CUYAHOGA COUNTY BOARD OF HEALTH

REQUEST FOR PROPOSALS

RFP # 2023-05

ISSUED October 10, 2023

RFP TITLE: Mobile Health Clinic

Issuing Department: Administration

Cuyahoga County Board of Health

5550 Venture Drive Parma, Ohio 44130 (216)201-2000

Sealed proposals will be received until: November 7, 2023 @ 10:30 A.M.

All inquiries should be directed to: Judy V. Wirsching, CFO

Cuyahoga County Board of Health

5550 Venture Drive Parma, Ohio 44130

(216) 201-2001 ext. 1103

ALL RESPONSES SHALL BE MARKED AS

"SEALED BID"

"REQUEST FOR PROPOSALS"

RFP # 2023-05 MOBILE HEALTH CLINIC

PROPOSALS ARE TO BE MAILED OR HAND-DELIVERED <u>DIRECTLY TO THE ISSUING DEPARTMENT</u> SHOWN ABOVE. ANY PROPOSAL RECEIVED AFTER THE TIME AND DATE SPECIFIED ABOVE WILL BE RETURNED UNOPENED.

PUBLIC NOTICE REQUEST FOR PROPOSALS FOR MOBILE HEALTH CLINIC RFP# 2023-05

The Cuyahoga County Board of Health is now soliciting sealed proposals for the Mobile Health Clinic. Completed proposals must be submitted to the Cuyahoga County Board of Health, 5550 Venture Drive, Parma, Ohio 44130, no later than 10:30 A.M. local time on November 7, 2023.

A pre-proposal conference is scheduled for October 20, 2023 at 9:30 A.M. utilizing the CCBH Microsoft Teams platform. Attendance is strongly recommended but not mandatory.

Pre-proposal conference details along with this notice and proposal may be viewed at the following Board website: www.ccbh.net by clicking on the "Business" tab on the home page. Questions prior to the pre-proposal conference must be emailed to bidquestions@ccbh.net.

Judy V. Wirsching, CFO

Published in the Cleveland Plain Dealer on Tuesday, October 10, 2023.

I. PROPOSAL INFORMATION

Background Statement

The Cuyahoga County Board of Health (CCBH) provides services to more than 875,000 residents and businesses throughout Cuyahoga County. Accredited by the Public Health Accreditation Board in 2019, CCBH employs approximately 185 dedicated public health professionals and is locally and nationally recognized for excellence and leadership.

Under the leadership of Dr. Roderick Harris, CCBH staff are committed to the principles of equity, diversity and inclusion, implementing an array of community-driven strategies to improve health. Current programs and partners include Creating Healthy Communities, Maternal and Child Health, Ohio Equity Institute, and Racial and Ethnic Approaches to Community Health. CCBH's organizational vision is to create the conditions in which all people who live, learn, work and play in Cuyahoga County have the opportunity to be healthy.

Need Statement

The Cuyahoga County Board of Health (CCBH) is currently accepting proposals from qualified Vendors ("Vendors") to design and build a fully stocked and functional (turn-key) Mobile Health Clinic ("Vehicle") to serve the CCBH jurisdiction.

PROPOSAL REQUIREMENTS

A. PRE-PROPOSAL CONFERENCE

There will be a virtual pre-proposal conference on October 20, 2023 at 9:30 a.m. The pre-proposal conference can be accessed using the link found on page 18 of this RFP.

It is recommended that interested respondents attend the pre-proposal conference, but it is not mandatory.

Subsequent to the pre-proposal conference, refer to the Cuyahoga County Board of Health website at www.ccbh.net, under the "Business" tab, for current updates, forms, and questions and answers.

No questions will be permitted or answered after the pre-proposal conference concludes.

B. PROPOSAL SUBMISSION DEADLINE

The proposal documents must be received at the following location no later than November 7, 2023 at 10:30 a.m. local time:

Cuyahoga County Board of Health Office of the Chief Financial Officer 5550 Venture Drive Parma, Ohio 44130

LATE PROPOSALS WILL NOT BE ACCEPTED.

The official clock for the determination of timely proposals shall be the time clock located in the Board's Administrative Offices at the address shown above.

The proposal documents shall be submitted in a sealed envelope which is clearly identified with the above address and a description of the work to be performed as provided in the specification.

Proposals sent by facsimile or email will not be accepted.

C. PROPOSAL FORMAT

Lengthy and costly proposals are discouraged. In order for proposals to be fairly and completely evaluated, vendors should follow the format set forth herein and provide all of the information requested.

Proposals that do not adhere to these formatting requirements may be considered non-responsive. Proposals should be submitted in a sealed envelope with the name of the vendor and the relevant RFP name and number on the front.

Responses must be submitted with one (1) original and three (3) copies. All proposals submitted will become the property of the Board and will not be returned. The original proposals shall be postmarked as such or be readily identifiable as the original. The following terms and conditions shall apply to the proposals:

- 1. No proposal shall be withdrawn after it has been deposited with the Board of Health.
- 2. All proposals submitted will be in effect for ninety (90) calendar days from the due date. Proposals will be accepted or rejected within this period.
- 3. The Board assumes no responsibility or liability for costs incurred in the preparation and/or submission of any proposal.
- 4. Corrections of errors in a proposal after the opening of proposals shall not be allowed except for extension errors and/or math errors which are clearly evident. Correction of errors allowed by this paragraph must be accomplished within two (2) working days after the opening of proposals.
- 5. The Board reserves the right to consider all elements entering into the question of determining the responsibility of a Respondent.

- 6. The Board reserves the right to reject any or all proposals for any reason.
- 7. Any proposal which is incomplete, conditional, obscure, or which contains additions or deletions not called for or irregularities of any kind shall be rejected.
- 8. To ensure fair consideration for all respondents the Board prohibits prospective respondent's communication with any department or employee during the submission process. Questions relative to the specifications on the proposal shall be addressed during the pre-proposal conference and may also be emailed to bidquestions@ccbh.net, prior to the pre-proposal conference.
- 9. Pursuant to Section 149.43 of the Ohio Revised Code, the proposal may be considered a public record and be released upon request. The Board will treat any documents submitted with the proposal as a public document unless informed in writing by Bidder that it considers the document to contain trade secrets under Ohio law. The Board may require additional information in support of such a claim.
- 10. It is understood that time is of the essence and this provision applies to all terms and conditions contained herein

D. TECHNICAL REQUIREMENTS

Refer to page 13.

E. PROPOSAL DOCUMENT REQUIREMENTS

The Respondent shall submit the following documents with the proposal:

- 1. Pricing Document(s) Respondent generated. (ORIGINAL SIGNATURE ONLY) All Respondents submitting proposals must submit this document signed.
- Non-Collusion Affidavit Appendix 2 (ORIGINAL SIGNATURE & NOTARIZED).
 All Respondents submitting proposals should submit this document in original form, signed and notarized.
- 3. Respondent's Reference Sheet Appendix 1.

Blank copies of documents listed under Items 2 and 3 above have been included in the Appendix of this specification for completion and submission by the Respondent.

DOCUMENTS LISTED UNDER 1 AND 2 MUST HAVE ORIGINAL SIGNATURES.

