



## Request for Proposal

# OCCUPATIONAL HEALTH SERVICES

Submission Deadline:  
February 27, 2026, at 5:00 p.m. CST

City of Marion  
1225 6th Avenue, Suite 110  
Marion, IA 52302  
319-743-6318



# NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) OCCUPATIONAL HEALTH SERVICES

## SECTION 1.0 – NOTICE OF REQUEST FOR PROPOSAL (RFP)

### OVERVIEW

1.1 The City of Marion, Iowa, hereinafter referred to as the “City,” is seeking proposals from qualified Occupational Health Service providers to deliver comprehensive medical and compliance-related services for municipal employees. Services will support employee health, workplace safety, regulatory compliance, return-to-work outcomes.

### CITY OF MARION BACKGROUND

1.2 Marion is one of the Midwest’s fastest growing cities. Located just minutes north of Cedar Rapids, Marion prides itself on being the best place in Iowa to raise a family and grow a business. The city was established in 1839 and is in Linn County, Iowa. Today 40,000+ people call Marion home. The city operates under the council/manager form of government and has done so since 1964. The City Council consists of seven members, including the mayor.

Marion’s City Council meets in work session on the 1st and 3rd Tuesday of the month. The regular session is held on Thursday following the Tuesday work session.

The City of Marion has 175 full-time and part-time benefited employees and is a large seasonal employer. Positions include skilled labor, administrative, technical and professional.

### CONTACT INFORMATION

1.3 The Proposer’s principal contact with the City as related to this RFP will be Sue Wilber, Human Resources Manager.

Contact information:

City of Marion  
Attn: Sue Wilber, Human Resources Manager  
1225 6th Avenue, Suite 110  
Marion, IA 52302  
319-743-6318  
[swilber@cityofmarion.org](mailto:swilber@cityofmarion.org)



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) OCCUPATIONAL HEALTH SERVICES

### SECTION 2.0 - SCHEDULE OF ACTIVITIES

Date of Issuance:	January 27, 2026
Deadline for Questions:	February 13, 2026 @ 5:00 PM CST
Submission Deadline:	February 27, 2026 – 5:00 PM CST
Potential date for Proposer Interview, if needed:	March 2026
Target Date for Recommendation to City Manager/Council:	April 30, 2026 – May 8, 2026
Target Date Proposers will be Notified:	May 11 – May 15, 2026
<b>Submit Questions and Proposal to: -&gt;-&gt;-&gt;-&gt;-&gt;</b>	<b>swilber@cityofmarion.org</b> Submit in .pdf format Subject line: "RFP – OCCUPATIONAL HEALTH SERVICES – 'Name of the Proposer's business'" OR deliver to Marion City Hall Sue Wilber, Human Resources Manager 1225 6 <sup>th</sup> Ave Suite 110 Marion, IA 52302

### SECTION 3.0 – DESCRIPTION OF WORK

- 3.1 Consultant shall provide occupational health and medical services and programs, including but limited to the following: first aid treatment, pre-hire physical examinations, annual physical evaluations and examinations, functional capacity evaluations, hearing and vision testing, respiratory evaluations, Drug and Alcohol testing, Department of Transportation (DOT) physicals and records management, rehabilitation and educational services, urgent care services and vaccination services.
- 3.2 Consistent with this initiative, the purpose is to help ensure that public safety personnel receive certain health care services and education on health, wellness, exposure to both hazardous and infectious materials and safety issue faced by firefighters and police officers throughout their career.
- 3.3 When firefighters and police officers are injured, they first call MedCor Injury Triage for first aid treatment and treatment that conforms with and follows protocols reviewed and authorized by an occupational health physician. When needed they will be referred to consultant for further treatment.

When non-bargaining and AFSCME employees are injured, they first call Company Nurse for First Aid treatment and treatment that conforms with and follows protocols reviewed and authorized by an occupational health physician. When needed, they will be referred to consultant for further treatment.



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) OCCUPATIONAL HEALTH SERVICES

### SECTION 4.0 – POLICIES, PROGRAMS & SERVICES

4.1 It is anticipated that:

- (a) Provider(s) should be able to improve operational efficiency and effectiveness while creating flexibility for the City's occupational health management program.
- (b) Provider(s) will be able to provide comprehensive data offerings that can be used to evaluate and develop effective policies and programs for the City.
- (c) Provider(s) will work with the City to review and evaluate operational processes of the City's Occupational Health Services in order to continually improve upon, develop and provide recommendations for best practices in providing services and managing programs.
- (d) Provider(s) services will comply and conform with all standards including but not limited to: Department of Transportation (DOT), Federal Motor Carrier Safety Administration (FMCSA), National Fire Protection Association (NFPA) 1582, OSHA Standards including 29 CFR 1910.134 "Respiratory Protection" and all other OSHA Regulations which may apply.

