



Loveland-Symmes Fire Department

Request for Proposals



Public notice is hereby given that Loveland-Symmes Fire Department has issued this Request for Proposals (RFP) for a qualified Contractor(s) or Firm interested in providing a comprehensive Behavioral health and Wellness Program for first responders within the Loveland-Symmes Fire Department to include, at a minimum, behavioral health care, mental performance, awareness training, resiliency training, peer support, stress debriefing, stress management and referral/navigation services ("Behavioral Health and Wellness Program Services"). The Contractor(s) or Firm will provide Behavioral Health and Wellness Program Services, in a variety of mediums, aimed to sustain and improve first responder health.

Full notice and complete details of the RFP are available for download at www.lsfed.org or by contacting Deputy Fire Chief Bruce Hawk via email at bhawk@lsfd.org. In the event it becomes necessary to revise any part of this RFP, addenda will be posted on the LSFD's website no later than August 15, 2023.

This RFP is not an offer to enter into a contract, but merely a solicitation of Contractor(s) or Firm(s) interested in submitting a Proposal to the Owner. The Loveland-Symmes Fire Department will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

Date of Publication: August 1, 2023

Owner: Loveland-Symmes Fire Department
126 S. Lebanon Rd.
Loveland, Ohio 45140

Project: LSFD Behavioral Health and Wellness Program

Owner Contact Person: Proposals shall be submitted via email to:
Deputy Fire Chief Bruce Hawk
bhawk@lsfd.org

Proposals Due: Proposals shall be submitted no later than 4:00pm (EST), August 21, 2023

All Proposals must be submitted pursuant to the instructions below. Prior to submitting a Proposal, all Proposers are invited and strongly encouraged to contact Fire Chief Otto Huber at 513-583-3001, to discuss requirements of the Behavioral Health and Wellness Program. It is the Proposer's sole responsibility to ensure the Proposal is delivered in the manner required by this RFP by the due date and time. The Owner has the right to reject any Proposals not properly delivered.

1. BACKGROUND AND PURPOSE

- 1.1. Loveland-Symmes Fire Department is comprised of four (4) fire stations, covering 13.25 sq. mi. in southwest Ohio. These stations are staffed 60 career and 20 volunteer members and provide fire, rescue and both basic and advanced emergency medical services to a diverse and growing community.
- 1.2. Loveland-Symmes Fire Department place the health and safety of our personnel as a top priority. Over the past decade, we have seen an increase of 25 percent in our call volume, with no change in resources. The increased call volume, combined with the added stressors our staff members are exposed to due to the conditions, schedules and circumstances under which their work is performed, can negatively impact our members' wellness if not properly addressed throughout their careers.

Existing Wellness Programs have the overall goal of maintaining and improving the physical and behavioral health of all emergency response by creating a positive environment through education, fitness, support, nutritional and rehabilitative programs. Initial medical exams, job-related immunizations, annual medical and fitness evaluations, cancer screening that meets NFPA 1582 guidelines, an Employee Assistance Plan (EAP) and a Chaplain Program are currently included. No other behavioral health and wellness services are currently offered in our Wellness Programs.

- 1.3. LSFDF is initiating this Request for Proposals (RFP) to solicit Proposals from a qualified Contractor(s) or Firm interested in providing a comprehensive Behavioral Health and Wellness Program, to enhance the health and safety of fire and EMS personnel.

2. PROJECT INFORMATION AND SPECIFICATIONS

2.1. MINIMUM QUALIFICATIONS

- 2.1.1. Services and providers should meet National Fire Protection Agency (NFPA) 1500 standards or equivalent.
- 2.1.2. Contractor(s) or Firm must have three (2) years of experience providing behavioral health care to first responders.
- 2.1.3. Contractor(s) or Firm must be licensed and credentialed to provide clinical behavioral health services within the United States.
- 2.1.4. In-depth knowledge of Loveland-Symmes Fire Department members and their roles and responsibilities as first responders.

2.2. SCOPE OF WORK

- 2.2.1. The behavioral health and Wellness Program shall provide behavioral health resources through accomplishment of the following program objectives that are in accordance with NFPA 1500 or equivalent:
 - 2.2.2. Provide awareness training.

