



**REQUEST FOR PROPOSAL FOR CANCER/MENTAL
HEALTH/WELLNESS SCREENING FOR THE
CLEVELAND DIVISION OF FIRE**

City of Cleveland

Department of Division of Fire

601 Lakeside Ave

Cleveland, OH 44114

RELEASE DATE: October 28, 2024

DEADLINE FOR QUESTIONS: NOVEMBER 8, 2024

RESPONSE DEADLINE: NOVEMBER 15, 2024, 4:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

aluke@clevelandohio.gov

City of Cleveland
Cancer/Mental Health/Wellness Screening for the
Cleveland Division of Fire

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1. INTRODUCTION

LATE PROPOSALS WILL NOT BE ACCEPTED

The City of Cleveland invites responses to the Request for Proposal (RFP) for Cancer/Mental Health/Wellness Screening for the Cleveland Division of Fire. We ask that you strictly adhere to the following critical guidelines outlined in this document.

1.1. Summary

The City of Cleveland is seeking a local, professional firm to administer a comprehensive cancer, mental health and medical screening to provide evaluation and counseling for members of the Cleveland Division of Fire (CDF). The program shall run for two consecutive annual exams and include the opportunity for participation in research.

The scope of this Request for Proposal encompasses the **NFPA 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments** portion of the Periodic Physical Exam/Health Screening awarded to the City of Cleveland by FEMA in agreement number EMW-2022-FG-06400.

1.2. Background

Firefighters are more at risk than the general population for cancer, heart disease, mental health and other issues due to various factors. Occupational exposure as a firefighter has been classified as a Group 1 level of certainty as a carcinogen by the World Health Organization.

The Cleveland Division of Fire has been awarded a grant from FEMA to protect the health and safety of our firefighters by funding a comprehensive wellness and fitness program. The wellness and fitness program shall be designed to address all of the above concerns.

This RFP specifically asks for a proposal to include cancer screening, mental health screening and heart disease screening and provide appropriate counseling concerning the results.

1.3. Contact Information

Project Contact:

Anthony Luke

Chief of Division

1645 Superior Avenue

Cleveland, OH 44114

Email: aluke@clevelandohio.gov

Phone: [\(216\) 664-6397](tel:(216)664-6397)

Procurement Contact:

Anthony Luke

Chief of Division

1645 Superior Avenue

Cleveland, OH 44114

Email: aluke@clevelandohio.gov

Phone: [\(216\) 664-6397](tel:(216)664-6397)

Department:

Division of Fire

Department Head:

Anthony Luke

Chief of Division

1.4. Timeline

RFP Published on City website	OCTOBER 28, 2024
Virtual Pre-Proposal Conference (Optional)	NOVEMBER 5, 2024, 11:00 am <u>Meeting link:</u> https://cityclevelandoh.webex.com/cityclevelandoh/j.php?MTID=mf1d387c36977dcb991632a039d3dff79 <u>Meeting number:</u> 2302 370 9064 <u>Meeting password:</u> ehPJ23t5mWc <u>Join from a video or application</u> Dial 23023709064@cityclevelandoh.webex.com You can also dial 173.243.2.68 and enter your meeting number. <u>Join by phone</u> +1-415-655-0003 Toll Access code: 23023709064 Global call-in numbers https://cityclevelandoh.webex.com/cityclevelandoh/globalcallin.php?MTID=m241913bb87aa74fd75660c2f75696c7c
Last Day to Submit Provider Questions	NOVEMBER 8, 2024, 4:00 pm
Proposal Submission Deadline	NOVEMBER 15, 2024, 4:00 pm

1.5 Proposal Submissions

Complete and submit with your proposal the “Schedule of Items and Proposal Form,” “Qualifications of Vendor Form.” Include as many sheets as needed to present your proposal. Also submit with your proposal copies of all licenses, permits, certificates or authorizations needed to conduct the work, and all items required to be submitted by this RFP document whether or not their submission is noted in these instructions. Any proposal received after 12:00 p.m. on NOVEMBER 15, 2024 will not be considered.

If your firm is interested, please submit to the City one electronic copy. Submit the proposals, if possible, enclosed in one package. Electronic copies may be submitted on a USB drive the attention of Anthony Luke at 1645 Superior Avenue Cleveland, Ohio 44114 and must be identified on the outside of the envelope as: “[Vendor Name] Response to the City of Cleveland 2024 RFP for Firefighter Cancer & Mental Wellness” or emailed to aluke@clevelandohio.gov .

1.6. Proposal Conditions

The detail specifications and general conditions contained in this RFP document will form the basis of a contract with the successful proposer.

If your proposal is 1) incomplete, conditional, or obscure; or 2) contains additions not called for; or 3) contains irregularities of any kind; then your proposal will be considered non-responsive.

