

City of Evansville



Request for Proposal

RFP-11-07-2022

NFPA 1582 COMPLIANT FIREFIGHTER PHYSICALS

Issue Date: September 28, 2022

Issued By: City of Evansville

Purchasing Department

1 NW Martin Luther King Blvd. Rm. 323

Evansville, IN 47708

Transmitted Via: Email and Posting on Website:

<http://www.evansvillegov.org/city/departments/division.php?structureid=130>

Inquiries: Questions should be submitted via email to:

Lora Bennett

Purchasing Director

lbennett@evansville.in.gov

812-436-4917

Proposals Due: November 2, 2022 @ 1:00 p.m.

Section 1 – Overview and Schedule

A. Executive Summary

This document is a Request for Proposals (RFP) issued by The City of Evansville Purchasing Department on behalf of the Evansville Fire Department (referred herein as “EFD” or “Agency”) for the provision of “Pre-Employment” medical evaluations in accordance with the Indiana Public Retirement Pension System (INPRS) 1977 Police Officers and Firefighter Pension and Disability Fund, “Annual”, and “Return to Duty” firefighter physicals for EFD employed firefighters (referred herein as “Firefighter,” “Member,” “Applicant,” or “Candidate”).

To ensure the safety and well-being of our Firefighters, EFD is soliciting proposals from qualified healthcare providers that include the components as outlined in the proposed Scope of Work included herein.

Approximately 270 incumbents will be evaluated annually, approximately 12 applicants will be evaluated annually, and approximately 15 incumbents will be evaluated for “Return to Duty” annually.

The services are to be provided during the anticipated period of January 1, 2023, – December 31, 2025, with the option for the contract to automatically renew for successive terms of 12 months contingent upon satisfactory Vendor performance and continued appropriation.

B. Schedule

The following table provides an anticipated Schedule of Events for this RFP through contract finalization and approval. EFD reserves the right to amend this Schedule at its sole discretion and at any time and will, if applicable, provide prior notice of the same.

EVENT	DATE	LOCAL TIME
RFP Released to Vendors (Advertisement)	09/28/2022	1:00 PM
Vendor Inquiry Period Ends	10/12/2022	1:00 PM
Final Agency Response to Vendors	10/26/2022	1:00 PM
Vendors Submit Proposals	11/2/2022	1:00 PM
Public Opening of Submissions	11/2/2022	1:00 PM
Award of Contract	11/16/2022	1:00 PM

Section 2 – Purpose for Issuing the Request for Proposals

The purpose of the EFD Firefighter Physicals Program is to reduce the risk of injury, illness, or death to our Firefighters and to ensure they are medically fit for duty. By ensuring the Firefighter's overall health and wellness, EFD will have physically fit Firefighters to perform in a physically demanding profession without posing a significant safety or health risk to themselves, Members or civilians.

Additionally, these physicals establish baseline values for future comparison and as a representative measure to identify any potential high-risk areas the Members and their physician should be aware of.

The purpose of the medical evaluation/clearance is to determine whether the Firefighter's current physical/mental condition precludes him or her from performing essential job functions or if it poses a direct threat to the health and safety of themselves or others.

Section 3 – Proposed Scope of Work

The Vendor shall be able to provide all services as outlined within this scope of work by appointment between the hours of 8:00 am and 4:00 pm, Monday through Friday. After hours medical service (i.e., post-accident/for cause drug screen, workers comp injuries, critical incident stress) shall be available 24 hours a day, 7 days a week.

Medical reports are to be provided to each Firefighter in a confidential envelope.

- 1) EFD shall provide the contracted physician with the list of essential job tasks to be used in each medical evaluation of Members and Candidates.
- 2) The contracted physician shall consider the physical, physiological, intellectual, and psychological demands of the occupation when evaluating a Candidate or Member's ability to perform the essential job tasks.
- 3) All examinations conducted by the vendor must adhere to the following standards:
 - United States Occupational Safety and Health Administration (OSHA) Regulations (Standards 29 CFR)