4.2 Sample services to be provided on an as-needed basis shall include the following:

- (a) New employee/pre-employment physicals, including utilization of in-depth questionnaires and pre-employment physical ability testing to determine other conditions and specific limitations for physical qualification determination.
- (b) New police officer and new firefighter physicals.
- (c) New police officer ILEA physicals.
- (d) Bomb squad physicals.
- (e) Clandestine lab physicals.
- (f) Commercial driver fitness determination
- (g) Fit for duty and functional capacity evaluations.
- (h) Drug/Alcohol screening, DOT and non-DOT, including rapid tests.
- (i) Hearing conservation.
- (j) Respirator clearance physicals and fit testing.
- (k) Post exposure.
- (l) Tuberculosis testing and recheck.
- (m) Treadmill with interpretation.
- (n) Injury care and physical therapy – initial visits, recheck visits to clinic.
- (o) After hours injury care – urgent care visit and ER visits when clinic is not open.
- (p) Vaccinations – individual shots and series of each of the following:
  - (1) Hepatitis A series
  - (2) Hepatitis B series
  - (3) Twinrix series
  - (4) Rabies
  - (5) Flu shots

4.3 Other and/or additional services may be required by the City from time to time. The provider, upon request, may be requested to provide negotiable quotation for additional services.



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) OCCUPATIONAL HEALTH SERVICES

- 4.4 The following documents are attached to this RFP:
  - (a) New Hire Procedure
  - (b) New Hire Police Officer Physicals
  - (c) New Hire Eye Exams
  - (d) Drug & Alcohol Testing Policy
  - (e) Risk Services
  - (f) Injury Coordination
  - (g) Random DOT Drug and Alcohol
  - (h) Annual Medical Conservation
- 4.5 The City will notify the Consultant when a new hire physical is needed and will provide the required information. For annual physicals, the City would initiate contact; however, the Consultant may also offer recommendations and a service to notify the City with a list of employees who need specific services and the appropriate timing for those services.
- 4.6 Medical information will be faxed and/or emailed to the City Human Resources department upon completion.
- 4.7 The consultant will be expected to work in cooperation with both the City and third party administrators under contract with the City.
- 4.8 It is anticipated that handling instructions will be developed between the City and Consultant as soon as possible after award.

### SECTION 5.0 – TERM OF CONTRACT

The initial term of the Contract shall be for two (2) years anticipated to be July 1, 2026, through June 30, 2028.

If service levels meet the requirements outlined in this RFP and are satisfactory to the City, the contract may be renewed for one additional two-year period by mutual agreement of both parties at the rates identified herein.

A Contract, prepared by the City and signed by the City Manager, shall become the document that authorizes the Services to begin. Assuming the insurance requirements have been met. Each section contained herein, the attachments, and any addenda and the response from the successful Proposer shall also be incorporated by reference into the resulting agreement.

The City reserves the right to make changes to the Services to be provided which are within the Project. No assignment, alteration, change or modification of the terms of the Contract shall be valid unless made in writing and agreed to by both the City and the Consultant. The Consultant shall not commence any additional services or change the scope of the Services until authorized in writing by the City. Consultant shall make no claim for additional compensation in the absence of a prior written approval and amendment of the Contract executed by both the Consultant and the City. The Contract



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) OCCUPATIONAL HEALTH SERVICES

may only be amended, supplemented or modified by a written document executed by the Consultant and the City Manager.

In accordance with the provisions and conditions of the Contract, Consultant shall freely enter into the Contract for the purpose of providing Services to the City and to be compensated for the Services.

### SECTION 6.0 – PROPOSAL INFORMATION

**6.1** Proposers should completely read the requirements and Description of Work in this proposal found in Section 3.0 and Policies, Programs, and Services found in Section 4.0.

The City's process is designed to identify the qualifications and consulting proposals best aligned to meet the City's objectives and to enable City staff to make a clear recommendation for a consultant to the City Manager and City Council, if applicable.

- Request for Proposals (RFP) – the prospective provider is required to respond in writing using **Section 6.10 Format of Response**. All proposal information should be contained in the material submitted. The answers will be reviewed by City staff.
- Presentation and Interview – Based on the RFP, City staff may narrow the most responsive proposals to present and interview. Following this review, the final selection will be based on the proposal that best meets the requirements set forth in the RFP and is in the best interest of the City. At the time the City awards an Agreement for Occupational Health Services, it will be based on the proposals received without additional submissions from the provider.