- 2.2.2.1. Train emergency responders to recognize the signs and symptoms of behavior crisis, particularly mental illness (SMI) and/or serious emotional disturbance (SED) in peers and coworkers.
- 2.2.2.2. Establish connections with internal and/or community-based behavioral health providers to refer emergency responders with the signs or symptoms of mental illness to appropriate services and assist with the referral process as needed.
- 2.2.2.3. Train Company Officers to identify persons (subordinates and patients) with a behavior crisis and employ crisis de-escalation techniques.
- 2.2.2.4. Educate emergency responders about resources that are available in the community for individuals (subordinates and patients) with a behavior crisis
- 2.2.3. Provide resiliency training to decrease stress and enhance resiliency in first responders.
 - 2.2.3.1. Topics shall include but not be limited to review and impact of trauma, working with the first responder culture and cultural awareness, breaking the behavioral health stigma, communication skills for families and practical/research-based guidelines for reducing stress.
- 2.2.4. Assist the LSFDF with development of a department-wide peer support program.
 - 2.2.4.1. Training shall focus on active listening, confidentiality, general assessment and suicide assessment, crisis intervention, action planning, outreach, self-care and building an effective peer support program.
 - 2.2.4.2. Upon completion of training, members shall have the necessary knowledge and skills to provide support to their peers, have a basic understanding of common behavioral health issues affecting the fire service, can serve as a bridge to community resources or behavioral health treatment when indicated, and are able to build or enhance the peer support program.
- 2.2.5. Assist the LSFDF with critical incident stress management (CISM) and like processes following a qualifying event, allowing emergency responders to process the event and reflect on how it has impacted them.
 - 2.2.5.1. Objectives include helping to lessen the unpleasant short-term symptoms of trauma, assess whether follow-up is needed and provide a sense of closure for the individual(s).
 - 2.2.5.2. Provide professional facilitation of After-Action Review (AAR) for critical incidents in the region. AAR shall be provided within 24 to 72 hours after an event.
 - 2.2.5.3. Develop a trauma screen questionnaire (TSQ) Program, including creation, distribution, collection and analysis. The TSQ shall be a

straightforward and easily scored instrument to identify who is progressing well and who may need additional assistance down the road. Administered three (3) to four (4) weeks after a qualifying event, questions shall focus on recent symptoms. The TSQ Program shall determine next steps, identifying when a more complete screening by a competent behavioral health professional may be warranted.

- 2.2.6. Develop behavioral health consultation services on a schedule of sufficient and consistent frequency, to ensure a behavioral health consultant is available to partner with emergency responders in a timely and effective manner.
 - 2.2.6.1. Apply available screening tools to detect early signs and symptoms of mental illness or emotional distress.
 - 2.2.6.2. Make services available to all LSF D emergency responders. Program emphasis will be placed on prevention, intervention, and resiliency.
- 2.2.7. Each program component shall be performed by a subject matter expert (SME) with appropriate credentials specific to the component, under the recommendations of the SME and with the concurrence of the Participating Agency.
- 2.2.8. It is assumed that components will be performed during regular business hours, but specifically scheduled directly with the Participating Agency or individual.
- 2.2.9. At a minimum, administrative responsibilities shall include:
 - 2.2.9.1. Maintaining behavioral health records.
 - 2.2.9.2. Ensuring staff/clinicians are licensed and credentialed to provide clinical behavioral health services;
 - 2.2.9.3. Submit monthly invoices to the LSF D detailing services provided for which reimbursement is requested.
 - 2.2.9.4. Participate in evaluation and research activities as requested.
 - 2.2.9.5. Comply with all standard assurances.

2.3. SPECIAL CONDITIONS

- 2.3.1. The following conditions apply to the Contractor(s) or Firm selected:
- 2.3.2. Federal, state or foreign taxes are not allowable.
- 2.3.3. Legal fees of any type are not allowable without prior written approval of the LSFD
- 2.3.4. In the event the project is terminated by administrative action, the Contractor(s) or Firm will be paid for work performed to the date of termination.
- 2.3.5. Any work to be subcontracted to a Subcontractor shall be clearly identified and such Subcontractor shall be approved by the LSFD prior to contract issuance.
- 2.3.6. The selected Contractor(s) or Firm shall defend and hold the LSFD and Participating Agencies harmless from and shall be solely responsible, where found liable, for the payment of all claims for loss, personal injury, death, property damage or otherwise, arising out of any act of omission or negligence of its employees or agents in connection with the performance of this work.
- 2.3.7. Should the Contractor and/or Subcontractor fail, at any time, to perform the duties and obligations imposed by the resulting contract to the standards identified, the LSFD and Participating Agencies may, upon written notice, cancel the contract for services.
 - 2.3.7.1. The LSFD and Participating Agencies may also procure the necessary services from other sources and hold the Contractor and/or Subcontractor responsible for all additional costs occasioned thereby.
- 2.3.8. In submitting a proposal in response to this RFP, and in performing services under any contract resulting from this RFP, the Contractor(s) or Firm shall be bound by, and comply with, all the terms, conditions, and requirements contained within this RFP, as well as Exhibits A, B, C and D.

