



KingCounty

**Finance and Business Operations Division
Procurement and Contracts Services Section
Department of Executive Services**

CNK-ES-0340 206-263-9400 Ph
3rd Floor 206-296-7676 Fax
401 5th Avenue TTY Relay: 771
SEATTLE, WA 98104 www.kingcounty.gov

CONTRACTOR:
US HEALTHWORKS MED GRP OF WA PC
6720 FORT DENT WAY STE 110

TUKWILA, WA 98188 United States
Fax: (206) 6784624

BILL TO:
KC DES FBOD ACCOUNTS PAYABLE
401 5TH AVE, CNK-ES-0320
SEATTLE, WA 98104

SHIP TO:
KC DES FBOD PCSS GOODS AND SERVICES
401 5TH AVE, CNK-ES-0340
SEATTLE, WA 98104

CONTRACT		
CONTRACT NO. 5850105	REVISION 0	PAGE 1 of 1
CREATION DATE 13-APR-2016	BUYER JORDAN JUNGNITZ	
DATE OF REVISION	BUYER	

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
2582	NET30DAYS	N/A	N/A	N/A	Telephone: (206) 707-6925

DESCRIPTION

Term Service Agreement

Furnish medical surveillance and physicals as requested by various authorized King County personnel, during the period April 1, 2016 through March 31, 2021, in accordance with King County ITB 1068-16 and the responding bid from U.S. HealthWorks Medical Group, both incorporated by reference as if fully set forth herein.

Estimated total contract value \$775,000.

Authorized Signature

Invitation to Bid



King County

Department of Executive Services
Finance and Business Operations Division
Procurement and Payables Section

206-263-9400

TTY Relay: 711

ADVERTISED DATE: MARCH 17, 2016

Invitation to Bid (ITB) Title: Medical Surveillance and Physicals

ITB Number: 1068-16-JRJ

Due Date: April 7, 2016 no later than 2:00 p.m.

Buyer: Jordan Jungnitz, jordan.jungnitz@kingcounty.gov, 206-263-9313

Alternate Buyer: Janet Harjo, janet.harjo@kingcounty.gov, 206-263-9286

Furnish medical surveillance and physicals as requested by King County personnel in accordance with the attached instructions, requirements and specifications.

TOTAL BID PRICE: \$ 151,979.00

NO PRE-BID CONFERENCE

Sealed Bids are hereby solicited and will only be received by:
King County Procurement Services Section
Chinook Building, 3rd Floor
401 Fifth Avenue
Seattle, WA 98104
Office Hours: 8:00 a.m. – 5:00 p.m.
Monday - Friday

BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW.

We acknowledge that all Addenda have been examined as part of the Contract documents. The submittal is signed by an authorized representative of the Bidder accepting all terms and conditions contained in the bid and any addenda. We acknowledge that attaching our terms and conditions or modifying the ITB terms and conditions may result in our bid being rejected.

Company Name

U.S. HealthWorks Medical Group

Address

6720 Fort Dent Way, Ste. 110

City/State /Postal Code

Tukwila, WA 98188

Signature

Print name and title

Linda LaMonte, Vice President of Sales

Email

Linda.LaMonte@ushworks.com

Phone

206-707-6925

Fax

661-678-4624

SCS/DBE Certification Number

Upon request, this Invitation to Bid will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities.

SECTION 1 Instruction to Bidders

1.1 Introduction

The purpose of this Invitation to Bid is to establish a contract to provide goods or services on an as-needed basis. Any quantities listed herein are for bidding purposes only and represent King County's estimated annual requirements. The County will be neither obligated nor restricted to the quantities or locations indicated.

1.2 Bid Submittal Procedure

The original and one (1) paper copy of this solicitation document as well as one (1) version of this solicitation document in PDF format and Attachment A - Pricing in Excel format on either a compact disk or flash drive shall be completed, signed and submitted. Failure to return the solicitation document may result in disqualification of the Bidder. The original shall be noted or stamped "original". Bids and modifications thereof shall be enclosed in a sealed envelope, with the "Bid Opening Label" completed and affixed.

Bidders are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable.

Sealed bids shall contain all required attachments and information and be submitted to King County (hereinafter "County") no later than the date, time and place stated on the front of this ITB or as amended. The bidder shall show the title and number, the due date specified, and the name and address of the bidder on the face of the envelope. Bidders are cautioned that failure to comply may result in non-acceptance of the bid. The Bidder accepts all risks of late delivery of mailed bids or of mis-delivery regardless of fault. Bids properly and timely submitted will be publicly opened.

Bids will only be accepted from Contractors able to complete the delivery of goods or services described in the specifications. Joint ventures shall submit one bid for the team, with accompanying proof of the joint venture agreement.

If a company chooses not to submit a bid, the County requests the company advise the Buyer by email if they desire to remain listed for the subject of this ITB and state reason they did not submit a bid.

1.3 Electronic Commerce and Correspondence

King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid, Requests for Proposal, and Requests for Qualifications as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at www.kingcounty.gov/procurement. Current bidding opportunities and information are available by accessing the "Solicitations" tab in the left hand column.

King County Procurement Services features an Online Vendor Registration (OVR) program that permits vendors, consultants and contractors to register their business with the County. This OVR system allows interested parties to either directly register their firm by creating a unique User ID, or to visit the website as a guest. Information regarding bid documents will be available to all users; however, site visitors accessing the site as a guest will not be able to document their interest in a project or add their name to the document holder's list. They will

receive no automatic notification of issued addenda. As such, the County encourages full registration in order to directly communicate with document holders regarding any issued addenda or other important information concerning the solicitation.

After submittals have been opened in public, the County will post a listing of the businesses submitting proposals, and later, any final award determination.

Full information on vendor registration is available at the website.

1.4 Alterations to Document

Any addition, limitation or provision made or attached to the bid may render it non-responsive and/or irregular and be cause for its rejection.

Bidders may be required to submit additional documents as part of the bid package. Any alteration of such documents by erasure or interlineations shall be explained or noted and initialed by the Bidder.

1.5 Late Bids

Bids, modifications of bids, and withdrawal of bids received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

1.6 Cancellation of ITB or Postponement of Bid Opening

The County reserves the right to cancel the ITB at any time.

The County may change the date and time for submitting bids prior to the date and time established for submittal.

1.7 Addenda

If at any time, the County changes, revises, deletes, clarifies, increases, or otherwise modifies the ITB, the County will issue a written Addendum to the ITB.

1.8 Questions and Interpretation of the ITB

No oral interpretations of the ITB will be made to any Bidder. All questions and any explanations must be requested in writing and directed to the Buyer no later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all bidders by an addendum.

Days, as referenced in this document, are calendar days unless otherwise specified.

Communications concerning this bid, with other than the listed Buyer may cause the Bidder to be disqualified.

1.9 Examination of Bid Documents

The submission of a bid shall constitute an acknowledgement upon which the County may rely that the Bidder has thoroughly examined and is familiar with the ITB, including any work site identified in the ITB, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services to be provided hereunder.

The failure of a Bidder to comply with above requirement shall in no way relieve the Bidder from any obligations with respect to its bid or to any Contract awarded pursuant to this ITB. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this ITB.

1.10 Modifications of Bid or Withdrawal of Bid Prior to Bid Due Date

Modifications or withdrawal of bids already received will be considered only if the requested modification or withdrawal is made prior to the scheduled closing time for the receipt of the bids. All modifications or withdrawals must be made in writing, over the signature of the Bidder.

1.11 Bid Withdrawal After Public Opening

Except for claims of error granted by the County, no Bidder may withdraw a bid after the date and time established for submitting bids, or before the award and execution of a Contract pursuant to this ITB, unless the award is delayed for a period exceeding the period for bid effectiveness.

Requests to withdraw a bid due to error must be submitted in writing along with supporting evidence for such claim for review by the county. Evidence must be delivered to the county within two (2) business days after request to withdraw. The County reserves the right to require additional records or information to evaluate the request. Any review by the County of a bid and/or any review of such a claim of error, including supporting evidence, creates no duty or liability on the County to discover any other bid error or mistake, and the sole liability for any bid error or mistake rests with the Bidder.

1.12 Cost of Bid and Samples

The County is not liable for any costs incurred by Bidder in the preparation and evaluation of bids submitted. Samples of items required must be submitted to the location and by the time specified. Unless otherwise specified, samples shall be submitted with no expense to the County. If not destroyed by testing, samples may be returned at the bidder's request and expense.

1.13 Collusion

By signing this bid, the Bidder certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If the County determines that collusion has occurred among Bidders, none of the bids from the participants of such collusion will be considered. The County's determination will be final.

1.14 Bid Effective Date

All bids submitted shall be a firm bid for a minimum period of 90 days after the bid opening date, unless otherwise stated in writing in the bid. The County may request a Bidder grant an extension of the bid effective period.

1.15 Bid Price and Tax

The bid price shall include everything necessary for the prosecution and completion of the Contract, except as may be provided otherwise in this ITB.

Bid Prices shall include all freight charges, FOB to the designated delivery point(s).

Taxes: Sales/use taxes and Federal excise taxes shall not be included in the bid price. The County shall pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State. The Bidder is cautioned that taxes may be a factor in evaluating the total cost of bid.

The County is exempt from Federal excise and Transportation taxes. All other government taxes, duties, fees, licenses, permits, royalties, assessments and charges shall be included in the bid price. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested, an exemption certificate will be furnished.