- National Fire Protection Agency (NFPA) 1582, Standard on Comprehensive Occupational Medical Program for Fire Departments which contains minimal standards for release to work.
- 4) All examinations shall be provided by the Vendor through the use of a board-certified MD and/or mid-level healthcare provider defined as a certified nurse practitioner or physician's assistant familiar with the medical review requirements of the National Fire Protection Association (NFPA) 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments as updated.
 - 5) All medical information associated with the Firefighter Physicals Program shall be handled as confidential information, subject to the confidentiality provisions under the Health Insurance Portability and Accountability Act (HIPAA).
 - 6) Confidential medical records for each Firefighter must be maintained by the selected Vendor in accordance with OSHA requirements for Occupational Medical Records and in alignment with industry standards. All health records shall be maintained as part of an individual's comprehensive medical record, and the Vendor shall be responsible for archiving these additional records as part of each Member's confidential medical file. Should a Member consent to the sharing of medical information between the Vendor and his/her PCP, a waiver will be developed and signed to provide all documentation to the PCP.
 - 7) According to NFPA 1582, a medical history questionnaire must be completed by each Member to provide baseline information with which to compare future medical concerns. This questionnaire will include changes in health status and known occupational exposures since the previous evaluation, and will be completed by each Member to provide follow-up information. Information on the questionnaire and interval concerns will be reviewed with each Member by the physician.
 - 8) Physical Exam- each Member shall receive an evaluation of the following concentrations that are identified in the NFPA 1582 Guidelines. These items include:
 - Vital signs
 - Medical history & medical conditions
 - Head and Neck
 - Eyes and Vision
 - Ears and Hearing
 - Nose, Oropharynx, Trachea, Esophagus & Larynx
 - Lungs and Chest Wall
 - Heart and Vascular System
 - Abdominal Organs
 - Gastrointestinal System
 - Hernia
 - Urinary System

- Spine and Axial Skeleton
 - Extremities
 - Neurological Disorders
 - Skin
 - Blood
 - Endocrine and Metabolic Disorders
 - Lymphatic System
 - Tumors
 - Breast
 - Musculoskeletal System
- 9) Blood Work- Blood testing will be performed and must include the following: CBC with differential, RBC indices and morphology, and platelet count:
- Electrolytes (NA, K, HCO₃, or CO₂)
 - Renal Function (BUN, creatinine)
 - Glucose
 - Liver function tests (ALT, AST, direct and indirect bilirubin, alkaline phosphatase)
 - Total cholesterol, HDL, LDL, clinically useful lipid ratios, and triglycerides
 - Prostate specific antigen (PSA) test
- 10) Urine Lab Tests- the urine laboratory tests required will include the following:
- Microscopic analysis for RBC, WBC, casts and crystals.
- 11) Audiology- Audiology thresholds will be assessed in each ear.
- 12) Spirometry- Pulmonary function testing will be conducted.
- 13) Chest Radiographs- Chest x-rays will be performed as part of the medical evaluation and interpreted by a NIOSH certified "B" reader.
- 14) Electrocardiograms- A resting 12 lead EKG will be performed as part of the medical evaluation.

Pre-Employment Firefighter Exam as outlined in NFPA 1582 as updated:

- 1) The Vendor shall provide an initial physical examination of EFD Candidates as outlined in NFPA 1582 as updated prior to the Candidate being placed in training or fire department emergency response activities. The medical evaluation shall include a medical history, examination, and any laboratory tests required to detect physical or medical condition(s) that could adversely affect his/her ability to safely perform essential job tasks.
- 2) EFD anticipates a need of approximately 12 pre-employment firefighter exams annually.

- 3) The board-certified physician or healthcare provider will issue a written opinion to the Fire Chief indicating the Candidate's qualification status as:
 - a. Recommended for Hire: Healthy enough to engage in firefighting
 - b. Not Recommended for Hire: Not healthy enough to engage in firefighting
- 4) The purpose of the medical evaluation is solely to ensure that the individual is able to perform the physical demanding work of firefighting and rescue operations.

Annual Physical Examinations:

- 1) The Vendor shall provide annual physical examinations and blood tests for approximately 270 EFD personnel. The medical evaluation shall be completed every 12 months and be compared to baseline and subsequent evaluations to identify clinically relevant changes.
- 2) The Vendor will work with the EFD Chief and/or his designee to ensure that all requirements of the agreement are met in a timely manner. This includes the scheduling for annual physicals and follow-ups. Annual firefighter physicals shall be done in agreement with the EFD duty schedule in order to maintain continuous operations and service to Evansville.
- 3) Each annual physical shall consist of applicable components as outlined in NFPA 1582.
- 4) The board-certified physician or healthcare provider will issue a written opinion to the Fire Chief indicating the candidate's qualification status as:
 - a. Full Duty: Healthy enough to engage in firefighting.
 - b. Not Fit for Duty/Light Duty: Not healthy enough to engage in firefighting.
 - c. Not Fit for Duty/Medical Leave: Referred to his/her personal physician for a follow-up consultation.