2.4. PERIOD OF PERFORMANCE

- 2.4.1. The term of any contract resulting from this RFP, services must be performed on or before 12/31/2024: from TBD (or from the date the contract is fully executed). Financial obligations of LSFD payable after the first year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. As this Contract is funded in whole or in part with grant funding, LSFD's payment obligations are subject to and contingent upon the continuing availability of grant funds for the purposes hereof.

3. SELECTION PROCESS COMPONENTS

3.1. PROPOSAL

- 3.1.1. To be responsive to this RFP, Proposers must submit complete and timely, responsive, responsible Proposals and participate fully in the following RFP procurement process. Request for Proposal submittals will be evaluated by a Selection Committee pursuant to the selection criteria set forth in this RFP and any addenda.

The LSFDF will negotiate an agreement with the highest scoring Contractor(s) or Firm, and such agreement is subject to final approval by the Loveland Symmes Fire Department Board of Directors.

- 3.1.2. Proprietary Meeting. Prior to submitting a response to the RFP, all Proposers are invited and strongly encouraged to contact Fire Chief Otto Huber at 513-583-3001 ("Proprietary Meeting"). The purpose of this meeting is to discuss goals and requirements of the Behavioral health and Wellness Program and permit the Proposers to ask questions to help prepare responses to the RFP.

3.2. **SHORT LIST**

- 3.2.1. The LSFDF will establish a Selection Committee and evaluate each Contractor(s) or Firm responding to this RFP solely upon the factors, weighting and process identified in this RFP and any addenda thereto. Based on the Selection Committee's findings, the LSFDF intends to short list no more than three (3) responsive and responsible Finalists to move to the next phase of the selection process.

- 3.2.2. The LSFDF will notify all Proposers of the Finalists selected to move to the next phase of the selection process. The procurement process will not proceed to the next phase until two (2) business days after all Proposers are notified of the Committee's selection decision. At the written request of a Proposer not selected as a Finalist, the LSFDF will provide the requesting Proposer with a scoring summary of the evaluation factors for its Proposal.

3.3. **INTERVIEW**

- 3.3.1. Short-listed Finalists will participate in an interview with the LSFDF. The purpose of the interview will be for the Contractor(s) or Firm to explain their Proposal and communicate their understanding of the Project and ability to meet the LSFDF's goals. The LSFDF will notify each short-listed Finalist of the specific time for the interviews. The interview may be conducted virtually.

3.4. **SELECTION**

- 3.4.1. The Selection Committee will evaluate the responses to this RFP based solely on the factors, weighting and process identified in the RFP and in any addenda. The LSFDF will then initiate negotiations with the Contractor(s) or Firm submitting the highest scored Proposal. If the LSFDF is unable to execute a contract with the Contractor(s) or Firm submitting the highest scored Proposal, negotiations with that party may be suspended or terminated, and the LSFDF may proceed to negotiate with the next highest scored Proposer. The LSFDF shall continue in accordance with this procedure until a contract agreement is reached or the selection process is terminated. The LSFDF shall notify all Finalists of the selection decision within two (2) business days of such notification.

3.5. **EXPENSES**

- 3.5.1. The LSFDF accepts no liability for the costs and expenses incurred by Contractors or Firms in responding to this procurement. Each Proposer that enters into the

procurement process shall prepare the required materials and Proposal at its own expense and with the express understanding that it cannot make any claims whatsoever for reimbursement from the LSFd for the costs and expenses associated with the process, even in the event the LSFd cancels this Project or rejects all Proposals. Proposers and Finalists will pay their own expenses required for travel and participation in the procurement process.