Please ensure the proposal includes contact information for the person who will be representing the service provider through the process and who has the authority to bind the provider.

**6.2 Addenda**

Addenda are any graphic or written instruments issued by the City of Marion prior to the date for receipt of proposals, which modify or interpret this document by additions, deletions, clarifications, or corrections. The City of Marion will try to email all known to have received documents the addenda however it is the proposer's responsibility to refer to the City of Marion website for the addenda. No addenda will be issued later than February 20, 2026, except an addendum postponing or withdrawing the request for qualifications.

**6.3 Exceptions**

Exceptions to any part of the requirements stated in this request must be clearly identified as exceptions in the submitted proposal under the "Exceptions" section.

**6.4 Withdrawals**

All requests to withdraw or resubmit a proposal must be made in writing to the City of Marion any time prior to the deadline for submittal.



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) OCCUPATIONAL HEALTH SERVICES

### 6.5 **Proposal Clarification Questions**

After reviewing all proposals received in response to this RFP, the City of Marion may develop a list of clarification questions to be addressed by the proposer. The City will email/send these questions to the proposer for clarification. The proposer shall provide a response to the City within five (5) working days following receipt of the inquiry.

### 6.6 **Evaluation Criteria**

Evaluation of proposals may be based on, but not limited to, the following criteria: response to specifications, demonstrated expertise and service record, system technical maintainability and usability, financial responsibility/stability of the Supplier, references of the Supplier, new functionalities, pricing schedule, supplier experience, commitment, and demonstrated understanding. The City of Marion reserves the right to further subdivide these categories as follows:

Criteria	Weight (%)
Qualifications and Experience <ul style="list-style-type: none"><li>a) Relevant experience of key personnel, including number of physicians, their qualifications and experience, and how long they have been with the organization.</li><li>b) Relevant programs and services that provide support, assist in strategies that establish efficient programs, and make convenience a priority</li><li>c) Relevance or references, including performance with other cities and local employers.</li><li>d) Knowledge, experience and an established positive track record of accomplishing similar work for other local employers.</li><li>e) Proposed communication processes to employer and others who support program including open access to the treating clinician to ask questions and discuss return to work plans.</li><li>f) Financial responsibility/stability.</li></ul>	50%
Company Responsiveness to RFP <ul style="list-style-type: none"><li>a) Total scope of services proposed</li><li>b) Demonstrated understanding of the project</li><li>c) Proposed approach to the project</li><li>d) Responses to overall proposal and compliance with submission guidelines</li><li>e) Proposal presentation (completeness, organization, appearance, etc.)</li></ul>	25%
Financial Proposal	25%
<b>Overall Score</b>	<b>100%</b>



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) OCCUPATIONAL HEALTH SERVICES

### 6.7 **Evaluation Results**

Based on evaluation results, City staff will determine which proposers, if any, are invited to proceed further in the process. If such option is exercised by the City, a presentation / interview schedule will be determined following the City's review of the proposals. The City will notify the selected proposers of the date and time for its presentation. The quality of the client references would be determined prior to submitting a formal recommendation to the City Manager.

The combined process of the RFP, the presentation and interview, and the client references will enable the City's panel to determine the single most qualified proposer to be awarded the agreement, pending negotiations. If the first chosen proposer does not execute an agreement thirty (30) days after its selection by the City's administration, the City reserves its right to award the agreement to the next most qualified proposer as determined by the City.

### 6.8 **Acceptance**

The City reserves the right to accept or reject any or all proposals and waive formalities or irregularities in the process. A proposal, once submitted, shall be deemed final and binding on the Proposer, and shall constitute an option with the City of Marion to enter into contract upon the terms set forth in the proposal. All proposals must be valid for 90 days from proposal due date.

### 6.9 **Proposal Award**

Unless otherwise indicated in the specification for a proposal, the City of Marion reserves the right to award the proposal in whole or in part, by item or by group of items, where such action serves the best interests of the City. Awards will not be made based on price alone. The award will be made as will best promote the City's interest, taking into consideration the qualifications of the proposer; the responsiveness of the proposal in meeting the requirements and specifications; the quality of the materials, equipment, or services to be furnished and their conformity to the specifications; contractual requirements and any additional specific criteria for evaluation included in the RFP.

### 6.10 **Format of Response**

To facilitate the review process, all proposals are limited to a maximum of 30 pages (excluding the forms in the RFP) using at least 11-point font. Any proposals exceeding 30 pages will be declared unresponsive. Efforts for conciseness will be well received and carefully considered. The objective is to provide the City with an adequate understanding of your abilities and the extent of services the proposer provides.

