



REQUEST FOR PROPOSAL

CITY OF NAPLES
PURCHASING DIVISION
CITY HALL, 735 8TH STREET SOUTH
NAPLES, FL 34102
PH: 239-213-7100 FX: 239-213-7105

NOTIFICATION DATE:	TITLE	NUMBER:	OPENING DATE & TIME:
07/30/12	Occupational Medical Services	056-12	08/17/12 2:00 PM
PRE-PROPOSAL DATE, TIME AND LOCATION:			

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:	
MAILING ADDRESS:	
CITY-STATE-ZIP:	
PH:	EMAIL:
FX:	WEB ADDRESS:

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the proposer. In submitting a proposal to the City of Naples the proposer offers and agrees that if the proposal is accepted, the proposer will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the proposer.

AUTHORIZED SIGNATURE	DATE	PRINTED NAME/TITLE
Please initial by all that apply I acknowledge receipt of the following addendum _____ Addendum #1 _____ Addendum #2 _____ Addendum #3 _____ Addendum #4		

PLEASE NOTE THE FOLLOWING:

- > This page **must be completed and returned** with your proposal.
- > Proposals must be **submitted in a sealed envelope, marked with proposal number & closing date.**
- > Proposals received after the above closing date and time will not be accepted.
- > Proposal tabulations will be available on the City of Naples web site www.naplesgov.com

GENERAL CONDITIONS

TO INSURE ACCEPTANCE OF THE PROPOSAL, PLEASE FOLLOW THESE INSTRUCTIONS. ANY AND ALL SPECIAL CONDITIONS, ATTACHED HERETO, HAVE PRECEDENCE.

1. SEALED PROPOSAL: All proposals must be submitted in a sealed envelope. The face of the envelope shall contain the proposal name and proposal number. Proposals not submitted on attached proposal form shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

2. EXECUTION OF PROPOSAL: Proposal must contain a manual signature of authorized representative in the proposal section. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by proposer to his proposal must be initialed.

3. NO PROPOSAL: If not submitting a proposal, respond by returning the Statement of No Proposal and explain the reason in the spaces provided. Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the proposal mailing list. NOTE: To qualify as a respondent, proposer must submit a "NO PROPOSAL," and it must be received no later than the stated proposal opening date and hour.

4. PROPOSAL OPENING: Shall be public, on the date and at the time specified on the proposal form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered. Offers by telegram; telephone; or fax are not acceptable. Proposal files may be examined during normal working hours.

5. WITHDRAWAL OF PROPOSALS: Withdrawal of a proposal within sixty (60) days after the opening of proposals is subject to suspension or debarment in accordance with Policy 7-4 for up to three years.

6. PRICES, TERMS and PAYMENT: Firm Prices shall be proposal and include all packing, handling, shipping charges and delivery to the destination shown herein. Proposer is encouraged to offer cash discount for prompt invoice payment. Terms of less than 20 days will not be considered.

A. TAXES: The City of Naples does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of City-owned real property.

B. MISTAKES: Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at proposer's risk. In case of mistake in extension, the unit price will govern.

C. CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this proposal shall be a new, current standard production model available at the time of this proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

D. SAFETY STANDARDS: Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.

E. UNDERWRITERS' LABORATORIES: Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and re-examination listing where such has been established.

F. PAYMENT: Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the proposal. Failure to follow these instructions may result in delay in processing

invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.

7. DELIVERY: Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.

8. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS: Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturer's name and number. Proposer shall submit with his proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The proposer shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the proposal form.

9. INTERPRETATIONS: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the proposal opening. Inquiries must reference the date of proposal opening and proposal number. Failure to comply with this condition will result in proposer waiving his right to dispute the proposal.

10. CONFLICT OF INTEREST: All proposal awards are subject to Section 2-973 Conflict of Interest, City of Naples Code of Ordinances, which states: *"No public officer or employee shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of or is doing business with the city; nor shall an officer or employee have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performance of his public duties or that would impede the full and faithful discharge of his public duties. Any member of the city council or any city officer or employee who willfully violates this section shall be guilty of malfeasance in office or position and shall forfeit his office or position. Violation of this section with the knowledge, express or implied, of the person or corporation contracting with or making a sale to the city shall render the contract or sale voidable by the city manager or the city council."*

11. AWARDS: As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received.

12. ADDITIONAL QUANTITIES: For a period not exceeding ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to but not exceeding those shown on proposal at the prices proposal in this invitation. If additional quantities are not acceptable, the proposal sheets must be noted "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY." (THIS PARAGRAPH DOES NOT APPLY FOR A TERM CONTRACT.)