4. GENERAL INFORMATION

4.1. RFP COORDINATOR

4.1.1. The RFP Coordinator is the point of contact within the LSFd for this procurement. All communication between the Proposer and the LSFd upon receipt of this RFP shall be with the RFP Coordinator, as follows:

Name	Deputy Fire Chief Bruce Hawk
Phone Number	513-583-3001
Email Address	bhawk@lsfd.org

4.1.2. Any other communication, including the Proprietary Meeting, will be considered unofficial and non-binding on the Loveland-Symmes Fire Department. Proposers are to rely on written statements issued by the RFP Coordinator.

4.2. DEFINITIONS

4.2.1. LSFd: Loveland-Symmes Fire Department, an Ohio State entity that is issuing this RFP

4.2.2. Proposal: A formal offer submitted in response to this RFP

4.2.3. Proposer: Party of interest submitting a Proposal in response to this RFP

4.2.4. Participating Agency: The Loveland-Symmes Fire Department for which services shall be provided

4.3. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

ITEM	DATE	TIME	LOCATION
RFP Advertisement	August 7, 2023	4:00 PM	Loveland, Ohio
Last Day for Questions	August 11, 2023	4:00 PM	Loveland, Ohio
RFP Last Addendum Issued	August 15, 2023	4:00 PM	Loveland, Ohio
Proposals Due	August 21, 2023	4:00 PM	Loveland, Ohio
Notification of Short-Listed Proposers	August 23, 2023	4:00 PM	Loveland, Ohio
Interviews with Short-Listed Proposers	Week of August 28, 2023	4:00 PM	Loveland, Ohio
Notification of Final Selection	August 31, 2023	4:00 PM	Loveland, Ohio

4.4. SUBMISSION OF PROPOSALS

- 4.4.1. Proposals shall be submitted electronically by email to the RFP Coordinator in a searchable PDF format. Submittals delivered by hand, fax, telephone, or any postal carrier will not be accepted. Submittals shall be submitted no later than August 20, 2023, at 4:00 p.m. to bhawk@lsfd.org.
- 4.4.2. Electronic submittals shall be limited to the documents specified in the RFP document and shall not include additional brochures, booklets or other sales material that are not specifically requested in the RFP. Electronic submittals shall clearly indicate in the title of the email the title of the Project, the name of the Proposer and the date of the Proposal.
- 4.4.3. It is the Proposer's responsibility to ensure that submissions are received in a timely fashion and to ensure attached files are not corrupt or damaged. If the RFP Coordinator is unable to open an attachment because it is damaged, corrupt, infected, etc. the LSFD may disqualify the Proposer's submission.

4.5. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

- 4.5.1. Materials submitted in response to this competitive procurement shall become the property of the LSFD
- 4.5.2. All received Proposals shall remain confidential until the award of contract recommendation has been approved by the Loveland-Symmes Fire Department Board of Commissioners. Thereafter, the Proposals shall be deemed public records as defined in ORC Section 149.43 "Public Records."
- 4.5.3. Any information in the Proposal that the Proposer desires to claim as proprietary and exempt from disclosure under the provisions of state law shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored.
- 4.5.4. The LSFD will consider a Proposer's request for exemption from disclosure; however, the LSFD will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the RFP, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.
- 4.5.5. All requests for information should be directed to the RFP Coordinator.

4.6. REVISIONS TO THE RFP

- 4.6.1. In the event it becomes necessary to revise any part of this RFP, addenda will be posted on the LSFD's website.
- 4.6.2. The LSFD also reserves the right to cancel or to reissue the RFP in whole or in part, prior to final award of a contract.

4.7. ACCEPTANCE PERIOD

4.7.1. Proposals shall remain in effect for ninety (90) days from the due date for receipt of Proposals, for acceptance by the LSFD.

4.8. RESPONSIVENESS

4.8.1. The Proposer is specifically notified that failure to comply with any part of the RFP may result in rejection of the Proposal as non-responsive. The LSFD also reserves the right, however, at its sole discretion to waive minor administrative irregularities. The LSFD reserves the right to contact a Proposer for clarification of its Proposal.

4.9. NO OBLIGATION TO CONTRACT

4.9.1. This RFP does not obligate the LSFD or Participating Agencies to contract for services specified herein.

4.10. REJECTION OF PROPOSALS

4.10.1. The LSFD reserves the right to cancel at any time for any reason this solicitation and to reject all Proposals. The LSFD shall have no liability to any respondent arising out of such cancellation or rejection. The LSFD reserves the right to waive minor variations and immaterial irregularities in the selection process.