COPIES WILL BE ACCEPTABLE ONLY IF THEY CONTAIN ORIGINAL SIGNATURES IN BLUE INK.

IN ADDITION, ONLY THE NON-COLLUSION AFFIDAVIT SHALL BE NOTARIZED.

F. PROPOSAL EVALUATION

A. CRITERIA TO BE EVALUATED

1. REQUIRED DOCUMENTS

All documents required in Section E. PROPOSAL DOCUMENT REQUIREMENTS shall be submitted.

2. SCOPE OF WORK and TECHNICAL REQUIREMENTS All specifications outlined beginning on page 13 must be met.

B. METHOD OF EVALUATION

The Board will review all information submitted by the Respondent and compare it to the requirements outlined in this RFP. All documents which are submitted as part of the sealed proposal process shall be evaluated. The Board reserves the right to negotiate further with one or more Respondents who submit proposals that are responsive to the requirements herein. The contract shall be awarded to the Respondent with whom the Board negotiates the best and/or lowest proposal. No consideration will be given to proposals which offer incentives or concessions.

CONTRACT INFORMATION

A. Terms and Conditions

The following terms and conditions shall apply to the contract between the contractor and the Board:

- 1. The contract shall be subject to interpretation under the laws of the State of Ohio, and subject to the review of the Board's Administrative Counsel as to legal form and correctness.
- 2. The successful contractor shall agree to indemnify and save the Board harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties or from any act of the contractor, his servants or agents.
- 3. The Board shall not assume responsibility for the payment of any personal property taxes for any materials not owned by the Board, nor shall the Board pay any insurance premiums for any coverage of any property not owned by the Board. No conditions shall alter this statement.

- 4. The Board is a tax-exempt No. 29 political subdivision of the State of Ohio (Federal Tax ID No. 34-6000817). Necessary tax exemption blanks will be furnished to the contractor when the contract is signed.
- 5. Acceptance of performance is a condition of the contract. It shall be understood and agreed that an agent for the Board shall determine finally the satisfactory quality of the services and/or materials furnished under the contract. Failure to meet performance requirements is a reason for termination of the contract, and the contractor shall be liable to the Board for any excess cost and/or expenses incurred by the Board thereafter.
- 6. In the event that the contract is terminated by the Board, advance written notice shall be given to the contractor as provided in contract. The contractor shall provide all services and/or materials required by the contract and the specifications to the date of termination. Under no circumstances shall the Board be responsible for any type of penalty payment upon the cancellation of the contact. The contractor, however, shall be paid for all services and/or materials provided to the date of termination.
- 7. Anti-discrimination: The contractor agrees that in the employment of labor, skilled or unskilled, under this contract, there shall be no discrimination exercised against any person because of race, religion, national origin, sex, ancestry, age, disability, sexual orientation, or veteran status, and that violation thereof shall be deemed a material breach of said contract.
- 8. Social Security Act: The contractor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any Local, State or Federal Law which are measured by the wages, salaries, or other remuneration paid to persons employed by the contractor for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized State or Federal officials; and said contractor also agrees to indemnify and save harmless the Board from such contributions or taxes or liability.
- 9. Labor and Material: The contractor shall well, truly and promptly pay or satisfy the just and equitable claims of all persons who have performed labor or furnished materials or equipment for said contractor in the execution of this contract, and all bills, costs or claims of whatever kind which might in law or equity become a lien upon said work.
- 10. Assignment: The contractor shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this contract without approval of the Board.
- 11. Ownership of Contract Products: All products produced in response to the contract will be the sole property of the Board.

- 12. Respondent's Warranty against an Unresolved Finding for Recovery: Ohio Revised Code Section 9.24 prohibits the award of a contract to any Respondent against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is "unresolved" at the time of the award. By submitting a bid, the bidder warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24, prior to the award of any contract arising out of this RFP, without notifying the Board of such finding.
- 13. Suspension and Debarments: The Board will not award contracts for services funded in whole or part with Federal funds, to an entity who has been suspended or debarred from doing business or who appears on the Federal Excluded Parties Listing System at www.sam.gov/.
- 14. Criminal Background Checks (If applicable): Prior to entering into a contract with the Board the successful Respondent shall conduct background checks on all applicants for employment in direct service positions in accordance with applicable requirements so as to not knowingly employ staff who have been convicted or plead guilty to any of the crimes specified in ORC 3319.39(B) or other section of the ORC applicable to the Agency. Failure to conduct such background checks may result in termination of this contract.
- 15. Disbursement of Funds: The Board shall make payments to the contractor on a reimbursement basis based on actual, reasonable and necessary costs in the contractor's Board-approved budget. The contractor shall submit invoices supported by such documentation as requested by the Board. The contractor may be required to provide the Board with copies of time sheets, receipts or contracts as validation of expenditures when submitting requests for payment.
- 16. Confidential Information: During the term of this contract, confidential information shall be held by the contractor in the strictest confidence and shall not, without the prior written consent of the Board, be disclosed to any person other than in connection with contractor's assigned projects and activities hereunder. All of the documents and information transmitted and communicated to the contractor shall be considered as sensitive material and shall be held in the strictest confidence by the contractor. Upon termination of contractor's engagement or at any time at the request of Board, or its designees, the contractor shall promptly return or destroy all confidential information in the possession or under the control of contractor and shall not retain any copies or other reproductions or extracts thereof. Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any confidential information.
- 17. Payment: Payment for contracted services will be made on a line-item reimbursement and performance basis based on monthly invoices and compliance with reporting requirements. This is a cost reimbursement grant.
- 18. Amendments: Contracts may need to be amended from time to time throughout the funding cycle based on program performance, and other contracted requirements.
- 19. Reporting: All funded providers and programs will be required to collect and report data reports to the grantee. This report may include program, quality, and fiscal data. The format in which these reports will be submitted will be determined by the grantee and/or HRSA.

Completion and submission of these reports must be incompliance with the guidance of the reports.

B. Required Contract Documents

In addition to the contract agreement furnished by the Board, the successful contractor shall provide the following documents within fourteen (14) calendar days of the RFP award date. Failure to provide these documents within this time frame may result in a rescission of the award.

- 1. Signature Authorization
- 2. Worker's Compensation Certificate (if required)
- 3. Certificates of Insurance (if required)
- 4. Letter of Indemnification in Lieu of Worker's Compensation Certificate and/or Certificate of Insurance
- 5. IRS Form W-9: Request for Taxpayer ID and Certification
- 6. Certification of Personal Property Tax
- 7. Suspension and Debarment

Warranty against Unresolved Finding for Recovery

These documents are described in the following paragraphs.

C. Signature Authorization

The contractor shall provide one of the following signature authorizations:

- 1) For a corporation, including but not limited to non-profit organizations, a notarized certificate of power of attorney authorizing the individual's signature to bind the entity or a notarized certificate of corporate resolution authorizing the signature of the document.
- 2) For the sole owner, a notarized statement indicating that the individual is the sole owner and is authorized to sign for and bind the company.
- 3) For a partnership, a certificate of partnership agreement showing the names and address of all partners and authorizing the signatures to bind the partnership.

D. Worker's Compensation Certificate

A Worker's Compensation Certificate is required from corporations and partnerships with employees. Sole proprietors and individual contractors are not required to submit this document.