Supplemental information (i.e. brochures, sample documents) either requested by the City or considered by the proposer to be appropriate may be included at the end of the RFP (these items will not count towards the page limit). When submitting supplemental information, clearly identify what item number the supplemental information addresses. Although supplemental information may be submitted, the reviewers will focus primarily on written answers.

Proposals should be concise, straightforward, and prepared simply and economically. Expensive displays, bindings, or promotional materials are neither desired nor required.



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) OCCUPATIONAL HEALTH SERVICES

To simplify the review process and to obtain the maximum degree of comparability, the proposal shall include the following items and be organized in the manner specified on the following pages.

- 6.10.1 **Signed Introductory Letter** will include a statement that the proposer “Agrees to all the requirements and conditions stated in the Request for Proposals documents” and will be signed by an officer of the proposer with the authority to enter into an agreement with the City.
- 6.10.2 **Description of Work** proposed for this project will include a recommended timeline and approach. In addition, expectations in Section 3.0 – Description of Work and Section 4.0 Policies, Programs, and Services should be addressed.
- 6.10.3 **Profile of the Proposer/Certification (Form A)**  
The profile will contain general information regarding the proposer.
- 6.10.4 **Summary of Proposer Qualifications** will include a discussion of relevant similar customers with an emphasis on governmental agencies located within the Marion Metro area and the State of Iowa.
- 6.10.5 **Summary of Team Qualifications** will include the proposed teams for implementation and for ongoing servicing of the City’s program. Key details in staff biographies should include relevant experience and qualifications of the team members in addition to identifying their role within the organization and their role as it relates to this project.
- 6.10.6 **References (Form B)**  
To be a qualified proposer, the proposer must include three (3) references with similar services provided in your proposal response. Preference will be given to proposers with references for organizations like the City of Marion. References will be contacted. Please verify information before submitting.
- 6.10.7 **True/False Statements (Form C)**  
Proposer must reply to all statements indicating “T” – True or “F” – False.
- 6.10.8 **Exceptions (Form D)**  
The proposer shall list any exceptions taken with items or terms required in this proposal.
- 6.10.9 **Cost Proposal (Form E)**  
Occupational Health services are expected to be on a flat rate. Proposal should include the total cost.
- 6.10.10 **Proposer Acknowledgement and Acceptance (Form F)**  
The proposer is required to acknowledge and accept the terms, conditions, addenda, and specifications outlined in this Request for Proposal (RFP) and the Professional Service Agreement.



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) OCCUPATIONAL HEALTH SERVICES

### FORM A – PROFILE OF PROPOSER/CERTIFICATION

<b>Company Name:</b>	
<b>Legal Name (if different):</b>	
<b>Years in Business:</b>	
<b>Years providing Occupational Health services:</b>	
<b>Number of public entities you have provided Occupational Health services to within the last 5 years:</b>	
<b>Contact Person:</b>	
<b>Full Mailing Address:</b>	
<b>Telephone Number:</b>	
<b>Fax Number:</b>	
<b>Email Address:</b>	
<b>Website:</b>	
<b>Number of Full-Time Employees:</b>	
<b>Does your company anticipate any mergers, transfer of ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organizations' ability to carry out its proposal?</b>	



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) OCCUPATIONAL HEALTH SERVICES

### FORM B - REFERENCES

To be a qualified proposer, the proposer must include three (3) references with similar services provided in your proposal response. Preference will be given to organizations like the City of Marion. References will be contacted. Please verify information before submitting.

#### Reference 1

<b>Organization Name:</b>	
<b>Address:</b>	
<b>Type of Business:</b>	
<b>Contact Person:</b>	
<b>Contact e-mail:</b>	
<b>Telephone Number:</b>	
<b>Date of Service Period:</b>	
<b>Description of Service:</b>	

#### Reference 2

<b>Organization Name:</b>	
<b>Address:</b>	
<b>Type of Business:</b>	
<b>Contact Person:</b>	
<b>Contact e-mail:</b>	
<b>Telephone Number:</b>	
<b>Date of Service Period:</b>	
<b>Description of Service:</b>	



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) OCCUPATIONAL HEALTH SERVICES

### Reference 3

<b>Organization Name:</b>	
<b>Address:</b>	
<b>Type of Business:</b>	
<b>Contact Person:</b>	
<b>Contact e-mail:</b>	
<b>Telephone Number:</b>	
<b>Date of Service Period:</b>	
<b>Description of Service:</b>	



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) OCCUPATIONAL HEALTH SERVICES

### FORM C – TRUE/FALSE STATEMENTS

Proposer must reply to all statements indicating "T" – True or "F" – False. Clarifications or additional details should be included in the clarifications section after the true/false statements.