As a general proposition, non-responsive proposals will be rejected, but the City may waive irregularities if doing so is in the best interests of the City. The City shall have the right to reject any or all proposals. The City shall have the right to request additional information from a proposer.

No proposal will be accepted from, nor a contract awarded to, any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or is a defaulter as surety or otherwise upon any obligation to the City, or has failed to perform faithfully on any previous contract with the City of Cleveland.

The City will consider all elements entering into the question of determining the responsibility of the vendor.

The City recognizes the proposer’s right to request that the City is to protect only specific, limited information that is clearly marked as proprietary or trade secret. The City will not be obligated to protect obviously public, non-secret, and non-proprietary information even if labeled trade secret or proprietary. A proposer may not make a “blanket” trade secret or proprietary label of its entire proposal.

Proposer is required to comply with OBO requirements and submit required information regarding CSB, MBE, FBE – or for certain federally funded services or projects, DBE and ACDBE – participation in the contract services or project.

#TBD

Title: Cancer/Mental Health/Wellness Screening for the Cleveland Division of Fire

The minimum period of time after submission that the proposal must remain valid and acceptable is 180 days.

1.7 Proposal Schedule

RFP Issue Date: October 28, 2024

Virtual Pre-proposal conference: NOVEMBER 5, 2024 at 11:00 AM

Meeting link:

<https://cityclevelandoh.webex.com/cityclevelandoh/j.php?MTID=mf1d387c36977dcb991632a039d3dff79>

Meeting number:

2302 370 9064

Meeting password:

ehPJ23t5mWc

Join from a video or application

Dial 23023709064@cityclevelandoh.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

+1-415-655-0003 Toll

Access code: 23023709064

Global call-in numbers

<https://cityclevelandoh.webex.com/cityclevelandoh/globalcallin.php?MTID=m241913bb87aa74fd75660c2f75696c7c>

Proposal due date: NOVEMBER 27, 2024 at 12:00 PM

Direct proposal to:

Anthony Luke, Fire Chief
Cleveland Division of Fire
1645 Superior Avenue
Cleveland, Ohio 44114
aluke@clevelandohio.gov

1.8 Proposal Processing

Oral questions will only be answered during the pre-proposal conference. If at any other time, you find a discrepancy or omission in this RFP document or you have any doubt as to the meaning of any provision, please write to the city in care of the address shown below. If you do not submit your question by NOVEMBER 8, 2024, it may not be possible to reply in time for the submission of your proposal. If you have any questions, please submit them as soon as possible.

#TBD

Title: Cancer/Mental Health/Wellness Screening for the Cleveland Division of Fire

Via hand-delivery:

Anthony Luke, Fire Chief
Cleveland Division of Fire
1645 Superior Avenue
Cleveland, Ohio 44114

Via E-Mail:

aluke@clevelandohio.gov

Questions may be submitted by email to aluke@clevelandohio.gov . In the event any addendums to this announcement are required they will be posted on the City of Cleveland's website and emailed to all submissions previously received.

2. SCOPE OF WORK

2.1. Scope of Services

The City of Cleveland is seeking a professional firm to administer a comprehensive cancer, mental health and medical screening, evaluation and counseling for members of the Cleveland Division of Fire (CDF). If approved, we expect the program to begin in the 4th quarter of 2024 and continue for a two-year period.

The scope of this Request for Proposal encompasses the **NFPA 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments** portion of the Periodic Physical Exam/Health Screening awarded to the City of Cleveland by FEMA in Agreement Number EMW-2022-FG-06400. Proposals must describe:

- Location of the vendor's testing facility
- Facility business hours and days
- Facility intake procedures
- Estimated testing times for groups of 1 to 4 firefighters.
- Explanation of how data will be recorded and how it will be retained.
- Billing practices
- NFPA 1500/IAFF Wellness Fitness Initiative shall be used as a reference to guide testing with final approval given by CDF's Chief of Health and Safety.
- Identify a Program Manager to act as a single point of contact for CDF. The Program Manager shall guide and manage the program.

2.2. Cancer Screening

TYPES OF CANCER SCREENING TO BE ADMINISTERED:

- A. Lung cancer - At risk members will be identified and referred by the provider for follow up with PCP. Member will be provided with relevant data to support additional screening.
- B. Skin cancer— Head to toe skin exam.
- C. Breast cancer— At risk members will be identified and referred by the provider for follow up with PCP. Member will be provided with relevant data to support additional screening.
- D. Cervical Cancer – At risk members will be identified and referred by the provider for follow up with PCP. Member will be provided with relevant data to support additional screening.
- E. Testicular cancer — Testicular exam at baseline by a healthcare provider followed by routine self — examination education.
- F. Prostate cancer— Male uniformed personnel shall be offered a discussion regarding Prostate Specific Antigen (PSA) testing at age 50. Male uniformed personnel who are considered to be at increased risk for prostate cancer shall be offered a discussion regarding PSA testing starting at age 40.
- G. Colorectal cancer — Fecal immunochemical testing (FIT). Health care providers should also discuss the possible increased risk of colorectal cancer resulting from occupational exposures along with the risks and benefits of initiating screening at age 40 in fire fighters. If the fire fighter decides to start screening at age 40, Fecal immunochemical testing (FIT) is the method recommended for use as it has the lowest risk for adverse patient events and is the most cost effective. For ages 50—75, any of the following may be used:
 1. Annual screening with Fecal immunochemical testing (FIT).
 2. Recommend sigmoidoscopy every 5 years, with high-sensitivity fecal occult blood testing every 3 years.
 3. Recommend screening colonoscopy every 10 years.
- H. Bladder Cancer —Urinalysis and referral to urology as indicated.
- I. Thyroid cancer — Annual exam for palpable nodules
- J. Oral Cancer — Annual mouth and throat examination and assessment.
- K. Annual report delivered to CDF's Chief of Health and Safety at the conclusion of each testing cycle. Individual results shall only be provided to the member who produced the results. Privacy

shall be maintained. Aggregate statistics will be delivered by December 31st, 2024, and December 31st, 2025, respectively.

2.3. General Guidelines

The vender shall use NFPA 1500, NFPA 1582 and FEMA Agreement Number EMW-2022-FG-06400 as guiding documents. Any variance or adaptations shall be approved by CDF's Chief of Health and Safety.

2.4. Sleep Disturbance Screening and Research

- A. Screening for sleep disorders in the firefighter annual medical evaluation using a validated questionnaire. Fire fighters with a high index of suspicion should be referred to a specialist for diagnostic sleep studies.
- B. Sleep screening data shall be included in a research project with the goal of identifying and treating sleep disorders prevalent in the fire service.
- C. Aggregated data collected from the Sleep Disturbance Screening will be shared with the Program Manager and CDF Chief of Health and Safety.

2.5. Physical Exam

- A. The Physical Exam/Health Screening program shall be administered by a Program Manager and provide a single point of contact to manage CDF involvement. The Program Manager shall be qualified to adapt screenings based the participating firefighters' demographics.
- B. An occupational and medical history review shall be completed for each firefighter.
- C. A hands-on Physical Examination including:
 1. Vital Signs — Height, weight, blood pressure, temperature, heart rate and respiratory rate
 2. HEENT — Head, Eyes, Ears, Nose, and Throat
 3. Neck — Major vessels, lymph nodes, abnormal masses, gland enlargement
 4. Cardiovascular — Inspection, auscultation
 5. Pulmonary — Inspection, auscultation
 6. Gastrointestinal — Inspection, auscultation, percussion and palpation
 7. Genitourinary — Hernia exam and, as indicated, testicular or gynecological exam.
 8. Lymph Nodes
 9. Neurological — General mental status, cranial nerve, peripheral nerves, motor, sensory, reflexes
 10. Mental Status Exam – orientation, memory and judgement
 11. Musculoskeletal — Overall assessment of range of motion (ROM) of all joints
 12. Skin — Inspect for color, vascularity, lesions, and edema.
- D. Body Composition
 1. Army body fat percentage taken
- E. Blood Analysis
 1. CBC with Differential and platelet
 2. Comprehensive metabolic panel
 3. Glucose
 4. Creatinine
 5. Glomerular Filtration Rate(eGFR)
 6. Blood Urea Nitrogen
 7. Sodium
 8. Potassium
 9. Carbon Dioxide
 10. Total Protein
 11. Calcium
 12. Magnesium
 13. T4
 14. TSH
 15. Cholesterol

- a. Total Cholesterol
 - b. Low Density Lipoprotein (LDL—C)
 - c. High Density Lipoprotein (HDL—C)
 - d. Total Cholesterol/HDL Ratio
 - e. Triglycerides
- F. Urinalysis
1. Dip stick and microscopic analysis
- G. Vision Test
1. Assessment of vision must include evaluation of distance, near, peripheral, and color vision using color plates. Evaluate both corrected and uncorrected vision and each eye separately. Evaluate for common visual disorders.
- H. Pulmonary Evaluation (Spirometry)
1. FVC, FEV1, FEV1/FVC Ratio
 2. OSHA Respirator Medical Evaluation Questionnaire.
 3. Abnormal finding shall be referred and directed to an appropriate pulmonologist.
- I. Baseline Chest x-rays shall be reviewed by an on-site radiologist.
- J. Cardiovascular Evaluation
1. A resting 12—lead ECG shall be performed at baseline then annually starting at age forty, and when clinically indicated.
 - Physicians should be aware of the large prevalence of left ventricular hypertrophy in fire fighters who experience on—duty cardiovascular deaths.
 2. An ASCVD risk assessment shall be performed for each firefighter with appropriate counseling and follow care recommended.
 - Each firefighter will be provided with a handout describing their risk and appropriate follow up.
 3. Baseline exercise stress testing and subsequent examinations based on risk factors.