Return to work Examination:

- 1) The Vendor shall provide return to work examinations on an as-needed basis with an anticipated annual volume of approximately 15 examinations.
- 2) Once a Member has been cleared by his/her personal physician to return to work, the Vendor shall evaluate whether or not the Member can perform the following outlined tasks:
 - a. Wearing personal protective ensemble and SCBA, performing fire-fighting tasks (e.g., hose-line operations, extensive crawling, lifting and carrying heavy objects, ventilating roofs or walls using power or hand tools, forcible entry), rescue operations, and other emergency response actions under stressful conditions,

- including working in extremely hot or cold environments for prolonged time periods
 - b. Wearing an SCBA, which includes a demand valve-type positive-pressure face-piece or HEPA filter masks, which requires the ability to tolerate increased respiratory workloads
 - c. Exposure to toxic fumes, irritants, particulates, biological (i.e., infectious) and non-biological hazards, and/or heated gases, despite the use of personal protective ensembles and SCBA
 - d. Depending on the local jurisdiction, climbing six or more flights of stairs while wearing fire protective ensemble weighing at least 50 lb (22.6 kg) or more and carrying equipment/tools weighing an additional 20 to 40 lb (9 to 18 kg)
 - e. Wearing fire protective ensemble that is encapsulating and insulated, which will result in significant fluid loss that frequently progresses to clinical dehydration and can elevate core temperature to levels exceeding 102.2°F (39°C)
 - f. Wearing personal protective ensemble and SCBA, searching, finding, and rescue-dragging or carrying victims ranging from newborns to adults weighing over 200 lb (90 kg) to safety despite hazardous conditions and low visibility
 - g. Wearing personal protective ensemble and SCBA, advancing water-filled hose-lines up to 2 1/2 in. (65 mm) in diameter from fire apparatus to occupancy [approximately 150 ft (50 m)], which can involve negotiating multiple flights of stairs, ladders, and other obstacles
 - h. Wearing personal protective ensemble and SCBA, climbing ladders, operating from heights, walking or crawling in the dark along narrow and uneven surfaces, and operating in proximity to electrical power lines and/or other hazards
 - i. Unpredictable emergency requirements for prolonged periods of extreme physical exertion without benefit of warm-up, scheduled rest periods, meals, access to medication(s), or hydration
 - j. Operating fire apparatus or other vehicles in an emergency mode with emergency lights and sirens
 - k. Critical, time-sensitive, complex problem solving during physical exertion in stressful, hazardous environments, including hot, dark, tightly enclosed spaces, that is further aggravated by fatigue, flashing lights, sirens, and other distractions
 - l. Ability to communicate (i.e., give and comprehend verbal orders) while wearing personal protective ensembles and SCBA under conditions of high background noise, poor visibility, and drenching from hose-lines and/or fixed protection systems (e.g., sprinklers)
 - m. Functioning as an integral component of a team, where sudden incapacitation of a member can result in mission failure or in risk of injury or death to civilians or other team members
 - n. Working in shifts, including during nighttime, that can extend beyond 12 hours
- 3) The board-certified physician or healthcare provider will issue an opinion to the Fire Chief indicating the candidate's qualification status as:
- a. Full Duty: Healthy enough to engage in firefighting.
 - b. Not Fit for Duty/Light Duty: Not healthy enough to engage in firefighting.
 - c. Not Fit for Duty/Medical Leave: Referred to his/her personal physician for a follow-up consultation.

Section 4 – Process for Submitting a Proposal

A. Proposal Submission, Deadline, and Location Instructions

The Proposals should be sealed and clearly labeled as “RFP-11-07-2022” NFPA 1582 Compliant Firefighter Physicals, Opening November 2, 2022.” It is the sole responsibility of the Vendor to see that their RFP is received in the proper time. Any proposal received after the proposal opening date and time shall be eliminated from consideration and returned to the Vendor unopened.