13. SERVICE AND WARRANTY: Unless otherwise specified, the proposer shall define any warranty service and replacements that will be provided during and subsequent to this contract. Proposers must explain on an attached sheet to what extent warranty and service facilities are provided.

14. SAMPLES: Samples of items, when called for, must be furnished free of expense, on or before proposal opening time and date, and if not destroyed may, upon request, be returned at the proposer's expense. Each individual sample must be labeled with proposer's name, manufacturer's brand name and number, proposal number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your

proposal. If instructions are not received within this time, the commodities shall be disposed of by the City of Naples.

15. PROPOSAL PROTEST: The city has formal proposal protest procedures that are available on request.

16. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering

17. DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties.

18. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful proposer to notify the buyer at once, indicating in his letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City.

19. LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of Naples by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.

20. PATENTS AND ROYALTIES: The proposer, without exception, shall indemnify and save harmless the City of Naples and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Naples. If the proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

21. ADVERTISING: In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.

22. ASSIGNMENT: Any Purchase Order issued pursuant to this proposal invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the buyer.

23. LIABILITY: The supplier shall hold and save the City of Naples, its officers, agents, and employees harmless from liability of any kind in the performance of this contract.

24. PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

25. DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a

proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

26. COUNTY TAXES: No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the government of Collier County, Florida.

27. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES: The City of Naples encourages and agrees to the successful proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful proposer.

IF THIS PROPOSAL IS FOR A TERM CONTRACT, THE FOLLOWING CONDITIONS SHALL ALSO APPLY

28. ELIGIBLE USERS: All departments of the City of Naples are eligible to use this term contract. Such purchases shall be exempt from the competitive proposal requirements otherwise applying to their purchases.

29. PRICE ADJUSTMENTS: Any price decrease effectuated during the contract period by reason of market change shall be passed on to City of Naples. Price increases are not acceptable.

30. CANCELLATION: All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of contract. After that period, for the protection of both parties, this contract may be cancelled in whole or in part by either party by giving thirty (30) days prior written notice to the other party.

31. RENEWAL: The City of Naples reserves the option to renew the period of this contract, or any portion thereof for up to two (2) additional periods. Renewal of the contract period shall be by mutual agreement in writing.

32. ABNORMAL QUANTITIES: While it is not anticipated, should any unusual or abnormal requirements arise, the City reserves the right to solicit separate proposals thereon.

33. FISCAL NON-FUNDING CLAUSE: In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the contractor of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

IF THIS PROPOSAL IS FOR PERFORMING A SERVICE, THE FOLLOWING CONDITIONS SHALL ALSO APPLY

34. ALTERNATIVE PROPOSALS: Proposers offering service delivery methods other than those permitted by the scope of work may submit a separate envelope clearly marked "ALTERNATIVE PROPOSAL". Alternative proposals will be deemed non-responsive and will not be considered for award. All such responses will, however, be examined prior to award. Such examination may result in cancellation of all proposals received to permit rewriting the scope of work to include the alternative method, or the alternative method may be considered for future requirements of the City of Naples.

35. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns and transfers to the City of Naples all rights, titles and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by the City of Naples under said contract.

36. PROPOSER INVESTIGATIONS: Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City of Naples upon which the proposer will rely. If the proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the proposer from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

37. CERTIFICATES AND LICENSES: The Contractor, at time of proposal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the City of Naples and Collier County for this project pursuant to all applicable Federal, State and Local Laws, Statutes, Ordinances, and rules and regulations of any kind.

38. CHANGE IN SCOPE OF WORK: The City of Naples may order changes in the work consisting of additions, deletions or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract unless such changes or adjustments have been made by written amendment to the contract signed by the City of Naples and the contractor. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

39. CONTRACTOR PERSONNEL: The City of Naples shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the contractor. If the City reasonably rejects staff or subcontractors, the contractor must provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the contractor's employees and sub-contractors is the responsibility solely of the contractor.

40. COST REIMBURSEMENT: The contractor agrees that all incidental costs, including allowances for profit and tools of the trade, must be included in the proposal proposal rates. If an arrangement is made between the contractor and the City to reimburse the contractor for the cost of materials provided in the performance of the work, the contractor shall be reimbursed in the following manner: The City shall reimburse the contractor on completion and acceptance of each assigned job, only for those materials actually used in the performance of the work that is supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharge shall be added to the supplier's invoices or included in the contractor's invoice submitted to the City that would increase the dollar amount indicated on the supplier's invoice for the materials purchased for the assigned job.

41. EXCEPTIONS: Proposers taking exception to any part or section of the solicitation shall indicate such exceptions on the proposal form. Failure to indicate any exception will be interpreted as the proposer's intent to comply fully with the requirements as written. Conditional or qualified proposals, unless specifically allowed, shall be subject to rejection in whole or in part.

