)</i>	20 each	\$ _____ <i>(figures)</i>	\$ _____ <i>(figures)</i>

SECTION I: TESTS FOR WASHINGTON COUNTY EMPLOYEES

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
6.b.	Pre-Placement/Annual Lab Testing (Firefighter/Paramedic) CMP <div>_____ Dollars</div> <div align="center"><i>(Written)</i></div> <div>_____ Cents</div> <div align="center"><i>(Written)</i></div>	20 each	<div>\$ _____</div> <div align="center"><i>(figures)</i></div>	<div>\$ _____</div> <div align="center"><i>(figures)</i></div>
6.c.	Pre-Placement/Annual Lab Testing (Firefighter/Paramedic) Lipid Panel <div>_____ Dollars</div> <div align="center"><i>(Written)</i></div> <div>_____ Cents</div> <div align="center"><i>(Written)</i></div>	20 each	<div>\$ _____</div> <div align="center"><i>(figures)</i></div>	<div>\$ _____</div> <div align="center"><i>(figures)</i></div>
6.d.	Pre-Placement/Annual Lab Testing (Firefighter/Paramedic) Urinalysis <div>_____ Dollars</div> <div align="center"><i>(Written)</i></div> <div>_____ Cents</div> <div align="center"><i>(Written)</i></div>	20 each	<div>\$ _____</div> <div align="center"><i>(figures)</i></div>	<div>\$ _____</div> <div align="center"><i>(figures)</i></div>

SECTION I: TESTS FOR WASHINGTON COUNTY EMPLOYEES

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
6.e.	Pre-Placement/Annual Lab Testing (Firefighter/Paramedic) PSA (males over 40) _____ Dollars <i>(Written)</i> _____ Cents <i>(Written)</i>	5 each	\$ _____ <i>(figures)</i>	\$ _____ <i>(figures)</i>
6.f.	Pre-Placement/Annual Lab Testing (Firefighter/Paramedic) Chest X-ray _____ Dollars <i>(Written)</i> _____ Cents <i>(Written)</i>	10 each	\$ _____ <i>(figures)</i>	\$ _____ <i>(figures)</i>
7	Drug and Alcohol Testing for CDL Holders and Safety Sensitive Positions _____ Dollars <i>(Written)</i> _____ Cents <i>(Written)</i>	20 each	\$ _____ <i>(figures)</i>	\$ _____ <i>(figures)</i>

SECTION I: TESTS FOR WASHINGTON COUNTY EMPLOYEES				
Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
8	DOT Pre-Employment Drug Test _____ Dollars <i>(Written)</i> _____ Cents <i>(Written)</i>	45 each	\$ _____ <i>(figures)</i>	\$ _____ <i>(figures)</i>
9	Non-DOT (Panel 8) Pre-Employment Drug Test _____ Dollars <i>(Written)</i> _____ Cents <i>(Written)</i>	75 each	\$ _____ <i>(figures)</i>	\$ _____ <i>(figures)</i>
10	DOT Examinations _____ Dollars <i>(Written)</i> _____ Cents <i>(Written)</i>	175 each	\$ _____ <i>(figures)</i>	\$ _____ <i>(figures)</i>

SECTION I: <u>TESTS FOR WASHINGTON COUNTY EMPLOYEES</u>				
Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
11	Fitness for Duty/Consultation Services _____ Dollars <i>(Written)</i> _____ Cents <i>(Written)</i>	10 each	\$ _____ <i>(figures)</i>	\$ _____ <i>(figures)</i>
12	Return to Work Examination _____ Dollars <i>(Written)</i> _____ Cents <i>(Written)</i>	10 each	\$ _____ <i>(figures)</i>	\$ _____ <i>(figures)</i>
13	Return to Work Drug Screen Test _____ Dollars <i>(Written)</i> _____ Cents <i>(Written)</i>	30 each	\$ _____ <i>(figures)</i>	\$ _____ <i>(figures)</i>

