



## City of Great Falls /Great Falls Fire Rescue

### Request for Proposals

### Annual Firefighter Medical Physicals/Wellness Exams

The City of Great Falls/Great Falls Fire Rescue (GFFR) invites you to submit a proposal to perform comprehensive annual medical physicals and wellness exams for its 63 emergency response personnel.

The City of Great Falls appreciates your time and effort in preparing a proposal. Please note that all proposals must be submitted in a sealed envelope labeled: Proposal — Medical Physical/Wellness Exam Services —Great Falls Fire Rescue. Proposals are to be mailed or hand-delivered to:

Attn: City Clerk  
City of Great Falls  
P.O. Box 5021  
Great Falls, Mt 59403

Or, in person at 2 Park Drive South, Room 204, Great Falls, MT 59401.

**Regardless of the delivery method, proposals must be received no later than 5:00 PM on 15 NOVEMBER 2017**

After evaluation of the proposals, a recommendation for award of a Professional Services Agreement will be presented at a City Commission meeting.

Actual services will be scheduled at a time determined by the Assistant Chief of Operations and is anticipated to occur in Calendar Year 2018.

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## **GENERAL SPECIFICATIONS**

Please read the requirements/specifications thoroughly and be sure that the Proposal offered complies with all requirements/specifications noted. Any variation from the Request for Proposal (RFP) requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFP. If no exceptions are noted, and you are the successful Proposer, it will be required that the service(s) be provided as specified.

### **a. PURPOSE**

The purpose of this RFP is to execute a Professional Services Agreement, which complies with the material provisions of the draft Professional Services Agreement attached hereto, for:

#### **Annual Firefighter Medical Physicals/Wellness Exams**

The Great Falls Fire Rescue (GFFR) is a full paid fire department providing Fire Suppression, Advanced Life Support Emergency Medical Services, Hazardous Material Response, and Technical Rescue services to the citizens of the City of Great Falls, Montana. GFFR has had a comprehensive and active employee wellness program but has not included annual medical physicals for all 63 of its emergency response personnel.

The selected Proposer shall be required to perform, at a minimum, the functions indicated under the Scope of Work section of this document. Alternate services to those indicated under the Scope of Work may be proposed by the Proposer based on expertise and experience of the Proposer, but must be noted in the proposal as an additional or alternately proposed service to those which are specified. Any additional services not specifically addressed in this RFP or the Proposer's response shall be negotiated and agreed upon prior to entering into any contract.

**A three year service proposal is required and must specify any proposed fee increase from year to year. Optional pricing shall be included for additional GFFR personnel on a per person basis.**

### **b. PROPOSAL SUBMITTAL**

Proposals shall be submitted in sealed envelopes as noted on Page 1 and include three (3) complete copies. Proposals submitted by facsimile (fax) or e-mail shall NOT be accepted. Late Proposals will NOT be accepted and will be returned unopened to Proposer. Failure to meet RFP requirements may be grounds for disqualification.

**c. RIGHT TO REJECT/AWARD**

The City of Great Falls reserves the right to reject any or all proposals, to waive any or all informalities or technicalities, and to make such awards of contract as may be deemed to be the best qualified and most advantageous to the City.

**d. ALTERATIONS/AMENDMENTS TO SUBMITTED PROPOSALS**

Proposals CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by Proposer guaranteeing authenticity. No Proposal may be withdrawn after opening time without acceptable reason in writing and only after approval by The City of Great Falls.

**e. LIST OF EXCEPTIONS**

The Proposer shall attach to his/her Proposal a list of any exceptions to the specifications/ requirements.

**f. COMMUNICATIONS/INTERPRETATIONS**

All Proposer communications, including questions and interpretations/clarifications of the requirements/specifications with regard to any portion of this RFP shall be directed in writing via mail, fax or email to:

The Great Falls Fire Rescue  
105 9<sup>th</sup> Street South  
Great Falls, Montana 59401

Stephen A. Hester, Fire Chief  
(406) 791-8965 (fax only)  
shester@greatfallsmt.net

Please refer to Paragraph (10) entitled "Addenda and Modifications" for further details and information.