Any RFP’s delivered prior to 12:50 PM CST on November 2, 2022, shall be delivered to the following address:

Purchasing Department
Room 323
1 NW Martin Luther King Jr. Blvd.
Evansville, IN 47708

NOTE: Vendors may bring Proposals directly to the Board of Public Safety meeting in room 301 of the Civic Center 1 NW Martin Luther King Jr. Blvd, Evansville, IN 47708. All Proposals must be handed to the Board Secretary by 1:00 p.m. on November 2, 2022 in order to be considered.

Delivery of Proposals shall be at Vendor’s expense. EFD accepts no responsibility for mislabeled mail or mail that is not delivered or undeliverable for any reason. The damage that may occur due to shipping shall be the Vendor’s responsibility.

All Proposals submitted in response to this RFP must consist of at least:

- a) One original and three clearly identified copies of the Proposal
- b) One clearly identified electronic copy of the Proposal contained on digital media (flash drive/thumb drive)

B. Proposal Inquiries

All Inquiries concerning this RFP shall be submitted via email to the following RFP designated point of contact:

Lora Bennett, Purchasing Director, City of Evansville Purchasing Department: lbennett@evansville.in.gov

All inquiries concerning this RFP must be received no later than the conclusion of the date and time of the Vendor Inquiry Period specified in the Schedule section contained herein. EFD intends to issue official responses to properly submitted inquiries on or before the date specified in the Schedule section, herein; however, this date is subject to change at the EFD’s discretion. Responses may be consolidated or paraphrased for sufficiency and clarity. EFD may at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as deemed appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the EFD. Official responses by the EFD will be made only in writing. Vendors shall be responsible for reviewing the most updated information related to this RFP before submitting a proposal.

C. Validity of Proposal

Proposals must be valid for 90 days following the deadline for submission of Proposals in the Schedule of Events.

SECTION 5 - Content and Requirements for a Proposal

A. Proposal Format

Proposals should follow the following format:

- A Proposal should use Times New Roman font with a size of eleven (11).
- Hard copies of Proposal should be printed on white paper with dimensions of 8.5 by 11 inches with right and left margins of (1) inch
- Electronic copies of Proposal should be in portrait orientation with left and right margins of one (1) inch.

B. Proposal Content

1. A letter of introduction, which includes the following information:
 - a) Vendor or Firm Name, address, telephone/fax number, web page address, & e- mail address.
 - b) Date of Proposal, and a signed statement that the Vendor has the ability to provide the services as requested and will comply with the sample agreement terms and conditions set forth in this request.
 - c) A complete listing of service locations and hours of availability.
 - d) Testing location for firefighter physicals and location hours of operation.
2. **Section I:** Work Plan or approach to Scope of Services included herein. This section should include:
 - a. A sample Medical History Form describing what is included in the comprehensive medical examination
 - b. Sample blood laboratory testing form describing what components are included in the test.
 - c. Policy on dealing with pre-existing conditions
 - d. Firefighter Medical Classification Form
 - e. Medical Records retention policy
3. **Section II:** Statement on the Vendor's ability to perform all requirements as stated in Scope of Work section.
 - a. This section should include related experience of Vendor as it relates to this RFP.

4. **Section III:** Listing of proposed staff, including resumes, credentials and applicable licenses.
5. **Section IV:** Cost Proposal (in a separate and sealed envelope) to include:
 - a. Twelve-month cost proposal for services
 - b. Equipment, Labor & Administrative Charges
 - c. Exam Elements Charges
 - d. Total Cost per firefighter for:
 - i. Initial Exam
 - ii. Annual Exam
 - iii. Return to work Exam
6. **Section V:** Three (3) references for the Vendor. Each reference must include:
 - a. Name, address, telephone number of references.
 - b. Description of the nature of the relationship between vendor and reference.
 - c. Length of time the reference has been affiliated with the Vendor.
7. **Section VI:** Any additional information, not included above, which the Vendor believes may be useful and applicable to this project.

Failure to adequately address and meet the above requirements may disqualify Vendor's proposal.