SECTION I: TESTS FOR WASHINGTON COUNTY EMPLOYEES

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
14	On the Job Injury – Office Visit <div>_____ Dollars</div> <div align="center"><i>(Written)</i></div> <div>_____ Cents</div> <div align="center"><i>(Written)</i></div>	75 each	<div>\$ _____</div> <div align="center"><i>(figures)</i></div>	<div>\$ _____</div> <div align="center"><i>(figures)</i></div>
15.a.	Hearing Test - Initial Baseline <div>_____ Dollars</div> <div align="center"><i>(Written)</i></div> <div>_____ Cents</div> <div align="center"><i>(Written)</i></div>	20 each	<div>\$ _____</div> <div align="center"><i>(figures)</i></div>	<div>\$ _____</div> <div align="center"><i>(figures)</i></div>
15.b.	Hearing Test – Annual Check <div>_____ Dollars</div> <div align="center"><i>(Written)</i></div> <div>_____ Cents</div> <div align="center"><i>(Written)</i></div>	50 each	<div>\$ _____</div> <div align="center"><i>(figures)</i></div>	<div>\$ _____</div> <div align="center"><i>(figures)</i></div>

SECTION I: TESTS FOR WASHINGTON COUNTY EMPLOYEES

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
16	Respiratory Clearance Exams <hr/> <div align="right">Dollars</div> <div align="center"><i>(Written)</i></div> <hr/> <div align="right">Cents</div> <div align="center"><i>(Written)</i></div>	10 each	\$ <hr/> <div align="center"><i>(figures)</i></div>	\$ <hr/> <div align="center"><i>(figures)</i></div>
17	Respiratory Annual Evaluation <hr/> <div align="right">Dollars</div> <div align="center"><i>(Written)</i></div> <hr/> <div align="right">Cents</div> <div align="center"><i>(Written)</i></div>	10 each	\$ <hr/> <div align="center"><i>(figures)</i></div>	\$ <hr/> <div align="center"><i>(figures)</i></div>
18	Spirometry Testing <hr/> <div align="right">Dollars</div> <div align="center"><i>(Written)</i></div> <hr/> <div align="right">Cents</div> <div align="center"><i>(Written)</i></div>	25 each	\$ <hr/> <div align="center"><i>(figures)</i></div>	\$ <hr/> <div align="center"><i>(figures)</i></div>

SECTION I: TESTS FOR WASHINGTON COUNTY EMPLOYEES

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
19	Hepatitis B Shots <hr/> <div align="right">Dollars</div> <div align="center"><i>(Written)</i></div> <hr/> <div align="right">Cents</div> <div align="center"><i>(Written)</i></div>	40 each	\$ <hr/> <div align="center"><i>(figures)</i></div>	\$ <hr/> <div align="center"><i>(figures)</i></div>
20	Hepatitis A Shots <hr/> <div align="right">Dollars</div> <div align="center"><i>(Written)</i></div> <hr/> <div align="right">Cents</div> <div align="center"><i>(Written)</i></div>	40 each	\$ <hr/> <div align="center"><i>(figures)</i></div>	\$ <hr/> <div align="center"><i>(figures)</i></div>
21	TB Testing <hr/> <div align="right">Dollars</div> <div align="center"><i>(Written)</i></div> <hr/> <div align="right">Cents</div> <div align="center"><i>(Written)</i></div>	150 each	\$ <hr/> <div align="center"><i>(figures)</i></div>	\$ <hr/> <div align="center"><i>(figures)</i></div>

SECTION I: TESTS FOR WASHINGTON COUNTY EMPLOYEES

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
22	Flu Shots (Including H1N1 strand) <hr/> <div align="right">Dollars</div> <div align="center"><i>(Written)</i></div> <hr/> <div align="right">Cents</div> <div align="center"><i>(Written)</i></div>	450 each	\$ <hr/> <div align="center"><i>(figures)</i></div>	\$ <hr/> <div align="center"><i>(figures)</i></div>
23	Lead Blood Test <hr/> <div align="right">Dollars</div> <div align="center"><i>(Written)</i></div> <hr/> <div align="right">Cents</div> <div align="center"><i>(Written)</i></div>	5 each	\$ <hr/> <div align="center"><i>(figures)</i></div>	\$ <hr/> <div align="center"><i>(figures)</i></div>
24	Heavy Metals, Urine Test <hr/> <div align="right">Dollars</div> <div align="center"><i>(Written)</i></div> <hr/> <div align="right">Cents</div> <div align="center"><i>(Written)</i></div>	5 each	\$ <hr/> <div align="center"><i>(figures)</i></div>	\$ <hr/> <div align="center"><i>(figures)</i></div>