The contractor shall provide a Certificate of Premium Payment for Ohio State Worker's Compensation Insurance, or equivalent Worker's Compensation Insurance or letter of indemnification in lieu thereof. This document shall be current for the entire period of the contract.

E. Certificate of Insurance

During the full term of the contractual agreement, the contractor shall have in effect and maintain such insurance as defined herein. Where applicable, to be determined by the Board's Administrative Counsel, the applicable insurance shall name the Board and its employees as a co-insured or additional insured.

This insurance shall protect the contractor, the Board and its employees and any subcontractor performing work covered by the contractual agreement against:

- 1) General auto liability claims
- 2) Professional liability claims
- 3) Personal injury claims
- 4) Accidental death claims
- 5) Property damage claims
- 6) Economic loss claims
- 7) General liability claims
- 8) D&O
- 9) Employee dishonesty
- 10) Workers compensation claims which may arise from operations under the contractual agreement whether such operations be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them.

An exact copy of such insurance policy or policies and any declarations pages shall be made available to the contracting authority for review at or before the time of execution of the contract. Such insurance shall include coverages for general liability, professional liability (where deemed necessary), worker's compensation, D&O coverage and employee dishonesty (if deemed applicable) in such reasonable and adequate amounts as shall be determined by the Administrative Counsel at the time of negotiation of the contract.

F. Letter of Indemnification in Lieu of Worker's Compensation Certificate and/or Certificate of Insurance (if either document is required above)

If the contractor cannot provide a worker's compensation certificate and/or certificate of insurance as requested, the contractor must, at the time of submission of the RFP, substitute a letter of indemnification for a worker's compensation certificate and/or certificate of insurance. Only in those circumstances where the contractor verifies being self-insured by means of documentation will the Board consider the substitution of a letter of indemnification for a

worker's compensation certificate and/or certificate of insurance. <u>Such documentation</u>, <u>together with the letter of indemnification</u>, <u>must be submitted with the RFP proposal</u>. Such a request will not be considered after the contract has been awarded.

G. Performance bond

If applicable, a Performance Bond or certified check, made payable to the Board, in a sum equal to 100% of the total contractual award shall be provided by the contractor should the total amount of the contractual award be in excess of \$25,000.

Such bond or check shall be conditional on the faithful performance of the work in accordance with the specifications, and shall remain in the possession of the Board for the term of the contract and material warranties, whichever is concluded last. Such bond or check shall also indemnify the Board, Ohio, against such damages as may be suffered by failure to perform such contract according to the provisions thereof and in accordance with the specifications. If a bond is submitted, it shall be executed by a surety company authorized to do business in the State of Ohio. The bond shall be notarized with the corporate seal and the bonding company seal. Accompanying the bond shall be:

A. A certified power of attorney for the agent to sign the bond.

B. A certificate of compliance for the bonding company for the State of Ohio, Department of Insurance.

If the contractor fails to satisfactorily perform the contract, the bonding company which provided the performance bond will be required to obtain timely performance of the contract.

H. Liquidated Damages

If applicable, liquidated damages shall be assessed in the amount of \$800.00 per calendar day for each and every day that the Contractor fails to meet the agreed upon deadline requirements for deliverables under the negotiated contract.

I. Letter of Credit in Lieu of Performance Bond/Certified Check

If a performance bond is required, the following will be in effect:

If the contractor cannot provide a performance bond or a certified check in the amount requested, the contractor must, at the time of entering into a contract, substitute a letter of credit for a performance bond or certified check.

Only in those circumstances where the contractor verifies by documentation from insurance and/or bonding companies that a performance bond is not available because of the new, unusual or unique nature of the product or the service being purchased will the County consider the substitution of a letter of credit for the performance bond or certified check requirement. Such documentation, together with the letter of credit in the amount requested for the performance bond, must be submitted during the writing of the contract with the successful contractor.

J. IRS Form W-9: Request for Taxpayer Identification Number and Certification

An Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) is required to be completed by the contractor, prior to the execution of the contract with the Board.

K. Certification of Personal Property Tax

A Certificate of Compliance with Section 5719.042 of the Ohio Revised Code, which requires a certification of delinquent personal property tax by the contractor prior to the execution of the contract of a political subdivision, must be completed.

L. Suspension and Debarment

The Board will not award a contract for services funded in whole or part with Federal funds, to an entity who has been suspended or debarred from doing business or who appears on the Federal Excluded Parties Listing System at www.sam.gov/.

M. Warranty against Unresolved Finding for Recovery

Ohio Revised Code Section 9.24 prohibits the award of a contract to any Respondent against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is "unresolved" at the time of the award. By submitting a bid, the bidder warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24, prior to the award of any contract arising out of this RFP, without notifying the Board of such finding.

SCOPE OF WORK and TECHNICAL REQUIREMENTS

The Cuyahoga County Board of Health (CCBH) is currently accepting proposals from qualified Vendors ("Vendors") to design and build a fully stocked and functional (turn-key) Mobile Health Clinic ("Vehicle") to serve the CCBH jurisdiction. Vendor shall be responsible for all costs incurred in preparing or responding to this RFP. All materials and documents submitted in response to this RFP become the property of CCBH or their designee and will not be returned after the Proposal Submission Deadline.

The targeted delivery date for the Vehicle is **as soon as possible**. CCBH intends to review the proposals submitted with the goal of entering into a purchase agreement with one Vendor. This RFP describes the technical and performance specifications for the Vehicle and contains an overview of the general terms and conditions under which the Vehicle is to be provided.

CCBH is a public health agency with the mission to work in partnership with the community to protect and improve the health and well-being of everyone in Cuyahoga County. The Vehicle will enable CCBH to offer services at multiple locations throughout the region. Services will include direct clinical care, harm reduction measures, outreach and education for all people in the community.

CCBH has identified the minimum requirements and preferences for the scope of services to be provided below.

Scope of Work:

The scope of work outlined below has been established for the purpose of achieving and implementing program goals and objectives described in this document. Although the scope is intended to serve as a reference in the preparation of the proposal, forthcoming proposals may offer additional services which support the goals of this RFP.

CCBH is currently accepting proposals to design and build a fully stocked 24' or more mobile clinic for use as a mobile medical clinic capable of supporting primary care services including dental as well as sterilization and UVL.

The scope of this project includes all design, construction, equipment, training, and delivery of the mobile clinic. The completed unit shall meet all applicable documents, publications, and standards in effect at the time of manufacture. These shall include, but not limited to, all U.S. Department of Transportation [DOT] and Federal Motor Vehicle Safety Standards [FMVSS], requirements as applicable.