**g. CONFIDENTIAL INFORMATION**

Any proposal information deemed to be confidential by the Proposer should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Montana Freedom of Information Act, since information deemed to be confidential by the Proposer may not be considered confidential under Montana Law, or pursuant to a Court order. Proposer recognizes that this Agreement involves interaction with a public entity. Any oral or written information provided to the

City or its employees by Proposer may be subject to public inspection under Montana or other applicable law and may be subject to records retention laws. If a request for Proposer's information is made, City will notify Proposer of such request. If Proposer intends to claim that any such requested documentation is "Confidential Information" or confidential, proprietary, or trade secret information as identified in Mont. Code Ann. §30-14-402, or otherwise under applicable law, it will be required to take any and all steps necessary, including court action, to establish that the information is not subject to public disclosure.

**h. CONFIDENTIALITY OF MEDICAL INFORMATION**

It is a requirement of the City of Great Falls that medical information gathered from the physical exams remain confidential under applicable laws, including but not limited to the Montana Constitution, Montana Uniform Health Care Information Act, Health Insurance Portability and Accessibility Act (HIPAA). The Fire Chief or designated representative shall serve as the liaison with the Proposer. Communications regarding the program shall be coordinated with the Assistant Chief of Operations and shall include the information necessary for the GFFR to maintain a safe and effective workplace. Specific results, especially any results falling outside normal limits shall be shared as soon as possible with the individual.

Medical records shall remain confidential and be maintained by the Proposer. These records shall be used to establish on-going assessment and evaluation of individual progression from baseline data through time. This information will be accessible upon request by the individual.

**i. CONFLICT OF INTEREST**

Any vendor or person considering doing business with the City should identify the vendor or person's affiliation or business relationship that might cause a conflict of interest with the City.

**j. ADDENDA AND MODIFICATIONS**

Any changes, additions, or clarifications to the RFP will be made by Addenda. Any Proposer in doubt as to the true meaning of any part of the RFP may request an interpretation or clarification from The Fire Chief. Such requests shall be sent in writing to Fire Chief Steve Hester, [shester@greatfallsmt.net](mailto:shester@greatfallsmt.net). Verbal requests will not be accepted. In the event the Fire Chief deems the interpretation/clarification to be substantial, the interpretation/clarification will be made by written addendum. Said Addendum will be posted on the City's website at: <https://greatfallsmt.net/rfps>. All Addenda issued with respect to this RFP shall be considered official changes to the original documents. It

shall be the Proposer's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Proposers are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Proposal Submittal. Proposer's signature on Addenda shall be interpreted as the Proposer's "recognition and compliance with" official changes as outlined by the City and as such are made part of the original solicitation documents. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums will be available online at <https://greatfallsmt.net/rfps>.

#### **k. PROPOSAL EVALUATION**

A selection committee will evaluate and rank the written Proposals after which the committee will make a recommendation to the City Commission. Proposal selection and contract award will be subject to Commission approval. The City reserves the right to reject any and all Proposals. (See Page 11 for Evaluation Process and Scoring)

#### **I. RFP PREPARATION COSTS**

The City of Great Falls shall not be held liable for any costs incurred by any Proposer for work performed in the preparation of and production of a Proposal or for any work performed prior to execution of contract.

## SCOPE OF WORK

Proposer must commit to delivering the below noted services with appropriately trained and qualified personnel for approximately 63 GFFR emergency response personnel.

**1. Laboratory analysis must include: (must take place prior to physical examinations and reviewed with personnel during physical examinations):**

- a. Chem. 24
- b. Complete blood count
- c. Total lipid panel
- d. Thyroid panel
- e. Hemoglobin A1C
- f. Glucose
- g. Urinalysis
- h. Hepatitis B surface antibody
- i. HCV antibody
- j. Heavy metal urine — 33 Haz-Mat Members Only
- k. Cholinesterase — 33 Haz-Mat Members Only
- l. PSA prostate cancer marker — Men
- m. Testosterone metabolic marker—Men
- n. Ovarian cancer marker CA-125 — Women

Laboratory analysis should be completed for the results to be reviewed with the individual at the time of the exam. If multiple trips are required, this should be identified in the proposal for scheduling purposes.