5. PROPOSAL SUBMITTAL REQUIREMENTS

5.1. All Proposers must include a Table of Contents and submit their responses to this RFP in the following prescribed format, to ensure a fair evaluation regarding the Proposer's qualifications and the needs of the LSFD. The Selection Committee will look more favorably on Proposals that follow the RFP format, are easy to read and that are concisely written. Submittals will not be returned.

5.2. TECHNICAL PROPOSAL

5.2.1. The Technical Proposal shall contain the Proposer's Transmittal Letter, Executive Summary, Qualifications of Key Personnel, Technical Approach, References and Certifications and Disclosures, as follows:

5.2.1.1. Transmittal Letter: The letter transmitting the Proposal must be signed by an officer authorized to bind the Proposer.

5.2.1.2. Executive Summary: This section shall provide the qualifications, professional credentials and experience of the Contractor(s) or Firm and any proposed subcontractors. Elaborate corporate brochures are discouraged.

5.2.1.3. Qualifications of Key Personnel: Providers must be familiar with NFPA 1500 standards and knowledgeable in first responder training. Providers must be subject matter experts in the field of instruction. Subject matter expertise can include prior first responder experience, military or other

applicable experience. Resumes must be submitted with certification and qualifications shown.

- 5.2.1.4. Technical Approach: An outline of the Proposer’s technical approach. Evaluators are looking for specific descriptions of the Behavioral health and Wellness Program Services and their applicability and value for public safety entities.
- 5.2.1.5. References: Proposer will provide a minimum of three (3) and a maximum of five (5) references for projects of a similar Scope of Work on Exhibit A (Worksheets 1 and 2). Names, titles, addresses and telephone numbers shall be included for each reference. References shall include work in which proposed key personnel have served.
- 5.2.1.6. Certifications and Disclosures: Proposer shall complete the certifications and disclosures found at Exhibit B of this RFP and submit each as a part of its Proposal.

5.3. PRICE PROPOSAL

5.3.1. Proposer’s submission shall contain the completed Price Proposal form found at Exhibit C of this RFP. Evaluators will review the overall price of the Proposal and points will be awarded using a standardized pricing model based on cost. Note: Hourly rates should not include any mobilization or travel costs. Each program component shall be listed separately on the Price Proposal form and Proposers may provide pricing for one (1) or more program components for which it meets the qualifications. Additional proposed costs must be outlined separately from pricing requested on Exhibit C.

5.4. Proposals must be submitted in two (2) separate files. The first file will contain the Technical Proposal and the second file will contain the Price Proposal.

6. EVALUATION CRITERIA

- 6.1. In the evaluation and ranking of Proposers, the LSF D will consider the information submitted pursuant to the RFP and the Interviews, as well as any and all information obtained through reference checks and other means as deemed necessary by the LSF D with respect to the evaluation criteria set forth below. The result of the evaluation will be a comparative ranking of Proposers.
- 6.2. In evaluating the submissions, the following factors will be considered, with points awarded up to the maximum shown:

Factors	Points
1. Overall Method and Technical Approach	35
1.1. <i>Comprehensive Program Services: Evaluation of Proposer’s proposed technical approach to provide a comprehensive Behavioral Health and Wellness Program inclusive of behavioral health care, mental performance, awareness training, resiliency training, peer support, stress debriefing, stress management, referral/navigation services, and other services as necessary.</i>	25

	<i>The program must demonstrate in-depth knowledge of Participating Agency stakeholders and their roles and responsibilities as first responders.</i>	
1.2.	<i>Mobile Application/Telehealth: Evaluation of Proposer's proposed mobile application or telehealth availability for individualized training 24/7, with at least a 36-hour turnaround time on responses, to included customer service.</i>	10
2. Organizational Capacity and Experience		55
2.1.	<i>Qualified and Certified Providers: Evaluation of qualifications and certifications of Proposer's providers. All proposed providers should meet NFPA 1583 standards and be subject matter experts in the field of instruction. Subject matter expertise can include prior first responder experience, military or other applicable experience.</i>	25
2.2.	<i>Availability of Key Personnel: Evaluation of the availability of Proposer's proposed key personnel to provide adequate coverage for the entire Loveland-Symmes Fire Department and/or Participating Agencies. Key personnel must be available within 24 hours to provide emergency behavioral health care as needed.</i>	25
2.3.	<i>References: Satisfactory review of Proposer's references.</i>	5
3. Cost Analysis		10
Total Points		100

7. AWARD OF CONTRACT

7.1. This RFP does not obligate the LSFD to award a contract. The LSFD reserves the right to cancel at any time for any reason this solicitation and to reject all Proposals. The LSFD shall have no liability to any respondent arising out of such cancellation or rejection.