2.6. Behavioral Health Screening

- A. Comprehensive behavioral health screening including mental health assessment, support and interventions focusing on
1. PHQ-9 Depression questionnaire
 2. Primary care PTSD screening
 3. CAGE screening for alcohol/substance abuse.
- B. High risk individuals would receive a direct referral to a behavioral health specialist.
- C. Questionnaires shall be made available electronically to members prior to receiving their exams.

2.7. Data Management and Sharing

1. The Program Manager will ensure that all personal data remains private and understands HIPAA protections are to remain in place.
2. All individual data collected from the screening shall be provided only to the individuals from whom the data was collected.
3. Follow up care deemed appropriate by the screenings will be presented to the individuals by an appropriate professional associated with the clinic administering the screenings.
4. All referrals for follow up care deemed appropriate by the screenings will be available for referral within the clinic that administers the screening. These referrals shall be optional.
5. The Program Manager will ensure all data necessary for follow up care sought outside of the clinic administering the screening will be transferred in a secure and timely manner.
6. Aggregate data shall be prepared by the Program Manager and delivered to the CDF Chief of Health and Safety at the conclusion of each cycle of testing. A presentation concerning all aggregate data

collected shall be prepared for the CDF Chief of Health and Safety, the Chief of the Division and IAFF Local 93 at the conclusion of each testing cycle.

1. All aggregate data shall be stratified by age, race and or ethnicity.
2. Aggregate results of Cancer screening reviewed by a specialist in the clinic providing the testing for referral.
 - a. Educational material provided for improvement based on cancer screening results.
 - b. Action plan delivered to CDF command staff for department wide improvement.
3. Aggregate results of Sleep Disturbance Screening reviewed by a specialist in the clinic providing the testing for referral.
 - a. Education material provided for improved sleep based on results.
 - b. Action plan for delivered to CDF command staff for department wide improvement.
4. Aggregate results of Physical Exam/Health Screening reviewed by a specialist in the clinic providing the testing for referral.
 - a. Educational material provided for improving wellness based on results.
 - b. Action plan delivered to CDF command staff for department wide improvement.
5. Aggregate results of Behavioral Health Screening reviewed by a specialist in the clinic providing the testing for referral.
 - a. Educational material provided for improving mental wellness based on results.
 - b. Action plan delivered to CDF command staff for department wide improvement.

2.8. Per- and polyfluoroalkyl substances (PFAS)

The program manager shall be fully aware of the effects of elevated PFAS levels in firefighters.

2.9. Project Staff and Roles

Program Manager - The vendor will identify a Program Manager to serve as a single point of contact for the Cleveland Division of Fire (CDF). The Program Manager shall guide and manage the program, produce yearly aggregate data reports and organize data analysis presentations at the end of each testing cycle. The Program Manager shall be available to adapt facets of the program as needed to accommodate the needs of CDF and the City of Cleveland.

1. Key management and Cancer/Mental Health/Wellness Screening staff
 - a. The Vendor's management and pertinent program managing staff must be identified, as well as the key staff assigned to this service. A list of job descriptions of personnel assigned to these services should be listed.

3. EVALUATION PHASES

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Local Institution</p> <p>Institution provides medical services locally from an established clinic in the City of Cleveland. The clinic must be able to provide all services requested in this RFP.</p>	Pass / Fail	<p>10 <i>(25% of Total)</i></p>
2.	<p>Referral Services</p> <p>Institution must be able to provide all referral services to members based on their results. Member's medical coverage and benefits shall be considered when counseling and prescribing further care.</p>	Pass / Fail	<p>10 <i>(25% of Total)</i></p>
3.	<p>Research and Development</p> <p>The vendor must have an established record of research and development.</p>	Pass / Fail	<p>10 <i>(25% of Total)</i></p>
4.	<p>Logistics</p> <p>The vendor must be able to provide examinations for groups of 1-4 firefighters at a time. The examinations must be performed at a brick and mortar facility with emergency medical support and logistical staff and services necessary to provide for the safety of Firefighters undergoing strenuous testing activity. The facility must be located within the municipal limits of the City of Cleveland. The facility must have ample free parking for personal and fire apparatus.</p>	Pass / Fail	<p>10 <i>(25% of Total)</i></p>

4. COMPENSATION AND INVOICING

A. General Services

Compensation for general services shall be based on hourly billing rates or fixed price based on support category of the individuals assigned to each task and approved reimbursable expenses as agreed upon during negotiation of the Agreement.

Billing rates shall remain unchanged throughout the life of this contract.