**2. Comprehensive medical exam must include, at a minimum:**

- a. Detailed medical history;
- b. Hands-on physical exam;
- c. Vital signs;
- d. Occupational hearing and vision screening;
- e. TB skin test;
- f. Skin cancer screening; and
- g. Consultation with review of results.

**3. Cardiopulmonary evaluation must include, at a minimum:**

- a. Cardiac treadmill stress test with EKG;
- b. OSHA type respiratory questionnaire; and
- c. Pulmonary function testing.

**4. Ultrasound imaging to include, at a minimum:**

- a. Echocardiogram (heart with function);
- b. Carotid arteries with CIMT vascular age;
- c. Aorta and aortic valves;

- d. Internal organs - liver, pancreas, gall bladder, kidneys, and spleen;
- e. Testicular and prostate — Men;
- f. Ovaries and uterus —Women;
- g. Bladder; and
- h. Thyroid.

**5. Fitness Analysis**

- a. Metabolic analysis with body fat;
  - b. Strength, endurance, and flexibility analysis;
  - c. Diet and nutritional recommendations; and
  - d. Personal exercise prescription.
6. Written medical clearance issued to GFFR for each individual to perform emergency response services in compliance with National Fire Protection Association Standard 1582.

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## QUALIFICATIONS

A **cover letter** should be included with the proposal submittal identifying one contact person by name, address, telephone number, fax number and email address, who will be designated as customer service representative, and briefly outline how the Proposer will meet the needs for conducting Annual Firefighter Medical Physicals/Wellness Exams for Great Falls Fire Rescue.

Proposals should include a **historical summary of the Proposer's experience** in conducting Fire Service specific baseline medical evaluations and **key business data about the Proposer organization, if applicable**.

The Proposer will **identify the staff** (including any and all subcontractors) that will provide the services defined in this RFP, under the following criteria:

- a. Medical Physicals/Wellness Exams may be administered by a doctor of medicine, doctor of osteopathy, or a nurse practitioner licensed in the State of Montana. Doctors of medicine or osteopathy should have completed residency training in an accredited medical training program, and/or American Boards of Medical Specialties (ABMS), or American Osteopathic Association (AOA) Board certified.
- b. Identify a Proposer Project Manager as a primary contact with the Fire Chief or designated representative for the duration of the contract, and a consistent point of contact for scheduling exams and other work scope matters.
  - i. For each member of the Proposer team, describe the role that she/he will serve. Indicate those members of the team who will work closely with the Fire Chief or designated representative;
  - ii. Please indicate the members of your project team who are sub-contractors (if any) to your organization;
  - iii. Include the ratio of staff to subcontractors in your proposed project team; and
  - iv. Provide a short resume for each of the key medical and management project staff members and medical providers as appendices. Resumes should be no longer than one (1) page and should contain the following information about each project member:
    - a) Position with the Company and work location;
    - b) Years with the Company;
    - c) Education, Licenses, and Certifications; and
    - d) Work experience related to purpose of contract.

Proposals shall outline proven practices and procedures that will be used to perform the services, including but not limited to:

- a. Assurance of primary Health Care Provider qualification;
- b. Plan detail of evaluation activities, including confidentiality of records;
- c. Plan for maintaining written documentation regarding follow-up/referral program or procedure(s) recommendations; and
- d. Provide a separate document, signed by the official representative of the provider, of assurance that confidentiality requirements are acknowledged and shall be met.

The Proposal should **identify three current, major clients**, particularly other fire departments and/or governmental entities. Utilizing the Reference Form provided (Exhibit "A"), include contact names and telephone numbers, indicate how long your firm has provided occupational medical exam services to these clients, and the approximate number and type of exams conducted in each organization.

Proposal Administrative Requirements:

To be considered responsive, proposals must include the information requested. To facilitate evaluation, proposals should be organized in the order as shown below. (Double-sided copying and recycled paper is encouraged).