7.2. Award of contract, when made, will be to the Proposer whose Proposal is the most favorable to the LSFD, taking into consideration the evaluation factors.

7.3. RESERVATION OF RIGHTS

7.3.1. The LSFD reserves without limitation and may exercise at its sole discretion, the following rights and conditions with regard to this procurement process:

7.3.1.1. To cancel the procurement process and reject any and all Proposals;

7.3.1.2. To waive any informality or irregularity;

7.3.1.3. To revise the procurement documents and schedule via an addendum;

7.3.1.4. To reject any Proposer who submits an incomplete or inadequate response or is not responsive to the requirements of this RFP;

7.3.1.5. To require confirmation of information furnished by a Proposer, require additional information from a Proposer concerning its Proposal, and require additional evidence of qualifications to perform the work described in this RFP or a subsequent RFP;

7.3.1.6. To provide clarifications or conduct discussions, at any time, with one or more Proposers;

- 7.3.1.7. To contact references who are not listed in the Proposal and investigate statements on the Proposals and/or qualification of the Proposer and any firms or individuals identified.
- 7.3.1.8. To take any action affecting the RFP process or the Project that is determined to be in the LSFD's best interests.
- 7.3.1.9. Approve or disapprove of the use of particular Subconsultants, Subcontractors or Key Personnel and/or substitutions and/or changes to Subconsultants, Subcontractors or Key Personnel from those identified in the Proposal.

7.4. DEBRIEFING OF UNSUCCESSFUL PROPOSALS

- 7.4.1. Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Contractor(s) or Firm's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone. Debriefing will not occur until after the LSFD has entered into a contract with the successful Contractor(s) or Firm.

7.5. PROTEST PROCEDURE

- 7.5.1. The following protest procedure shall apply to any protest by any Contractor(s) or Firm filing a protest with respect to any decision by the LSFD regarding this procurement.
- 7.5.2. Per ORC 9.28, the LSFD shall notify all Proposers in writing upon selection of the short-listed Finalists and shall notify all Finalists upon selection of the winning Contractor(s) or Firm. The Proposers not selected for either the short list or as the winning Contractor shall have four (4) calendar days from notification to submit a protest. If there is a protest, the LSFD will not advance to the next phase of the procurement or execute the contract with the winning Proposer until two (2) calendar days after the final protest decision is transmitted to the Protestor.
- 7.5.3. Form of Protest. To be considered, a protest shall be in writing and addressed to the RFP Coordinator. The protest shall include the following:
 - 7.5.3.1. The name, address and phone number of the Proposer protesting or the authorized representative of the Proposer submitting an RFP;
 - 7.5.3.2. The Solicitation Number and Title under which the protest is submitted.
 - 7.5.3.3. A detailed description of the specific grounds for protest and any supporting documentation. It is the responsibility of the Protestor to supplement its protest with any subsequently discovered documents prior to the LSFD's decision; and
 - 7.5.3.4. The specific ruling or relief requested.

7.5.4. Determination of Protest. Upon receipt of a timely written Protest, the LSFD shall investigate the Protest and respond in writing to the Protest prior to execution of the contract per the ORCs. The decision of the LSFD shall be final.

8. ATTACHMENTS

- 8.1. Exhibit A – Contractor Resume
- 8.2. Exhibit B – Certifications and Disclosures
- 8.3. Exhibit C – Price Proposal
- 8.4. Exhibit D – Sample Contract Terms and Conditions

EXHIBIT A

**CONTRACTOR RESUME
WORKSHEET 1**

CURRENT OR RECENTLY COMPLETED PROJECTS WITHIN THE PAST FIVE (5) YEARS

PROPOSER: _____

Below, create a list of at least three (3) and a maximum of five (5) current or recently completed projects that are similar in magnitude and scope to that described in the LSFd solicitation.

PROJECT NAME	OWNER/EMAIL	APPROXIMATE \$ VALUE
1.		
2.		
3.		
4.		
5.		

