



City of Mobile  
Request for Proposals  
RFP Number: 5872

MEDICAL SCREENING SERVICES

The City of Mobile (“City”) is seeking sealed proposals for the provision of health, wellness, and fitness assessments for Mobile Fire Rescue Department firefighters.

**Proposals Due:**

**5:00 p.m., April 9, 2024.**

Mailing address

City of Mobile  
Procurement Department  
PO Box 1827  
Mobile, AL 36633

Delivery:

City of Mobile  
Procurement Department  
205 Government Street  
4<sup>th</sup> Floor South Tower  
Mobile, AL 36644

Phone (251)-208-7434

Questions may be sent by 5:00 p.m. March 28, 2024, to:

[Purchasing@CityofMobile.org](mailto:Purchasing@CityofMobile.org)

1.0 INTRODUCTION

The Mobile Fire Rescue Department desires to preemptively address the unique health risks to which firefighters are exposed by providing medical evaluation and fitness assessments to improve the overall physical health and performance of the department, and to protect firefighters with the opportunity for appropriate diagnosis and early medical intervention.

1.1 PURPOSE OF REQUEST FOR PROPOSAL

Through this RFP, the City is seeking to identify interested and qualified service providers for the Fire Service specific medical evaluations. Vendors must submit proposals to provide all of the component exam and service elements. Vendor must provide the equipment, supplies, reporting and data keeping, facilities, and technical expertise to deliver the medical services.

2.0 SCOPE OF CONTRACT

The purpose of this RFP is to solicit proposals from qualified medical providers including for-profit health management and delivery companies, not-for-profit health delivery organizations, physicians, physician groups, health maintenance organizations and others to provide medical baseline evaluation and fitness assessment services, and prevention and early detection of diseases and illnesses for approximately 500 Mobile Fire Rescue Department (MFRD) uniformed personnel. Note that though MFRD will encourage participation, it intends to make

participation in this program voluntary for MFRD personnel, so actual patients seen may be substantially less than the 500 department personnel.

2.0.1 This program recognizes the importance of consultation and/or referral to outside health care providers and/or specialists. Only possible life threatening abnormal cardiac findings will become automatic referrals. Health care provider will be provided specific instructions for those referrals.

2.0.2 General follow-up care is not supported by this RFP. Uniformed personnel have the right to choose who provides follow-up care. Therefore, it becomes the individual uniformed personnel's responsibility for his/her medical provider selection and payment of any follow-up visits and or procedures.

2.0.3 When appropriate, and within the scope of practice, uniformed personnel, at their own expense, may choose the contracted medical provider to provide follow-up services.

## 2.1 PROGRAM DESCRIPTION

The firm selected will carry out a comprehensive medical exam that includes a health risk assessment, a complete medical history review to determine any health conditions that would prevent, or could be aggravated by, the employee performing their duties. The medical history shall also include any significant changes, job related exposures and new symptoms since the previous medical evaluation. The firm selected will carry out the following tasks and provide the following:

### 2.1.1. Annual Firefighter Physical Exam

- a. Hands on Physical Exam
- b. Vision Exam
- c. Vital Signs
- d. Occupational Hearing Exam
- e. Skin Cancer assessment
- f. Behavioral Health and Sleep Assessment Screenings
- g. Personal Consultation with review of testing results

### 2.1.2 Cancer and Disease Assessment

- a. Thyroid Ultrasound
- b. Liver, Pancreas, Gall Bladder, Kidneys, and Spleen Ultrasound (Internal Organs)
- c. Pelvic Ultrasound for Women (external)
- d. Testicular and Prostate (Men) Ultrasound
- e. CA-125 Ovarian Cancer Screening (Women)
- f. PSA Prostate Cancer Screening (Men)
- g. Bladder Ultrasound
- h. Hemocult Test
- i. Skin Cancer Screening

2.1.3 Cardio Pulmonary Assessment:

- a. Treadmill Stress Test with EKG
- b. Optional maximal stress testing
- c. Echocardiogram (Hearth Ultrasound)
- d. Resting EKG
- e. Carotid Arteries Ultrasound
- f. Aortic Aneurysm Ultrasound
- g. Pulmonary Function Test (Spirometry)
- h. Optional calcium scoring for age 40 and over