Location of Firefighter Physicals:

For the convenience of the firefighters work schedules, EFD prefers to have the medical assessment conducted at a medically licensed and insured facility in or near the city limits of Evansville, Indiana. However, Proposals that are not able to provide facilities in or near the city limits of Evansville, Indiana will **NOT** be excluded from consideration.

Vendor Certifications and Requirements:

All Vendors shall be duly registered as a Vendor authorized to conduct business in the State of Indiana, County of Vanderburgh, City of Evansville.

Financial Responsibility:

Each proposal does **NOT** need to be accompanied by a certified check or other evidence of financial responsibility.

SECTION 6 – Evaluation of Proposals

A. Criteria for Evaluation and Scoring

Each responsive Proposal will be evaluated and considered with regard to the following criteria:

- A. Work Plan
 - a. Customer Service
 - b. Comparable Client Services
 - c. Clarity of Forms and Procedures
 - d. Service Locations
 - e. Hours Available
 - f. Training
- B. Past Performance
 - a. Experience
 - b. Credentials
 - c. Licensures
 - d. Reference Checks
- C. Cost Evaluation

The Agency will use a scoring scale of 250 points as set forth in the table below:

Evaluation Factor	Points	Proposer Company			
		Company A	Company B	Company C	Company D
TECHNICAL EVALUATION (90%)					
Work Plan (60%)					
1. Customer Service	35				
2. Comparable Client Services	30				
3. Clarity of Forms and Procedures	15				
4. Service Locations	35				
5. Hours Available	15				
6. Training	20				
Subtotal-Work Plan	150				
Past Performance (30%)					
1. Experience with similar contracts	25				
2. Credentials	15				
3. Licensures	20				
4. Reference Checks	15				
Subtotal – Past Performance	75				
TOTAL TECHNICAL EVALUATION (Proposals must achieve minimum score of <u>135</u> in order to be evaluated for cost)	225				
COST EVALUATION (10%)					
Proposer's Price Score= (Lowest Proposed Price/Proposer's Proposed Price) x Number of Points from Score (25)					
Price Proposal	25				
TOTAL COST EVALUATION	25				
Total – All Evaluation Points	250				

The Agency will voice a recommendation to the Board of Public Safety regarding which Vendor it recommends based upon the criteria and standards contained in this RFP and from applying the weighting in this section. Oral interviews and reference checks, to the extent they are utilized by the Agency, will be used to refine and finalize scores.

Should the Agency be unable to reach agreement with the selected Vendor(s) during contract discussions, the Agency may then undertake contract discussions with the next preferred Vendor and so on, or the Agency may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

B. Planned Evaluations

The Agency plans to use the following process:

- Initial screening to ensure that the Proposals are in compliance with submission requirements;
- Preliminary Technical Scoring of the Proposals;
- Oral interviews and Service Demonstrations (if necessary);
- Final Evaluation of Work Plan and scoring;
- Final Evaluation of Pertinent Experience of Vendor and Staff Expertise and scoring
- Review of Price Proposals and final scoring;
- Best and Final Offer (BAFO) if appropriate; and
- Make Recommendation to the Board of Public Safety.

C. Initial Screening

The Agency will conduct an initial screening to verify Vendor compliance with the technical submission requirements set forth in the RFP and the minimum content set forth in Section 5 – Content and Requirements of Proposal of this RFP.

D. Preliminary Technical Scoring of Proposals

The Agency will establish an evaluation team to initially score the Technical Proposals. This evaluation team will review the technical proposals and give a preliminary score to the technical proposals under the guidelines set forth in Section 6 – Evaluation of Proposals. Should a Vendor fail to achieve 135 points in the technical scoring section, it will receive no further consideration from the evaluation team and the Vendor's Price Proposal will be returned unopened. Price Proposals will remain sealed during the preliminary technical review.

E. Oral Interviews and Service Demonstrations

If the Agency determines that it is appropriate, Vendors may be invited to oral interviews and/or product demonstrations including demonstrations of any proposed automated systems or technology components. The Agency retains the sole discretion to determine whether to conduct oral interviews, with which vendors; and the number of interviews. Vendors are advised that the Agency may decide to conduct interviews with less than all responsive Vendors.

The purpose of oral interviews and product demonstrations is to clarify and expound upon information provided in the written Proposals. Vendors are prohibited from altering the basic substance of their Proposals during the oral interviews and service demonstrations. The Agency may ask the Vendor to provide written clarifications of elements in their Technical Proposal regardless of whether it intends to conduct Oral Interviews.

