



City of Mobile  
Request for Proposals  
RFP Number: 2019-06

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., December 19, 2019.**

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. December 12, 2019, 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. This contract will be funded in part by federal grant funding, so additional clauses applicable to federally funded projects will apply to this solicitation and contract.

1.2 SCHEDULE

The beginning date for the contract is projected to be January 31, 2020, or as soon after that as is practicable after contract award. The duration of the contract will be for three years.

Task

Publish notice of RFP

Date

December 2, 2019



Deadline For Questions From Proposers  
Proposals Due  
Proposers Interviews, if needed  
Select Proposer

Thursday, Dec 12, 2019  
Thursday, December 19, 2019  
Week of Jan 6, 2020  
Thursday, Jan 9, 2020

## 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 is a new initiative for the MFRD.

2.0.2 This initiative 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.

2.0.3 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.

2.0.4 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 (Titmus)
  - c. Vital Signs
  - d. Occupational Hearing Exam
  - e. Hemocult Test



- f. Skin Cancer assessment
- g. Behavioral Health and Sleep Assessment Screenings
- h. Personal Consultation with review of testing results

#### 2.1.2 Cancer and Disease Assessment

- a. Liver, Pancreas, Gall Bladder, Kidneys, and Spleen Ultrasound (Internal Organs)
- b. Pelvic Ultrasound for Women (external)
- c. Testicular and Prostate (Men) Ultrasound
- d. Bladder Ultrasound
- e. Thyroid Ultrasound

#### 2.1.3 Cardio Pulmonary Assessment:

- a. Treadmill Stress Test with EKG
- b. Echocardiogram (Heart Ultrasound)
- c. Resting EKG
- d. Carotid Arteries Ultrasound
- e. Aortic Aneurysm Ultrasound
- f. Pulmonary Function Test (Spirometry)

#### 2.1.4 Laboratory Analysis:

- a. Hemocult Test
- b. Urinalysis
- c. Lipid Panel
- d. Diabetes Tests (Hemoglobin A1C and Glucose)
- e. Complete Blood Count
- f. Comprehensive Metabolic Panel
- g. Thyroid Panel
- h. PSA (men)
- i. CA-125 (women)

#### 2.1.5 Fitness Evaluation (NFPA 1583 – WFI Guidelines)

- a. Muscular Strength and Endurance Evaluation
- b. Aerobic Endurance Evaluation (VO<sub>2</sub> Max Calc)
- c. Flexibility Evaluation
- d. Nutrition and Diet Recommendations
- e. Personal Fitness Recommendations
- f. Body Weight and Composition

#### 2.1.6 Medical Clearances

- a. OSHA Respirator Medical Clearance
- b. Firefighter Medical Clearance NFPA 1582

#### 2.1.7 Additional tests that must be offered:

- a. Chest X-Ray with Radiologist review
- b. Lumbar X-Ray with Radiologist review



- c. QuantiFeron Gold TB Blood Test
- d. HIV Screening
- e. PDD TB Skin Test
- f. Urine Drug Screen, DOT
- g. Urine Drug Screen, 10 Panel, 1-Cup in office
- h. Drug Rescreen with confirmation
- i. Medical Review Officer (MRO) as indicated/secondary review
- j. Hep A Titer
- k. Hep A Virus Screening Test
- l. Hepatitis Vaccines each shot (A=2 shot series, B-3 shot series)
- m. series)
- n. Hep B Titers (as needed)
- o. Hep B Virus Screening Test
- p. MMR
- q. MMR Titer
- r. Polio Titer
- s. Polio Vaccine Booster
- t. Testosterone Blood Test
- u. ABO Blood Type
- v. OSHA Respirator Mask Fit-Testing (Portacount)
- w. Cholinesterase
- x. Heavy Metals (Hazmat)
- y. Tetanus/DP
- z. Nicotine/Cotinine Screening
- aa. Coronary Calcification Scoring
- bb. CT Angiogram (CT of the Lungs and Coronary Arteries)
- cc. MRI of the Brain
- dd. Tetanus

#### 2.1.8 Service Deliverables

- a. Vendor to provide accurate results using lab facilities meeting Clinical Laboratory Improvement Act (CLIA) and College of American Pathologists (CAP) accreditation standards, or equivalent.
- b. 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. Vendor to provide phone notification within 24 hours if found to be not fit for duty. See paragraph 2.1.8.f(1) below regarding patient consultation protocol expectations.
- c. Vendor to provide department-wide recommendations for programs and training to reduce the chance of injury and illness.
- d. 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.
- e. Vendor to market program services and benefits to target population to encourage maximum participation.



- f. 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. Provide PPD, Hepatitis A, B and C results additionally to the City's Risk Manager and MFRD Health and Safety Officer.
  - iv. Not sell or market any personal or protected health information or any aggregate collected information without the specific approval of the City.
  - v. Provide non-personally identifiable cross-population results regarding general health measures and trends to the MFRD Health and Safety Officer
- g. Physicals that reveal conditions that dictate further testing or treatment will be given to the employee so that they can follow-up with their own physician, and Risk Management (Worker's Compensation) if necessary.
- h. Final Evaluation will be reviewed and signed by a medical director board certified in Alabama with a licensed MD, DO, ARNP or PA.

#### 2.1.9 FACILITIES

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.

#### 2.1.10 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 conducted and 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.

#### 2.1.11 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. The City will have the option to renew such agreement for up to two (2) additional one-year periods upon satisfactory performance by the Proposer.