42. FAILURE TO DELIVER: In the event of the contractor to fail to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the contractor responsible for any resulting purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

43. FAILURE TO ENFORCE: Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

44. FORCE MAJEURE: The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions and acts of God beyond the control of the contractor, unless otherwise specified in the contract.

45. INDEPENDENT CONTRACTOR: The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of the City of Naples and the City of Naples shall be at no time legally responsible for any negligence or any wrongdoing by the contractor, its servants or agents. The City of Naples shall not withhold from the contract payments to the contractor any federal income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the City shall not provide to the contractor any insurance coverage or other benefits, including Workers' Compensation normally provided by the City for its employees.

46. ORAL STATEMENTS: No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Naples.

47. QUALIFICATIONS OF PROPOSERS: The proposer may be required, before the award of any contract, to show to the complete satisfaction of the City of Naples that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The proposer may also be required to give a past history and references in order to satisfy the City in regard to the proposer's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the proposer to perform the work, and the proposer shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, the proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the proposer's qualifications shall include:

- > The ability, capacity, skill and financial resources to perform the work or service.
- > The ability to perform the work service promptly or within the time specified, without delay.
- > The character, integrity, reputation, judgment, experience, and efficiency of the proposer.
- > The quality of performance of previous contracts or services.

48. QUALITY CONTROL: The contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.

49. RECOVERY OF MONEY: Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to the City, the same amount may be deducted from any sum due to the contractor under the contract or under any other contract between the contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the contractor.

50. REQUIREMENTS CONTRACT: During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the City for the period of the contract. The amount is only an estimate and the contractor understands and agrees that the City is under no obligation to the contractor to buy any amount of services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees that the City may require services in excess of the estimated annual contract amount and that the quantity actually used whether in excess of, or less than, the estimated annual contract amount and that the quantity actually used

shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

51. TERMINATION FOR CONVENIENCE: The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the contractor of a written notice of termination of at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of the receipt of the notice or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

52. TERMINATION FOR DEFAULT: The City of Naples reserves the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily the work required, as determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City shall give to the contractor at least seven (7) days written notice before the termination takes effect. The seven-day period will begin upon the mailing of notice by the City. If the contractor fails to cure the default within the seven (7) days specified in the notice and the contract is terminated for failure to perform satisfactorily, the contractor shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the contractor up to the date of termination that were accepted by the City prior to the termination. In the event the City terminates the contract because of the default of the contractor, the contractor shall be liable for all excess costs that the City is required to expend to complete the work under contract.

53. STATE AND FEDERAL EMPLOYMENT LAWS: Contractors providing service to the City are required to comply with all state and federal employment laws. This includes, but is not limited to, laws resulting from the Immigration and Reform and Control Act of 1986, wherein all employers are required to verify the identity and employment eligibility of all employees. The Department of Homeland Security, U.S. Citizenship and Immigration Services require employees and employers to complete Form I-9 and the employer must examine evidence of identity and employment eligibility within three business days of the date employment begins. Non compliant contractors will be subject to contract sanctions, up to and including contract termination.

54. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION: The contractor agrees to comply with Executive Order 12549 "Debarment and Suspension" and 2 CFR 180 "OMB Guidelines to Agencies on Government wide Debarment and Suspension." These rules require all contractors using federal funds not be debarred or suspended from doing business with the Federal Government. This includes sub-recipients and lower tier participant for covered transactions. Signing and submitting this document certified the organization and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, and further have not within the preceding three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction.

THE CITY OF NAPLES IS AN EQUAL OPPORTUNITY EMPLOYER

GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "These coverage's are primary to all other coverage's the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Naples
735 Eighth Street South
Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate.
No other format will be acceptable.

The Certificate must state the bid number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

STATEMENT OF NO PROPOSAL

If you will not be bidding on this product/service, please help us by completing and returning only this page to:

City of Naples, Purchasing Division
City Hall, 735 8th Street South
Naples, FL 34102
Fax 239-213-7105

Proposal # _____ and Description: _____

We, the undersigned, decline to proposal on the above project for the following reason(s):

- We are not able to respond to the Invitation to Proposal or Request for Proposals by the specified deadline.
- Our Company does not offer this product or service.
- Our current work schedule will not permit us to perform the required services.
- Specifications are incomplete or information is unclear (Please explain below).