**Proposal Information Order:**

- a) Information as listed under qualifications above
- b) –Exhibit A Reference Form
- c) Bid Sheet
- d) Minimum Insurance Requirements

To the extent possible, proposals should be prepared on 8-1/2" x 11" paper and bound or stapled. Proposals should not exceed 20 pages. Supplemental information and examples of aggregate and or individual report formats may be attached to formal proposals as appendices.

Proposers are advised that the evaluation committee's ability to conduct a thorough evaluation of proposals is dependent on the Proposers' ability and willingness to submit proposals, which are well-ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is the Proposers' responsibility.

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**PROPOSAL EVALUATION PROCESS**

Written proposals will be evaluated and rated by the Evaluation Committee. Ratings will be based on the Proposers' experience providing similar services for a Fire Department of the size and complexity of Great Falls Fire Rescue, reasonableness of proposed fee schedule and basis for periodic adjustment; ability to provide appropriate levels of staffing support and service to and coordination with the Fire Chief or designated representative; ability to provide clear and timely results; overall presentation and general approach to providing customer service and factors which are in the City's best interest.

The Evaluation Committee will contact references to help verify the Proposers' ability to perform the Scope of Services outlined herein.

Proposals will be scored using the following criteria:

<b>ITEM</b>	<b>POINTS</b>
Cost	40
Proposer's ability to deliver the services as specified in the Scope of Work	30
Proposer Qualifications, Expertise and Experience	30

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**EXHIBIT "A" "REFERENCE FORM**

<b>REFERENCE ONE</b>	
Entity Name	
Contact Person	
Telephone Number	
E-mail Address	
Provided services to this entity for how long?	
Approx. number & type of exams conducted for this entity? <i>(you may write about this on a separate sheet and attach it)</i>	

<b>REFERENCE TWO</b>	
Entity Name	
Contact Person	
Telephone Number	
E-mail Address	
Provided services to this entity for how long?	
Approx. number & type of exams conducted for this entity? <i>(you may write about this on a separate sheet and attach it)</i>	

**EXHIBIT "A" — REFERENCE FORM CONTINUED**

<b>REFERENCE THREE</b>	
Entity Name	
Contact Person	
Telephone Number	
E-mail Address	
Provided services to this entity for how long?	
Approx. number & type of exams conducted for this entity? <i>(you may write about this on a separate sheet and attach it)</i>	

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**EXHIBIT "B" BID SHEET**

Laboratory analysis must include: (must take place prior to physicals and reviewed during physicals):

Item	Cost
1. Chem. 24	
2. Complete blood count	
3. Total lipid panel Thyroid panel Hemoglobin A1C Glucose	
4. Urinalysis	
5. Hepatitis-B surface antibody	
6. HCV antibody	
7. Heavy metal urine — 33 Haz-Mat Members Only	
8. Cholinesterase —33 Haz-Mat Members Only	
9. PSA prostate cancer marker - Men	
10. Testosterone metabolic marker - Men	
11. Ovarian cancer marker CA-125 -Women	

*Laboratory analysis should be completed in such a way for the results to be reviewed with the individual at the time of the exam. If multiple trips are involved, this should be identified in the proposal for scheduling purposes.*

Item	Cost
1. Laboratory analysis as listed above <u>without Haz-Mat</u> - Men:	
2. Laboratory analysis as listed above <u>without Haz-Mat</u> - Women:	
3. Laboratory analysis as listed above <u>with Haz-Mat</u> - Men:	
4. Laboratory analysis as listed above <u>with Haz-Mat</u> - Women:	

Comprehensive medical exam to include:

Item	Cost
1. Detailed medical history	
2. Hands on physical exam	
3. Vital signs	
4. Occupational hearing and vision screening <b>TB</b> skin test	
5. Skin cancer screening	
6. Consultation with review of results	
Comprehensive medical exam as listed above:	\$

**EXHIBIT "B" BID SHEET CONTINUED**

Cardiopulmonary evaluation to include:

Item	Cost
1. Cardiac treadmill stress test with EKG OSHA type	
2. Respiratory questionnaire	
3. Pulmonary function test:	
<b>Cardio pulmonary evaluation as listed above:</b>	\$