Statements	T	F
The Proposer will furnish a current dated W9 and contact information to the City before services begin.		
The Proposer will accept Net 45 invoice terms.		
Upon execution of the contract, the service provider will provide a certificate of insurance.		
The Proposer is willing to sign the City's Professional Service Agreement (template attached herein) without significant modifications.		
The Proposer can comply with the insurance requirements outlined in this RFP or will propose alternative insurance requirements and state the reasons for said alternative.		
The Proposer is available during the month of March 2026 for an interview, if requested.		
Provide clarification if needed for any of the above responses:		

Attach additional pages if needed. Please restate the statement you are responding to.



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) OCCUPATIONAL HEALTH SERVICES

### FORM D – EXCEPTIONS

The proposer should list any exceptions taken with items or terms required in this proposal. Attach additional pages if necessary.



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) OCCUPATIONAL HEALTH SERVICES

### FORM E – COST PROPOSAL

The service provider shall, at its sole cost and expense, provide, perform and complete in the manner described and specified in this Request for Proposal all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data, freight, and other items necessary to complete the inspection, maintenance or repair, or provide the service requested in accordance with the description of work. The description of work will also include procuring and furnishing all approvals and authorizations, permits, and certificates and policies of insurance as specified herein necessary to complete the work. Actual travel time to and from City facilities is not reimbursable under the contract. Travel costs shall be included in the price as proposed. Extra charges will not be allowed for delivery, mileage, travel or any other type of surcharge.

Pricing must be listed on the table below. Failure to provide complete and accurate pricing may result in proposal disqualification.

OCCUPATIONAL HEALTH SERVICES	Flat Rate	Total Price
<b>Total All-Inclusive Price</b>		



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) OCCUPATIONAL HEALTH SERVICES

### FORM F - PROPOSER ACKNOWLEDGEMENT AND ACCEPTANCE

By signing below, the undersigned, hereinafter referred to as "proposer" and/or "service provider", certifies that they have read, understand, and agree to all terms, conditions, and specifications outlined in this Request for Proposal (RFP) and the Professional Service Agreement. The proposer further certifies that all information provided in this submission is accurate and complete, and that they are authorized to submit this proposal on behalf of the company.

The proposer acknowledges that submission of this proposal constitutes a firm and binding offer to provide the services as specified, at the prices stated, and in accordance with all requirements set forth in the RFP and the Professional Service Agreement. The proposer further understands that failure to comply with the requirements of this RFP may result in disqualification.

Is your company currently debarred, suspended, or otherwise prohibited from conducting business in the State of Iowa? (required checkbox):  Yes  No

#### Safety Record:

Has your company received an OSHA violation in the past five (5) years? (required checkbox)  
 Yes  No

If yes, please attach copies of the citations and an explanation of how they have been resolved.

#### Addenda Acknowledgment

By submitting this proposal, the proposer acknowledges receipt and review of all addenda issued, if any, and confirms that the contents have been considered in the preparation of this response. It is the proposer's responsibility to ensure they have received and reviewed all applicable addenda prior to submission. (required checkbox)  Yes  No

#### Company Information:

Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Date: \_\_\_\_\_

#### Personnel:

Name and title of person overseeing the City account: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Email: \_\_\_\_\_



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) OCCUPATIONAL HEALTH SERVICES

### STANDARD TERMS AND CONDITIONS

#### Additions/Deletions of Service

The City reserves the right to add and/or delete services during the term of the Contract. Should a service requirement be deleted, payment to the service provider will be reduced proportionately, in accordance with the proposed price to the amount of service reduced. Should additional services be required from this Contract, prices for such additions will be negotiated between the service provider and the City.

#### Incurring Costs

The City is not liable for any costs incurred in replying to this solicitation or any travel expenses if invited to an interview.

#### Contract Negotiations

The City reserves the right to negotiate contract terms after the successful proposer is selected. Selection will be based on the proposal and subsequent interviews, if any; therefore, proposals must be complete.

#### OSHA Inspections/Citations

Service provider shall notify the Project Manager or designee of any OSHA recordable illness or injuries sustained by the service provider's employees on the City's property and of any OSHA inspections or citations issued related to work conducted on the City's property.

#### Other Potential Safety Hazards

Service provider shall abide by the requirements of any sign posted in a building that requires the use of specific personal protective equipment that restricts access to qualified or authorized people only, or that establishes other requirements for entry.

#### Tools and Equipment

The service provider shall be equipped with the normal tools of their trade and shall furnish all labor, tools and all other items necessary for and incidental to executing and completing all required work. Service provider should provide all required tools, equipment, consumable products and testing instruments needed for the job.