2.1.4 Laboratory Analysis:

- a. Urinalysis
- b. Lipid Panel
- c. Diabetes Tests (Hemoglobin A1C and Glucose)
- d. Complete Blood Count
- e. Comprehensive Metabolic Panel
- f. Thyroid Panel
- g. Testosterone (men)

2.1.5 Fitness Evaluation (NFPA 1583 – WFI Guidelines)

- a. Muscular Strength and Endurance Evaluation
- b. Speed and Power Assessment
- c. Aerobic Endurance Evaluation (VO2 Max Calc)
- d. Mobility and Flexibility Evaluation
- e. Nutrition and Diet Recommendations
- f. Personal Fitness Recommendations
- g. Body Weight and Composition

2.1.6 Patient Portal for results, to include:

- a. Immediate viewing of exam results
- b. Trend stats and progress over time
- c. Upload previous medical records
- d. Access a list of local resources and occupation-specific medical materials
- e. Firefighter Medical Clearance NFPA 1582

2.1.7 Vendor must be able to provide the following additional services as needed:

- a. OSHA Respirator Medical Clearance
- b. Firefighter Medical Clearance NFPA 1582
- c. Chest X-Ray with Radiologist review
- d. Lumbar X-Ray with Radiologist review
- e. HIV Screening
- f. PDD TB Skin Test
- g. DOT Urine Drug Screen

2.1.8 Follow-up two-way communication between patient and provider via Patient Portal in one-to-six months, depending on individual needs.

### 2.1.9 Service Deliverables

- a. Vendor will exercise generally-accepted professional standards applicable to medical diagnosis and treatment in the State of Alabama.
- b. Vendor will provide accurate results using lab facilities meeting Clinical Laboratory Improvement Act (CLIA) and College of American Pathologists (CAP) accreditation standards, or equivalent.
- c. Vendor to provide individual consultations to review test results and provide recommendations for medical interventions and behavioral and training modifications within two weeks of exam completion. See paragraph 2.1.8.g(i) below regarding patient consultation protocol expectations.
- d. Vendor to provide department-wide recommendations for programs and training to reduce the chance of injury and illness.
- e. Vendor to conduct testing and consultations in a reasonably accessible location in a convenient manner for the department and firefighters designed to induce the greatest voluntary level of participation in program testing and the least inconvenience to department operations.
- f. Vendor to market program services and benefits to target population to encourage maximum participation.
- g. Vendor will securely collect, compile, store, and communicate program data relating to the employee's annual physical and.
  - i. Provide results of the exam in confidential, patiently friendly format to individual firefighters in a manner consistent with AMA Ethics Opinion 2.1.5, or equivalent.
  - ii. Transmit results, as requested by firefighters to the firefighter's personal physician for follow-on treatment.
  - iii. Not sell or market any personal or protected health information or any aggregate collected information without the specific approval of the City.
  - iv. Provide non-personally identifiable cross-population results regarding general health measures and trends to the MFRD Health and Safety Officer
- h. Vendor will provide physical exam results that reveal conditions that dictate further testing or treatment to the employee so that the employee can follow-up with their own physician, and Risk Management (Worker's Compensation) if necessary.
- i. Vendor will ensure Final Evaluations are reviewed and signed by an Alabama-licensed MD, DO, ARNP or PA under the supervision of a board-certified medical director licensed in Alabama.

### 2.1.10 FACILITIES AND SCHEDULE

- a. The City prefers that the selected provider be self-sufficient in providing the screening services but may support the selected provider with access to limited facilities to perform medical evaluations should the City determine such an accommodation to be in the best interest of program delivery, efficiency and cost.

- b. Vendor will provide exams and services in several scheduled concentrated multi-day service sessions sufficient to annually examine and service up to 500 firefighters. Actual frequency and duration of on-site sessions will be coordinated between Vendor and City dependent upon voluntary participation by firefighters, and may be significantly less than 500 firefighters in any one year.