The following criteria/equipment must be met to comply with minimum specifications:

- Approximately 24' or more vehicle
- No CDL required

The Vehicle proposed will **NOT** require a Commercial Driver's License (CDL) to operate and shall meet all applicable documents, publications, and standards in effect at the time of manufacture. These shall include but are not limited to, all U. S. Dept. of Transportation

(DOT) and Federal Motor Vehicle Safety Standards (FMVSS), requirements as applicable

- Vehicle will have varied parking locations, which will require all components of the Vehicle to be able to withstand hot and cold temperatures throughout the year
- 2-3 passenger seats with belts
- 1-2 exam rooms
- Wheelchair lift
- Wheelchair accessibility as demonstrated by lift and patent-friendly environment that is easy to navigate
- Staff workspace
- Bathroom with toilet and sink (wheelchair accessible)
- Power Cord (35')
- Back up camera
- Automatic transmission
- Commercial grade generator
- Exterior outlet
- Electric awning on both sides
- Exterior lighting
- Exterior PA system for announcements
- Wifi/Internet capacity
- Deluxe cabinetry: storage cabinets with securement straps
- Basic graphics package of exterior rear cabin 100% coverage
- Diesel, gasoline, electric, and hybrid vehicles will be considered

Include all medical equipment for a fully equipped and functional mobile clinic. At a minimum, the following equipment is desired.

Medical Equipment:

- Medical grade vaccine refrigerator
- Medical grade vaccine freezer
- Exam room privacy curtains
- Gynecological exam table
- Exam lights
- Patient exam chair
- Mobile cart
- Glove dispensers
- Needle containers and disposal
- Scale
- Physician's stool
- Vital Signs equipment: thermometer, sphygmomanometer
- Portable Doppler ultrasound
- Dental equipment

Alternate Configurations – Other vehicles that meet the needs specified above will be considered if there is information provided to justify suitability for the scope of work to be performed.

PROPOSAL SUBMISSION REQUIRMENTS

This Request for Proposal represents the requirements for an open and competitive process. Proposals are required to be submitted on or before November 7, 2023. Any proposal received after this date and time will not be considered.

An official agent or representative of the company must sign all proposals by submitting a cover letter.

The costs must be all-inclusive for parts, labor (internal and contracted), and fees for the delivered and fully equipped mobile clinic. If the organization submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Any proposals, which call for outsourcing or contracting work, must include a name and description of the organizations being contracted.

Cost Proposal Submission

Costs for the mobile clinic must be clear, concise and include total costs that includes all required specifications outlined in this RFP. The pricing document shall be Vendor generated.

Scaled Drawing(s)

At a minimum, provide detailed elevations of the unit that you propose, and a completely detailed scale floor plan, including cabinets, exam equipment, etc.

Warranties

All vendor and manufacturer warranty information must be provided. Vendors should also provide options and cost for any extended warranty they offer and the nearest authorized service location(s) for warranty service including the name of the dealership, address, and phone.

Vendor Qualifications

Vendors must provide the following items as part of their proposal for consideration:

- Description of experience in designing and building a mobile medical clinic
- List of how many full-time, part-time, and contractor staff in your organization
- Examples of similar vehicle projects completed with references; please provide at least three (3)
- Overview of the timeframe and major steps for completion of the project; production time and estimated delivery date must be specified
- List of medical equipment vendors used.

Exceptions

Submit any and all exceptions to this solicitation on separate pages. Each exception shall

reference the RFP section number, and briefly explain the reason for taking exception as appropriate. Vendor should note that the submittal of an exception does not obligate CCBH to revise the terms of the RFP or agreement.

QUALITY AND WORKMANSHIP

The mobile clinic must be manufactured to high quality and workmanship standards such as, but not limited to:

- The mobile health unit shall be free from defects that may impair its serviceability or detract from appearance. The general appearance of the mobile health unit shall not show any evidence of poor workmanship.
- All bodies, systems, equipment, and interfaces with the chassis shall be done per the OEM's Body Builders Book.
- All components shall be new. Defective or refurbished components shall not be furnished. Parts, equipment, and assemblies, which have been repaired or modified to overcome deficiencies, shall not be furnished without the approval of the purchaser. Component parts and units shall be manufactured to definite standard dimensions with proper fits, clearances, and uniformity. Welded, bolted and riveted construction utilized shall be in accordance with the highest standards of the industry.

The following deficiencies shall be cause for rejection:

- Rough, sharp or unfinished edges, burrs, seams, corners, joints, cracks, and dents.
- Non-uniform panels. Edges that are not radiused, beveled, etc. Body panels or components that are uneven, unsealed, or contain cracks, dents or have voids.
- Paint runs, sags, orange peel, fisheyes, etc., and any other imperfection of lack of complete coverage of paints or coatings.
- Misalignment of body fasteners, glass, viewing panels, light housings, other items with large or uneven gaps, spacing, etc. such as door, body panels, and hinged panels.
- Hoses, wiring or harness routed through panels and bulkheads without grommet or other protective insulation, routed across components in a manner allowing chaffing to occur or routed in such a manner to be damaged by the exhaust system.
- Improper electrical connections, or loose, vibrating, or abrading components.
- Interference of chassis components, body parts, doors, etc.
- Improperly supported or secured hoses, wiring harnesses, mechanical controls, etc., including interference with other components.
- Of any gas, vacuum, or fluid lines (air conditioning, coolant, oil, oxygen, etc.).
- Inappropriate or incorrect use of hardware, fasteners, components, or methods of construction.
- Incomplete or improper welding, riveting, or bolting.
- Lack of uniformity and symmetry where applicable.
- Loose, vibrating, abrading body parts, components, subassemblies, hoses, wiring harnesses or trim. Noise, panel vibrations, etc.
- Improper body design that could cause injury during normal use or maintenance, and

which fail to provide access to perform routine or mandatory repairs or maintenance on the mobile health unit electrical and mechanical systems. In addition, the improper combination of options which by their combination and installation are incompatible regarding function or safety.

- Sagging, non-form fitting upholstery or padding.
- Incomplete or incorrect application of rustproofing.
- Equipment malfunctions.
- Inadequate welding, riveting, bolting, or attachment of components.
- Visual deformities.
- Unsealed appurtenances or other body components, leaking gaskets, etc.
- Delamination of plastic composition materials.
- Any deviation from specification requirements or manufacturer's standard production practice whether or not stipulated herein, that detracts from form, fit, function, durability, reliability, safety, performance, or appearance.

Any deviation from specification requirements or any other item, whether or not stipulated herein, that affects form, fit, function, finish, durability, reliability, safety, performance, or appearance shall be cause for rejection.

PROJECT MANAGEMENT (20 points)

Proposed project management narratives should include:

Describe your project management approach including:

- The method used in managing the project
- The project management organizational structure including reporting levels and lines of authority.

Describe your methodology for ensuring timeliness of project completion. Provide potential risks/problems and solutions to avoid or minimize them.

Describe methodology for appropriate record keeping, reporting, invoicing and well maintained data.

Describe past experience in developing and building mobile medical units.

BUDGET (20 Points)

Agencies should ensure costs are reasonable. The total amount available for the Vehicle is \$275,000.00.

REQUIRED FORMS

The vendor must complete and submit the following forms:

· Non-Collusion Affidavit (requires notarization).

· Certification of Compliance with Section 3517.13 of the Ohio Revised Code.

Ohio Revised Code Section 3517.131(3) and J(3) requires that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the contract includes a certification that the individuals named in Revised Code Sections 3517.13(1)(1) and (J)(1) are in compliance with the aforementioned provisions. Any questions you may have as to whether or not you are in compliance should be directed to your legal counsel.

Blank copies of the above are included in Appendix 2 and 3 of this RFP.