#### Warranties- Work

The service provider shall perform work for the City pertaining to the Project as set forth in the Contract. Service provider represents that the work and all its components shall be free of defects; shall be performed in a manner consistent with other service providers in a similar industry and application; and shall conform to the requirements of the Contract.

Service provider shall be responsible for the quality, technical accuracy, completeness, and coordination of all work performed under the Contract. Service provider shall, promptly and without charge, provide all corrective work necessary because of service provider's acts, errors, or omissions with respect to the quality and accuracy of the work.



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) OCCUPATIONAL HEALTH SERVICES

Service provider shall be responsible for all damages to property or persons as a result of service provider's acts, errors, or omissions, and for any losses or costs to repair or remedy any work undertaken by City based upon the work as a result of any such acts, errors, or omissions. Service provider's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of City or service provider.

### **Warranties - Intellectual Property**

Service provider represents and warrants that all the materials, goods and work produced or provided to the City pursuant to the terms of the Contract shall be wholly original with the Service provider or that the service provider has secured all applicable interests, rights, permits or other intellectual property rights in such materials, goods, and work. The service provider represents and warrants that the materials, goods and work, and the City's use of same, and the exercise by the City of the rights granted by the Contract shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. Service provider further represents and warrants that the materials and works do not infringe upon the copyright, trademark, trade name, trade dress patent, statutory, common law or any other rights of any person, firm or corporation or other entity. The service provider represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and work contemplated by the Contract.

### **Hold Harmless**

The firm shall defend, indemnify and hold harmless the City, its officials, employees, agents, service providers, and assigns from any and all claims, demands, causes of action, liability, loss, damage, or injury, both to person and property, arising out of, related to, or connected with arising from the service provider's operations under this contract, whether such operations be by the service provider or by any subcontractor or by anyone directly or indirectly employed by the firm or a subcontractor. This indemnification applies to and includes, but is not limited to, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, expert witness fees, investigation fees, settlements, related costs or expenses, interest, and any reimbursements incurred by or assessed to the City, its officials, employees, agents, service providers, and assigns. The service provider shall provide the City with prompt notice of any such claim, demand, or action so that the City may, at its option, defend or settle such claim, demand, or action. The service provider shall have no right of coverage under any existing or future City insurance policies.

The Hold Harmless and Indemnification Agreement will be effective upon execution and of indefinite duration unless otherwise terminated by the City, at the City's sole discretion. The terms of this Agreement shall be binding upon firm's successors and assigns.

### **Contract Duration and Price Changes**

At no point will pricing for goods and services be allowed to rise above stated contract. Additional goods and services may be added during this time for an additional cost if mutually agreed upon.

### **Contract Documents**

The proposer's response to this RFP, response to questions and written addenda will become part of the contractual documents upon signing of contract documents. The order of precedence shall be signed contract, response to follow-up questions, response to addenda and response to the RFP. The most recently dated response to an item will supersede other items referencing the same topic.



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) OCCUPATIONAL HEALTH SERVICES

### **Confidentiality Of Information**

Throughout the evaluation process, the submitted proposals will be held confidential if so requested by the Proposer. Throughout the evaluation process, the information therein will not be made available to any other party, unless required by law. No debriefings or scoresheets will be released before final recommendation.

After the award, the content of the selected proposal will be considered public information. Any submitted information that is considered a trade secret, rendered confidential via a non-disclosure agreement with the City, or is otherwise confidential, must be so labeled. The City will not disclose material so labeled, unless required by law. In any event, the City will notify the proposer when any such information is disclosed.

All proposal material supplied, including supporting material and information disclosed during the proposal evaluation process, will become the property of the City, and will be retained for internal use. The City reserves the right to retain all proposals submitted and to use an idea in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the proposer of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the proposer selected.

### **Non-Discrimination**

The service provider contractually agrees to administer all functions pursuant to this Agreement without discrimination because of age, color, creed, disability, familial status, gender identity, lawful source of income, marital status, national origin, race, religion, or sex or sexual orientation. Further, the service provider agrees to comply with all applicable provisions in the Federal Americans with Disabilities Act and Civil Rights Act of 1964.

### **Insurance Requirements**

The following insurance requirements are the standard requirements for contracting with the City of Marion. There may be situations or circumstances where a deviation from these requirements is necessary or beneficial. The service provider should note any requested changes to the insurance requirements and state the reasons for said request.