Other (Please specify below)

Company Name _____ PH _____

Name and Title of individual completing this form:

(Printed Name) (Title)

(Signature) (Date)

REFERENCES

THIS SHEET MUST BE COMPLETED AND RETURNED WITH PROPOSAL

PROVIDE AT LEAST THREE REFERENCES FOR WHOM YOUR COMPANY HAS PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 2 YEARS.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

CONTACT E-MAIL ADDRESS: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

CONTACT E-MAIL ADDRESS: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

CONTACT E-MAIL ADDRESS: _____

SPECIAL CONDITIONS

A. TERMS OF CONTRACT

The resulting contract will commence on award and be in effect until completion of the project.

B. PROHIBITION OF CONTACT

Under no circumstances should any prospective organization or individual, or anyone acting for or on behalf of a prospective organization or individual, seek to influence or gain the support of any member of the City Council, public official or City staff favorable to the interest of any prospective organization or individual. Likewise, contact with City Council, any public official or city staff against the interests of other prospective organization (s) and or individual(s) is prohibited. Any such activities will result in the exclusion of the prospective organization or individual from consideration by the City.

C. PROPOSAL PERFORMANCE & PAYMENT BONDS

A Proposal Security Bond shall be submitted with the final proposal, if the total proposal is greater than \$125,000.00, in an amount equal to at least five percent (5%) of the total amount of the final proposal, or the equivalent in the form of a certified check or money order made payable to the City of Naples, Florida. Upon the award of the proposal to the successful proposer, both proposal performance bond and the payment bond will be required in the amount of one hundred percent (100%) of the price specified in the contract. **Also proof of insurance from the successful proposer is required at the time of award as well.**

D. QUESTIONS

Questions regarding this proposer packet must be received in writing in the Purchasing Division, **NO LATER THAN TEN CALENDAR DAYS PRIOR TO THE PROPOSAL CLOSING DATE TO ENSURE AN ANSWER IS PROVIDED PRIOR TO CLOSING.**

Direct all questions to:

Greg Givens, Grants and Procurement Coordinator

City of Naples, Purchasing Division

735 8th Street South

Naples, Florida 34102

PH: (239) 213-7100 FX: (239) 213-7105

ggivens@naplesgov.com

EVALUATION CRITERIA/AWARD PROCESS

A. EVALUATION CRITERIA:

The following criteria will be utilized in the evaluation of qualifications for each Proposer. Qualified Proposers may be considered for interviews. Proposers are required to address each evaluation criteria in the order listed and to be specific in presenting their qualifications.

- 1) Availability of services as outlined in “Scope of Services.” (25%)
- 2) Cost. (35%)
- 3) Physician and staff qualifications. (10%)
- 4) Geographic location. (5%)
- 5) Hours and Appointment Schedule. Include days of week and hours in which office is open; address length of notification, if any, required for an appointment and any applicable holiday closing schedule. (5%)
- 6) Demonstrated ability to provide test results within specified reasonable time period. (10%)
- 7) Ability for the physician to obtain coverage in the event of his or her planned or unplanned absence in order to avoid interruption in the level of service. (5%)
- 8) Type(s) and amount(s) of insurance in effect at the time of bid response. (5%)

B. SELECTION PROCEDURE:

- 1) At the City’s discretion, the City reserves the right to interview any or all proposers or waive the interview process and select from the submitted written proposals.
- 2) If the Committee chooses to conduct interviews, the purpose of such interviews shall be for the Committee to clarify information provided in the proposal. During such interviews, Proposers are encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project as well as alternative concepts.
- 3) At the conclusion of the interviews outlined herein, if conducted, the City shall select, in order of preference, Proposers whose overall qualifications are deemed most meritorious. Such determination shall be based upon: the evaluation factors published in the Request for Proposal (RFP).
- 4) Thereafter, negotiations shall then be conducted, beginning with the Proposer ranked first. If a contract that is deemed satisfactory to the City can be

negotiated at a price considered fair and reasonable, the award shall be made to that Proposer. Otherwise, negotiations with the Proposer ranked first shall be formally terminated and negotiations shall commence with the Proposer ranked second and so on until a contract can be negotiated at a fair and reasonable price.

C. REQUEST FOR PROPOSAL CHECKLIST:

Bidder should check off each of the following items as the necessary action is completed:

1. The Proposal has been signed.
2. Original and five (5) copies of Proposal have been submitted.
3. Any Documentation showing firm is a Certified Minority Business Enterprise.
4. Any required drawings; descriptive literature; questionnaire; pricing; and any information required of bidder, etc. have been included.
5. Any delivery information required is included.
6. Complete and include this form as the cover sheet to your proposal. Do not forget to have an authorized individual sign in the appropriate block.
7. Any addendum must have been acknowledged on the cover sheet.
8. The mailing envelope has been addressed to:

City of Naples
Purchasing Division
735 8th Street South
Naples, Florida 34102

9. The mailing envelope should be sealed and marked with:

RFP Number	056-12
RFP Title	Occupational Medical Services
Closing Date	August 17, 2012

The Proposal will be mailed or delivered in time to be received no later than the specified opening date and time. Any proposal received after this deadline will not be accepted.