<u>Original signatures required as indicated on the forms. Copies of the proposal documents will be acceptable only if they contain original signatures and required notarization on all documents.</u>

Conflict of Interest

- **a.** Each vendor shall include a statement indicating whether or not the organization or any of the individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict.
- **b.** The Board reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the vendor.
- **c.** The Board's determination regarding any questions of conflict of interest shall be final.

ADMINISTRATIVE INFORMATION

A. RFP Contact

All vendor communications concerning the RFP must be directed to the contact person listed below. Any oral communication will be considered unofficial and non-binding on the agency. Vendors should only rely on written statements issued by the Board.

Name Judy Wirsching, CFO

Department Administration

Address 5550 Venture Drive, Parma, OH 44130

Phone 216.201.2001 ext 1103

Fax 216.676.1311

Email JWirsching@ccbh.net

B. Location of work

Work to be performed, completed and managed at vendor's place of business and/or service area.

C. Pre-proposal conference

The pre-proposal conference for all participating vendors scheduled as indicated below.

Date: October 20, 2023

Time: 9:30 A.M.

Location: Virtual Conference via Microsoft Teams

Microsoft Teams meeting

Join on your computer, mobile app or room device

Click here to join the meeting Meeting ID: 236 379 403 413

Passcode: VAzVnL

Download Teams | Join on the web

Or call in (audio only)

+1 469-208-1353,,183396755# United States, Dallas

Phone Conference ID: 183 396 755#

Find a local number | Reset PIN Learn More | Meeting options

The purpose of the conference is to discuss the work to be performed with prospective vendors and allow them the opportunity to ask questions concerning the RFP. It is encouraged that interested vendors attend. Questions prior to the pre-proposal conference must be emailed to bidquestions@ccbh.net. No questions will be accepted or answered after the pre-proposal conference. Questions and answers will be posted and may be viewed on the Board's website: www.ccbh.net under the "Business – Request for Proposal/Quotation (RFP/RFQ)" tab found on the Home page.

Vendors with a disability needing accommodation should Judy V. Wirsching at (216) 201-2001 ext. 1103 prior to the date set for the pre-proposal conference so that reasonable accommodations can be made.

D. RFP Addenda

The Board reserves the right to issue addenda to the RFP at any time. The Board also reserves the right to cancel or reissue the RFP. If an addendum is issued less than seventy-two hours prior to the proposal due date, the closing date will be modified accordingly.

E. Proposal Response Date and Location

The vendor's proposal, in its entirety, must be received at the location, by the date and time specified on the cover page of this RFP. Proposals arriving after the deadline will be returned unopened, to the vendor. The official closing time will be determined by the time clock located in Board Administrative offices. All proposals and accompanying documents will become the property of the Board and will not be returned. Proposals should be submitted in a sealed envelope with the name of the vendor and the relevant RFP name and number on the front.

Vendors assume the risk of the method of dispatch chosen. The Board assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt. Late proposals will not be accepted nor will additional time be granted to any vendor. Proposals may not be delivered by facsimile transmission or other telecommunication or electronic means.

Hand-delivered proposals may be delivered ONLY between the hours of 8:30 a.m. and 4:30 p.m., Mondays through Fridays, excluding holidays observed by the Board.

F. Proposal Opening

Proposals will be publicly opened at the Administration Office, Cuyahoga County Board of Health, 5550 Venture Dr., Parma, OH 44130. At this time, all proposals will be opened, the bidder name and dollar amount read from the proposal cover page, and logged. The submittal of a proposal will be considered by the Board as constituting an offer to perform the required services at the stated costs.

G. Required Review

Vendors should carefully review this RFP for defects and questionable or objectionable matter. Comments concerning defects and objectionable material should be made in writing and received by the RFP contact at least ten days before proposal opening. This will allow for issuance of any necessary addenda. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the RFP contact before the time set for opening.

H. Multiple Proposals

The submission of multiple proposals for the same service will be considered noncompliant and those proposals will be disqualified. We are relying on the vendor as expert, to identify in its proposal the approach which the bidder believes will be the most effective to produce the required services on time and within budget. A potential bidder submitting a proposal for direct services cannot submit a proposal for administrative and quality management support for the grantee.

I. Proposal Rejection

The Board reserves the right to reject any or all proposals at any time without penalty. Bidders may withdraw a proposal that has been submitted at any time up to the proposal closing date and time, by submitting a written request to the RFP contact.

J. Response Property of the Board

All materials submitted in response to this request become the property of the Board. Selection or rejection of a response does not affect this right.

K. No Obligation to Buy

The Board reserves the right to refrain from contracting with any bidder. The release of this RFP does not compel the Board to purchase. The Board is not bound to accept the lowest priced proposal or any of the proposals submitted.

L. Cost of Preparing Proposals

The Board is not liable for any costs incurred by bidders in the preparation and presentation of proposals submitted in response to this RFP.

M. Acceptance of Terms

All the terms and conditions of this RFP are deemed to be accepted by the bidder and incorporated in its proposal except those conditions and provisions that are expressly excluded by the vendor in the proposal.

N. Disclosure of Proposal Contents

All documents submitted to the Board as part of the proposal become public information after the contract is awarded, and available for review and inspection by anyone requesting to do so. The Board does not encourage the submission of confidential/proprietary information in response to this proposal. However, written requests for confidentiality can be submitted to the RFP contact. Neither a proposal in its entirety, nor proposal price information will be considered confidential or proprietary. Under Ohio Revised Code Section 149.43, the BOARD will make a determination of application for disclosure on an ad hoc basis.

O. Equal Opportunity

Prospective bidders must comply with the applicable contract compliance procedures for equal employment opportunity as stipulated by the Board. It is the policy of the Board, to assure equal employment opportunity. Discrimination against any person in the recruitment, training, examination, appointment, promotion, retention, discipline or any other aspect of personnel administration because of race, religion, national origin, sex, ancestry, age, disability, sexual orientation, or veteran status is prohibited.

Words of the masculine gender used in proposals shall be deemed and construed to include correlative words of the feminine gender.

P. Evaluation Process

All proposals will be reviewed to determine if they are responsive. They will then be evaluated by an Evaluation team. The team will evaluate and numerically score each proposal in accordance with the following evaluation criteria:

- Introduction (5 points)
- Project Narrative (20 points)
- Methodology (35 points)
- Project Management (20 points)
- Budget (20 points)

The evaluation process is designed to award the contract to the bidder with the best combination of attributes based upon the evaluation criteria. Due to the fixed cost for this project, lowest cost is not considered.

Further details on how the proposal will be scored can be found in Appendix 5.

Q. Contract Negotiations

The option of whether or not to initiate contract negotiations rests solely with the Board. If the Board elects to initiate contract negotiations, these negotiations cannot involve changes in the Board's requirements or the bidder's proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted. The terms of the proposed contract will be negotiated based upon the merit of the application, availability of funding, and conditions

of award. Failure of a selected bidder to satisfactorily negotiate a contract within a reasonable time may result in the bidder forfeiting its award.

The bidder is responsible for their travel and per diem expenses during contract negotiations.