#### 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 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.
- 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., December 19, 2019, marked

**City of Mobile Request for Proposals  
Medical Screening Services  
RFP #2019-06  
Due December 19, 2019**

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

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 one week before the submission due date and time.

#### 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 PROCESS AND CRITERIA

#### 6.1 EVALUATION PROCESS

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.

6.1.1 The Evaluation Committee will also contact references to help verify the Proposers' ability to perform the scope of services outlined herein.

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



6.1.3 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 be an Alabama business, or 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 Additional Terms Relating to Purchases with Federal Grant Awards

**7.2.1 FEDERAL GRANT FUNDING.** This procurement may be funded in whole or part with federal grant funds.

**7.2.2. LOCAL VENDOR PREFERENCE.** No local vendor preference will be considered or granted in evaluating proposals (“bids”) which are funded in whole or part by federal grant awards.

**7.2.3. NON-DEBARMENT CERTIFICATION.** Proposer certifies that the proposer (“bidder” or “contractor”) and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

### 7.2.4. 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.

#### 7.2.5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

a. Bid awardee (or "contractor") 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



b. During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the



Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance 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 contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### 7.2.6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

#### 7.2.7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$100k)

Bid awardee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bid awardee will immediately notify the City of the receipt of any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

#### 7.2.8. 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

#### 7.2.9. CODE OF CONDUCT

a No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

b. Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

#### 7.2.10. ANTI-LOBBYING CERTIFICATION (For awards over \$100,000).





a. 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” is hereby incorporated by reference into this certification.

b. The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**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 #2019-06**  
**Due December 19, 2019**
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:** \_\_\_\_\_

Exam	Pricing
<b>Annual Firefighter Physical Exam</b>	
Hands on Physical Exam	
Vision Exam (Titmus)	
Vital Signs	
Occupational Hearing Exam	
Hemoccult Test	
Skin Cancer assessment	
Behavioral Health and Sleep Assessment Screenings	
Personal Consultation with review of testing results	
<b>Cancer and Disease Assessment</b>	
Liver, Pancreas, Gall Bladder, Kidneys, and Spleen Ultrasound (Internal Organs)	
Pelvic Ultrasound for Women (external)	
Testicular and Prostate (Men) Ultrasound	
Bladder Ultrasound	
Thyroid Ultrasound	
<b>Cardio Pulmonary Assessment:</b>	
Treadmill Stress Test with EKG	
Echocardiogram (Hearth Ultrasound)	
Resting EKG	
Carotid Arteries Ultrasound	
Aortic Aneurysm Ultrasound	
Pulmonary Function Test (Spirometry)	



<b>Laboratory Analysis:</b>	
Hemoccult Test	
Urinalysis	
Lipid Panel	
Diabetes Tests (Hemoglobin A1C and Glucose)	
Complete Blood Count	
Comprehensive Metabolic Panel	
Thyroid Panel	
PSA (men)	
CA-125 (women)	
<b>Fitness Evaluation (NFPA 1583 – WFI Guidelines)</b>	
Muscular Strength and Endurance Evaluation	
Aerobic Endurance Evaluation (VO2 Max Calc)	
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	
QuantiFeron Gold TB Blood Test	



HIV Screening	
PDD TB Skin Test	
Urine Drug Screen, DOT	
Urine Drug Screen, 10 Panel, 1-Cup in office	
Drug Rescreen with confirmation	
Medical Review Officer (MRO) as indicated/secondary review	
Hep A Titer	
Hep A Virus Screening Test	
Hepatitis Vaccines each shot (A=2 shot series, B-3 shot series)	
Hep B Titers (as needed)	
Hep B Virus Screening Test	
MMR	
MMR Titer	
Polio Titer	
Polio Vaccine Booster	
Testosterone Blood Test	
ABO Blood Type	
OSHA Respirator Mask Fit Testing (Portacount)	
Cholinesterase	
Heavy Metals (Hazmat)	
Tetanus/DP	
Nicotine/Cotinine Screening	
Coronary Calcification Scoring	
CT Angiogram (CT of the Lungs and Coronary Arteries)	
MRI of the Brain	
Tetanus	



**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).

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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**



**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 \_\_\_\_\_ t, 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/City of Mobile RFP 2019-06, which is attached to this Agreement and incorporated by reference herein. The term of this Agreement shall begin on the Effective Date and shall continue for three years. 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 5. 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 6. Indemnification:** Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees (collectively, the “City Indemnitees”), whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys’ fees) (collectively, “Claims”) arising in any way out of the Contractor’s gross negligence or willful misconduct in the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable, except to the extent that such Claims arise out of the City Indemnitees’ negligence or willful misconduct. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City’s behalf in any action or proceeding arising under this Agreement.

**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 a court of proper jurisdiction in Mobile, Alabama. Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any of their respective affiliates arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

**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 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..

**ARTICLE 12. Termination of Contract:** Either party may terminate the Agreement if the other party defaults in the material performance of any of its obligations under this Agreement and does not cure such default within thirty (30) days' written notice from the other party. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of this Agreement.

**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.

**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



Medical Screening Services  
RFP # 2019-06  
Due: 5:00 p.m., December 19, 2019

\_\_\_\_\_ Date

CITY

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

\_\_\_\_\_ Date

ATTEST:

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

\_\_\_\_\_ Date

**EXHIBIT A:** Scope of Work/City of Mobile RFP 2019-06

**EXHIBIT B:** Insurance

SAMPLE