SECTION I: TESTS FOR WASHINGTON COUNTY EMPLOYEES

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
25	EKG (for Firefighter/Paramedic) <hr/> <div align="right">Dollars</div> <div align="center"><i>(Written)</i></div> <hr/> <div align="right">Cents</div> <div align="center"><i>(Written)</i></div>	15 each	\$ <hr/> <div align="center"><i>(figures)</i></div>	\$ <hr/> <div align="center"><i>(figures)</i></div>
26	Stress test (Firefighter/Paramedic over age 40) <hr/> <div align="right">Dollars</div> <div align="center"><i>(Written)</i></div> <hr/> <div align="right">Cents</div> <div align="center"><i>(Written)</i></div>	5 each	\$ <hr/> <div align="center"><i>(figures)</i></div>	\$ <hr/> <div align="center"><i>(figures)</i></div>
27	OSHA Questionnaires (Firefighter/Paramedic providers) <hr/> <div align="right">Dollars</div> <div align="center"><i>(Written)</i></div> <hr/> <div align="right">Cents</div> <div align="center"><i>(Written)</i></div>	15 each	\$ <hr/> <div align="center"><i>(figures)</i></div>	\$ <hr/> <div align="center"><i>(figures)</i></div>

SECTION I: TESTS FOR WASHINGTON COUNTY EMPLOYEES

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
28	Hepatitis B Surface Antibody <hr/> <div align="right">Dollars</div> <div align="center"><i>(Written)</i></div> <hr/> <div align="right">Cents</div> <div align="center"><i>(Written)</i></div>	5 each	\$ <hr/> <div align="center"><i>(figures)</i></div>	\$ <hr/> <div align="center"><i>(figures)</i></div>
29	Hepatitis A & B Combination Shots <hr/> <div align="right">Dollars</div> <div align="center"><i>(Written)</i></div> <hr/> <div align="right">Cents</div> <div align="center"><i>(Written)</i></div>	15 each	\$ <hr/> <div align="center"><i>(figures)</i></div>	\$ <hr/> <div align="center"><i>(figures)</i></div>
30	Tetanus/Diptheria Shots <hr/> <div align="right">Dollars</div> <div align="center"><i>(Written)</i></div> <hr/> <div align="right">Cents</div> <div align="center"><i>(Written)</i></div>	5 each	\$ <hr/> <div align="center"><i>(figures)</i></div>	\$ <hr/> <div align="center"><i>(figures)</i></div>

SECTION I: TESTS FOR WASHINGTON COUNTY EMPLOYEES

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
31	Blood Sugar Finger Stick <hr/> <div align="right">Dollars</div> <div align="center"><i>(Written)</i></div> <hr/> <div align="right">Cents</div> <div align="center"><i>(Written)</i></div>	5 each	\$ <hr/> <div align="center"><i>(figures)</i></div>	\$ <hr/> <div align="center"><i>(figures)</i></div>
32	Per member FTA Random Drug & Alcohol Consortium Fee <hr/> <div align="right">Dollars</div> <div align="center"><i>(Written)</i></div> <hr/> <div align="right">Cents</div> <div align="center"><i>(Written)</i></div>	50 each	\$ <hr/> <div align="center"><i>(figures)</i></div>	\$ <hr/> <div align="center"><i>(figures)</i></div>
33	Per member DOT Random Drug & Alcohol Consortium Fee <hr/> <div align="right">Dollars</div> <div align="center"><i>(Written)</i></div> <hr/> <div align="right">Cents</div> <div align="center"><i>(Written)</i></div>	150 each	\$ <hr/> <div align="center"><i>(figures)</i></div>	\$ <hr/> <div align="center"><i>(figures)</i></div>

SECTION I: TESTS FOR WASHINGTON COUNTY EMPLOYEES

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
34	Per member Safety-Sensitive (Sheriff's Office) Random Drug & Alcohol Consortium Fee <div>_____ Dollars</div> <div align="center"><i>(Written)</i></div> <div>_____ Cents</div> <div align="center"><i>(Written)</i></div>	110 each	<div>\$ _____</div> <div align="center"><i>(figures)</i></div>	<div>\$ _____</div> <div align="center"><i>(figures)</i></div>
35	Per member Safety-Sensitive (Sheriff's Office) Random Drug & Alcohol Consortium Fee <div>_____ Dollars</div> <div align="center"><i>(Written)</i></div> <div>_____ Cents</div> <div align="center"><i>(Written)</i></div>	250 each	<div>\$ _____</div> <div align="center"><i>(figures)</i></div>	<div>\$ _____</div> <div align="center"><i>(figures)</i></div>
36	Per member FAA Random Drug & Alcohol Consortium Fee <div>_____ Dollars</div> <div align="center"><i>(Written)</i></div> <div>_____ Cents</div> <div align="center"><i>(Written)</i></div>	20 each	<div>\$ _____</div> <div align="center"><i>(figures)</i></div>	<div>\$ _____</div> <div align="center"><i>(figures)</i></div>