R. Failure to Negotiate

If any contract cannot be negotiated within fifteen (15) days of notification to the designated bidder, the Board may terminate negotiations with the bidder and negotiate a contract with the next highest ranked bidder.

S. Recommendation of Award

Once the Board evaluation team has made its selection, a Notice of Recommendation of Award letter will be issued to the recommended bidder(s), advising of the expected award date.

T. Notice of Intent to Award

Prior to approval of the award by the Board, the Administration will issue a written Notice of Intent to Award and send copies to all unsuccessful bidders. The scores and placement of bidders will not be part of the notice. A tabulation of all bidders' names and addresses submitting proposals will be available upon request from the RFP contact person.

U. Debriefing

Bidders who submitted an unsuccessful proposal may request a meeting for debriefing and discussion of their proposals after receiving a Notice of Intent to Award letter. The request must be in writing addressed to the RFP contact. The debriefing is not to be seen as an opportunity to challenge the decision, nor will it include any comparisons of the bidder's unsuccessful proposal with any other bidder's proposals. The Board will attempt to respond to questions and concerns in this debriefing.

V. Protests

A bidder may protest the recommendation of award of a contract by filing in writing to the RFP contact person, as outlined in the Notice of Intent to Award letter. The protest letter shall include the following information:

- 1. Name, address and telephone number of the protester;
- 2. The signature of the protester;
- 3. Identification of the contract at issue;
- 4. A detailed statement of the legal and factual grounds of the protest;

5. The form of relief requested.

W. Contracting Requirements

The successful bidder shall, upon notification of award, be required to enter into a contract with the Board and must comply with the contract terms and conditions defined herein. If the bidder is unwilling to agree to a proposed clause or term, then your cover letter must reference an appendix which identifies these clauses in dispute and should:

- a. Suggest a specific alternative term, clause or approach;
- b. Provide an explanation of your reasons.

X. Contract Processing

The Board's Administrative Counsel shall prepare the contract required by this RFP specification. This contract shall be fully responsive to the requirements defined in these RFP specifications.

Y. Proposal as Part of the Contract

Part or the entire successful proposal may be incorporated into the contract.

Z. Commencement of Contract Performance

In order to protect the interests of the Board, a contract must be approved by the Board at a regularly scheduled Board meeting after which it must be executed by the Health Commissioner and approved by Administrative Counsel before the goods or services as set forth in this RFP specification can be provided.

CONTRACT INFORMATION

A. Terms and Conditions

The following terms and conditions shall apply to the contract between the contractor and the Board:

- 1. The contract shall be subject to interpretation under the laws of the State of Ohio, and subject to the review of the Board's Administrative Counsel as to legal form and correctness.
- 2. The successful contractor shall agree to indemnify and save the Board harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties or from any act of the contractor, his servants or agents.

- 3. The Board shall not assume responsibility for the payment of any personal property taxes for any materials not owned by the Board, nor shall the Board pay any insurance premiums for any coverage of any property not owned by the Board. No conditions shall alter this statement.
- 4. The Board is a tax-exempt No. 29 political subdivision of the State of Ohio (Federal Tax ID No. 34-6000817). Necessary tax exemption blanks will be furnished to the contractor when the contract is signed.
- 5. Acceptance of performance is a condition of the contract. It shall be understood and agreed that an agent for the Board shall determine finally the satisfactory quality of the services and/or materials furnished under the contract. Failure to meet performance requirements is a reason for termination of the contract, and the contractor shall be liable to the Board for any excess cost and/or expenses incurred by the Board thereafter.
- 6. In the event that the contract is terminated by the Board, advance written notice shall be given to the contractor as provided in contract. The contractor shall provide all services and/or materials required by the contract and the specifications to the date of termination. Under no circumstances shall the Board be responsible for any type of penalty payment upon the cancellation of the contact. The contractor, however, shall be paid for all services and/or materials provided to the date of termination.
- 7. Anti-discrimination: The contractor agrees that in the employment of labor, skilled or unskilled, under this contract, there shall be no discrimination exercised against any person because of race, religion, national origin, sex, ancestry, age, disability, sexual orientation, or veteran status, and that violation thereof shall be deemed a material breach of said contract.
- 8. Social Security Act: The contractor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any Local, State or Federal Law which are measured by the wages, salaries, or other remuneration paid to persons employed by the contractor for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized State or Federal officials; and said contractor also agrees to indemnify and save harmless the Board from such contributions or taxes or liability.
- 9. Labor and Material: The contractor shall well, truly and promptly pay or satisfy the just and equitable claims of all persons who have performed labor or furnished materials or equipment for said contractor in the execution of this contract, and all bills, costs or claims of whatever kind which might in law or equity become a lien upon said work.
- 10. Assignment: The contractor shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this contract without approval of the Board.

- 11. Ownership of Contract Products: All products produced in response to the contract will be the sole property of the Board.
- 12. If applicable, the successful Respondent will comply with the provisions of the Ohio Revised Code (4115.03 through 4115.16) requiring the payment of prevailing wage. Information on prevailing wage may be obtained from the Prevailing Wage Coordinator of Cuyahoga County, 2079 East 9th Street, Cleveland, Ohio 44113, (216) 443-5530.
- 13. Respondent's Warranty against an Unresolved Finding for Recovery: Ohio Revised Code Section 9.24 prohibits the award of a contract to any Respondent against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is "unresolved" at the time of the award. By submitting a bid, the bidder warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24, prior to the award of any contract arising out of this RFP, without notifying the Board of such finding.
- 14. Suspension and Debarments: The Board will not award contracts for services funded in whole or part with Federal funds, to an entity who has been suspended or debarred from doing business or who appears on the Federal Excluded Parties Listing System at www.sam.gov/.
- 15. Criminal Background Checks (If applicable): Prior to entering into a contract with the Board the successful Respondent shall conduct background checks on all applicants for employment in direct service positions in accordance with applicable requirements so as to not knowingly employ staff who have been convicted or plead guilty to any of the crimes specified in ORC 3319.39(B) or other section of the ORC applicable to the Agency. Failure to conduct such background checks may result in termination of this contract.
- 16. Disbursement of Funds: The Board shall make payments to the contractor on a reimbursement basis based on actual, reasonable and necessary costs in the contractor's Board-approved budget. The contractor shall submit invoices supported by such documentation as requested by the Board. The contractor may be required to provide the Board with copies of time sheets, receipts or contracts as validation of expenditures when submitting requests for payment.
- 17. Confidential Information: During the term of this contract, confidential information shall be held by the contractor in the strictest confidence and shall not, without the prior written consent of the Board, be disclosed to any person other than in connection with contractor's assigned projects and activities hereunder. All of the documents and information transmitted and communicated to the contractor shall be considered as sensitive material and shall be held in the strictest confidence by the contractor. Upon termination of contractor's engagement or at any time at the request of Board, or its designees, the contractor shall promptly return or destroy all confidential information in the possession or under the control of contractor and shall not retain any copies or other reproductions or extracts thereof. Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any confidential information.