#### 2.1.11 STAFFING

- a. The successful Proposer shall develop a detail staffing plan that ensures that an adequate number of full and/or part-time staffing is trained and available
- b. Must be able to provide on-site testing with qualified personnel capable of administering scheduled physicals and procedures outlined.
- c. The successful Proposer's physician and/or medical director shall be board certified in Alabama with experience in occupational medicine health care to Fire Rescue, Police and EMS agencies with a minimum of five years of experience.
- d. Stress Test Treadmill Electrocardiograms will be monitored by a licensed physician, PA, or NP.
- e. The sonographer's personnel shall be registered diagnostic medical sonographers.
- f. The Proposer must have the capacity to provide other qualified licensed professionals as needed.
- g. The Proposer must be able to accommodate up-to 500 benefit-eligible employees at least once per year.

#### 2.1.12 MEDICAL INFORMATION SYSTEM/CONFIDENTIALITY

- a. Medical information must be collected in a database that can provide both aggregate reports as well as specific individual information, that is electronically secure to only pre-authorized medical providers.
- b. The medical provider will identify and retain medical records, in a manner of their choosing, so that they can be secured as Mobile Fire Rescue personal medical records.
- c. At no time will an individual's medical information be released, or shared, with any city department and/or any other medical provider without written authorization by the employee.
- d. Requests for authorization to transfer or destroy any or all of the medical information must be made in writing to the City at least 30 days in advance.
- e. Aggregate data may be provided to the Executive Director, Public Safety, Fire Chief or his designate, to look at general trends, as long as data from the report cannot lead to the identity of a specific individual.
- f. Random data may be requested to be electronically sent to the IAFF National Database, in accordance with the Wellness initiative, once the IAFF database becomes available.

**3.0 TERM OF AGREEMENT.** The initial term of agreement will commence upon date of execution of the Contract and will continue for a one-year period, renewable

for two additional one-year periods upon the consent of both parties. Renewals may allow for the change in pricing for any services, or the addition or removal of specific services. The City may elect to terminate the agreement at any time.

#### 4.0 EVALUATION AND SCORING

4.1 The City will evaluate proposals in five areas, weighted as indicated below. The City has the option to interview some, all, or no candidates.

4.1.1 20 points: Technical and Personnel Resources: Review of resumes and qualifications of the personnel assigned to this project. What lab services are being used and what are their certifications?

4.1.2 25 points: Execution Plan: How effectively and efficiently will the vendor's service plan provide the City's desired screening services? Is the service delivery model accessible to firemen? How will vendor provide the physical exam and optional additional services? What consultation timelines and protocols are followed in patient review of test results? What facilities, scheduling, marketing, reminders, notifications will vendor use?

4.1.3 20 points: Experience and References: Review of 3 references from other governmental agencies for similar scope of work. How has Vendor's testing work impacted workforce health and wellness in these locations?

4.1.4 15 points: Reporting: Review of sample results and reports and patient materials as listed in the scope of work.

4.1.5 20 points: Total Project Cost: Quotation of rates, fees, and/or charges and other detailed cost proposal or cost breakdown information.

#### 5.0 PROPOSAL SUBMISSION

##### 5.1 GENERAL FORMAT

The proposal will be the basis for negotiating the final contract documents and therefore must be signed by an individual authorized to commit your organization to the procedures and fee schedule contained in the proposal. Please try to keep proposals concise, ideally less than twenty pages. Supplemental information and examples of report formats may be attached to the formal proposal.

##### 5.2 PROPOSAL FORMAT

5.2.1 Proposals shall be organized according to the scoring criteria to provide the most effective review and scoring.

- a. Please complete and sign the Cover Template provided in Exhibit A, which includes your quoted pricing for the services indicated (Project Cost).