1.16 Protest Procedures

King County has a process in place for receiving protests based upon invitation to bid or contract awards. The protest procedures are available at <http://www.kingcounty.gov/depts/finance-business-operations/procurement/for-business/do-business/protest.aspx>.

SECTION 2 Bid Evaluation and Contract Award

2.1 Evaluation of Bids

Bids will be evaluated by the County to determine which bid, if any, may be deemed to be the low responsive bid from a responsible bidder, and should be accepted in the best interest of the County.

The King County Contracting Opportunities Program is incorporated in this ITB. The determination of lowest responsive, responsible bidder will include the application of the five percent (5%) incentive factor for Small Contractors and Suppliers (SCS).

King County may use prompt payment discount terms in evaluation of this ITB; however, discounts terms of less the twenty (20) days will not be considered. Minimum acceptable payment terms by the County without benefit of twenty (20) day discount will be net 30 days.

In the event of a discrepancy between the unit price and the extended amount for a bid item, the unit price will govern.

2.2 Responsive and Responsible

Responsive

The County will consider all the material submitted by the Bidder, and other evidence it may obtain otherwise, to determine whether the Bidder is in compliance with the terms and conditions set forth in this ITB.

Responsible

In determining the responsibility of the bidder, the County may consider the ability, capacity and skill to perform the Contract or provide the service required (inspection of the bidder's facility may be required prior to award); the character, integrity, reputation, judgment and efficiency; financial resources to perform the Contract properly and within the times specified; the quality and timeliness of performance on previous contracts with the County and other agencies, including, but not limited to, the effort necessarily expended by the County and other agencies in securing satisfactory performance and resolving claims; compliance with federal, state and local laws and ordinances relating to public contracts; other information having a bearing on the decision to award the Contract.

Failure of a bidder to be deemed responsible or responsive may result in the rejection of a bid.

2.3 Financial Resources and Auditing

If requested by the County, prior to the award of a contract, the bidder shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract.

King County reserves the right to audit the Contractor throughout the term of this contract to assure the Contractor's financial fitness to perform and comply with all terms and conditions contained within this contract. King County will be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this contract.

2.4 King County Contracting Opportunities Program

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Contractors and Suppliers (SCS) through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods or services. The Program is open to all SCS firms certified by King County's Business Development and Contract Compliance Office. To learn more about this program, or becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County Contracting Opportunities Program Web-site at www.kingcounty.gov/BDCC or contacting the Program office at 206-263-9734.

2.5 Substitutions

When specific brands, materials, design, style or size are named, such specifications may be construed to be shown solely for the purpose of indicating the standard of quality, performance or intended use.

Where indicated, brands of equal quality, performance and use may be considered by the county, provided the bidder submits with their bid the brand, model, product number and other data necessary for comparison. The county retains the sole right to accept or reject substitutions.

2.6 Forms Required Before Contract Award

The Bidder shall submit, within five (5) Days of notification from the County, the applicable documents, insurance, bonds, sworn statements, and other requirements prior to award. Failure by the Bidder to submit required documents may result in rejection of the bid.

- [Equal Benefit Declaration Form](#), if requesting alternative compliance
- [Internal Revenue Service Form KC W-9](#), if not provided to King County within the past two (2) years.
- **Certificate of Insurance and Endorsement** * – Have Insurance Agent e-mail to Buyer evidence of insurance from insurer(s) satisfactory to the county certifying to the coverage of insurance set forth in this ITB.

2.7 Rejection of Bids

The County reserves the right to reject any bid for any reason or to waive informalities and irregularities in bids.

In consideration for the County's review and evaluation of its bid, the Bidder waives and releases any claims against the County arising from any rejection of any or all bids, including any claim for costs incurred by Bidders in the preparation and presentation of bids submitted in response to this ITB. In addition, Bidders waive the costs of providing additional information requested.

2.8 Single Bid Receipt

If the County receives a single responsive, responsible bid, the County may request an extension of the bid acceptance period and/or conduct a price or cost analysis on such bid. The Bidder shall promptly provide all cost or pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single bid; the County reserves the right to reject such bid or any portion thereof.

2.9 Public Disclosure of Bids

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, Chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to King County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. King County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

2.10 Contract Award

Contract award, if any, will be made by the County to the low, responsive, responsible Bidder. The County will have no obligations until an award is made and an order placed with the Contractor. The County reserves the right to award one or more contracts as determined to be in the County's best interest. The County may accept any individual item, or group of items, or schedules of any bid, unless otherwise stated herein.

A written award mailed or otherwise furnished to a Contractor within the time for acceptance shall be a binding contract.

SECTION 3 Standard Contractual Terms and Conditions

3.1 Administration

This Contract is between the County and the Contractor who shall be responsible for providing the goods or services described herein. The County is not party to defining the division of work between the Contractor and its Subcontractors. The Contractor represents that it has or shall obtain all duly licensed or qualified personnel, materials and equipment required to perform work hereunder.

The Contractor's performance under this Contract may be monitored and reviewed by a Project Manager appointed by the County. Reports and data required to be provided by the Contractor shall be delivered to the Project Manager or Buyer. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this Contract shall be addressed to the Buyer or Project Manager for response.

3.2 Contract Amendments

No oral order or conduct by the County shall constitute a Contract Amendment. Contract Amendments shall only be effective upon written notification by the County. The County reserves the right to amend the contract to add or delete goods or services within the intended scope of this contract. This may include, but is not limited to approval of replacements for discontinued items, add items of like function, or similar in nature or purpose to the originally listed products; the provision of ancillary services in response to minor changes in County needs; extend the contract to include optional terms.

Cost or Price Analysis may be required by the County for the evaluation of contract modifications, terminations, revision to contract requirements or other circumstances as determined by the County.

3.3 Invoices and Payment

The Contractor shall submit properly certified invoices to King County. The invoice(s) shall contain the following information:

- Purchase Order/Contract Number
- Item Number(s)
- Description of supplies or services
- Quantities
- Unit prices
- Extended totals
- Discounts, if applicable

For services, identify specific deliverables, and/or hourly rates, hours worked, total hours or related fees.

The Contractor shall send the original invoice to the remit to address on the purchase order. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if the invoice is returned for credit or correction.

When a purchase order is issued against this Contract that has the potential for multiple or partial deliveries, a separate invoice shall be generated for each completed delivery accepted by the County.

Failure to comply with these requirements or to provide an invoice in conformance with the contract may delay payment.

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

King County will not be bound by prices contained in an invoice that are higher than those in the currently approved price list. If a price increase has not been accepted in writing by King County, the invoice may be rejected and returned to the Contractor for a correction.

3.4 Rejection of Goods Or Services

After award, the Buyer or authorized County representative shall have the option of rejecting or refusing delivery of any and all goods or services which are not in strict conformity with the requirements of the specification and the bid. All rejected goods or services shall be promptly replaced or re-performed and be subject to approval by the County. All replacement goods and services shall be provided at the Contractor's own expense.

3.5 Re-procurement Costs

When a Contractor fails to furnish goods or services in accordance with the terms of this Contract, and the County must purchase at a price greater than the contract price, the difference may be charged to the Contractor. The County may exercise this charge as a credit against invoices due the Contractor.

3.6 Termination For Convenience/Default/Non-appropriation

A. Termination for Convenience

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination ("Notice"), and except as directed by the County, the Contractor shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor will be paid its costs, including necessary and reasonable Contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All termination payment requests may be subject to Cost or Price Analysis to determine reasonableness and compliance with the Contract and applicable laws and regulations.

B. Termination for Default

If the Contractor does not deliver work in accordance with the Contract, or the Contractor fails to perform in the manner called for in the Contract, or the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

A Notice to Cure will be served on the Contractor by certified mail (return receipt requested) or a delivery service capable of providing a receipt. The Contractor shall have ten (10) Days from the date the Notice to Cure was served to cure the default or provide the County with a detailed written plan, which indicates the time and methods needed to bring the work into compliance and cure the default.

If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract. Termination shall occur by serving a Notice of Termination by certified mail (return receipt requested) or delivery service capable of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination.

The Contractor will only be paid for work delivered and Accepted, or work performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by or arising from such default. All termination payment requests are subject to Cost or Price Analysis to verify compliance with the Contract and applicable laws and regulations.

The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

1. If expected or actual funding is withdrawn, reduced or limited in any way prior to [Final Acceptance and/or Completion of the Project], the County may, upon written notice to the Contractor, terminate this Contract in whole or in part for lack of appropriation. Such termination shall be in addition to the County's rights to terminate for convenience or default. In the event of termination under this section the following shall apply:
 - a. Subject to subsection b., the County will be liable only for payment in accordance with the terms of this Contract for Work performed prior to the effective date of termination;
 - b. Payment, if any, associated with such termination shall not exceed the appropriation for the biennium in which termination occurs; and
 - c. The Contractor shall be released from any obligation to provide further Work under the Contract affected by the termination.
2. Notwithstanding Subsection 1, funding of this Contract beyond the current biennium is conditional upon the appropriation by the County Council of sufficient funds to support the Work described in this Contract. Otherwise, the Contract shall terminate on December 31 of the current biennium.

3.7 Force Majeure

The term force majeure shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event or any event cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default.

Whenever a force majeure event causes the Contractor to allocate limited resources between or among the Contractor's customers, the County shall receive no less priority in respect to such allocation than any of the Contractor's other customers.

3.8 Taxes, Licenses, and Certificate Requirements

This Contract and any of the work provided hereunder is contingent and expressly conditioned upon the ability of the Contractor to provide the specified goods or services consistent with applicable federal, state or local laws and regulations. If, for any reason, the Contractor's required compliances are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing.