ALL COURIER DELIVERED PROPOSALS SHOULD HAVE THE RFP NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

D. REFERENCES:

References will be reviewed or contacted at the discretion of the City. Typically, only references of the top ranked Proposer or Proposers who are short-listed will be contacted. The City reserves the right to request additional references as well as to contact references other than, and/or in addition to, those furnished by a Proposer.

BACKGROUND

- A. Occupational medical services have been provided by contract with Advanced Medical Center since April 1, 2004. The City of Naples desires the professional services of an occupational medical facility and its licensed physician(s) that possess all required physician (or facility) certifications and qualifications for providing a broad range of occupational health services. The City is looking for a long-term contract for stability and consistency in its occupational medical needs.

Based on past experience, the services shall be provided on an "as needed" basis as determined by the City and expected to include, but are not limited to, applicant pre-employment physicals and drug screens; annual physicals (such as DOT, HAZMAT, Firefighter and Police officers); periodic fitness for duty evaluations and reports; annual vaccinations/inoculations; workers' compensation (evaluation, treatment, management, and referral services) and medical file/record maintenance.

SCOPE OF SERVICES

- A. The City's occupational medical program is designed to minimize liability, assure the proper placement of applicants and employees relative to their physical capabilities, and promote the health and well being of employees.
- 1) The Proposer shall provide occupational medical services on an "as needed" basis as determined by the City.
 - 2) Proposer should provide a response to the services for which they can provide directly (not outsourced or subcontracted). Any services that can be provided on an outsourced or subcontracted basis should be responded to but *must* be denoted as "subcontracted." Any services that are not available by the Proposer should be marked "N/A." Failure to provide a response to an item shall be considered as "no response" by the City.

- 3) The quantities listed on the rate schedule are annual estimates; the City does not guarantee a specific quantity of work.
 - a) Administrative Responsibilities to be provided by the occupational medical services provider include, but are not limited to, the following:
 - Provide medical consultation to the City, as may be required.
 - Periodically review and update employee medical criteria.
 - Design forms and other documentation for use by City employees and departments in accordance with specific City needs and requirements.
 - Consult with designated City staff on medical results or progress of employees or candidates for employment on a daily basis.
 - Effectively maintain employee medical files.
 - Provide and maintain a billing system capable of recording, retrieving and reporting data by the following fields in a timely and effective fashion: patient's name; employee ID number; date of treatment; cost of services provided.
 - b) Pre-Employment Physical Services (which vary in scope depending on job classification)
 - c) Fitness for duty evaluations and reports.
 - d) DOT physicals.
 - e) Police and Firefighter annual physicals.
 - f) Pulmonary function tests for employees utilizing respirators.
 - g) Annual on-site flu vaccination program.
 - h) Hepatitis, TB and/or HIV occupational exposure testing, reporting, follow-up, and documentation.
 - i) Workers' compensation medical services – furnish reasonable and necessary medical care to City employees who incur on-the-job injuries or occupational diseases.
 - j) Responsible for keeping abreast of new occupational health regulations, testing methods, and industry trends, and keeping City staff informed regarding health matters potentially affecting City employees.
 - k) Other necessary medical services, as needed.

B. Reports and Records:

- 1) The successful Proposer shall maintain complete records on each individual examined/treated. All medical reports produced, generated or disseminated by the provider to the City shall be the sole property of the City and shall be in custody of the Contractor in order to maintain medical confidentiality. All reports and records may not be used or reproduced in any form without the express written consent of the City in advance. Access to such records and reports shall be granted only to the City of Naples City Manager, Human Resources Director, or their immediate designee, shall be made in writing, and shall include justifiable reasons for access request. Employees or applicants who have

requested a copy of any report or record must submit a written request to the City of Naples Human Resources Director in advance.

C. Invoicing:

The Proposer shall invoice the City on a monthly basis for all services rendered during the month. Billing shall reflect the patient's name, social security number, date of service, description of service performed and amount due. All invoices shall be broken down by category of testing (i.e. drug test, pre-employment physical, etc.). Prices cannot be increased during contract duration without at least a 60-day written notification with justification. Increases cannot be effective until the City responds positively or negatively with acceptance or denial. The City will provide within 30 calendar days and may require City Council approval.