SECTION I: TESTS FOR WASHINGTON COUNTY EMPLOYEES

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
37	Per member (new) Non-DOT Random Drug Consortium Fee <div>_____ Dollars</div> <div align="center"><i>(Written)</i></div> <div>_____ Cents</div> <div align="center"><i>(Written)</i></div>	20 each	<div>\$ _____</div> <div align="center"><i>(figures)</i></div>	<div>\$ _____</div> <div align="center"><i>(figures)</i></div>

SECTION II: TESTS FOR WASHINGTON COUNTY VOLUNTEER FIRE & RESCUE ASSOCIATION PERSONNEL

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
1	Fire and Rescue Physical Level I _____ Dollars <i>(Written)</i> _____ Cents <i>(Written)</i>	125 each	\$ _____ <i>(figures)</i>	\$ _____ <i>(figures)</i>
2	Fire and Rescue Physical Level II _____ Dollars <i>(Written)</i> _____ Cents <i>(Written)</i>	400 each	\$ _____ <i>(figures)</i>	\$ _____ <i>(figures)</i>
3	Return to Work Examination _____ Dollars <i>(Written)</i> _____ Cents <i>(Written)</i>	15 each	\$ _____ <i>(figures)</i>	\$ _____ <i>(figures)</i>

SECTION II: TESTS FOR WASHINGTON COUNTY VOLUNTEER FIRE & RESCUE ASSOCIATION PERSONNEL

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
4	Spirometry Test <div>_____ Dollars</div> <div align="center"><i>(Written)</i></div> <div>_____ Cents</div> <div align="center"><i>(Written)</i></div>	400 each	\$ _____ <div align="center"><i>(figures)</i></div>	\$ _____ <div align="center"><i>(figures)</i></div>
5	Hepatitis B Shots <div>_____ Dollars</div> <div align="center"><i>(Written)</i></div> <div>_____ Cents</div> <div align="center"><i>(Written)</i></div>	100 each	\$ _____ <div align="center"><i>(figures)</i></div>	\$ _____ <div align="center"><i>(figures)</i></div>
6	EKG <div>_____ Dollars</div> <div align="center"><i>(Written)</i></div> <div>_____ Cents</div> <div align="center"><i>(Written)</i></div>	400 each	\$ _____ <div align="center"><i>(figures)</i></div>	\$ _____ <div align="center"><i>(figures)</i></div>

SECTION II: TESTS FOR WASHINGTON COUNTY VOLUNTEER FIRE & RESCUE ASSOCIATION PERSONNEL

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
7	Stress test <hr/> <div align="right">(Written) Dollars</div> <hr/> <div align="right">(Written) Cents</div>	5 each	\$ <hr/> <div align="center">(figures)</div>	\$ <hr/> <div align="center">(figures)</div>
8	OSHA Questionnaires (ALS providers) <hr/> <div align="right">(Written) Dollars</div> <hr/> <div align="right">(Written) Cents</div>	400 each	\$ <hr/> <div align="center">(figures)</div>	\$ <hr/> <div align="center">(figures)</div>
9	Hepatitis B Surface Antibody <hr/> <div align="right">(Written) Dollars</div> <hr/> <div align="right">(Written) Cents</div>	200 each	\$ <hr/> <div align="center">(figures)</div>	\$ <hr/> <div align="center">(figures)</div>

SECTION II: TESTS FOR WASHINGTON COUNTY VOLUNTEER FIRE & RESCUE ASSOCIATION PERSONNEL

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
10	Hepatitis C Test <hr/> <div align="right">(Written) Dollars</div> <hr/> <div align="right">(Written) Cents</div>	250 each	\$ <hr/> <div align="center">(figures)</div>	\$ <hr/> <div align="center">(figures)</div>
11	Annual PPD Test <hr/> <div align="right">(Written) Dollars</div> <hr/> <div align="right">(Written) Cents</div>	400 each	\$ <hr/> <div align="center">(figures)</div>	\$ <hr/> <div align="center">(figures)</div>
12	Hepatitis A & B Combination Shots <hr/> <div align="right">(Written) Dollars</div> <hr/> <div align="right">(Written) Cents</div>	150 each	\$ <hr/> <div align="center">(figures)</div>	\$ <hr/> <div align="center">(figures)</div>