The Contractor and subcontractor(s) shall maintain and be liable for all taxes (except sales/use taxes), fees, licenses, permits and costs as may be required by applicable federal, state or local laws and regulations as applicable to the work under this Contract.

3.9 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent the Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin 10-1-1 (AP). If assignment is approved, it shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

3.10 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the goods and/or services Provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to

such goods and/or services: shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event that the County incurs any judgment, award and/or cost including attorney's fees arising from the provisions of this subsection, or to enforce the provisions of this subsection, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor. In the event of litigation between the parties to enforce the rights under this subsection, reasonable attorney fees shall be allowed to the substantially prevailing party.

In the event the County incurs attorney fees and/or costs in the defense of claims under this provision such attorney fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

3.11 Applicable Law and Forum

Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract shall only be filed in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

3.12 Conflicts of Interest and Non-Competitive Practices

By entering into this Contract to perform work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not require any interest that conflicts in any manner or degree with the work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

By entering into this Contract to perform work, the Contractor represents that no Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities, in the form of entertainment, gifts or otherwise, were bided or given by the Contractor or any of its agents; employees or representatives, to any official, member or employee of the County or other governmental agency with a view

toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

3.13 Disputes, Claims and Appeals

The Contractor shall address questions or claims regarding the Contract in writing to the Buyer and Project Manager, within ten (10) Days of the date on which the Contractor knows or should know of the question or claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. No claim shall be allowed for any costs incurred more than ten (10) Days before the Contractor gives written notice, as required in this section. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager shall be a condition precedent to alternative dispute resolution or litigation.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgement of prejudice to the County.

3.14 Maintenance of Records/Audits

The Contractor shall maintain, and shall require any sub-contractor to maintain, accounts and records, including personnel, property, financial, and programmatic records and such other records as may be deemed necessary by the County to ensure proper accounting for all contract funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Contractor shall make such documents available to the County for inspection, copying, and auditing upon request.

All records referenced in this section shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.

The Contractor shall provide access to its facilities, including those of any sub-contractor, to the County, the State and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract.

The Contractor agrees to cooperate with County or its designee in the evaluation of the services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.56.

If the Contractor expended a total of \$500,000.00 or more in federal awards during its fiscal year, and is a non-profit organization, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted in accordance with OMB Circular A-133, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Government Audit Standards and OMB Circular A-133, as amended and as applicable. Contractors expending federal awards from more than one source shall be responsible for determining if the combined financial awards are equal to or greater than \$500,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal awards to the Contractor no later than nine (9) months subsequent to the end of the Contractor's fiscal year.

3.15 Other Public Agency Orders

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

If the contractor agrees to extend this contract to other governmental agencies, this contract is subject to an Administrative Fee (Fee) of 1% (.01). The Fee shall be based on total sales made to each governmental agency outside of King County's Departments, Divisions and Agencies, less sales tax, freight and any credits(s). The Fee shall be paid by the contractor, payable and remitted to King County Procurement and Contract Services Section not less than twice per year, on July 31st and January 31st for the first and second half of the year sales respectively. Fees submitted shall be accompanied by a sales report, reference the contract number, and show the total sales to other governmental agencies, excluding King County. The contractor shall not invoice the Fee to any contract user.

3.16 Environmentally Preferable Product Procurement Policy

Bidders able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Bidder and Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper. (Reference: KCC 18.20).

3.17 Industrial and Hazardous Waste

The Contractor shall comply with all applicable local ordinances, state and federal statutes, and supporting rules and regulations governing the discharge of industrial waste to public sewer, private sewer, or side sewer tributary to the metropolitan sewer system.

Contractor shall handle and dispose of all hazardous wastes in compliance with all applicable local, state and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and regulations of the Environmental Protection Agency and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.

3.18 Patents and Royalties

The Contractor is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any intellectual property that may be used in performing this Contract.

3.19 Supported Employment Program

The County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Contractors and Consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this Contract, please submit Documentation supporting this claim with your bid. If you have questions, or need additional information, please contact the Community and Human Services Division, Developmental Disabilities Division, 206-263-9061.

3.20 Nondiscrimination and Equal Employment Opportunity

- A. Nondiscrimination in Employment - During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.
- B. Equal Employment Opportunity Efforts - The Contractor will undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. The Contractor's equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.
- C. Nondiscrimination in Subcontracting Practices - During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractor and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

- D. Compliance with Laws and Regulations - The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. In addition, King County Code chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this contract. The Contractor shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.
- E. Small Contractors and Suppliers and Minority and Women Business Enterprises Opportunities. King County encourages the Contractor to utilize small businesses, including Small Contractors and Suppliers (SCS) and minority-owned and women-owned business enterprises certified by the Washington state Office of Minority and Women's Business Enterprises (OMWBE) in County contracts. The County encourages the Contractor to promote open competitive opportunities for small businesses, including SCS firms and minority-owned and women-owned business enterprises. Program information is available at www.kingcounty.gov/bdcc.
- F. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by contract and by applicable law.

3.21 Requirements of King County Equal Benefits Ordinance

In accordance with King County Ordinance 14823, as a condition of award of a contract valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners during the performance of this Contract. Absent authorization for delayed or alternative compliance as referenced below, failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When the contract is valued at \$25,000 or more, by signing the Contract/Bid Submittal the Contractor is indicating compliance with this requirement or with the terms of an authorization for delayed or alternate compliance.

Delayed Compliance: If a Contractor/Bidder is seeking authorization from King County Procurement and Payables Section to delay implementation of equal benefits due to a Collective Bargaining Agreement*, Open Enrollment* or internal Administrative* steps, an Equal Benefits Substantial Compliance Authorization Form must be attached to the Contract/Bid Submittal (CAP – Prior to Contract execution). The Substantial Compliance Authorization Form can be found at:

<http://www.kingcounty.gov/procurement/forms.aspx>

Alternative Compliance: If a Contractor/Bidder is seeking authorization from King County Procurement and Payables Section for alternative compliance with the requirements of the equal benefits ordinance, the Contractor/Bidder must complete and return an Equal Benefits

Substantial Compliance Authorization Form to King County. The Substantial Compliance Authorization Form can be found at:

<http://www.kingcounty.gov/depts/finance-business-operations/procurement/for-business/forms.aspx>

3.22 Requirements of King County Living Wage Ordinance

In accordance with King County Ordinance 17909, as a condition of award for contracts for services with an initial or amended value of \$100,000 or more, the Contractor agrees that it shall pay and require all Subcontractors to pay a living wage as described in the ordinance, to employees for each hour the employee performs a Measurable Amount of Work on this Contract. "Measurable Amount of Work" means a definitive allocation of an employee's time that can be attributed to work performed on a specific matter, but that is not less than a total of one hour in any one week period.

The requirements of the ordinance, including payment schedules, are detailed at <http://www.kingcounty.gov/depts/finance-business-operations/procurement/about-us/Living-Wage.aspx>

Violations of this requirement may result in disqualification of the Contractor from bidding on or being awarded a County contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Contract; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law.

3.23 Non-Waiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

3.24 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision shall be severed from the rest of this Contract. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain valid and binding.

3.25 Certification Regarding Debarment, Suspension and Other Responsibility Matters

Under King County Code 2.93.170, the King County Executive may debar a Consultant from consideration for award of contracts with the County for up to two years, and may suspend a Consultant from consideration for award of contracts with the County if there is probable cause for debarment for up to six months; for the following:

- A. A Conviction within the five years preceding commencement of the debarment or suspension for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- B. Conviction within the five years preceding commencement of the debarment or suspension under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that currently, seriously and directly affects responsibility as a consultant to the county;
- C. Conviction within the five years preceding commencement of the debarment or suspension under state or federal antitrust statutes arising out of the submission of bids or proposals;
- D. Violation of state wage payment laws;
- E. Violation of ethical standards set forth in contracts with the County;
- F. Violation of contract provisions, such as the following, of a character that is regarded by the Executive to be so serious as to justify debarment action:
 - 1. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract;
 - 2. Substantial failure to comply with commitments to and contractual requirement for participation by minority and women's business enterprises and equal employment opportunity; or
 - 3. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, though failure to perform or unsatisfactory performance caused by acts beyond the control of the Consultant shall not be considered to be a basis for debarment; or
- G. Any other cause that the Executive determines to be so serious and compelling as to affect responsibility as a Consultant to the county, including debarment by another governmental entity for any cause similar to those in this subsection;

The King County Executive may issue an Order of Suspension/Debarment under King County Code 2.93.170 and Executive Policies and Procedures CON 7-20(PR). Rights and remedies of the County under these provisions are besides other rights and remedies provided by law or under the Agreement.

3.26 Incorporation of Documents

The contract between the awarded bidder and King County shall include all documents mutually entered into at the time of contract award, specifically including the contract document, the solicitation, and the response to the solicitation. The contract must include, and be consistent with, the specifications and provisions stated in this solicitation. King County shall not be bound nor obligated to enter into or sign additional agreements and or documents other than those required by law.

SECTION 4 Specific Contractual Terms & Conditions

4.1 Contract Value

The estimated annual value of this contract is approximately \$160,000 King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

4.2 Contract Term

The term of this Contract will be five (5) years, subject to the termination clauses contained herein. King County reserves the right to extend the term if determined to be in the best interest of the County.