The Consultant shall be compensated for reimbursable expenses incurred in the interest of the work in accordance with the City Reimbursable Policy (Appendix C).

The Consultant shall be paid for services on a simple time-based method, or mutually agreed upon fee schedule based on project deliverables. The Consultant shall invoice each month based on the actual hours, and approved hourly billing rates expended for the services. The invoice shall include only the staff titles listed in the Fee Proposal.

The Consultant shall submit its invoice for progress payment to Division of Fire no later than the close of business on the **Thirtieth (30th) Calendar Day of the Month** following the month for which payment is requested. If the 30th calendar day would fall on a Saturday, Sunday, or Holiday then the submittal shall be on the previous working day. The Consultant shall not submit invoices more frequently than once per month.

Invoices shall include a cover page, summary table, detailed invoice per task, summary table of labor costs, timesheets, summary table of reimbursable, original receipts, and other information as deemed appropriate. Invoices shall include specific activities worked, on an hourly and daily basis by resource or task/deliverables.

Supporting information (receipts, timesheets, etc.) shall be attached in the appropriate section of the invoice in alphabetical then chronological order. For example, timesheets shall be attached alphabetically by individual name and chronologically by individual.

Each approved task shall be specifically identified and tracked.

Invoices not submitted in the approved format may be rejected and returned to the Consultant. This includes incomplete information and missing documentation.

5. THE CITY'S RIGHTS AND REQUIREMENTS

- A. The Director, at his/her sole discretion, may require any proposer to augment or supplement its proposal or to meet with the City's designated representatives for interview or presentation to further describe the proposer's qualifications and capabilities. The requested information, interview, meeting, or presentation shall be submitted or conducted, as appropriate, at a time and place the Director specifies.
- B. The City reserves the right, at its sole discretion, to reject any proposal that is incomplete or unresponsive to the requests or requirements of this RFP. The City reserves the right to reject any or all proposals and to waive and accept any informality or discrepancy in the proposal or the process as may be in the City's best interest.

C. **Proposal as a Public Record**

Under the laws of the State of Ohio, all parts of a proposal, other than trade secret or proprietary information and the fee proposal may be considered a public record which, if properly requested, the City must make available to the requester for inspection and copying. Therefore, to protect trade secret or proprietary information, the proposer should clearly mark each page - but only that page - of its proposal that contains that information. The City will notify the proposer if such information in its proposal is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the proposal. Blanket marking of the entire proposal as "proprietary" or "trade secret" will not protect an entire proposal and is not acceptable.

D. **Cleveland Area Business Code**

Requirements During performance of this Agreement, Contractor shall comply with all applicable requirements of the *Cleveland Area Business Code*, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976 ("C.O."), and any *Regulations* promulgated under the *Code*, which *Code* and *Regulations* are incorporated into and made part of this RFP by this reference as fully as if rewritten in it or attached. Specifically, compliance under any resulting agreement shall include, but not be limited to, the Contractor's:

- Compliance with its proposal representations regarding CSB, MBE, and/or FBE participation in performance of the Agreement;
- Compliance and cooperation with Project Monitors, whether from the Mayor's Office of Equal Opportunity (the "OEO") or the contracting department;
- Accurate, complete, and on-time submission of all reports, forms, and documents including, but not limited to, employment reports, certified payrolls, monitoring forms, and other information the Director of the OEO may require, whether in printed or electronic form, to ascertain and verify Contractor's compliance; and
- Attendance at and participation in all required project meetings, including OEO compliance meetings, and progress meetings called by the contracting department director(s) at key intervals during performance of the contract services.

Failure to Comply When determining the contractor's future eligibility for a City contract, the City shall consider a contractor's failure to comply with the representations of its proposal and the requirements under the *Code* as a failure to faithfully perform a contract.

- a. Under the *Cleveland Area Business Code*, the City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs), Female Business Enterprises (FBEs), and Cleveland- area small businesses (CSBs) by providing and enhancing economic opportunities to participate in City contracts. The successful proposer for a contract will be a firm that shares that commitment.
- b. The standard subcontracting goal for professional services contracts is 10% Cleveland Area Small Business ("CSB") subcontractor participation. Please review the attached Office of Equal Opportunity documents to ascertain the goal for the proposed contract. Proposers are required to make a good-faith effort to subcontract portions of the work to certified Minority Business Enterprise ("MBE"), Female Business Enterprise ("FBE"), and CSB firms, consistent with the subcontracting goal(s) applicable to this RFP.

Proposers may obtain a listing of firms certified by the OEO as CSBs, MBEs and FBEs by checking the City's website at <http://www.city.cleveland.oh.us>. On the home page, select "Office of Equal Opportunity" from the drop-down menu of City departments. On the Office of Equal Opportunity page, you will find a selection in the left-hand column for "CSB/MBE/FBE Registry".