Information gained from oral interviews and product demonstrations will be used to refine technical review scores assigned from the initial review of the Proposals.

F. Final Technical Scoring of Proposals

Following Oral Interviews, Service Demonstrations, Reference Checks (if appropriate) and/or review of written clarifications of proposals requested by the Agency, the evaluation team will determine a final score for each Technical Proposal.

G. Price Proposal Review

Price proposals will be reviewed upon completion of the final technical scoring of proposals. The Vendor's Price Proposal will be allocated a maximum potential score of 125 points (C in the evaluation table above). Vendors are advised that this **is not a low bid award** and that the scoring of the price proposal will be combined with the scoring of the technical proposal to determine the overall highest scoring Vendor.

The following formula will be used to assign points for costs:

$$\text{Vendor's Price Score} = (\text{Lowest Proposed Price} / \text{Vendor's Proposed Price}) \times \text{Number of Points for Score (25)}$$

For the purpose of use of this formula, the lowest proposed price is defined as the lowest price proposed by a Vendor who has scored above the minimum necessary for consideration on the Technical Score.

H. Best and Final Offer (BAFO)

Upon completion of the scoring process outlined in Section 6 – Evaluation of Proposals, the Agency may, at its sole option, invite the highest scoring Vendors to submit a “Best and Final Offer” for the Agency's consideration. The Agency reserves the right to select the Vendor based solely on the initial proposals and is under no obligation to solicit or accept a BAFO from any Vendors. As the Agency may not request a Best and Final Offer, Vendors are encouraged to provide their most competitive prices in their initial proposals.

The Best and Final Offer (BAFO) is a one-time invitation only process for a vendor to submit its lowest priced offer for the Agency's consideration. In its invitation to submit a BAFO, the Agency will provide a deadline submission date for the BAFO. The Agency may communicate in writing any price/cost targets that the Agency is seeking in the BAFO. If such target(s) is provided, the Agency will do so uniformly to all Vendors selected to participate in the BAFO. All restrictions on contact with State employees outlined in Section 4C shall remain in effect for the BAFO period.

Each invited Vendor may only make one BAFO. The BAFO may not alter the substance of the Vendor's technical proposal. The BAFO may only amend the Vendor's initial price proposal.

To the extent the Agency solicits and receives a BAFO pursuant to this section, the Agency will re-score the BAFO participants' price proposals after review of the BAFO in accordance with section 6 G – Price Proposal Review (Calculation of the Price Proposal Score). The Agency will not select a Vendor based on the lowest priced BAFO proposal. A final selection, if any, shall be based on the combined score of the technical proposal and BAFO price proposal. Only those Vendors who were invited to submit a BAFO will be considered for the award.

I. Final Selection

The Agency will make its recommendation to the Board of Public Safety based on the final evaluation of the initial proposals or, if requested, as a result of the Best and Final Offer and begin contract negotiations with the selected Vendor(s).

J. Rights of the EFD in Accepting and Evaluating Proposals

The Agency reserves the right to:

- Make independent investigations in evaluating Proposals;
- Request additional information to clarify elements of a Proposal;
- Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the EFD;
- Omit any planned evaluation step if, in the EFD's view, the step is not needed;
- At its sole discretion, reject any and all Proposals at any time; and
- Make a recommendation for the next highest scoring Vendor if any previously selected Vendor is unable to reach a contractual agreement with the City of Evansville.

SECTION 7 – Terms and Conditions Related to The RFP Process

A. RFP Addendum

The EFD reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum to this RFP, EFD, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

B. Non-Collusion

The Vendor's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Work quoted have been established without collusion with other Vendors and without effort to preclude EFD from obtaining the best possible competitive Proposal.

C. Property of the Evansville Fire Department

All material received in response to this RFP shall become the property of EFD and will not be returned to the Vendor. Upon Contract award, EFD reserves the right to use any information presented in any Proposal.

D. Confidentiality of a Proposal

Unless necessary for the approval of a contract, the substance of a proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Vendor's disclosure or distribution of Proposals other than to the EFD will be grounds for disqualification.

E. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit the Agency to award a Contract. The Agency reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

F. Proposal Preparation Cost

By submitting a Proposal, a Vendor agrees that in no event shall the EFD be either responsible for or held liable for any costs incurred by a Vendor in the preparation of or in connection with the proposal, or for work performed prior to the effective date of a resulting contract.

G. Challenges on Form or Process of the RFP

Any challenges regarding the validity or legality of the form and procedures of this RFP, including but not limited to the evaluation and scoring of Proposals, shall be brought to the attention of the Agency at least ten (10) business days prior to the Proposal Submission Deadline. By submitting a proposal, the Vendor is deemed to have waived any challenges to the Agency's authority to conduct this procurement and the form and procedures of this RFP.

Section 8 – Contract Terms and Award

A. Non-Exclusive Contract

Any resulting Contract from this RFP will be a non-exclusive Contract. The EFD reserves the right, at its discretion, to retain other Vendors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

B. Award

If the EFD decides make a recommendation to the Board of Public Safety as a result of this RFP process, the City of Evansville's continued performance of any contract resulting therefrom is contingent upon continued appropriation of funding for the contract.

C. Standard Contract Terms

The services are to be provided during the anticipated period of January 1, 2023, – December 31, 2025, with the option for the contract to automatically renew for successive terms of 12 months contingent upon satisfactory Vendor performance and continued appropriation.

Section 9 – Miscellaneous

MINORITY AND WOMEN BUDSINESS ENTERPRISE UTILIZATION

The City of Evansville formally adopted a Minority and Women Business Utilization Plan illustrating a commitment to achieving significant utilization of Minority and Women Business Enterprises (M/WBE) in the community's purchasing efforts. Goals have been established to provide an atmosphere of equal opportunity for all Vendors and to prohibit discrimination in all aspects of the public operations including the purchasing of products, services, and Public Safety contracts. (See Evansville Municipal Code 3.90.110-180)

E-VERIFY PROGRAM

Pursuant to Indiana Code 22-5-1.7-11 (b)(2) the Contractor shall provide documentation that it has enrolled and is participating in the E-Verify Program (see Indiana Legal Employment Declaration form). Contractor is required to submit proof from the E-Verify Program that it is currently enrolled in the Program. An example of confirmation is the confirmation e-mail received from E-Verify that the Contractor has successfully enrolled in E-Verify.

TAXES

The City of Evansville is exempt from Federal, State, and Local Taxes and will not be responsible for any such taxes in connection with the award or performance of this contract.

LICENSES AND PERMITS

The successful Vendor or Vendors shall furnish the City of Evansville upon request any and all documentation regarding licenses, permits, certifications and/or registrations required by the laws

and regulations of the City of Evansville, Vanderburgh County, the State of Indiana and the United States of America.

The Vendor certifies that it is now and will remain in good standing with the aforementioned governmental agencies and that it will maintains its licenses, permits, certifications and/or registrations in force during the term of the contract/agreement with the City of Evansville, Vanderburgh County, Indiana.

Vendors shall comply with all applicable Federal, State, and Local laws, ordinances and regulations applicable to the bidding and performance of the contract(s).

USE OF THE CITY OF EVANSVILLE'S NAME

Upon entering an agreement, the successful Vendor or Vendors agree not to use the name of the City of Evansville, or any Department, in relation to the agreement within any commercial advertising, trade literature and/or press releases without prior written consent from the City of Evansville.

CHOICE OF LAW AND VENUE

Any and all actions or proceedings arising out of, or related to, this RFP and any resulting contract shall be governed by and construed in accordance with the laws of the State of Indiana. Submission of this proposal by Contractor constitutes consent and stipulation to jurisdiction and venue in the Circuit Court of Vanderburgh County, Indiana, concerning all litigation and proceedings arising out of or related to this RFP and any resulting contract.

ADVERSARIAL PARTIES

Any party responding to a bid, Request for Proposal, or quote for any contract with the City of Evansville shall be required to disclose any current adversarial litigation, contract dispute, or other adversarial proceeding against the City of Evansville.

Any such disclosure of current adversarial litigation, contract dispute or other adversarial proceeding against the City of Evansville shall be considered a factor in determining the qualification, responsiveness and responsibility of such party in responding to a bid, quote, or Request for Proposal; and the matter shall be referred to the City Law Department for investigation and recommendation to the Board prior to the award of any contract.