Contracts or purchase orders will be issued by the County. Contract amendments or change orders issued by the County may reflect modification(s) of contract terms, funding or other matters.

King County reserves the right to purchase the goods or services described herein from other sources. The Contractor does not have the exclusive right to fill all of the County's requirements for the goods or services awarded nor will the County be obligated to purchase the estimated annual quantity, or any quantity contained in this Contract.

4.3 Price Revisions

Prices shall remain firm for the duration of the Contract period. The Contractor may request price changes, and shall supply documentation satisfactory to King County such as changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price change(s). Reasonable price changes based on market conditions and price/cost analysis may be approved by King County.

King County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of King County. Requests for any such change are to be made in writing to the Buyer in the Procurement Services Division office. A written change order issued by the County will institute the price adjustment, provide the new prices and establish the effective date for the new prices.

The Contractor shall endeavor to give the King County Procurement Services Section thirty (30) days but not less than fourteen (14) days written notice prior to the effective date of the price increase. The County may cancel the contract if the price increase request is not approved.

All price reductions at the manufacturer's or distributor's level shall be reflected in a reduction of the contract price(s) to King County retroactive to the effective date of the price reductions.

4.4 Use Report

The Contractor shall, if requested, submit to the Buyer a report of sales made to King County under this Contract. The report, in a format acceptable to King County, shall identify the detail required by the Buyer, which may include but is not limited to, delivery location, the item description, whether it's a Contract or non-Contract item, quantity, price and discount.

4.5 Warranty

Contractor warrants that the Services shall in all material respects conform to the requirements of this Contract. Contractor warrants that qualified professional personnel with in-depth knowledge shall perform the Services in a timely and professional manner; and that the Services shall conform to the standards generally observed in the industry for similar Services. Contractor warrants that the Services shall be in compliance with all applicable laws, rules and regulations.

4.6 Warranty Remedies

The County shall give written notice of any defect to the Contractor. If the Contractor has not corrected defect within thirty (30) days after receiving the written notice, the County, in its sole discretion, may correct the defect itself. In the case of an emergency where the County believes delay could cause serious injury, loss or damage, the County may waive the written notice and correct the defect. In either case the County shall charge-back the cost for such warranty repair to the Contractor.

The Contractor is responsible for all costs of repair or replacement in order to restore the work to the applicable Contract requirements, including shipping charges, for work found defective within the warranty period, regardless of who actually corrects the defect.

4.7 Health Insurance Portability and Accountability Act (HIPAA)

The Health Insurance Portability and Accountability Act (HIPAA) of 1996, requires health information about an individual to remain secure and private. The Contractor shall comply with all HIPAA regulations in full. Information on this Act can be found at the Office of Civil Rights website: www.hhs.gov/ocr/hipaa/.

4.8 Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA)

Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King County is obligated to under Title II of the ADA, and Section 504 and shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this section shall be a material breach of, and grounds for the immediate termination of, this Contract.

The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16; and:

The Contractor shall not discriminate against persons with disabilities in providing the work under the Contract. In any subcontracts for the programs, activities and services under their Contract or agreement with the County, the Contractor shall include the requirement that the subcontract provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16, that the subcontractor shall not discriminate against persons with disabilities in

providing the work under the Contract and that the subcontractor shall provide that the County is a third party beneficiary to that required provision.

4.9 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit, which would accrue, to an employee under chapter 41.06 RCW or Title 51 RCW.

4.10 Non-Disclosure Obligation

Data provided by the County either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the County data in any form without the express written approval of the County.

While performing the work under this Contract, the Contractor may encounter personal information, licensed technology, Software, Documentation, drawings, schematics, manuals, data and other materials described as “Confidential”, “Proprietary” or “Business Secret”. The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third (3rd) party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third (3rd) party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County’s or the third (3rd) party’s confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

4.11 Insurance Requirements

Prior to the award of a contract, the Contractor shall obtain and maintain the minimum insurance set forth herein for the duration of this contract for itself and any subcontractor performing work. By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. The Contractor shall maintain limits and scope of insurance no less than:

General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit;

Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage;

Professional Liability, errors and Omissions: \$1,000,000 per Claim and in Aggregate;

Workers' Compensation: Statutory requirements of the state of residency;

Employers Liability Stop Gap: \$1,000,000

Except for Workers Compensation, the county, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Use the above exact language on the Endorsement Form. **The County requires this Endorsement to complete the Contract.**

SECTION 5 Technical Specifications/Scope of Work

5.1 Introduction

The intent of this Invitation to Bid is to establish a contractor to provide on-site and off-site medical surveillance and physicals on an as need basis, in accordance with the terms, conditions, and specifications defined herein. The contractor shall comply with all applicable medical industry safety standards, Federal, State, and local government safety codes, laws and regulations, relating to the medical surveillance examinations. All services shall be performed in the Contractor's facilities except as noted or otherwise approved by King County.

Various agencies within King County require different sets of the exams, diagnostics, x-rays, lab work and injections built into specific procedure groups based on employee classification. The Contractor shall work with the King County agencies to set up the specific medical procedure packages after contract award.

See Attachment A – Pricing for descriptions of specific services being requested. Bidders shall include all printed information available for these services.

5.2 Scope of Work

Medical surveillance examination and physicals shall include, but are not limited to, the following categories of services, which include Washington Administrative Code (WAC) and Code of Federal Regulations (CFR)

<u>Name of Examination/Test:</u>	<u>WAC or CFR Code:</u>
1. Respirator use examinations	WAC Code: 296-842-140
2. Asbestos medical examinations	WAC Code: 296-62-07725
3. Blood borne pathogens examinations	WAC Code: 296-823-160
4. Lead monitoring examinations	WAC Code: 296-62-07521(11)
5. Hazardous materials examinations	WAC Code: 296-843-210
6. Audiometric test	WAC Code: 296-817-400
7. Back strength and flexibility test	
8. X-rays examinations	
9. Health care professional's written opinions and reviews	
10. Pre-employment medical exams	
11. Cab operator physical exam	WAC Code: 296-24-23529 (4)
12. Immunizations	WAC Code: 296-823-130
13. TB skin test	
14. Annual DOT physical re-certification	CFR Code: 49 Part 391.41
15. Other medical services as required by King County	

King County employees and prospective employees shall be evaluated by the examining physician with respect to their present ability to perform a specific job classification. County job description shall be provided to the Contractor by the County's Program Administrators as required (See Exhibit 1 – Sample Job Analysis Form). The contractor agrees to review with reasonable diligence such materials and documents relating to the essential functions of the position, environment and work duties of County employees including, if and when available, other job analysis studies as King County may provide.

<http://www.kingcounty.gov/audience/employees/safety-claims/disability-services/job-analysis/analysis.aspx>

King County employees and prospective employees shall be reported as being medical released to perform for a particular job. Medical findings detailing limitations or restrictions shall be reported to County's Program Administrator by the examining physicians. If the examining physician determines that any of the examinations should be provided more frequently than specified, County shall provide such examinations to the affected employees at the frequencies specified by the physician.

When inconclusive results occur or impairment is found, which may interfere with the performance of a specific job, an opinion shall be required. That opinion shall include expected rate of progression of the impairment along with an outline of standard medical treatment, and/or suggest reasonable accommodation, and an estimate as to how and when the impairment may interfere with the specific job.

Results of the exam will be sent via **secure mail** to the Program Administrator within twenty-four (24) hours of **all** services being completed/rendered.

5.3 Optional Services

If King County requires other services not herein listed, but similar to the services within this bid, it may direct the contractor to do the additional work at a mutually agreed-upon lump sum or unit price. Performance of additional work without the prior express written consent of King County shall be at the contractor's sole expense.

5.4 Render a Second Opinion

The Contractor may be requested to render a second opinion for a variety of situations including worker's compensation when a candidate or employee is unable to successfully perform the requirements of the examination, etc. King County requires that the Contractor supply another physician, preferably board certified in occupational medicine. The specific specialty would vary according to the specific medical condition being reviewed: i.e., COPD, Epilepsy, and Hearing Impairment."

5.5 Examination Schedule

The Contractor shall have the capability to accommodate scheduling for examinations of up to twenty (20) examinations at each or any of the Bidder's facilities.

For larger groups, the Contractor shall provide the King County Program Administrator with the ability to reserve examination time slots (one slot every 15 minutes between 7:00am and 5:00pm) and King County shall assign the examination time to its employees or prospective employees.

The Contractor shall have the capabilities to provide both on-site and off-site medical examinations and tests. King County may request that certain examination and/or test be done on-site at a King County Facility. Examinations such as x-ray, etc. shall be done off-site.

5.6 Delivery Requirements

On-site medical examinations shall be coordinated between the Contractor and King County programs administrator prior to conducting such examinations. Off-site medical services shall be at contractor's facilities or any additional sites in King County to be determined at the sole discretion of King County.

5.7 Exam and Lab Work Results

Contractor shall provide results from all tests within twenty-four (24) hours of the results being completed/rendered.

5.8 Program Administrators

Requests for all medical services shall be made only by the Program Administrator or their designee orally or in writing. Listed below are the King County Program Administrators.