Billing for Workers' Compensation medical services shall be directed to the City's workers' compensation carrier and/or third party claims administrator for processing. Applicable managed care network discounts will be applied, if any, and payment will be made pursuant to FS440.

D. Pricing:

The Proposer must provide a firm, fixed price for all services required. This price will provide a comprehensive occupational health program as outlined in the "Scope of Services" for the duration of the contract period.

*****This does not include Workers' Compensation medical services. Workers' Compensation medical services shall be billed according to the Florida Workers' Compensation fee schedule.***

E. Terms of Contract:

The resulting contract, if awarded, will commence on the date of the award by the City Council and be in effect for three (3) years.

F. Contract Renewal:

The City retains the right to renew this contract, with the consent of the selected Proposer for two additional one-year periods, based on satisfactory service. Renewals and/or extensions shall be based on experience and other considerations, with the opportunity to make mutual amendments at that time. Renewals shall be offered and accepted in writing by the provider and City. Any modification to rates proposed by the contractor must be proposed in writing with applicable justification noted and will not be considered accepted unless authorized in writing by the City of Naples. Rate modification may be subject to City Council approval.

G. Professional Fees and Charges:

The Proposer shall list all professional fees and charges for all services listed on the Rate Schedule

H. Qualifications of the Physician and Staff:

To fulfill the minimum requirements of the Occupational Medical Services contract, proposers are required to ensure the direct employment of:

- 1) A qualified occupational medicine physician licensed to practice medicine in the state of Florida, who will serve as the principal physician and act as the Medical Director to the City of Naples;
- 2) A qualified medical review officer (MRO);
- 3) Qualified staff physicians and specialists licensed to practice medicine or their specialty in the state of Florida to fulfill the requirements for medical care under this contract;
- 4) Qualified registered nurses, and other medical professional staff necessary to fulfill the scope of services requested herein, and;
- 5) Qualified staff dedicated to the City's account to act as general contact with appropriate City personnel in order to perform daily liaison and case management activities.

PROPOSER'S COMMENTS

A. PRE-PLACEMENT PHYSICAL EXAMINATIONS:

Physician or appropriately licensed and authorized designee shall be provided with the job description for each applicant to be evaluated. The physician shall review the job description in order to clarify the job's physical criteria and evaluate the candidate to determine the potential for successful performance.

1) Content:

Physician(s) shall perform a thorough physical examination of each patient. Standard tests may include, but are not limited to height and weight relative to body structure using appropriate tables, blood pressure/pulse, review of all body systems, extremities, skin, etc., vision/color vision examination, and hearing examination. A medical/family history questionnaire shall be completed for each patient. A description of the job for which the applicant will be performing will be provided to the physician. All information and exam results should be reviewed by physician and take into consideration when performing medical examination.

2) Type:

There are five (5) classifications of persons requiring pre-placement physical examinations: 1) general applicants, 2) safety sensitive (DOT) applicants, 3) fire fighters, please refer to Exhibit A, "Fire Fighter Medical Evaluations" 4) police officers, please refer to Exhibit B, "Police Officers Medical Examinations" and 5) seasonal/temporary applicants. The requirements for each classification are listed on the rate schedule below. See attached Fire Fighter Medical Evaluations and Police Officer Medical Examinations for further information.

B. ANNUAL PHYSICAL EXAMINATIONS:

There are two (2) groups of employee who may require annual physical examinations as outlined below. Safety sensitive positions may require a bi-annual physical exam as required under Federal DOT guidelines. Annual firefighter medical examinations may be required by collective bargaining agreement. See Exhibit A; Fire Fighter Medical Evaluations for details.

An updated medical/family history questionnaire shall be obtained from each employee and a job description, to be utilized by the physician during the examination process.

C. EMPLOYEE WELLNESS AND INOCULATIONS:

Services may include, but not be limited to, hepatitis A and/or hepatitis B inoculations, anti-body/titer to determine level of immunity, and conducting on-site flu vaccinations. Other services geared employee wellness, safety and health may be requested as needed.

D. FITNESS FOR DUTY EXAMINATION:

At the discretion of the City, employees may be referred to the occupational medical services provider for a Fitness for Duty examination to determine if an employee is fit for duty due to an illness/injury, extended period of absence or as determined by the City. This examination may include urinalysis, updated medical/family history questionnaire, review of medical records from other providers, peer to peer consultation with employee's primary care physician or other provider, and review of job description.

Fitness for duty examinations are for non-workers' compensation situations.