- b. Provide a cover letter describing your firm generally.
- c. Provide a narrative summary of the Technical and Personnel Resources you will apply to the services requested. Include:
  - i. Identify a Project Manager as a primary contact with the City for the duration of the contract, and a consistent point of contact for scheduling exams and other work scope matters.
  - ii. Identify the staff roles (including any and all subcontractors) that will provide the services defined in this RFP. If you have identified specific persons for the identified roles, please identify them and their qualifications. For roles without identified persons, please indicate the minimum qualifications for the persons you will place in those roles.
  - iii. Identify the lab services you will provide and any qualifications or certifications.
  - iv. Identify the facilities and noteworthy equipment and protocol you intend to use.
- d. Provide a narrative summary of the Execution Plan you intend to use to deliver the services requested. It is understood that the actual plan will be negotiated between the City and vendor, but City expects that vendor will have a preferred option to provide the most effective, efficient, and convenient service for firefighters based on experience. Where vendor intends to provide alternative service options (for example quarterly onsite mobile versus daily appointment opportunities), please indicate those options and how you will advise the City on selection and implementation of an agreed plan.
- e. Provide a narrative summary of your Experience and References in providing similar services. Please indicate at least three prior customers for which you have provided similar services and indicate:
  - i. Name, location, point of contact
  - ii. Scope of service provided
  - iii. Performance results
- f. Provide a narrative summary of your Reporting. Please include samples of results provided to patients and comprehensive departmental wellness reports. Include examples of materials used for patient education and lifestyle improvement.
- g. Provide a copy of any additional standard agreements or terms you would require, or any objection to City expectations expressed in this RFP. In submitting a proposal, the Proposer should assume that the City will execute the contract attached to this RFP without any changes. If the Proposer wants alternative or additional language or provisions to the attached contract, the

Proposer should include with its proposal the complete language change(s) it is proposing and describe the cost savings or other benefit the City will receive for each change that it accepts.

### 5.3 PREPARATION AND SUBMISSION

5.3.1 Provide one signed written copy and one digital copy (flash memory drive or CD) of your proposal in a sealed envelope, to be received by the City by 5:00 p.m., April 9, 2024, marked

**City of Mobile Request for Proposals  
Medical Screening Services  
RFP # 5872  
Due April 4, 2024**

Packages may be mailed to  
City of Mobile Procurement Department,  
P.O. Box 1827,  
Mobile AL 36633

Packages may be delivered to  
City of Mobile Procurement Department,  
205 Government Street,  
4<sup>th</sup> Floor, South Tower,  
Mobile, AL 36644

5.3.2 No fax or e-mail transmissions will be accepted. All proposals shall become the property of the City and will be subject to public disclosure. Proprietary information which does not bear on evaluation and which you wish to remain confidential should not be included in response materials.

5.3.3 Required written documents must be received before the stated deadline. Failure to submit one or more items will be grounds to reject the proposal from the review and selection process.

5.3.4 Delays caused by any delivery service, including the U.S. Postal Service, will not be grounds for an extension of the proposal due date and time. Proposals received after the due date and time will be returned unopened.

### 5.4 COMMUNICATION WITH THE CITY

5.4.1 All Proposer communications (questions, requests for clarification or extension of time) concerning this RFP should be directed in writing via email to [Purchasing@CityofMobile.org](mailto:Purchasing@CityofMobile.org). Written questions ensure that all questions and replies are documented, and all potential proposers have the same information on



which to rely in preparing a proposal. The City will reply to questions received not later than 10-days before the submission due date and time.

5.4.2 From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication may result in a disqualification of a submission.

#### 5.5 COST OF PROPOSAL

The City will not be liable for any costs incurred by Proposers in the preparation and presentation of proposals submitted in response to the RFP or in the participation in demonstrations.

#### 5.6 REJECTION OF PROPOSAL

The City reserves the right to reject any or all proposals at any time with no penalty and/or waive immaterial defects and minor irregularities in proposals.

#### 5.7 PROPOSAL DISPOSITION

All material submitted in response to this RFP, except for proprietary material, shall become the property of the City upon delivery.

#### 6.0 PROPOSAL EVALUATION

Written proposals will be evaluated and rated by an Evaluation Committee. Proposals receiving the highest ratings may be scheduled for an interview with the Evaluation Committee.

6.1 The Evaluation Committee may contact references to help verify the Proposer's ability to perform the scope of services outlined herein.

6.2 Contract negotiations will commence with the selected Proposer. Proposers not selected will be notified in writing of the selection outcome.

6.3 The City reserves the right to:

a. Request a Proposer clarify its contents or to supply any additional material deemed necessary to assist in the selection process.

b. Negotiate the program scope, materials, and costs with the selected Proposer. If a contract cannot be negotiated with the selected Proposer, the City may cease negotiations and reserves the right to re-evaluate the next highest ranked Proposer.

c. Modify or alter any of the requirements herein and identify additional tasks to be accomplished prior to executing a formal contractual agreement.