1	Lori Jones	6	Susan Eddy
	Drug and Alcohol Manager		Human Resources Division
	Transportation Dept.		Transit HR
2	Robert Stafford	7	Helen Sturm
	Safety and Health Program Manager		Safety & Health Administrator II
	Safety & Claims		Natural Resources Wastewater
3	Det. Bob Burrows	8	Rebecca Schirle
	Background Investigations Unit		Health & Safety Coordinator
	Sheriff's Office		Public Health
4.	Jemima McMahon	9	Diana Eberly-Shepard
	Human Resources		Senior Human Resources Analyst
	Solid Waste Division		Wastewater Treatment
5	Tiffany Attwood		
	Background Investigations Unit		
	Sheriff's Office		

5.9 Contractor's Personnel

The Contractor shall have all personnel necessary to perform the services required under this contract and that such personnel shall be qualified, experienced, and licensed as required by laws and regulations to perform such services

The Contractor shall have at least one Board Certified Occupational Medicine Physician on staff, which has adequate occupational medicine and emergency medical experience. The physician must be located at one or more local clinics and be available for any clinic where their expertise is needed. The Occupational Medicine physician will be expected to handle the

difficult cases, to perform disputed or requested second opinion exams, and to set the quality control of the clinic.

Contractor's technical and nursing staff shall be trained, licensed, and experienced in all aspects of occupational testing including strength evaluation, pulmonary function testing, electrocardiograph, SAMHSA & DOT specimen collection, and certification in audiometric testing, etc.

Personnel should be familiar with Washington Administrative Codes (WAC) or occupational health exams.

5.10 Form / Report Requirements

Must adhere Washington Administrative Codes as applicable.

- A. The County shall provide the following Forms/Reports (See Exhibit 2 – Sample General Physical Examination):
 - 1. Medical History Form
 - 2. Back, Strength, Flexibility Form
 - 3. Respiratory Clearance Form
- B. The Contractor shall provide of the following Forms/Reports
 - 1. Medical Exam Report
 - 2. DOT Forms and Cards
 - 3. Audiogram
 - 4. Specific fit-for-duty reports

5.11 Physician/Staff Instructions

- A. All reporting made to King County program administration as outlined in agreed upon protocols per Department.
- B. Provide King County Program Administrator with a clearance letter sign by examining physician.
- C. If an applicant is found to be unfit for a particular job, a written report from the examining physician MUST be sent to King County's Program Administrator who requested the services, detailing the reason(s) why that employee was found unfit for duty.

5.12 Other Instructions

Department Protocols will be established and followed with regards to scheduling, authorizing and determining proper forms, responses, and privacy concerns.

Contractor shall retain all medical examinations records for an indefinite period of time or as required by law. Usually thirty (30) years after termination of employee.

5.13 Scheduling

Contractor must schedule initial and follow-up exams for potential and current King County employees when requests are sent by King County's Program Administrators. The steps involved in the scheduling process include:

- A. Three attempts to contact the candidate either by email or Phone over the course of 3 business days.
- B. Once scheduled, Contractor must notify King County Program Administrators of the scheduled timeframe for employees testing in King County's electronic scheduling database or through Contractor's internal electronic scheduling system.
- C. King County's Program Administrator must be notified of any changes in the scheduled event (e.g. event is cancelled or rescheduled for an alternate date or time).

5.14 Locations

Bidders must have local facilities within the Seattle Metropolitan area. The four areas that shall be covered are:

- A. Seattle Central City
- B. Seattle North Side (ex. Shoreline, Northgate, Lake Forest Park, Richmond)
- C. Seattle South Side (ex. Kent, Renton, Rainier Valley, Federal Way, SeaTac, Tukwila)
- D. Seattle East Side (ex. Redmond, Bellevue)

Bidder shall have at least one (1) clinic in each area that can perform the **all** the services included in Attachment A – Pricing (Exception: EKG & Stress Tests are only required in two (2) locations, Central Seattle and South Side).

SECTION 6 Bid Response

6.1 Rules of Price Evaluation

Bids meeting all requirements of this ITB will be evaluated on price. Bids stating price in effect at the time of shipment will not be accepted.

6.2 Bidder's Contact Information

Primary Location:

Physical Address: 6720 Fort Dent Way, Ste. 110, Tukwila, WA 98188

Mailing Address: 6720 Fort Dent Way, Ste. 110, Tukwila, WA 98188

Name of Contact Person: Denise Fleetwood

Email: Denise.Fleetwood@ushworks.com

Telephone No. (Local/Toll Free): 206-707-6925

Fax No. (Local/Toll Free): 661-678-4624

UBI No.: 601933030

Washington State Contractor's License (if applicable): _____

State hours and days of operation:

Hours: _____ a.m. to _____ p.m. Days: _____ to See Clinic List

6.3 Remit Address (where payment will be mailed):

U.S. HealthWorks Medical Group

Attn: Jaime Fisher

3440 Preston Ridge Rd., Bld. IV Ste. 250

Alpharetta, GA 30005

6.4 Facility Locations

The Contractor shall attach a separate list of the location(s) for all facilities including the address, contact name(s), email(s), telephone number(s), and fax number(s), for each facility.

6.5 Prompt Pay Discount

Prompt payment discounts offered by Contractors shall be used to calculate the low bid provided the discount offered allows a minimum of 20 days for payment. The number of days is calculated from the date of acceptance of goods or services or from the date a complete invoice is date stamped as received by King County, whichever event occurs last, and the check/warrant date. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if:

- The date printed on the invoice is more than three days earlier than the invoice receipt date;
- The delay is caused awaiting a credit memo, invoice correction, adjustment or reissue;

- An invoice is received prior to receiving goods ordered.

Prompt pay discount offered _____ % - _____ Days, Net _____

6.6 Purchasing Card (P-Card) Acceptance

Contractors are requested to have the capability of accepting the King County's authorized VISA Procurement Card (p-card) as a method of payment. Price change(s) or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The Contractor may receive payment from King County by a p-card in the same manner as other VISA purchases.

VISA acceptance is preferred, but is not the exclusive method of payment.

Accept VISA cards: Yes No

Additional purchasing (charge) cards accepted:

- America Express
- Discover
- MasterCard
- Other: _____
- _____
- _____
- _____

6.7 Pricing

In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

See Attachment A – Pricing.

6.8 References

List the names and addresses of four (4) customers, for whom the bidder has performed or provided similar goods and/or services, preferably in Washington State, for a period not less than one (1) year. Include dates, contact persons and telephone numbers. Should any reference submitted by a bidder be found unsatisfactory, King County, at its sole option, may reject that bidder's bid. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response. **Reference must be submitted with bid.**

Company Name: King County Drug & Alcohol
Company Address: 200 S. King Street, Seattle, WA 98104
Company Phone: 206-684-1750
Contact Person: Lori Jones
Dates: 2005 - present

Company Name: Snohomish County
Company Address: 3000 Rockefeller, M5 #600, Everett, WA 98201
Company Phone: 425-388-3549
Contact Person: John Navroth
Dates: 1992 - present

Company Name: City of Seattle
Company Address: PO BOX 34028, Seattle, WA 98124, Seattle, WA 98124
Company Phone: 206-684-7959
Contact Person: Pam Beltz
Dates: 1995- present

Company Name: United States Postal Service (USPS)
Company Address: 34301 9th Avenue South, Ste. 251, Federal Way, WA 98003
Company Phone: 253-214-1721
Contact Person: Tanya Daniels
Dates: 2014 - present

U.S. HealthWorks Puget Sound Clinics:



Bellevue Clinic

Hours: M-F 8am – 7pm
Center Manager: Carrie Hadsel
Address: 1925 140th Ave NE, Bellevue, WA 98005
Phone Number: 425-865-8060
Fax: 425-562-1273
Email Address: Carrie.Hadsel@USHWorks.com

Everett Broadway Clinic

Hours: M-F 7am – 6pm,
Center Manager: Dixie Walker
Address: 3726 Broadway, Ste. 101, Everett, WA 98201
Phone Number: 425-259-0300
Fax Number: 425-259-0301
Email Address: Dixie.Walker@USHWorks.com

Everett Paine Field Clinic

Hours: M-F 7am – 5pm, additional drug screen hours 5-5:30
Center Manager: Angella Thompson
Address: 3101 111th St. SW, Unit #T/U, Everett, WA 98204
Phone Number: 425-267-0299
Fax Number: 425-513-1446
Email Address: Angella.Thompson@USHWorks.com

Federal Way Clinic

Hours: M-F 8am – 7pm, Sat 9am-5pm
Center Manager: Mayumi Shibata
Address: 1300 South 320th St., Ste. B, Federal Way, WA 98003
Phone Number: 253-839-2727
Fax Number: 253-839-6081
Email Address: Mayumi.Shibata@USHWorks.com

Kent Clinic

Hours: M-F 8am – 7pm
Center Manager: Marleen Schertler
Address: 24013 104th Ave SE, Kent, WA 98030
Phone Number: 253-852-1824
Fax Number: 253-859-5139
Email Address: Marleen.Schertler@USHWorks.com

Lacey Clinic

Hours: M-F 9am – 5pm, Sat. 9am-4pm
Center Manager: Shannon MacDonald
Address: 3928 Pacific Ave SE, Lacey, WA 98503
Phone Number: 360-455-1350
Fax Number: 360-455-5354
Email Address: Shannon.MacDonald@USHWorks.com

Lynnwood Clinic

Hours: M-F 8am – 8pm, Sat-Sun. 9am-5pm
Center Manager: Cathy Killpack
Address: 4320 196th St SW, Ste. D, Lynnwood, WA 98036
Phone Number: 425-774-8758
Fax Number: 425-672-8944
Email Address: Cathy.Killpack@USHWorks.com