The *Cleveland Area Business Code*, any *Regulations* promulgated under the *Code*, and the OEO *Notice to Bidders & Schedules* are, by this reference, incorporated in and made part of this solicitation and any resulting contract as fully as if written in it or attached.

- c. The successful proposer, as contractor, will be required to comply with all terms, conditions, and requirements imposed on a "contractor" in the following *Equal Opportunity Clause*, Section 187.22(b) of the Cleveland Codified Ordinances, and shall make the Clause part of every subcontract or agreement entered into for services or goods and binding on all persons and firms with which the proposer may deal, as follows: No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation;

selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors setting forth the provisions of this nondiscrimination clause.

E. Term of Proposal's Effectiveness.

By submission of a proposal, the proposer agrees that its proposal will remain effective and eligible for acceptance by the City until the earlier of the execution of a final contract or 180 calendar days after the proposal submission deadline (the "Proposal Expiration Date").

F. Execution of a Contract.

The successful proposer shall, within ten (10) business days after receipt of a contract prepared by the City Director of Law, exclusive of Saturdays, Sundays and holidays, execute and return the contract to the City together with evidence of proper insurance and intent to conform to all requirements of the contract. Attached hereto or which are a part hereof and all applicable federal, state and local laws and ordinances prior to or at the time of execution of the contract.

G. Short-listing

The City reserves the right to select a limited number (a "short list") of proposer's to make an oral presentation of their qualifications, proposed services, and capabilities. The City will notify the proposers selected for oral presentations in writing.

H. Proposer's Familiarity with RFP; Responsibility for Proposal

By submission of a proposal, the proposer acknowledges that it is aware of and understands all requirements, provisions, and conditions in and of this RFP and that its failure to become familiar with all the requirements, provisions, conditions, and information either in this RFP or disseminated either at a pre-proposal conference or by addendum issued prior to the proposal submission deadline, and all circumstances and conditions affecting performance of the services to be rendered by the successful proposer will not relieve it from responsibility for all parts of its Proposal and, if selected for contract, its complete performance of the contract in compliance with its terms. Proposer acknowledges that the City has no responsibility for any conclusions or interpretations made by proposer on the basis of information made available by the City. The City does not guarantee the accuracy of any information provided and proposer expressly waives any right to a claim against the City arising from or based upon any incorrect, inaccurate, or incomplete information or information not otherwise conforming to represented or actual conditions.

I. Interpretation

The City is not responsible for any explanation, clarification, interpretation, representation or approval made concerning this RFP or a Proposal or given in any manner, except by written addendum. The City will mail, e-mail, or otherwise deliver one copy of each addendum issued, if any, to each individual or firm that requested and received a RFP. Any addendum is a part of and incorporated in this RFP as fully as if originally written herein.

6. PROPOSAL SUBMITTALS

6.1. Technical Proposal*

*Response required

6.2. Price Proposal*

*Response required

6.3. Vendor Background Information

6.3.1. *Provide information about any local clinics that might serve an account in Cleveland, OH, including number of employee and type of services provided**

*Response required

6.3.2. *Provide name of each principal for the program**

*Response required

6.3.3. *Provide the year the company was established and any former firm names**

*Response required

6.3.4. *Type of Company**

Public

Private

*Response required

6.3.5. *Provide the state and type of incorporation**

*Response required

6.3.6. *Provide information on related services offered by the company**

*Response required

6.3.7. *Provide the total number of FTEs in the company.**

*Response required

6.4. Vendor Client References

6.4.1. *VENDOR CLIENT REFERENCE #1**

Please include the following information:

- Proposing Vendor Name
- Reference Company/Organization Name
- Reference Address
- Reference Contact Name
- Contact's Position
- Contact's Telephone Number
- Type of Company/Organization (Industry)
- Number of Employees

- Services Performed
- Sub-contractors used
- Identify any vendor staff that worked on this reference company's project, that are proposed for City
- Original Cost Estimates
- Actual Final Costs
- Comments

*Response required

6.4.2. *VENDOR CLIENT REFERENCE #2**

Please include the following information:

- Proposing Vendor Name
- Reference Company/Organization Name
- Reference Address
- Reference Contact Name
- Contact's Position
- Contact's Telephone Number
- Type of Company/Organization (Industry)
- Number of Employees
- Services Performed
- Sub-contractors used
- Identify any vendor staff that worked on this reference company's project, that are proposed for City
- Original Cost Estimates
- Actual Final Costs
- Comments

*Response required

6.4.3. *VENDOR CLIENT REFERENCE #3**

Please include the following information:

- Proposing Vendor Name
- Reference Company/Organization Name

- Reference Address
- Reference Contact Name
- Contact's Position
- Contact's Telephone Number
- Type of Company/Organization (Industry)
- Number of Employees
- Services Performed
- Sub-contractors used
- Identify any vendor staff that worked on this reference company's project, that are proposed for City
- Original Cost Estimates
- Actual Final Costs
- Comments

*Response required

6.5. City Required Forms

6.5.1. *NOTICE TO BIDDERS AND OEO SCHEDULES**

Please download the below documents, complete, and upload.