- 18. Books and Records: Funded agencies will be expected to keep records of their activities related to the RW Act funded projects and services to permit the Board, the federal funding source, or their agents access to those records, including fiscal, medical and client records, where appropriate and with respect for client rights to privacy and confidentiality.
- 19. Payment: Payment for contracted services will be made on a line-item reimbursement and performance basis based on monthly invoices and compliance with reporting requirements. This is a cost reimbursement grant.
- 20. Projections and Revisions: Funded agencies will be held accountable for meeting their programmatic projections or, when fitting, for revising projections with the Board. Failure to make progress as projected or to revise projections in conjunction with the Board staff will jeopardize the funded agency's current and/or future RW funding. Corrective action may include contract amendment or termination of contract.
- 21. Amendments: Contracts may need to be amended from time to time throughout the funding cycle based on program performance, and other contracted requirements.
- 22. Service Funding: All funding must be used exclusively for the allowable costs associated with a Part A service. In addition, agencies are prohibited from receiving or using any additional funding for any costs directly associated with the same services funded by any Part A contract.
- 23. Change in Services: If awarded a contract, providers will be reimbursed for defined services delivered to eligible consumers as outlined in the service contract. Any change of staffing, service location, or service protocols is not permitted without the written consent of the Board. Any such change in service delivery is not eligible for reimbursement and may result in termination of the service contract.
- 24. Reporting: All funded providers and programs will be required to collect and report data reports to the grantee. This report may include program, quality, and fiscal data. The format in which these reports will be submitted will be determined by the grantee. Completion and submission of these reports must be incompliance with the guidance of the reports.

B. Required Contract Documents

In addition to the contract agreement furnished by the Board, the successful contractor shall provide the following documents within fourteen (14) calendar days of the RFP award date. Failure to provide these documents within this time frame may result in a rescission of the award.

- 1. Signature Authorization
- 2. Worker's Compensation Certificate (if required)
- 3. Certificates of Insurance (if required)

- 4. Letter of Indemnification in Lieu of Worker's Compensation Certificate and/or Certificate of Insurance
- 5. IRS Form W-9: Request for Taxpayer ID and Certification
- 6. Certification of Personal Property Tax
- 7. Suspension and Debarment
- 8. Warranty against Unresolved Finding for Recovery

These documents are described in the following paragraphs.

C. Signature Authorization

The contractor shall provide one of the following signature authorizations:

- a. For a corporation, including but not limited to non-profit organizations, a notarized certificate of power of attorney authorizing the individual's signature to bind the entity or a notarized certificate of corporate resolution authorizing the signature of the document.
- b. For the sole owner, a notarized statement indicating that the individual is the sole owner and is authorized to sign for and bind the company.
- c. For a partnership, a certificate of partnership agreement showing the names and address of all partners and authorizing the signatures to bind the partnership.

D. Worker's Compensation Certificate

A Worker's Compensation Certificate is required from corporations and partnerships with employees. Sole proprietors and individual contractors are not required to submit this document.

The contractor shall provide a Certificate of Premium Payment for Ohio State Worker's Compensation Insurance, or equivalent Worker's Compensation Insurance or letter of indemnification in lieu thereof. This document shall be current for the entire period of the contract.

E. Certificate of Insurance

During the full term of the contractual agreement, the contractor shall have in effect and maintain such insurance as defined herein. Where applicable, to be determined by the Board's Administrative Counsel, the applicable insurance shall name the Board and its employees as a co-insured or additional insured.

This insurance shall protect the contractor, the Board and its employees and any subcontractor performing work covered by the contractual agreement against: 1) general auto liability claims;

2) professional liability claims; 3) personal injury claims; 4) accidental death claims; 5) property damage claims; 6) economic loss claims; 7) general liability claims; and such other types of claims including but not limited to D&O, employee dishonesty, workers compensation claims which may arise from operations under the contractual agreement whether such operations be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them.

An exact copy of such insurance policy or policies and any declarations pages shall be made available to the contracting authority for review at or before the time of execution of the contract. Such insurance shall include coverages for general liability, professional liability (where deemed necessary), workers compensation, D&O coverage and employee dishonesty (if deemed applicable) in such reasonable and adequate amounts as shall be determined by the Administrative Counsel at the time of negotiation of the contract.

F. Letter of Indemnification in Lieu of Worker's Compensation Certificate and/or Certificate of Insurance (if either document is required above)

If the contractor cannot provide a workers compensation certificate and/or certificate of insurance as requested, the contractor must, at the time of submission of the RFP, substitute a letter of indemnification for a worker's compensation certificate and/or certificate of insurance.

Only in those circumstances where the contractor verifies being self-insured by means of documentation will the Board consider the substitution of a letter of indemnification for a worker's compensation certificate and/or certificate of insurance. Such documentation, together with the letter of indemnification, must be submitted with the RFP proposal. Such a request will not be considered after the contract has been awarded.

G. Performance bond

If applicable, a Performance Bond or certified check, made payable to the Board, in a sum equal to 100% of the total contractual award shall be provided by the contractor should the total amount of the contractual award be in excess of \$25,000.

Such bond or check shall be conditional on the faithful performance of the work in accordance with the specifications, and shall remain in the possession of the Board for the term of the contract and material warranties, whichever is concluded last. Such bond or check shall also indemnify the Board, Ohio, against such damages as may be suffered by failure to perform such contract according to the provisions thereof and in accordance with the specifications. If a bond is submitted, it shall be executed by a surety company authorized to do business in the State of Ohio. The bond shall be notarized with the corporate seal and the bonding company seal. Accompanying the bond shall be:

A. A certified power of attorney for the agent to sign the bond.

B. A certificate of compliance for the bonding company for the State of Ohio, Department of Insurance.

If the contractor fails to satisfactorily perform the contract, the bonding company which provided the performance bond will be required to obtain timely performance of the contract.

H. Liquidated Damages

performance bond or certified check.

If applicable, liquidated damages shall be assessed in the amount of \$800.00 per calendar day for each and every day that the Contractor fails to meet the agreed upon deadline requirements for deliverables under the negotiated contract.

I. Letter of Credit in Lieu of Performance Bond/Certified Check

If a performance bond is required, the following will be in effect: If the contractor cannot provide a performance bond or a certified check in the amount requested, the contractor must, at the time of entering into a contract, substitute a letter of credit for a

Only in those circumstances where the contractor verifies by documentation from insurance and/or bonding companies that a performance bond is not available because of the new, unusual or unique nature of the product or the service being purchased will the County consider the substitution of a letter of credit for the performance bond or certified check requirement. Such documentation, together with the letter of credit in the amount requested for the performance bond, must be submitted during the writing of the contract with the successful contractor.

J. IRS Form W-9: Request for Taxpayer Identification Number and Certification

An Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) is required to be completed by the contractor, prior to the execution of the contract with the Board.

K. Certification of Personal Property Tax

A Certificate of Compliance with Section 5719.042 of the Ohio Revised Code, which requires a certification of delinquent personal property tax by the contractor prior to the execution of the contract of a political subdivision, must be completed.

L. Suspension and Debarment

The Board will not award a contract for services funded in whole or part with Federal funds, to an entity who has been suspended or debarred from doing business or who appears on the Federal Excluded Parties Listing System at www.sam.gov/.

M. Warranty against Unresolved Finding for Recovery

Ohio Revised Code Section 9.24 prohibits the award of a contract to any Respondent against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is "unresolved" at the time of the award. By submitting a bid, the bidder warrants that it is not

now, and will not become subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24, prior to the award of any contract arising out of this RFP, without notifying the Board of such finding.