Puyallup Clinic

Hours: M-F 8am – 7pm, Sat-Sun. 9am-5pm
Center Manager: Bill Moore
Address: 3850 South Meridian, Ste. 10, Puyallup, WA 98373
Phone Number: 253-840-1840
Fax Number: 253-841-9336
Email Address: Bill.Moore@USHWorks.com

Redmond Clinic

Hours: M-F 7am – 6pm
Center Manager: Carrie Hadsel
Address: 16690 Redmond Way, Redmond
Phone Number: 425-882-0100
Fax Number: 425-867-5401
Email Address: Carrie.Hadsel@USHWorks.com

Seattle First Ave. Clinic

Hours: M-F 6am – 4:30pm
Center Manager: Mayumi Shibata
Address: 3223 First Avenue South, Ste. C
Phone Number: 206-624-3651
Fax Number: 206-624-2391
Email Address: Mayumi.Shibata@USHWorks.com

Seattle Denny Clinic

Hours: M-F 7am – 6pm
Center Manager: Keri Osterlund
Address: 140 Fourth Ave N., Ste. 150, Seattle, WA 98109
Phone Number: 206-682-7418
Fax Number: 206-623-0884
Email Address: Keri.Osterlund@USHWorks.com

Seattle Northgate Clinic

Hours: M-F 8am – 7pm
Center Manager: Deb Carney
Address: 836 NE Northgate Way, Seattle, WA 98125
Phone Number: 206-784-0737
Fax Number: 206-784-0369
Email Address: Deb.Carney@USHWorks.com

Tacoma Clinic

Hours: M-F 7am – 7pm, Sat 9am-5pm

Center Manager: Jasmine Casey

Address: 2624 South 38th St, Tacoma, WA 98409

Phone Number: 253-475-5908

Fax Number: 253-475-5958

Email Address: Jasmine.Casey@USHWorks.com

Job Analysis Form

Alternate Format Available



King County

SHORT FORM FOR PRE-EMPLOYMENT PHYSICALS

<http://www.kingcounty.gov/employees/HumanResources/SafetyClaims/JobAnalysis/analyses.aspx>

Physical Required: General physical, Diabetes, BP, Vision, Back strength and lifting, Audiogram and Respirator Questionnaire. Sometimes drug screen may also be required.

PATIENT NAME: _____

DEPARTMENT: DNRP/Parks

JOB TITLE: Parks Specialist I
WORK SCHEDULE: 40/week

JOB DESCRIPTION: Provides a clean and safe park for visitors by being responsible for maintenance work in assigned County park areas involving grounds, facilities, fair grounds, athletic fields, and supportive equipment operation. Work is performed outdoors and in inclement weather. Performs semi-skilled work, at public areas and facilities as assigned by higher-level employees and provides the public with clean, safe and attractive parks and facilities. The work also includes providing for ongoing maintenance and ensuring the physical integrity of King County parks.

WORK ENVIRONMENT: Outside.

ESSENTIAL FUNCTIONS: Maintain building facilities, fair grounds and parks grounds. Maintains and prepares athletic fields, arenas, play areas, picnic shelters and other park facilities. Provides custodial care of buildings and structures by removing litter, sweeping, vacuuming and setting up for events and other related activities. Identify, remove, repair and/or eliminate known hazards. Perform striping of Athletic fields. Perform minor painting, carpentry, plumbing and electrical work on facilities. Perform seasonal maintenance program for planting areas and walks. Operate and maintain equipment such as weed eaters, power blowers, push mowers and edgers. Operates park maintenance vehicles. Provides for the welfare of and safety of park visitors by giving assistance and information, including park rules and regulations. Perform routine maintenance and operation of trucks, tractors, riding mowers, power equipment and tools. Protect County from property removal or abuse. Performs small crafts.

**Continued on next page.

Exposures:

- Outside weather
- Non-weather related temp below 55°
- Non-weather related temp above 75°
- Humidity/dampness
- Moving mechanical parts
- Exposed high places
- Vibration
- Toxic or caustic chemicals
- Confined spaces
- Wet Gasses
- Fumes Odors
- Dusts Mists
- Radiation Explosives
- Noise Level 60-90 DBL
- Other _____

Special Requirements:

- CDL
- Respirator use

Exhibit 2
Sample Job Analysis Form

PHYSICAL DEMAND	HRS PER SHIFT	PHYSICAL DEMAND	HRS PER SHIFT
Standing	25 min – 1 hour	Reaching knee-waist	30 min – 2 hours
Walking <input checked="" type="checkbox"/> uneven terrain	2 – 7 hours	Reaching floor-knee	5 – 45 minutes
Sitting	1 – 3 hours	Lifting/Carrying 1-10#	15 – 45 minutes
Climbing stairs	0 – 30 minutes	Lifting/Carrying 11-20#	30 min – 1.5 hour
Climbing ladder	0 – 5 minutes	Lifting/Carrying 21-50#	15 – 45 minutes
Balancing	15 min – 2 hours	Lifting/Carrying 51-100#	0
Bending/Stooping	1 – 3 hours	Lifting/Carrying 100+#	0
Kneeling	15 – 60 minutes	Handling	2 – 6 hours
Crouching	0 – 15 minutes	Hand Controls	2 – 6 hours
Crawling	0	Fingering <input type="checkbox"/> keyboarding	20 min – 1 hour
Foot controls	1 – 3 hours	Vision to assure safety of others	5 min – 2 hours
Reaching above shoulders	5 – 15 minutes	Hearing to assure safety of others	2.5 – 7 hours
Reaching waist-shoulder	2 – 4 hours	See Colors	2.5 – 7 hours

I have reviewed the following Job Analysis for the above-named candidate.

Physician's Signature

Date

Exhibit 2
Sample General Physical Examination

Name: _____ Date of Birth: _____ Male: _____ Female: _____

Yes/No	No	Yes/No	No
PAST MEDICAL HISTORY / ANTECEDENTES MEDICOS			
		Alergias a comida o medicinas	
		Toma medicinas actualmente	
		Enfermedades/lesiones importantes	
		Hospitalizaciones o cirujias	
		Enfermedad o lesión en el trabajo	
		Trabajo en ambientes peligrosos	
		Recomendado alguna operacion	
SOCIAL HISTORY / ANTECEDENTES SOCIALES			
		Tobacco	_____ semana
		Alcohol	_____ semana
REVIEW OF SYSTEMS / REVISION DE SISTEMAS			
CONSTITUTIONAL / CONSTITUCIONAL			
		Ganancia o perdida de peso reciente	
		Debilidad, fatiga o poco apetito	
		Fiebre	
SKIN / PIEL			
		Enfermedades en la piel	
HEAD / CABEZA			
		Dolores de cabeza frecuentes o severos	
		Lesiones en la cabeza	
EYES - VISION / OJOS - VISION			
		Problemas en los ojos	
		Lesiones, infección o dolor en los ojos	
		Visión borrosa, doble o disminuida	
EARS; NOSE; THROAT; MOUTH; BOCA; GARGANTA; NARIZ; OLDOS			
		Perdida o disminución de la audición	
		Dolor, infección o secreción en oídos	
		Ronquera o cambios en la voz	
CARDIOVASCULAR SYSTEM / SISTEMA CARDIOVASCULAR			
		Problemas cardiacos	
		Dificultad para respirar	
		Opresión o dolor en el pecho	
		Presión sanguínea elevada	
		Hinchazón de pies o tobillos	
		Venas varicosas	
RESPIRATORY SYSTEM / SISTEMA RESPIRATORIC			
		Resfriado/tos crónica o recurrente	
		Asma o pitos (sibilancias) en el pecho	
		Enfisema o bronquitis crónica	
		Tos con sangre	
		Tuberculosis	
GASTROINTESTINAL TRACT / TRACTO GASTROINTESTINAL			
		Indigestión, reflujo o úlceras	
		Hemias	
GENITOURINARY TRACT / GENITOURINARIO TRACTIC			
		Vómitos con sangre	
		Dolor abdominal	
		Enfermedades del hígado	
		Cambios en hábitos intestinales	
		Constipación o diarrea frecuentes	
		Heces negras o con sangre	
		Hemorroides o enfermedades del recto	
MUSCULOSKELETAL SYSTEM / MUSCULOESQUELETICO SISTEMA			
		Enfermedades o dolor en las articulaciones	
		Fracturas o dislocaciones	
		Lesiones del cuello o de la espalda	
		Problemas en los pies	
CENTRAL NERVOUS SYSTEM / CENTRAL NERVIOSO SISTEM			
		Epilepsia, convulsiones, ataques	
		Mareos o vértigo	
		Parálisis o debilidad muscular	
		Adormecimiento de manos o pies	
NERVOUS PROBLEMS / NERVIOSOS PROBLEMAS			
		Depresión	
		Nerviosismo	
		Cambios del humor o del carácter	
		Trastornos del sueño	
		Alcoholismo	
		Rehabilitación por adicción a drogas	
ENDOCRINE SYSTEM / ENDOCRINO SISTEMA			
		Apetito exagerado	
		Sed exagerada	
		Aumento en la frecuencia o cantidad de orina	
		Diabetes/Azúcar en la sangre	
		Perdida del cabello	
BLOOD DISORDERS / ENFERMEDADES DE LA SANGRE			
		Sangra miento por las encías	
		Moretones o cardenales	
		Sangra miento espontaneo por la nariz	
		Sangra miento fácil o difícil de detener	
FOR WOMAN ONLY PARA MUJERES SOLAMENTE			
		Embarazada?	
		Fecha Última menstruación?	
		Menstruación o periodos irregulares	
		Menstruación o periodos dolorosos	
		Menstruación o periodos dolorosos	

Exhibit 2
Sample General Physical Examination

<p>Briefly describe any "Yes" answers given above / Describa brevemente aquellos preguntas en que haya contestado que "Si":</p> <p>I certify that the information above is correct and understand that falsification may be cause for termination. Certifico que la información arriba es correcta y entiendo que su falsificación puede ser causa de despido.</p> <p>Signature/Firma: _____ Date/Fecha: _____</p>	<p>Physicians Comments:</p> <p>Signature/Firma _____ Date/Fecha: _____</p>
--	--

Exhibit 2

Medical Recommendations for Use of Respiratory Protective Equipment

Applicant/Employee: _____ Age: _____
 Position Title: _____
 Date of Evaluation: _____ Company _____
 Contact: _____ Contact Telephone: _____
 Evaluation Content: () Questionnaire () Physical () PFT () X-ray () Other _____

Based on the elements indicated above, I have evaluated the aforementioned person in accordance with the provisions of OSHA 29 CFR 1910-134 and WAC 296-842, applicable to the use of respiratory protective equipment and it is my opinion that he/she is: (check all that apply)

() Medically qualified for unrestricted use of the following respiratory protective devices:
CATEGORY I Self-Contained; Air-Supplied (Continuous Flow, Demand and Pressure Demand);
 Canister Mask; Chemical Cartridge and Mechanical Filter with and without Blower;
 Filtering Facepiece (N95).