- d. Select the Proposer with the best project approach and ability to meet the City's program needs regardless of cost.
- e. Visit a Proposer's office or clinic facilities to meet with respondent's staff.
- f. Reject any or all applications at any time without penalty.
- g. Retain all original data and working papers generated during this RFP process.

## 7.0 OTHER PROVISIONS

7.1 Contract: The City will execute a contract or which in its discretion most efficiently and effectively provides the services desired. The City's standard service contract will include the following terms:

7.1.1 Insurance: Provider shall file certificates of insurance with the City of Mobile naming the City of Mobile as an additional insured. Insurance coverage shall include Comprehensive General Liability Coverage for Bodily Injury (\$300,000/person, \$500,000/occurrence), and for Property damage (\$100,000/occurrence); Automobile Liability of \$500,000 bodily/property per occurrence), and Umbrella Liability of \$1,000,000/occurrence, issued by a company licensed to do business in Alabama, and naming the City of Mobile as an additional insured.

An insurance policy may not be modified or cancelled without 30 days' prior notice to the City of Mobile. The insurance company shall be licensed in this state, or in the state in which the insurance is purchased, with the name of a designated agent for service filed in the office of the Secretary of State.

7.1.2 E-Verify: Provider may not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. All Providers will be required to provide verification of Enrollment in the E-Verify program. Additional information may be found at <http://immigration.alabama.gov/>.

7.1.3 Business Licenses: Provider will be required to have a Certificate of Authority to do Business in the State of Alabama from the Secretary of State, prior to contract award. Provider will be required to hold and maintain a City of Mobile business license. Upon notification by the City of intent to award, Provider will have 10 business days to provide the Alabama incorporation certificate or Certificate of Authority and the E-Verify numbers to the City before award can be completed.

7.1.4 Non-discrimination: Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed

under contract be awarded to socially and economically disadvantaged individuals and business entities.

**7.1.5 Disadvantaged business enterprises:** Provider shall make every reasonable effort in the use of subcontractors and major suppliers to have at least fifteen (15) percent participation by socially and economically disadvantaged business enterprises (DBE). Provider shall indicate their intent to employ DBEs as subcontractors or suppliers in their qualification submission, if intending to use subcontractors.

## 7.2. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

a. Immediate Termination - This proposal ("bid") award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

- (i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;
- (ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or
- (iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

b. Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

- (i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;
- (ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- (iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;
- (iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee

has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

c. Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

d. Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

e. Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

f. Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

### 7.3. PROTEST PROCEDURES

a. Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to [Purchasing@CityofMobile.org](mailto:Purchasing@CityofMobile.org). Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. This type of protest would include, among others, any claim that the solicitation contained exclusionary or discriminatory specifications or conditions, any challenge to the basis of award, any claim that the solicitation documents or the solicitation process violated applicable federal or state law, or any claim that City of Mobile failed to follow the material terms of the solicitation process in the bid. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award, but prior to actual award. All protests shall include the following information:

- (i) The name, address, and telephone number of the protestor;
- (ii) The signature of the protestor or an authorized representative of the protestor;
- (iii) Identification of the bid being protested;
- (iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
- (v) The form of relief requested

b The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

c. Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, render a decision and inform the protesting party in writing, or request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion render a decision and inform the parties, or conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10)

days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing.