- [NOTICE TO BIDDERS AND OEO S...](#)

*Response required

6.5.2. *NON-COMPETITIVE BID CONTRACT STATEMENT FOR CALENDAR YEAR 2024**

Please download the below documents, complete, and upload.

- [NON-COMPETITIVE BID CONTRAC...](#)

*Response required

6.6. Northern Ireland Fair Employment Practices Disclosure

INSTRUCTIONS: Pursuant to Codified Ordinance Sec. 181.36, the information requested on this page must be supplied by all contractors and any subcontractors having more than a fifty percent (50%) interest in the proposed contract prior to any contract being awarded by the City of Cleveland. Any contractor or subcontractor who is deemed to have made a false statement shall be declared to have acted in default of its contract and shall be subject to the remedies for default contained in its contract. For failure to cure such a default, the contractor or subcontractor shall be automatically excluded from bidding for the supply of any goods or services for use by the City for a period of two (2) years.

6.6.1. CHECK WHICHEVER IS APPLICABLE:*

Select all that apply

The undersigned or any controlling shareholder,* subsidiary, or parent corporation of the undersigned is NOT ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND. (if paragraph A. is checked, proceed to the signature line.)

The undersigned or any controlling shareholder,* subsidiary, or parent corporation IS ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND. (if paragraph B. is checked, please either check the stipulation contained in paragraph C. or attach documentation that shows that the undersigned has complied with the stipulation contained in paragraph C.)

The undersigned and all enterprises identified in paragraph B. are TAKING LAWFUL AND GOOD FAITH STEPS TO ENGAGE IN FAIR EMPLOYMENT PRACTICES WHICH ARE RELEVANT TO THE STANDARDS EMBODIED IN THE "MacBRIDE PRINCIPLES FOR FAIR EMPLOYMENT IN NORTHERN IRELAND." A copy of the MacBride Principles can be obtained from the Office of the Commissioner of Purchases and Supplies. In lieu of checking this paragraph, the undersigned must attach documentation which the undersigned believes shows compliance with the stipulation contained in this paragraph C.

*Response required

6.6.2. *By confirming, the proposer affirms that they are in compliant Northern Ireland Fair Employment Practices.**

Please confirm

*Response required

7. AGREEMENT PROCESS

The Vendor whose proposal is found to be the “Most Advantageous” to the City will be selected and offered the opportunity to enter into an Agreement with the City. The scope, terms and conditions of that Agreement shall be in conformance with the terms, conditions and specifications described in this RFP, and the proposal submitted by the Vendor shall become part of the Agreement with the City.

The selected Vendor must be prepared to begin contract negotiations immediately upon notification of selection. If the Vendor is not able to begin contract negotiations, the City may disqualify the Vendor. The City reserves the right to negotiate the contract to include any portion or portions of the proposal.

The City shall not be responsible for any vendor costs incurred in relation to preparation of the proposal, travel to any meetings, or any other Vendor costs associated with proposal preparation.

The City of Cleveland’s Law Department will prepare the contract. Vendor responses must identify a designated contact, authorized to negotiate the final terms and conditions with the Law Department. It should be noted that the Law Department uses City of Cleveland prepared contract forms and not standard vendor contract forms.

8. TERMS AND CONDITIONS

The following terms and conditions, substantially in the form contained herein, shall be included in the agreement between the City and the successful respondent. Please carefully review these terms and conditions. No specific response to this section is required.

8.1. Term

The term of this Agreement shall begin on the effective date of this Agreement and, unless sooner cancelled in accordance with the terms of the Agreement, shall terminate upon completion of and approval by the City of all work to be performed.

8.2. Cancellation

This agreement may be canceled by the City at any time upon written notice to the Consultant.

8.3. Independent Contractor

Consultant and the City agree that Consultant is an independent contractor and not an employee of the City and further agrees that Consultant shall be considered as such for all purposes. As such Consultants shall retain sole financial responsibility for all taxes due to federal, state or local governments or agencies on account of themselves, their employees, representatives or agents.

8.4. Subcontracts and Assignments

Consultant shall not subcontract nor shall any subcontractor commence performance of any part of the work or services included in this Agreement without the prior written consent of the City. Subcontracting, if permitted, shall not relieve Consultant of any of its obligations under this Agreement.

Consultant shall be and remain solely responsible to the City for the acts or faults of any such subcontractor and of such subcontractor's officers, agents and employees, each of whom shall for this purpose, be deemed to be an agent or employee of Consultant to the extent of its subcontract. Consultant and any subcontractor shall jointly and severally agree that the City of Cleveland is not obligated to pay or to be liable for the payment of any sums due to any subcontractor.