() Medically qualified for restricted use of respiratory protective devices as indicated below:

() **CATEGORY II**

Filtering Facepiece (N95)	Unlimited
Self-Contained	1-2 hours per day
Air-Supplied	
Continuous Flow	Unlimited
Demand	Up to 4 hours/day
Pressure Demand	Up to 4 hours/day
Canister Mask	1-2 hours per day
Chemical Cartridge	1-2 hours per day
Mechanical Filter	1-2 hours per day
Mechanical Filter w/ Blower	Unlimited

() **CATEGORY III**

Filtering Facepiece (N95)	Unlimited
Self-Contained	Never
Air-Supplied	
Continuous Flow	Emergency Only
Demand	Emergency Only
Pressure Demand	Emergency Only
Canister Mask	Never
Chemical Cartridge	Never
Mechanical Filter	Never
Mechanical Filter w/ Blower	Emergency Only

() In need of the following additional evaluation to assess qualification: _____

() In need of Medical Follow-up Examinations as frequently as every:

() 5 Years () 2 Years () 1 Year () _____
 to include: _____

Comments:

Fitting Considerations: () Facial Hair () Glasses/Contact Lenses () Dentures/Facial Deformity

I hereby certify that in accordance with OSHA 29 CFR 1910.134 and Washington Administrative Code (WAC 296-842), applicable to the use of respiratory protective equipment, I have informed the applicant/employee of the results of his/her evaluation and I have given him/her a copy of these recommendations.

Health Care Professional: Name: _____
 Signature _____
 Date: _____

This form complies with OSHA requirements and the Washington Administrative Code (WAC 296-842), requirements for the use of respirators.

Exhibit 2
Back, Strength and Flexibility Form - Sample

Employee/Applicant Name:	Date of Evaluation:
Employer:	Date of Birth of Employee ID:
Job Title:	

Flexibility Testing

Score: _____

_____ Hip Flexors 0-10 (Able to elevate legs 6 - 12" off exam table for 20 seconds)

_____ Abdominals 0-10 (Able to do 10 sit ups with knee bent)

_____ Neck Range of Motion 0-10
(Able to show full ROM of cervical spine, i.e., 25% ROM = 2.5 points, 50% ROM = 5 points)

_____ Lower Back 0-10 (Able to demonstrate full ROM of lower back; also check for scoliosis of spine.)

_____ Quadriceps of lower extremities (Able to do one full squat.)

_____ TOTAL (50 = completely normal)

Strength Testing () - Check here if strength testing is not indicated by the protocol

	20 lb	25 lb	30 lb	40 lb	50 lb
--	-------	-------	-------	-------	-------

LIFT - Low (floor to knee) _____

- Mid (floor to waist) _____

- High (floor to shoulder) _____

Strength testing is measured by lifting the required weight 5 time(s). Acceptable results do not indicate the applicant's ability to perform the job, but rather their ability to lift the required weight 5 time(s).

Testing Results:

_____ Acceptable

_____ Not Acceptable

_____ Acceptable with restrictions/recommendations

Physicians Recommendations/Restrictions:

Provide Name: _____ Date: _____

Provide Signature: _____

Invitation to Bid Addendum #1



Department of Executive Services
Finance and Business Operations Division
Procurement and Payables Section
206-263-9400 TTY Relay: 711

ADDENDUM DATE: MARCH 29, 2016

Invitation to Bid (ITB) Title: Medical Surveillance and Physicals

ITB Number: 1068-16-JRJ

Due Date: April 7, 2016 no later than 2:00 p.m.

Buyer: Jordan Jungnitz, jordan.jungnitz@kingcounty.gov, 206-263-9313

Alternate Buyer: Janet Harjo, janet.harjo@kingcounty.gov, 206-263-9286

This addendum is issued to revise ITB 1068-16-JRJ, advertised March 17, 2016, as follows:

1. Attachment A – Pricing, delete Item No. 4 in its entirety.
2. Attachment A – Pricing, delete Item No. 5 in its entirety.

All other terms and conditions shall remain the same.

Upon request, this Invitation to Bid Addendum will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities.

Attachment A - Pricing

Item No.	Title	Description	Est Annual Qty.	Unit Price	Extended Price	WAC	CPT Code
EXAM							
1	HISTORY & PHYSICAL	Dipstick urinalysis, vision, color, depth perception, peripheral, Snellen testing, ht, wt, blood pressure examination by an MD. Note: may require review of skin appearance and lesions [part of Blood Lead / Zinc PP]. Review of the occupational/ medical health history, personal interview with the employee/ applicant about items on the history, exposures & prior work environments. Performed under the direction of a Board Certified Occupational Medicine Physician. Knowledge of the workplace, chemicals and end-organ effects. Job Analysis (one page job description with information on physical requirements by position) Physician would use to determine if there were operational physical tests needed for the given individual. Complete the medical clearance form, if appropriate.	300	\$56.00	\$16,800.00		
2	DOT-Commercial Drivers License (CDL) PHYSICAL & PHYSICAL RECERT		100	\$104.00	\$10,400.00	49 CFR 391 FMCSA	99201, 99202, 99203, 99204, 99205 Office/ Outpatient visit, new
	HISTORY & PHYSICAL	Dipstick urinalysis, vision, color, depth perception, peripheral, Snellen testing, ht, wt, blood pressure examination by an MD.					
	MANDATORY SAMHSA DRUG SCREEN REQUIRED	Collection of Urine only following the SAMHSA guidelines utilizing the Federal Urine Custody and Control form.					80101 Drug screen, single
	DOT CARD	Laminate DOT card provided to driver. Copy DOT card & Send to appropriate Program Administrator.					
3	FITNESS FOR DUTY EXAMINATION	Examination by a physician to determine the employees' ability to perform specific job duties, familiarity with the job demands and the specific injury. This is a non workers-compensation category.	10	\$120.00	\$1,200.00		1037M Physical capacities evaluation or restrictions 1045M Performance based physical capacities evaluation w/ report & summary
4	LADDER EXAM	Demonstration of the ability to climb ladders as indicated under the subjects' Job Analysis (PHYSICAL DEMANDS section).	50		\$0.00		1037M Physical capacities evaluation or restrictions 1045M Performance based physical capacities evaluation w/ report & summary of capacities
5	UNEVEN WALK EXAM	Demonstration of the ability to walk on uneven ground as indicated under the subjects' Job Analysis (PHYSICAL DEMANDS section) (Walking up curbs, over small obstacles, varying degree of angles – similar to treadmill operations, etc.)	50		\$0.00		1037M Physical capacities evaluation or restrictions 1045M Performance based physical capacities evaluation w/ report & summary of capacities
6	SELF-CONTAINED UNDERWATER BREATHING APPARATUS (SCUBA)	Able to pass the commercial diver physical described in the referenced WAC Safety and Health code	10	\$319.00	\$3,190.00	WAC 266-37-525	
7	RESPIRATORY QUESTIONNAIRE REVIEW ONLY	Review of Respiratory Question under OSHA Respiratory rules and Regulations	240	\$26.00	\$6,240.00	WAC 296-842-140	