- Exhibit A Proposal Submission Template
- B Sample Contract Agreement

**EXHIBIT A**  
**PROPOSAL SUBMISSION TEMPLATE – PLEASE SUBMIT WITH YOUR**  
**PROPOSAL**

**Business Name (as on W-9):** \_\_\_\_\_

1. Provide a Cover Letter describing your firm.
2. Provide a narrative summary of the Technical and Personnel Resources you will apply to the services requested.
3. Provide a narrative summary of the Execution Plan you intend to use to deliver the services requested.
4. Provide a narrative summary of your Experience and References. Please indicate at least three prior customers for which you have provided similar services.
5. Provide a narrative summary of your Reporting. Please include samples of results provided to patients and comprehensive departmental wellness reports. Include examples of materials used for patient education and lifestyle improvement.
6. Provide a copy of any additional standard agreements or terms you would require, or any objection to City expectations expressed in this RFP. In submitting a proposal, the Proposer should assume that the City will insist on executing the contract attached to this RFP without any changes. If the Proposer wants alternative or additional language or provisions to the attached contract, the Proposer should include with its proposal the complete language change(s) it is proposing, and describe the cost savings or other benefit the City will receive for each change that it accepts.
7. Complete the following pricing sheet and signature page.
8. Provide one signed original and one electronic copy of your proposal in a sealed envelope marked:  
**City of Mobile Request for Proposals**  
**Medical Screening Services**  
**RFP # 5872**  
**Due April 9, 2024**
9. Send proposal to  
City of Mobile Procurement Department,  
P.O. Box 1827, (US Mail) (delivery to 205 Government St, Room 408S)  
Mobile AL 36633



**PRICING SHEET**

**Proposer Name:** \_\_\_\_\_

<b>Exam</b>	<b>Pricing</b>
<b>Annual Firefighter Physical Exam</b>	
Hands on Physical Exam	
(OPTEC) Vision Exam	
Vital Signs	
Occupational Hearing Exam	
Skin Cancer Assessment	
Behavioral Health and Sleep Assessment Screenings	
Personal Consultation/Review of Test Results	
<b>Cancer and Disease Assessment</b>	
Thyroid Ultrasound	
Liver, Pancreas, Gall Bladder, Kidneys, and Spleen Ultrasound (Internal Organs)	
Pelvic Ultrasound for Women (external)	
Testicular and Prostate (Men) Ultrasound	
CA-125 Ovarian Cancer Screening (Women)	
PSA Prostate Cancer Screening (Men)	
Bladder Ultrasound	
Hemoccult Test	
Skin Cancer Screening	
<b>Cardio Pulmonary Assessment:</b>	
Treadmill Stress Test with EKG	
Maximal stress testing	
Echocardiogram (Hearth Ultrasound)	
Resting EKG	
Carotid Arteries Ultrasound	





Aortic Aneurysm Ultrasound	
Pulmonary Function Test (Spirometry)	
Calcium score offered to participants 40 years of age or older	
<b>Laboratory Analysis:</b>	
Urinalysis	
Lipid Panel	
Diabetes Tests (Hemoglobin A1C and Glucose)	
Complete Blood Count	
Comprehensive Metabolic Panel	
Thyroid Panel	
Testosterone Blood Test	
<b>Fitness Evaluation (NFPA 1583 – WFI Guidelines)</b>	
Muscular Strength and Endurance Evaluation	
Speed and Power Assessment	
Aerobic Endurance Evaluation (VO2 Max Calc)	
Mobility and Flexibility Evaluation	
Nutrition and Diet Recommendations	
Personal Fitness Recommendations	
Body Weight and Composition	
<b>Medical Clearances</b>	
OSHA Respirator Medical Clearance	
Firefighter Medical Clearance NFPA 1582	
<b>Additional tests that must be offered:</b>	
Chest X-Ray with Radiologist review	
Lumbar X-Ray with Radiologist review	
HIV Screening	
PDD TB Skin Test	
Urine Drug Screen, DOT	



**SIGNATURE**

I certify that the enclosed representations are true and accurate, I am authorized to act on behalf of the indicated Proposer, that on behalf of the Proposer, I understand and am willing to be bound by the performance specifications of this proposal and the responsive submissions accompanying this document, with the following exceptions as noted: (if None, write "None" below).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provider Name : \_\_\_\_\_

By Authorized Agent (PRINTED): \_\_\_\_\_

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_

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

Point of contact (if other than above):

Name: \_\_\_\_\_

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

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

**EXHIBIT B**

**SAMPLE CONTRACT FORM**



Medical Screening Services  
RFP # 5872  
Due: 5:00 p.m., April 9, 2024



## City of Mobile

### Medical Screening Services

#### AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and \_\_\_\_\_, (hereinafter "Contractor"), a for profit company organized under the laws of the State of Alabama.

WHEREAS, the City desires to obtain firefighter medical screening services, and

WHEREAS, the City has determined that Contractor is especially qualified to provide these services and Contractor has agreed to provide such.