Ultrasound imaging to include:

Item	Cost
1. Echocardiogram (heart with function)	
2. Carotid arteries with CIMT vascular age	
3. Aorta and aortic valve	
4. Internal organs - liver, pancreas, gall bladder, kidneys, and spleen Testicular and prostate — Men	
5. Ovaries and uterus — Women	
6. Bladder	
7. Thyroid	
<b>Ultrasound imaging as listed above:</b>	

Fitness Analysis:

Item	Cost
1. Metabolic analysis with body fat	
2. Strength, endurance, and flexibility	
3. analysis Diet and nutritional recommendations	
4. Personal exercise prescription	
<b>Fitness Analysis as listed above</b>	

**EXHIBIT "B" BID SHEET CONTINUED**

Written medical clearance issued to GFFR for each individual to perform emergency response services in compliance with National Fire Protection Association Standard 1582.

Written respiratory protection clearance issued to GFFR for each individual to wear positive and negative pressure respiratory protection in compliance with OSHA respiratory protection standard, 29CFR1910.134.

**Per Head Packaged Cost for all listed items:**

Item	Cost
Men without Haz-Mat	
Women without Haz-Mat	
Men with Haz-Mat	
Women with Haz-Mat	

Services for optional tests/screening may be proposed, with costs, based on service and experience of the Proposer. Proposer may attach a sheet to this Bid Sheet outlining the services and costs.

Any additional services not specifically addressed in this RFP or the Proposer's response shall be negotiated and agreed upon prior to entering into any contract.

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## MINIMUM INSURANCE REQUIREMENTS

If selected for the contract award, Proposer agrees to maintain and require its subcontractors to maintain at all times during the contract term the following coverage at no less than the limits indicated:

Proposer shall purchase and maintain insurance coverage as set forth below. The insurance policy must name the City, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured and be written on a “primary—noncontributory basis, and on an occurrence, not a claims made basis.” Proposer will provide the City with applicable additional insured endorsement documentation substantially similar or identical to the example set forth below. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of “A.M. Best Rating” of A-, VI, as will protect the Proposer, the various acts of subcontractors, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from operations and completed operations under this Agreement. All insurance coverage shall remain in effect throughout the life of this Agreement and for a minimum of one (1) year following the date of expiration of Proposer’s warranties. All insurance policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Proposer, City, and all other additional insureds to whom a certificate of insurance has been issued. All insurance documentation shall be in a form acceptable to the City.

### **Insurance Coverage at least in the following amounts is required:**

1. Commercial General Liability      \$1,000,000 per occurrence  
    (bodily injury & property damage) \$2,000,000 aggregate
2. Automobile Liability                \$1,000,000 combined single limit
3. Workers’ Compensation            Not less than statutory limits
4. Employers’ Liability                 \$1,000,000
6. Professional Liability (E&O)      \$1,000,000 per occurrence  
    \$2,000,000 aggregate

Proposer may provide applicable excess or umbrella coverage to supplement Proposer’s existing insurance coverage, if Proposer’s existing policy limits do not satisfy the coverage requirements as set forth above.

The limits of such insurance shall in no way be construed as limiting Proposer’s obligation to completely defend, indemnify and hold harmless the City of Great Falls.

## PROFESSIONAL SERVICES AGREEMENT

### Annual Firefighter Medical Physicals/Wellness Exams

**THIS AGREEMENT** is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as "City," and \_\_\_\_\_, hereinafter referred to as "Provider."

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

**1. Purpose:** City agrees to hire Provider as an independent contractor to perform for City services described in the Scope of Services attached hereto as Exhibit "A" and by this reference made a part hereof.

**2. Term of Agreement:** This Agreement is effective upon the date of its execution through \_\_\_\_\_, 20\_\_\_. Both parties reserve the right to cancel this Agreement by providing a written thirty (30) day notice to the other party. The parties may extend this agreement in writing prior to its termination.

**3. Scope of Work:** Provider will perform the work and provide the services in accordance with the requirements of the Scope of Services.