Attachment A - Pricing

Item No.	Title	Description	Est Annual Qty.	Unit Price	Extended Price	WAC	CPT Code
8	HANDLING AND WEARING OF RESPIRATORS	Demonstration of the ability to wear the respirators indicated on the subjects' Job Analysis (PHYSICAL DEMANDS section). Program Administrator will clearly identify respiratory use type (for example: APR -½ mask, full mask, SAR- Self-Contained Breathing Apparatus (SCBA), Cascade Air, etc.)	30	\$42.00	\$1,260.00	WAC 296-842-140	
9	BACK STRENGTH FLEXIBILITY TESTING	A work-related test that evaluates the low back strength, abdominal strength, range of motion in the upper/lower extremities. This is to be performed by an MD or R.P.T. with knowledge of the workplace. Demonstration of the ability of use of back/strength as indicated under the subjects' Job Analysis (PHYSICAL DEMANDS section). The demonstrated ability to lift the weight specified in the essential functions of the job.	500	\$37.00	\$18,500.00		1037M Physical capacities evaluation or restrictions 1045M Performance based physical capacities evaluation w/ report & summary of capacities
10	CRANE/CAB OPERATOR EXAM		20	\$148.00	\$2,960.00	WAC 296-24-23529	
	HISTORY & PHYSICAL	Dipstick urinalysis, ht, wt, blood pressure, Snellen test (vision, color, depth perception, peripheral)					99201, 99202, 99203, 99204, 99205 Office/ Outpatient visit, new
	STRENGTH TEST EXAM	County will provide a strength test questionnaire / Job analysis. The Contractor will test the subject against the County provided questionnaire. The questionnaire will vary depending on the type of equipment that the subject will operate. A. The questionnaire will include in every case a test of the subjects ability to manipulate hand controls and by a demonstration of the upper extremity. (Actual hand control simulators are not necessary, other movement and strength testing judged adequate by the Physician would be acceptable.) B. Other types of requirements to be tested may be lifting, bending, pulling; low back strength, quadriceps strength, any of which will be clearly identified on the job analysis. C. The County does not anticipate requiring more than five strength tests.					1037M Physical capacities evaluation or restrictions 1045M Performance based physical capacities evaluation w/ report & summary of capacities
	VISION TEST	Demonstrate: A. Good color recognition, B. Vision at least 20/30 Snellen in one eye and 20/50 in the other eye without correction.					92002, 92004 Eye exam, new patient
11	MD REVIEW OF CHART	Review and approval of out-of-state physician results. Not in Network	30	\$0.00	\$0.00		
DIAGNOSTIC							

Attachment A - Pricing

Item No.	Title	Description	Est Annual Qty.	Unit Price	Extended Price	WAC	CPT Code
12	AUDIOGRAM	Performed in accordance with the referenced WAC Safety and Health Standards. A copy of the audiometric exam forwarded to the firm, which has the annual mobile hearing-testing contract, currently Washington Audiology. Return the Original Audio exam to King County Personnel authorizing the exam.	500	\$34.00	\$17,000.00	WAC 296-817-400	
13a	RESPIRATORY- PULMON-ARY FUNCTION TEST (PFT)	Per the referenced WISHA Standards	40	\$42.00	\$1,680.00	WAC 296-842-140	
13b	RESPIRATORY - PULMON-ARY FUNCTION TEST (PFT) in field	Per the referenced WISHA Standards, perform test where and when requested at designated work-sites. Tests will be only ordered for 20 or more employees per site.	240	\$42.00	\$10,080.00	WAC 296-62-07725	
14	EKG	12 Lead - Non Stress	4	\$55.00	\$220.00		
15	EKG - STRESS TREAD-MILL, MONITORED	Exercise Stress Test	6	\$262.00	\$1,572.00		
X-RAY							
16a	X-RAY (CHEST 1 VIEW)	Posterior to Anterior	20	\$53.00	\$1,060.00	WAC 296-842-140	
16b	X-RAY (CHEST 2 VIEW)	Posterior to Anterior and Lateral	20	\$68.00	\$1,360.00		
17	X-RAY (LS 5 VIEW)	Lumbar	5	\$102.00	\$510.00		72100, 72110, 72114, 72120 X-ray exam of lower spine
18	B-READING	Performed by a Board Certified Radiologist who has special training and Certification by the American Board of Radiology.	30	\$63.00	\$1,890.00	WAC 296-62-07743	
LAB WORK							
19	BLOOD DRAW	Venipuncture	200	\$12.00	\$2,400.00		36415 Routine venipuncture G0001 Drawing blood for specimen
20	BLOOD CHEMISTRY PROFILE	CBC w/differential, A/G Ratio, Albumin, Alkaline Phosphates, ALT (SGPT), Anion Gap, AST (SGOT), Bilirubin, Direct Bilirubin, Total, BUN, BUN/ Creatinine Ratio, Calcium, Carbon Dioxide, Chloride, Cholesterol, Co2 (Bicarbonate), Creatinine, GGTP, Globulin, Glucose, LDH, Phosphorus, Potassium, Protein/Total, Sodium, Triglycerides, Uric Acid, HDL Cholesterol, T4, Dipstick Urinalysis.	80	\$58.00	\$4,640.00		85025 Complete cbc w/auto diff wbc 85027 Complete cbc, automated
21a	BLOOD - PCB's Test	Blood Test	10	\$124.00	\$1,240.00		
21b	BLOOD – LEAD Test	Blood/Lead reporting letter, Medical Clearance Results	4	\$48.00	\$192.00	WAC 296-62-07521 (11)	

Attachment A - Pricing

Item No.	Title	Description	Est Annual Qty.	Unit Price	Extended Price	WAC	CPT Code
22a	BLOOD -ZINC PROTOPORPHYRINS	Combines the BLOOD - ZINC	5	\$88.00	\$440.00	WAC 296-62-07521 (11)	
22b	BLOOD LEAD / ZINC PROTOPORPHYRINS	Combines the BLOOD - LEAD and ZINC PP Includes: Blood/Lead reporting letter, Medical Clearance Results	55	\$48.00	\$2,640.00		
23	BLOOD - CHOLINESTER-ASE, RBC & PLASMA	Per the referenced WAC Safety and Health Standards	3	\$62.00	\$186.00	WAC 296-307-Part J-1	
24	HEPATITIS B TITER	Per the referenced WAC Safety and Health Standards	3	\$42.00	\$126.00	WAC 296-307-Part J-1	
25	MEASLES TITER	Per the referenced WAC Safety and Health Standards	3	\$42.00	\$126.00	WAC 296-307-Part J-1	86765 Measles
26	MUMPS TITER	Per the referenced WAC Safety and Health Standards	3	\$42.00	\$126.00	WAC 296-307-Part J-1	86735 Mumps
27	RUBELLA TITER	Per the referenced WAC Safety and Health Standards	3	\$42.00	\$126.00	WAC 296-307-Part J-1	86762 Rubella
28	SICKLE CELL SOLUBILITY	Per the referenced CPT codes	6	\$54.00	\$324.00		84202 Assay RBC protoporphyrin
29a	URINE HEAVY METAL TEST	24 Hour Collection. Per the referenced CPT codes	5	\$148.00	\$740.00		82482 Assay, rbc cholinesterase
29b	URINE CADMIUM TEST	Beta 2 Microglobulin. Per the referenced WAC and CPT codes	5	\$92.00	\$460.00	WAC 296-62-07423	82300 Assay of cadmium
30a	URINE COLLECTION - SAMHSA	Drug Screen Only SAMHSA-following the federal guidelines for substance abuse testing & collections utilizing the Federal Urine Custody / Control form. NOTE: May NOT be used if Drug & Alcohol Testing is awarded to different Contractor.	500	\$43.00	\$21,500.00		80101 Drug screen, simple 80100 Drug Screen, qualitative/ multi H0002, H0003 Alcohol and/or drug screen
30b	URINE COLLECTION - non -SAMHSA	Drug Screen Only - again following the federal guidelines for substance abuse testing and collections. NOTE: May NOT be used if Drug & Alcohol Testing is awarded to different Contractor.	40	\$43.00	\$1,720.00		
31	VARICELLA TITER	Per the referenced WAC Safety and Health Standards	25	\$45.00	\$1,125.00	WAC 296-307-Part J-1	
32	LAB HANDLING FEE		5	\$0.00	\$0.00		99000, 99001 Specimen handling

Attachment A - Pricing

Item No.	Title	Description	Est Annual Qty.	Unit Price	Extended Price	WAC	CPT Code
33	EXAM OUTSIDE OF PROVIDER NETWORK	If referred from outside network	5	\$56.00	\$280.00		
INJECTIONS							
34	HEPATITIS A VACCINE	Series of Two Injections	19	\$84.00	\$1,596.00		90632 Hep a vaccine, adult im 90636 Hep a/hep b vaccine, adult im
35a	FLU SHOTS	Single Injection	10	\$23.00	\$230.00		90656 Flu vaccine, >3yr, im
35b	FLU SHOTS in field	Single Injection - Perform shots where and when requested at designated work-sites. Tests will be only ordered for 20 or more employees per site	150	\$23.00	\$3,450.00		90660 Flu vaccine, nasal
36a	HEPATITIS B INJECTION	Series of 3 injections Includes: Hepatitis B Immunization Notice/ Information & Consent Form	65	\$78.00	\$5,070.00	WAC 296-823-130	90636 Hep a/hep b vaccine, adult im
36b	HEPATITIS B SURFACE ANTIBODY - TITER	Tests if, after Hepatitis B Injection, antibody taken hold Includes: Hepatitis B Immunization Notice/Information & Consent Form	50	\$40.00	\$2,000.00	WAC 296-823-130	
37	MEASLES, MUMPS AND RUBELLA	Single Injection	25	\$75.00	\$1,875.00		90707 MMR vaccine
38a	TB SKIN TESTING	Single Step Test	70	\$20.00	\$1,400.00		87116 TB Skin Test
38b	TB SKIN TESTING	Two Step Test	5	\$20.00	\$100.00		87116 TB Skin Test
39a	Td INJECTION	Single Injection	19	\$32.00	\$608.00	WAC 296-823-130	90715 Td
39b	Tdap INJECTION	Single Injection	19	\$58.00	\$1,102.00	WAC 296-823-130	90715 Tdap
40	VARICELLA INJECTION	Single Injection	5	\$47.00	\$235.00	WAC 296-823-130	90716 Varicella Virus vaccine
				TOTAL BID PRICE	\$151,979.00		