Please issue a certificate of insurance to the City of Marion reflecting at least the following minimum insurance requirements:

#### **GENERAL LIABILITY:**

Each Occurrence \$1,000,000

Personal and Advertising Injury \$1,000,000

General Aggregate \$2,000,000

Contractual Liability

Coverage for operations by independent service providers

#### **AUTOMOBILE LIABILITY:**

Combined Single Limit \$1,000,000

Hired, Owned, and Non-Owned

Liability Contractual Liability



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) OCCUPATIONAL HEALTH SERVICES

### UMBRELLA/EXCESS LIABILITY

Limit: \$1,000,000

### WORKERS COMPENSATION:

State Statutory Limits: \$500,000/\$500,000/\$500,000

Waiver of Subrogation in favor of the City of Marion

Additional coverage considerations may be warranted depending on the type/scope of contracted work.

### List Certificate Holder Information As:

City of Marion  
1225 6th Avenue; Suite 170  
Marion, IA 52302

The certificate of insurance should be provided each year upon renewal.

In addition, please name the City of Marion as an additional insured, on a primary and non-contributory basis including a waiver of subrogation in favor of the City of Marion. Our business partners shall defend, indemnify and hold the City of Marion its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of the relationship but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the business partner, its officers, agents or employees.

### **Taxes**

The City of Marion is exempt from sales tax and certain other use taxes. Any charges for taxes will not be included on the invoices before payment is made. The Marion Tax ID number is 42-6004932.

### **Payment Terms**

Payment terms for services authorized under the contract shall be net forty-five (45) days upon receipt of an acceptable original invoice and after services are provided, inspected, and accepted and all required documentation and reports are received in a format acceptable to the City.

Proposer must provide contact information in the form of the City vendor registration form and W9 upon award of the contract to [purchasing@cityofmarion.org](mailto:purchasing@cityofmarion.org).

### **Withholding Payment**

The City may withhold payment for reasons including, but not limited to the following:

- a) Work that is defective, inaccurate, flawed, unsuitable, nonconforming or incomplete due to negligence of the service provider.
- b) Damage for which service provider is liable under the Contract.
- c) Valid liens or claims of lien.
- d) Valid claims of Subcontractors or other people.
- e) Delay in the progress or completion of the work.
- f) Inability of service provider to complete the work.



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) OCCUPATIONAL HEALTH SERVICES

- g) Failure of service provider to properly complete or document any pay request or invoice.
- h) Any other failure of service provider to perform any of its obligations under the Contract; or
- i) The cost to City, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of City's remedies set forth in the Contract.

### **Service Provider's Employees**

Any person making deliveries to or working on City property must be identified by uniform, proper identification or a marked vehicle. The service provider shall only furnish employees who are qualified, proficient and certified or licensed for work under the Contract including proper tools, test instruments and safety equipment.

If, in the opinion of the City, an employee of the service provider is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the Contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under the Contract.

### **Safety**

Service provider will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All buildings, equipment and furnishings shall be protected by the service provider from damage, which might be done or caused by work performed under the Contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the service provider. The service provider should erect, install, and maintain all temporary public walks, warning signs, barricades, and other protective means as may be necessary for the protection of the public from injury. Service provider certifies that all items or services delivered herein comply with all ANSI Standards and with the Federal Occupational Safety and Health Act of 1970, as applicable.

Service provider should exercise the utmost care when working on City property. The service provider shall be responsible for and indemnify and hold the City harmless from all damage to the facility that may occur during this project. Any damage that may occur shall be reported to the City immediately. The City may direct the service provider to undertake immediate and reasonable steps to repair and remediate any damage. The service provider shall maintain a written log describing all property damage reports, and the service provider's activities to repair and remediate. This log shall include the dates for each damage report, pictures, contact information and resolution. If property damaged by the service provider is not repaired or remediated in a timely basis as directed by the City, and to the satisfaction of the City, the City may, at its option, have the damage repaired at the service provider's expense to be reimbursed to the City.

### **Work Schedule**

The service provider shall attempt to complete all requested work during standard workweek hours and without the necessity of overtime labor. Should it be determined, that work cannot be completed during the course of standard workweek hours, the service provider shall gain authorization from Project Manager or designee for such overtime labor. Authorization must be received prior to commencement of such work.



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) OCCUPATIONAL HEALTH SERVICES

### **Waste Disposal - Clean-Up**

Removal and off-site disposal of waste will be the responsibility of the service provider. Debris and trash shall be removed at the end of each day's work. Upon completion, the work area shall be left clean of debris and trash associated with the work. There shall be no additional charges to the City for removal and/or disposal of materials. All defective materials shall be removed in accordance with all applicable rules, regulations, codes, law, ordinances, statutes, etc.