**4. Payment:** City agrees to pay Provider \_\_\_\_\_ (\$\_\_\_\_\_) per \_\_\_\_\_ for services performed pursuant to the Scope of Services. Any alteration or deviation from the described work that involves extra costs will be performed by Provider after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

**5. Independent Contractor Status:** The parties agree that Provider is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Provider is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Provider is not authorized to represent the City or otherwise bind the City in any dealings between Provider and any third parties.

Provider shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Provider shall maintain workers' compensation coverage for all members and employees of Provider's business, except for those members who are exempted by law.

Provider shall furnish the City with copies showing one of the following: **(1)** a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or **(2)** proof of exemption from workers' compensation granted by law for independent contractors.

**6. Indemnification:** To the fullest extent permitted by law, Provider shall fully indemnify, defend, and save City, its agents, representatives, employees, and officers harmless from and against any and all claims, actions, costs, fees, losses, liabilities or damages of whatever kind or nature arising from or related to Provider's performance of this Agreement or work of any sub provider or supplier to Provider.

**7. Insurance:** Provider shall purchase and maintain insurance coverage as set forth below. The insurance policy must name the City, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured and be written on a "primary—noncontributory basis, and on an occurrence, not a claims made basis." Provider will provide the City with applicable additional insured endorsement documentation substantially similar or identical to the example set forth below. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of "A.M. Best Rating" of A-, VI, as will protect the Provider, the various acts of sub-providers, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from operations and completed operations under this Agreement. All insurance coverage shall remain in effect throughout the life of this Agreement and for a minimum of one (1) year following the date of expiration of Provider's warranties. All insurance policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Provider City, and all other additional insureds to whom a certificate of insurance has been issued. All insurance documentation shall be in a form acceptable to the City.

**Insurance Coverage at least in the following amounts is required:**

1. Commercial General Liability      \$1,000,000 per occurrence  
    (bodily injury & property damage) \$2,000,000 aggregate
2. Automobile Liability              \$1,000,000 combined single limit
3. Workers' Compensation          Not less than statutory limits
4. Employers' Liability                \$1,000,000
6. Professional Liability (E&O)    \$1,000,000 per occurrence  
    \$2,000,000 aggregate

Provider may provide applicable excess or umbrella coverage to supplement Provider's existing insurance coverage, if Provider's existing policy limits do not satisfy the coverage requirements as set forth above.

Additional Insured Endorsement Example:

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**8. Professional Service:** Provider agrees that all services and work performed hereunder will be accomplished in a professional manner.

**9. Compliance with Laws:** Provider agrees to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA. As applicable, Provider agrees to purchase a City safety inspection certificate

**10. Nondiscrimination:** Provider agrees that all hiring by Provider of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by state and/or federal law.

11. **Default and Termination:** If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

12. **Modification and Assignability:** This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written Agreement, may be considered valid or binding. This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. The Provider may not subcontract or assign Provider's rights, including the right to compensation or duties arising hereunder, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

13. **Ownership and Publication of Materials:** All reports, information, data, and other materials prepared by the Provider pursuant to this Agreement are the property of the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the Provider for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Provider. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.

14. **Liaison:** City's designated liaison with Provider is \_\_\_\_\_ and Provider's designated liaison with City is \_\_\_\_\_.

15. **Applicability:** This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana.

16. **Binding:** This Agreement and all of the covenants hereof shall inure to the benefit and be binding upon the City of Great Falls and the Provider respectively and their partners, successors, assigns and legal representatives. Neither the City nor the Provider shall have the right to assign, transfer or sublet their interest or obligations hereunder without written consent of the other party.

17. **Amendments:** Any amendment or modification of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of the Agreement.

**IN WITNESS WHEREOF**, Provider and City have caused this Agreement to be executed and intend to be legally bound thereby as of the date set forth below.

//  
//

**CITY OF GREAT FALLS, MONTANA**

**PROVIDER**

By \_\_\_\_\_  
Gregory T. Doyon, City Manager

By \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

ATTEST:

(Seal of the City)

\_\_\_\_\_  
Lisa Kunz, City Clerk

\* APPROVED AS TO FORM:

By \_\_\_\_\_  
Sara R. Sexe, City Attorney

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