VENDOR'S REFERENCE SHEET

INSTRUCTIONS: List a minimum of three (3) organizations to whom you have provided like services to that being requested in the specification. Provide all data requested below for each reference listed. Use additional sheets if desired.		
ORGANIZATION'S NAME:	CONTACT PERSON'S NAME:	
ORGANIZATION'S FULL ADDRESS:	CONTACT PERSON'S TELEPHONE NUMBER:	
	DATE SERVICE(S) PROVIDED:	
SPECIFY THE SERVICES PROVIDED:		
ORGANIZATION'S NAME:	CONTACT PERSON'S NAME:	
ORGANIZATION'S FULL ADDRESS:	CONTACT PERSON'S TELEPHONE NUMBER:	
	DATE SERVICE(S) PROVIDED:	
SPECIFY THE SERVICES PROVIDED:		
ORGANIZATION'S NAME:	CONTACT PERSON'S NAME:	
ORGANIZATION'S FULL ADDRESS:	CONTACT PERSON'S TELEPHONE NUMBER:	
	DATE SERVICE(S) PROVIDED:	
SPECIFY THE SERVICES PROVIDED:		

NON-COLLUSION AFFIDAVIT

* THIS AFFIDAVIT MUST BE EXECUTED FOR THIS BID TO BE CONSIDERED

STATE OF OHIO)	G.G.	
COUNTY OF CUYAHOGA	SS.	
		_being first duly sworn, deposes and
says that he/she is	of th	he party making the foregoing
proposal: that such proposal is genuine a	and not collusive or sh	nam: that said Respondent has not
colluded, conspired, connived or agreed,	directly or indirectly,	with any contractor or person to put in
a sham proposal, or that such other perso	on shall refrain from b	idding and has not in any manner,
directly or indirectly, sought by agreeme	nt or collusion, or con	nmunication or conference, with any
person, to fix the price of affiant or any of	other contractor, or to	fix any overhead, profit or cost
element of said price, or of that of any ot	ther contractor, or to se	ecure any advantage against the
Cuyahoga County Board of Health or an	y other persons interes	sted in the proposed contract; and that
all statements contained in said proposal	are true; and further	that all statements contained in said
proposal are true; and further that such co	ontractor has not, dire	ctly or indirectly submitted this
proposal, or contents thereof, or divulged	d information relative	thereto to any association or to any
member or agent thereof.		
-		AFFIANT
Sworn to and subscribed before me this _	day of	2023.
_	NOTA	ARY PUBLIC

CERTIFICATION OF COMPLIANCE WITH SECTION 3517.13 OF THE O.R.C. RFP #2023-05

CONTRACTS AWARDED TO INDIVIDUAL, PARTNERSHIP, OTHER UNINCORPORATED BUSINESS, ASSOCIATION (INCLUDING A PROFESSIONAL ASSOCIATION ORGANIZED UNDER CHAPTER 1785), ESTATE, OR TRUST MUST CONTAIN THE FOLLOWING CERTIFICATION:

Any contract for goods or services costing more than five hundred dollars must contain a certification by the contracting entity (vendor) that all of the following persons are in compliance with 3517.13(1)(1), limiting campaign contributions to the holder of the public office having the ultimate responsibility for the award of the contract:

- THE INDIVIDUAL
- EACH PARTNER OR OWNER OF THE PARTNERSHIP OR UNINCORPORATED BUSINESS
- EACH SHAREHOLDER OF THE ASSOCIATION
- EACH ADMINISTRATOR OF THE ESTATE
- EACH EXECUTOR OF THE ESTATE
- EACH TRUSTEE OF THE TRUST
- EACH SPOUSE OF ANY OF THE PRECEEDING PERSONS
- EACH CHILD SEVEN YEARS TO SEVENTEEN YEARS OF AGE OF ANY OF THE PRECEEDING PERSONS
- ANY COMBINATION OF THE PERSONS LISTED ABOVE

CONTRACTS A WARDED TO A CORPORATION OR BUSINESS TRUST (EXCEPT A PROFESSIONAL ASSOCIATION ORGANIZED UNDER CHAPTER 1785) MUST CONTAIN THE FOLLOWING CERTIFICATION:

Any contract for goods or services costing more than five hundred dollars must contain a certification by the contracting entity (vendor) that all of the following persons are in compliance with 3517. 13(J)(1), limiting campaign contributions to the holder of the public office having the ultimate responsibility for the award of the contract:

- EACH OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST
- \bullet EACH SPOUSE OF AN OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST
- EACH CHILD SEVEN YEARS TO SEVENTEEN YEARS OF AGE OF AN OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST
- ANY COMBINATION OF THE PERSONS LISTED ABOVE

It is hereby certified that all of the persons listed above are in compliance with section 3517.13(1)(1) or 3517.13(J)(1) of the Ohio Revised Code.

IF CONTRACTING ENTITY IS A NONPROFIT CORPORATION ESTABLISHED UNDER ORC CHAPTER 1702, THE UNDERSIGNED CERTIFIES THAT SECTIONS 3517.13(1)(1) AND 3517.13(J)(1) ARE NOT APPLICABLE TO THE CONTRACTING ENTITY.

PRINTED NAME	TITLE		
PRINTED NAME	IIILE		
SIGNATURE	DATE		

SAMPLE PROPOSAL COVER PAGE

(Use this as the format for preparing the proposal Cover Page)

RFP # 2023-05

PROPOSAL FOR MOBILE HEALTH UNIT

Agency Name Agency Street Address Agency City, State, Zip Code

CEO/Executive Director:	
Board President:	
Individual who will sign contract:	
Agency EIN:	
Agency accounting basis:	
Total Amount Requested:	
Proposal Contact:	
Phone Number:	
E-Mail Address:	

RFP EVALUATION FORM

Agency:	Service:		
Reviewer:	Total Score:		
CRITERIA	POINT VALUE	SCORE	REVIEWER COMMENTS
 1. Cover Letter and Introduction-Executive Summary Is there a concise description of the vendor; Is there a concise description of the proposed service; Does the agency have experience with this service and/or product; Does the proposal provide an overview of the vendors' unique approach to providing services? 	5		
 2. Project Narrative Conveys understanding of purpose and scope of this project. Demonstrates ability to meet each of the scope of services Provides qualifications for deliverables identified in RFP Is there a clear description of priority population(s) to be addressed by proposed services supported by epidemiological data? Does agency have experience with target population? 	20		

 Methodology Description of how deliverables will be met. 	35	
 4. Project Management Describes method(s) for managing the project; Provides organizational structure for managing the project; Describes method(s) for reporting project status updates; Provides potential risks/problems and solutions to avoid or minimize them. Can agency demonstrate appropriate record keeping, reporting, invoicing and well maintained data? 	20	
 5. Budget Is budget data complete and accurate; Is cost reasonable for services being provided; Are actual costs (i.e. not estimates) with detailed breakdown provided; Do staffing patterns match services proposed; Authorized individual to make contractual obligations must sign the pricing document. Conflict of Interest statement provided? 	20	
TOTAL	100	