WITNESSETH, that this Contractor and the City, for the considerations stated herein, agree as follows:

**ARTICLE 1. Scope of the Work; Term.** The description, location, frequency and lump sum cost or unit price of the Services are as set out in **Exhibit A**, Scope of Work, which includes City of Mobile RFP 5872, and Contractor's responsive proposal, which are attached to this Agreement and incorporated by reference herein. The term of this Agreement shall begin on the Effective Date and shall continue for one year, renewable for two additional one-year periods with the consent of both parties. Renewals may allow for the change in pricing for any services, or the addition or removal of specific services. The City and Contractor agree that the City is not required to exclusively rely on Contractor for these or similar services during the term of the Agreement.

**ARTICLE 2. Insurance:** For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, insurance as required in **Exhibit A**, or as otherwise negotiated based on the nature of Contractor's work. Evidence of such insurance shall be included as **Exhibit B** to this contract.

**ARTICLE 3. Breach of Contract:** In the event of any breach or apparent breach by Vendor of any of its obligations under the terms of this Agreement, if Contractor fails to cure such breach within ten (10) days of written notice from the City of such breach, the City has the right to terminate the Agreement and pay only for Services successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred



in connection with any litigation or in connection merely with advice and representation provided without litigation. In the event of any breach by the City of any of its obligations under the terms of this Agreement, if the City fails to cure such breach within ten (10) days of written notice from Contractor, the Contractor has the right to terminate the Agreement.

**ARTICLE 4. Indemnification:** Service Provider its agents, employees, and officers hereby agree to indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, elected officials, and representatives, from all claims of any nature whatsoever arising in connection with any acts or omission in the performance of this Agreement, and further to release the City and its agents, employees, elected officials, and representatives from any and all claims whatsoever arising from its undertakings pursuant to this Agreement. It is the specific and express intent of the parties to this Agreement for the foregoing covenants and indemnity obligations to run in favor of the City and its agents, employees, elected officials, and representatives to the fullest extent permitted by applicable law.

Nothing contained in this Agreement shall be deemed to constitute, either as to Service Provider or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statutes, case law or otherwise available to the City.

**ARTICLE 5. Rights in Data:** All right, title and interest in and to the work products provided by Service Provider to City shall be the property of City ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of Service Provider. Any modification or reuse of the Work Product without written verification or adaptation by Service Provider for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Service Provider.

**ARTICLE 7. Entire Agreement:** This Agreement, including the Exhibits hereto, is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

**ARTICLE 8. Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be the circuit court of Mobile County, Alabama.

**ARTICLE 9. Licenses, permits, etc.:** Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. At a minimum, Contractor will maintain a City of Mobile Business License and a certificate of qualification to transact business in Alabama, in addition to requirements of **Exhibit A**.



**ARTICLE 10. No Agency Relationship Created:** Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

**ARTICLE 11. Nondiscrimination:** Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, and by doing so agrees that it either will have, or will provide City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

**ARTICLE 12. Termination of Contract:** The City, at its sole discretion, may terminate and cancel this Agreement by giving notice to the Contractor. Upon termination, the City, at its sole discretion, shall only pay for those services satisfactorily rendered. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract. Upon violation of any of the covenants and agreements herein contained the Contractor may terminate the contract upon sixty (60) days written notice..

**ARTICLE 13. Assertion of Rights:** Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

**ARTICLE 14. Notices.** Notice for the City shall be mailed to:  
City of Mobile  
P.O. Box 1827  
Mobile, AL 36633

Notices to Contractor shall be mailed to:

**ARTICLE 15. Compliance with Alabama Immigration Law**

By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

**ARTICLE 16. Boycotts**

By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.



Medical Screening Services  
RFP # 5872  
Due: 5:00 p.m., April 9,2024

**ARTICLE 17. Signatures:**

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Contractor by such duly authorized officers or individuals as may be required by law.

CONTRACTOR,

\_\_\_\_\_, Its \_\_\_\_\_ (title)

On behalf of Contractor

\_\_\_\_\_ Date

CITY

\_\_\_\_\_  
Its Mayor

\_\_\_\_\_ Date

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_ Date

**EXHIBIT A:** Scope of Work/City of Mobile RFP 5872

**EXHIBIT B:** Insurance