### **Subcontracts - Assignments**

No part of this project will be subcontracted or assigned without prior written consent of the City, excluding any emergency work. Any Subcontractor or assignee must meet the same qualifications in their field as the prime service provider. Service provider shall be responsible for any payments to Subcontractors. Subcontractors must meet all requirements as specified in this contract (i.e. training, safety, insurance, etc.).

### **Police Department - Service Provider Security**

All service providers and their employees that will be doing work on-site at the Marion Police Department (MPD) facility will be required to adhere to the security procedures of the Police Department in accordance with national standards.

## **PROFESSIONAL SERVICE AGREEMENT**

**THIS AGREEMENT**, made and entered this \_\_\_\_\_ day of \_\_\_\_\_, by and between the **CITY OF MARION**, a municipal corporation of the State of Iowa, hereinafter referred to as "City," and \_\_\_\_\_ hereinafter referred to as "Service Provider" for services hereinafter described. Together the City and the Service Provider shall collectively be referred to as "the parties" or singularly as "party"

**WHEREAS**, the City is in need of \_\_\_\_\_ hereinafter referred to as "Services"; and

**WHEREAS**, the City solicited proposals for said Services; and

**WHEREAS**, the Service Provider was determined by the City Council to be the best suited to meet the City's needs for the Services.

### **NOW, THEREFORE, THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:**

1. **Duties of the Service Provider:** The Service Provider agrees to perform all those duties set forth in the Scope of Work attached as "Exhibit A"
  
2. **Duties of the City:** The City agrees to perform the following duties:



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) OCCUPATIONAL HEALTH SERVICES

- a. Make payments in accordance with the other provisions of this Agreement.
3. Fees, Billing, and Payment:
  - a. Fees shall be charged in accordance with the Schedule of Fees attached as "Exhibit B."
  - b. The total amount of fees shall not exceed \$\_\_\_\_\_.
  - c. The Service Provider shall submit regular invoices to the City for work performed pursuant to the terms of this Agreement.
  - d. Payment will be made by the City within forty-five (45) days of receipt of an accurate invoice, approved by the City's contact person or his/her designee.
4. Indemnification and Hold Harmless: The Service Provider agrees to indemnify and hold harmless the City and its officers, agents and employees from all loss, liability, claims or expense (including reasonable attorneys' fees) arising out of negligent or intentional act or error or omission of the Service Provider, its agents, servants or employees in the performance of services under this agreement, whether direct or indirect, except that Service Provider shall not be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the City or any of its officers, agents or employees.

The execution of the agreement by Service Provider shall obligate Service Provider to comply with the foregoing indemnification provision, however, the collateral obligation of insuring this indemnity must be complied with as set forth below.

5. Insurance: Service Provider agrees to carry insurance of a nature and in the amount standard for their industry.
6. The contact person for each party shall be:
  - a. For the City:
  - b. For the Service Provider:



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) OCCUPATIONAL HEALTH SERVICES

7. Termination: Either party may terminate this Agreement at any time by giving the other party thirty (30) days written notice of termination prior to the end of the term as described herein.
8. Non-Discrimination: The service provider contractually agrees to administer all functions pursuant to this Agreement without discrimination because of age, color, creed, disability, familial status, gender identity, lawful source of income, marital status, national origin, race, religion, or sex or sexual orientation. Further, the service provider agrees to comply with all applicable provisions in the Federal Americans with Disabilities Act and Civil Rights Act of 1964.
9. Governing Law and Jurisdiction: The parties agree that this Agreement is governed by the laws of the State of Iowa, and the 6th Judicial District in the State of Iowa shall have exclusive jurisdiction over any claim or claims arising out of or related to this Agreement.
10. Amendment: This Agreement may be amended in writing by mutual agreement of the City and the Service Provider.
11. Severability: The parties intend and agree that if any provision of this Agreement or any portion thereof shall be held to be void or otherwise unenforceable, all other portions of this Agreement shall remain in full force and effect.
12. Assignment: This Agreement shall not be assigned without the prior written consent of the parties.
13. Entire Agreement: This Agreement shall constitute the entire agreement of the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein. All prior agreements, understandings and discussions are hereby superseded by this Agreement
14. Term: This Contract, unless amended as provided herein, shall be in effect until \_\_\_\_\_.
15. Waiver: Waiver of any provision of this agreement shall neither be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect, nor shall any waiver be deemed to constitute a waiver of any other provision, whether or not similar.



## NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) OCCUPATIONAL HEALTH SERVICES

**IN WITNESS WHEREOF**, the parties to this Agreement have set their hands on the day and year first written above.

**"CITY":**

**CITY OF MARION**

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Rachel Bolender, City Clerk

**"SERVICE PROVIDER":**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_