SECTION II: TESTS FOR WASHINGTON COUNTY VOLUNTEER FIRE & RESCUE ASSOCIATION PERSONNEL

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
13	Tetanus/Diptheria/Pertussis (tdap) <hr/> <div align="right">Dollars</div> <div align="center"><i>(Written)</i></div> <hr/> <div align="right">Cents</div> <div align="center"><i>(Written)</i></div>	150 each	\$ <hr/> <div align="center"><i>(figures)</i></div>	\$ <hr/> <div align="center"><i>(figures)</i></div>
14	Fire/Rescue MVA Post-Vehicle Accident Blood Test and Urinalysis <hr/> <div align="right">Dollars</div> <div align="center"><i>(Written)</i></div> <hr/> <div align="right">Cents</div> <div align="center"><i>(Written)</i></div>	10 each	\$ <hr/> <div align="center"><i>(figures)</i></div>	\$ <hr/> <div align="center"><i>(figures)</i></div>
15	Fire/Rescue Tracking, testing, and monitoring follow-up of Blood Borne pathogen exposures that may be initially treated after hours at a medical facility <hr/> <div align="right">Dollars</div> <div align="center"><i>(Written)</i></div> <hr/> <div align="right">Cents</div> <div align="center"><i>(Written)</i></div>	80 each	\$ <hr/> <div align="center"><i>(figures)</i></div>	\$ <hr/> <div align="center"><i>(figures)</i></div>

SECTION II: TESTS FOR WASHINGTON COUNTY VOLUNTEER FIRE & RESCUE ASSOCIATION PERSONNEL

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
16	Fire/Rescue: Review of Outside Physical Exam _____ Dollars <i>(Written)</i> _____ Cents <i>(Written)</i>	65 each	\$ _____ <i>(figures)</i>	\$ _____ <i>(figures)</i>
TOTAL SUM PROPOSAL (Sections I and II) _____ Dollars <i>(Written)</i> _____ Cents <i>(Written)</i>			\$ _____ <i>(figures)</i>	

PROPOSER MUST SIGN HERE

By signing here, the firm does hereby attest that they have read fully the instructions, conditions and general provisions and understands them.

Firm Name: _____

Address: _____

Authorized Signature: _____

Name & Title Printed: _____

Telephone No.: _____ FAX No. _____

E-mail Address: _____

Date: _____ Federal Employer's Identification No. _____

EXCEPTIONS: Any exceptions taken to this Request for Proposal must be conveyed clearly, concisely, and completely in writing. Literature may be attached to support any exception, but shall not be considered by itself.

(If no exceptions are being taken, state NONE)

POLICY TITLE: Insurance Requirements for Independent Contractors

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS:

I. PURPOSE

To protect Washington County against liability, loss or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County.

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County."

1. **Workers Compensation:** The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation -	Statutory
Employers Liability -	\$100,000 (Each Accident)
	\$500,000 (Disease - Policy Limit)
	\$100,000 (Disease - Each Employee)

2. **Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name Washington County on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County.

2. **Comprehensive General Liability Insurance** (continued)

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury or Property Damage.

Certificate(s) of Insurance: The Contractor shall provide certificates of insurance requiring a 30 day notice of cancellation to the Insurance Department, Board of County Commissioners of Washington County prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

General Indemnity: The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date:	August 27, 1991
Effective Date:	August 27, 1991
Revision Date:	March 4, 1997
Effective Date:	March 4, 1997

**PUR-1381
WASHINGTON COUNTY, MARYLAND
PURCHASING DEPARTMENT
AFFIDAVIT**

(Must be completed, signed, and submitted with the Price Proposal.)

Contractor _____

Address _____

Telephone _____

I, _____, the undersigned, _____ of the above named
(Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this _____ day of _____, _____, that I hold the aforementioned office in the above
(Month) (Year)
named Contractor and I affirm the following:

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Washington County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Washington County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Washington County have been convicted within the past twelve (12) months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

DATE

SIGNATURE

COMPANY NAME PRINTED

PRINTED NAME

TITLE

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**Background and Applicability:**

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services, 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, Contractors, and Subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required, 49 CFR 29.300.

Grantees, Contractors, and Subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, Subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the *County*. If it is later determined that the Bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the *County*, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company Name: _____

Signature of Contractor's Authorized Official: _____

Printed Name of Contractor's Authorized Official: _____

Printed Title of Contractor's Authorized Official: _____

Date: _____

Government-Wide Debarment & Suspension – Attachment No. 8

Physical Examination Services

Washington County, Maryland

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