8.5. Assignment

Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or notation, without the prior written consent of the City.

8.6. Confidentiality

In rendering the Services to be performed pursuant to this Agreement, Consultant agrees to treat and maintain confidential information and data as the City's confidential property and from the date hereof, and agrees not to divulge it to any third party at any time or use it for Consultant's personal benefit or otherwise, except as such use or disclosure may be required in connection with the performance of the Services or may be consented to, in writing by the City.

8.7. Compliance with Laws and Policies

This Agreement is subject to, and Consultant shall comply with, all statutes, ordinances, regulations and rules of the Federal government, the State of Ohio, the County of Cuyahoga, and the City of Cleveland.

8.8. Indemnification and Insurance

Consultant shall indemnify and hold harmless the City and its respective officers, agents and employees from and against all losses, damages, expenses, suits or claims, liabilities and costs, including reasonable attorney's fees, that may be based upon any negligent error or omission by Consultant or any injury to persons or property arising out of an error, omission or negligent act of Consultant or its subconsultant. Consultant shall, at its own expense, defend the City in all litigation, pay all attorney's fees, damages, court costs and other expenses arising out of such litigation or claims incurred in connection therewith and shall, at its own expense, pay all claims and related expenses and satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents or employees, arising out of such litigation. Such indemnification shall survive the termination of this Agreement.

8.9. State Industrial Compensation

Consultant shall be required at all times during the term of this Agreement, if required by law, to subscribe to and comply with the Workers' Compensation Laws of the State of Ohio and pay such premiums as may be required thereunder and to save the City harmless from any and all liability from or under said act. Consultant shall also furnish, if applicable, upon the request of the City, a copy of the official certificate or receipt showing the payments referred to herein.

8.10. Social Security Act

Consultant shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment benefits, pensions and annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries or other remuneration paid to persons employed by Consultant on work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized state or federal officials and said Consultant also agrees to indemnify and save harmless the City of Cleveland from any such contributions or taxes or liability therefore.

8.11. Interest of Consultant

Consultant covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant further covenants that no person having any such interest shall be employed in the performance of this Agreement.

8.12. Defaults and Remedies

A. Consultant shall be in default of this Agreement upon the happening of any of the following events:

1. Consultant fails to observe or perform any of the covenants or agreements to be observed or performed by it hereunder and such failure continues for a period of five (5) days after written notice thereof is given to the Consultant by the City.
2. The filing, execution or occurrence of: (i) a petition or other proceeding by, or a finding against, Consultant for its dissolution, reorganization or liquidation; (ii) a petition in

- bankruptcy by Consultant; (iii) an adjudication of Consultant as bankrupt or insolvent; (iv) an assignment or petition for assignment for the benefit of creditors.
3. Consultant abandons or discontinues its operations for the City except when such abandonment or discontinuance is caused by fire, earthquake, war, strike or other calamity beyond its control.
- B. Upon the happening of any one or more of the events as set forth in Paragraph A of this Article, or upon any other default or breach of this Agreement, the Finance Director may, at her option, exercise concurrently or successively any one or more of the following rights and remedies:
1. Enjoin any breach or threatened breach by Consultant of any covenants, agreements, terms provisions or conditions hereof.
 2. Sue for the performance of any obligation, promise or agreement devolving upon Consultant for performance or for damages for the nonperformance thereof, all without terminating this Agreement.
 3. Terminate this Agreement.
- C. All rights and remedies granted to the City herein and any other rights and remedies that the City may have at law and in equity are hereby declared to be cumulative and not exclusive and the fact that the City may have exercised any remedy without terminating this Agreement shall not impair the City's rights thereafter to terminate or to exercise any other remedy herein granted or to which it may be otherwise entitled.

9. CONSTRUCTION OF AGREEMENT

- A. The validity, interpretation, construction and performance of this Agreement shall be in accordance with the laws of the State of Ohio.
- B. This Agreement and the agreement between the City of Cleveland sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements and understandings, oral or written, of any nature whatsoever between the parties regarding the subject matter hereof. The waiver of any breach of any term of this Agreement does not waive any subsequent breach of that or any other term of this Agreement.
- C. No modifications or amendments to this Agreement will be valid unless in writing and signed by each of the parties hereto.
- D. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine or feminine or neuter, as the context or sense of this Agreement or any paragraph or clause herein may require, the same as if such words have been fully and properly written in the number and gender.
- E. Consultant agrees that no representation or warranties of any type shall be binding upon the City, unless expressly authorized in writing herein.
- F. The headings of sections and paragraphs to the extent used herein are used for reference only, and in no way define, limit or describe the scope or intent of any provisions hereof.
- G. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed original, but such counterparts together shall constitute one and the same instrument.