E. OTHER HEALTH SERVICES:

Occupational medical services provider shall provide the following services: (Indicate if inclusive or excludes MRO Services)

1) Drug Screens

General Applicant Post-offer/Pre-Employment (5 Panel)

Fire & Police Applicant Post-offer/Pre-Employment (8 Panel)

Non-DOT Post Accident/Reasonable Suspicion (Florida 5 Panel)

Police Officer Post-Accident/Reasonable Suspicion (Florida 8 Panel)

- 2) Antibody/Titer Tests for Hepatitis A, B, C and HIV
- 3) Pulmonary Function Test (Fire Fighter, Plant Operators and Utility Technicians)
- 4) Cardiac Stress Test (Fire Fighter)
- 5) Chest X-ray (Police Officer, Fire Fighter, Plant Operators and Utility Technicians)

CITY OF NAPLES
OCCUPATIONAL MEDICAL SERVICES
RFP RATE SCHEDULE

<u>SERVICE</u>	<u>ANNUAL EST. QTY</u>	<u>UNIT COST</u>
A. PRE-EMPLOYMENT PHYSICALS		
General Applicant <i>5 panel drug screen; nicotine; MRO; Basic physical including lumbar spine; no x-rays</i>	25	\$ _____
Public Works w/ potential for exposure to asbestos <i>5 panel drug screen; nicotine; MRO; Basic physical including lumbar spine, chest x-ray and spirometry</i>	20	\$ _____
Safety Sensitive/DOT Applicants <i>NIDA drug screen; nicotine; MRO; DOT physical; urinalysis; and lumbar x-ray</i>	15	\$ _____
Seasonal/Temporary Applicants <i>5 panel drug screen; nicotine; MRO</i>	35	\$ _____
Fire Fighter Applicants <i>8 panel drug screen; nicotine; MRO; physical per State requirements (see attached)</i>	8	\$ _____
Police Officer Applicants	6	\$ _____

8 panel drug screen; nicotine; MRO; physical per State requirements (see attached)

B. ANNUAL PHYSICAL EXAMINATIONS

Safety Sensitive Position Employees <i>Bi-annual physical exam as required under Federal DOT guidelines - including urinalysis</i>	10	\$ _____
Fire Fighters <i>Physical exam as mandated by collective bargaining agreement; including PSA</i>	12	\$ _____
<i>Above without PSA</i>	12	\$ _____

C. EMPLOYEE WELLNESS AND INNOCULATIONS

Flu Vaccinations	150	\$ _____
Tetanus Boosters	12	\$ _____
Hepatitis A Vaccinations (2 series)	25	\$ _____
Hepatitis B Vaccinations (3 series)	50	\$ _____

D. FITNESS FOR DUTY

<i>Physical examination (for non-workers' compensation); review job description</i>		
Basic	4	\$ _____
Intermediate	2	\$ _____
Complex	1	\$ _____

E. OTHER HEALTH SERVICES

Drug Screens		
Non-DOT Post Accident/RS (Fl. 5 panel + MRO)	5	\$ _____
Police Off. Post Accident/RS (8 panel + MRO)	5	\$ _____
Tuberculosis (TB Tyne)	10	\$ _____
Antibody/Titer		
Hep A	10	\$ _____
Hep B	20	\$ _____
Hep C	1	\$ _____
HIV	1	\$ _____
Pulmonary Function Test <i>Fire fighters, plant operators and utility Technicians</i>	20	\$ _____
Cardiac Stress Test (<i>Fire fighters</i>)	8	\$ _____
Chest X-ray (<i>police officer, fire fighter, plant operator and utility technicians</i>)	20	\$ _____

- F.** Physician must be available within one (1) business day to respond to inquiries from the individual patient as well as from the City concerning any tests performed.

PROPOSER'S COMMENTS (IF ANY): _____

- G.** Physician must be able to perform physical within five (5) business days from the date of request for appointment.

PROPOSER'S COMMENTS (IF ANY): _____

- H.** Test result notifications shall be provided to the City in an expeditious manner – not to exceed three (3) business days.

PROPOSER'S COMMENTS (IF ANY): _____

- I.** The physician will be required to make a justifiable recommendation as to the ability of the applicant and/or current employee, as applicable, to perform the duties required of the position, and assess current medical status relative to possible future problems.

PROPOSER'S COMMENTS (IF ANY): _____

- J.** Provider must possess capability for collection of urine samples, conduct alcohol tests, and perform fitness for duty physical evaluations in response to critical time frames of 24 hours or less for post accident and reasonable suspicion testing situations and other emergency or critical situations.

PROPOSER'S COMMENTS (IF ANY): _____

- M. Provider shall indicate ability to receive automated test results from a certified lab. Any lab utilized other than that which is in place and approved at the time of proposal must be disclosed to and approved by the City of Naples in advance.