The Board shall consider the report and recommendation of the City Law Department in determining the qualifications, responsiveness and responsibility of each such party in awarding any contract.

FINAL DETERMINATION

All final determinations with respect to whether a Vendor is responsive and responsible shall be made by the Board of Public Safety. The final decision and selection of a Vendor shall be made by the Board of Public Safety, in their sole discretion.

EQUAL EMPLOYMENT OPPORTUNITY

(Signed form must be submitted with Proposal)

During the performance of the contract, the contract, the Vendor agrees as follows:

1. The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age or disability. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of the nondiscrimination clause.

2. The Vendor agrees that all services, facilities, activities and programs provided as part of this contract will meet the requirements of the American's with Disabilities Act and the rules and regulations promulgated there under.

3. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or disability.

4. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advertising, the labor union or workers' representative of the Vendor's commitments under the Equal Employment Opportunity Section of this contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. In the event of the Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further City contracts.

Vendor Representative (please print)

Signed

Vendor Name

Telephone

Vendor Address

Date

INDIANA LEGAL EMPLOYMENT DECLARATION

(Signed form must be submitted with Proposal)

The State of Indiana has enacted a law (I.C. 22-5-1.7-11) requiring all state agencies and political subdivisions request verification from their Vendors that their employees are legally eligible to work in the United States. This Declaration serves as notice that all Vendors doing business with the City of Evansville must, as a term of their contract:

1. Enroll in and verify the work eligibility status of newly hired employees of the Vendor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
2. Verify, by signature below, that the Vendor does not knowingly employ unauthorized aliens.

I, _____, a duly authorized agent of _____ (name of Company), declare under penalties of perjury that _____ (name of Company) does not employ unauthorized aliens to the best of its knowledge and belief.

(Name of Company)

By: _____
(Authorized Representative of Company)

Subscribed and sworn to before me on this _____ day of _____, 20____.

My Commission Expires: _____

County of Residence: _____

Notary Public – Signature

Notary Public – Printed Name

PLEASE SEE <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES> FOR INSTRUCTIONS AND ELECTRONIC REGISTRATION FOR E-VERIFY.

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) ss:
_____ COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by bidder, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

Bidder further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Bidder (Firm)

Signature of Bidder or Agent

Subscribed and sworn to before me this _____ day of _____, 20____

My Commission Expires: _____

County of Residence: _____

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials/equipment stipulated in said bid.

Contracting Authority Members:

Date: _____

CONFLICT OF INTEREST / FAMILIAL DISCLOSURE FORM

Project: _____

ALL Vendors must complete this Conflict-of-Interest Familial Disclosure Form and must attach the completed form to the proposal.

I affirm that no principal, representative, agent, employee, contractor or potential subcontractors, or other acting on behalf of or legally capable of acting on the behalf of the Vendor (a "Vendor Party"), is currently an employee of the City of Evansville ("City"), any City department or a member of any City Board or Council; nor will any such person connected to the Vendor be privy to any City information which may constitute a conflict of interest; or, if such a conflict or relationship does exist, I have disclosed the nature of the relationship or conflict below.

By the attached sworn and notarized statement we are disclosing the following familial relationship(s) that exists between a Vendor Party and any employee or member of any City Department or board.

As the Vendor, I understand that completing this form and self-disclosing potential conflicts of interest does not necessarily disqualify a Vendor, but aids in identifying conflicts of interests which must be addressed pursuant to I.C. 35-44.1-1 et al. Further, the City will insure that any individuals identified with a potential conflict will not be allowed to participate in the scoring or evaluation of the proposal packages, to insure the integrity of the process.

The following is a list of individuals who may pose a potential conflict of interest as described above. Please provide the name, relationship with the City and the nature of the potential conflict, or if applicable: "NONE" :

Signature(s): _____

Title: _____

Vendor/Bidder: _____

STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____, _____ of _____, who having been duly sworn, acknowledged and affirmed that they did sign said instrument as such officer or authorized agent for and on behalf of _____, and by authority granted by such entity, that the same is their free act and deed and the free act and deed of said entity.

WITNESS my hand and notarial seal this _____ day of _____, 20_____.

My commission expires:

Notary Public

My County of residence is:

_____ County, State of _____

Name of Notary Public