PROPOSER'S COMMENTS (IF ANY): _____

- N. Provider must indicate ability to perform services on a 24-hour, 7 day a week basis. Otherwise, provide established hours of operation.

PROPOSER'S COMMENTS (IF ANY): _____

- O. Provider can be available to speak to employee groups on educational topics. If so, list topics.

PROPOSER'S COMMENTS (IF ANY): _____

IN ADDITION, PLEASE REVIEW EVALUATION CRITERIA/AWARD PROCESS TO ENSURE THAT ALL INFORMATION REQUESTED IS INCLUDED FOR THE COMMITTEE'S REVIEW.

EXHIBIT A

Fire Fighter Medical Evaluations

1. Medical History
2. Physical Examination including:
 - a) Vital Signs
 - b) Head, eyes, ears, nose and throat (HEENT)
 - c) Neck
 - d) Cardiovascular
 - e) Pulmonary
 - f) Breast
 - g) Gastrointestinal (including rectal exam for mass and occult bleeding)
 - h) Genitourinary (including pap, testicular exam and rectal exam for prostate mass)
 - i) Hernia
 - j) Lymph Nodes
 - k) Neurological
 - l) Musculoskeletal
 - m) Skin (including screening for various skin cancers)
 - n) Vision
3. Blood Tests including:
 - a) CBC with differential, RBC Indices and Morphology and Platelet Count
 - b) Electrolytes (Na, K, Cl, HCO₃ or CO₂)
 - c) Renal Functions (BUN, Creatine)
 - d) Glucose
 - e) Liver Function Tests (ALT, AST, Bilirubin, Alkaline Phosphate)
 - f) Total Cholesterol, HDL, LDL and Triglycerides
 - g) Prostate Specific Antigen (PSA) for Male Fire Fighters over age 40 for those with positive family history or of African-American heritage or for all Fire Fighters after age 50
4. Urinalysis screening for:
 - a) Glucose, Ketones, Leukocyte Esterase, Protein, Blood and Bilirubin
 - b) RBC, WBC and Crystals
 - c) Occupational Chemical Exposure
 - d) Illegal Drug Use
5. Vision Tests
6. Audiograms
7. Spirometry
8. Chest X-ray
9. Lumbar Spine X-ray
10. Electrocardiogram

EXHIBIT B

Police Officer Medical Examinations

1. Medical History
2. Physical Examination including:
 - a. Vital Signs
 - b. Head, eyes, ears, nose and throat (HEENT)
 - c. Neck
 - d. Cardiovascular
 - e. Pulmonary
 - f. Breast
 - g. Gastrointestinal (including rectal exam for mass and occult bleeding)
 - h. Genitourinary (including pap, testicular exam and rectal exam for prostate mass)
 - i. Hernia
 - j. Lymph Nodes
 - k. Neurological
 - l. Musculoskeletal
 - m. Skin (including screening for various skin cancers)
 - n. Vision
3. Blood Tests including:
 - a. CBC with differential, RBC Indices and Morphology and Platelet Count
 - b. Electrolytes (Na, K, Cl, HCO₃ or CO₂)
 - c. Renal Functions (BUN, Creatine)
 - d. Glucose
 - e. Liver Function Tests (ALT, AST, Bilirubin, Alkaline Phosphate)
4. Urinalysis screening for:
 - a) Glucose, Ketones, Leukocyte Esterase, Protein, Blood and Bilirubin
 - b) RBC, WBC and Crystals
 - c) Illegal Drug Use
5. Vision Test
6. Hearing Test (Whisper Voice)
7. Chest X-ray
8. Lumbar Spine X-ray
9. Electrocardiogram

EXHIBIT C

**ADVANCED MEDICAL CENTER
OCCUPATIONAL MEDICAL SERVICES**

Period	Medical Services	Workers' Compensation	TOTAL PER FY
FY06 - 07	\$73,060	\$27,527	\$100,587
FY07 - 08	\$46,350	\$39,827	\$86,177
FY08 - 09	\$44,322	\$32,958	\$77,280
FY09 - 10	\$37,610	\$40,743	\$78,353
FY10 - 11	\$46,039	\$18,988	\$65,027
FY11 - 12	\$33,964		\$33,964
TOTAL	\$281,345	\$160,043	\$441,388
<i>Annual Average (10/1/06 -9/30/11)</i>	<i>\$49,476</i>	<i>\$32,009</i>	<i>\$81,485</i>

EXHIBIT D

WORKERS' COMPENSATION CLAIMS

PERIOD	MEDICAL ONLY	LOST TIME	TOTAL
FY11-12	13	5	18
FY10-11	30	9	39
FY09-10	81	4	85
FY08-09	71	3	74
FY07-08	52	23	75