EXHIBIT A

**CONTRACTOR RESUME
WORKSHEET 2**

CURRENT OR RECENTLY COMPLETED PROJECTS WITHIN THE PAST FIVE (5) YEARS

PROPOSER: _____

PROVIDE A MINIMUM OF THREE (3) AND A MAXIMUM OF FIVE (5) REFERENCES FROM CUSTOMERS CAPABLE OF DISCUSSING YOUR COMPANY'S ABILITY TO PERFORM CONTRACTS OF COMPARABLE SIZE AND SCOPE. It is imperative that accurate contact names and telephone numbers be given for the projects listed. All references should include a contact person who can comment on your ability to perform the services required under this contract. Proposers should ensure that telephone numbers and contact names given are up-to-date and accurate.

Reference 1:

1. Name of Client Organization: _____
2. Name/Title of Point of Contact (POC) for Client Organization: _____

3. Phone Number of POC: _____
4. Approximate Value of Contract: _____
5. Duration of Contract: _____
6. Description of Services Provided: _____

Reference 2:

1. Name of Client Organization: _____
2. Name/Title of Point of Contact (POC) for Client Organization: _____

3. Phone Number of POC: _____
4. Approximate Value of Contract: _____
5. Duration of Contract: _____
6. Description of Services Provided: _____

Reference 3:

1. Name of Client Organization: _____
2. Name/Title of Point of Contact (POC) for Client Organization: _____

3. Phone Number of POC: _____
4. Approximate Value of Contract: _____
5. Duration of Contract: _____
6. Description of Services Provided: _____

Reference 4:

1. Name of Client Organization: _____
2. Name/Title of Point of Contact (POC) for Client Organization: _____

3. Phone Number of POC: _____
4. Approximate Value of Contract: _____
5. Duration of Contract: _____
6. Description of Services Provided: _____

Reference 5:

1. Name of Client Organization: _____
2. Name/Title of Point of Contact (POC) for Client Organization: _____

3. Phone Number of POC: _____
4. Approximate Value of Contract: _____
5. Duration of Contract: _____
6. Description of Services Provided: _____

EXHIBIT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Proposer certifies to the best of its knowledge and belief that it and its Key Personnel:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any department or agency of the State of Ohio;
- Have not within a three (3) year period preceding this date, been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated above of this certification; and
- Have not within a three (3) year period preceding this date, had one or more public transactions (Federal, State or local) terminated for cause or default.

Proposer understands that a false statement on this certification may be grounds for rejection of any submitted Proposal or quotation or termination of any award.

Name of Proposer

Name and Title of Authorized Representative

Signature of Authorized Representative

EXHIBIT C

PRICE PROPOSAL

Instructions: For Section I of this form, please provide the firm-fixed price of each program component based on the provided frequency. For Section II of this form, please provide the hourly labor rate, number of hours per year, and a firm-fixed price per year.

SECTION I

Item #	Program Component	Frequency (Per Year)	Firm-Fixed Price
1	Awareness Training	Annual	
2	Resiliency Training	Annual	
3	Peer Support Program Development	Continuous	
4	CISD/After Action Review	Each	
5	Trauma Screen Questionnaire (TSQ) Program Development	Continuous	
6	TSQ Distribution, Collection, Analysis	Each	
7	Mobile Application/Telehealth Availability	N/A	

Additional Proposed Costs or Program Components

8			
9			
10			
11			
12			
13			
14			
15			

SECTION II

Item #	Program Component	Hourly Labor Rate	# of Hours (Per Year)	Firm-Fixed Price
16	Behavioral health Consultation Services			

Additional Proposed Costs or Program Components

17				
18				
19				
20				

EXHIBIT D

CONTRACT TERMS AND CONDITIONS

This contract is entered into between Loveland-Symmes Fire Department, hereinafter "LSFD" and _____ "Contractor" to provide a comprehensive Behavioral health and Wellness Program for first responders within the Loveland-Symmes Fire Department.

1. TERM OF CONTRACT

- 1.1. This Contract is effective on _____ or the date of the last signature of the parties, whichever is later, and shall remain in effect until _____, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for LSFD's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2. Contractor understands that no work should begin under this Contract until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the LSFD's Board of Commissioners. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's own risk and as a volunteer.

2. COMPLIANCE WITH LAW

- 2.1. The Contractor hereby represents and warrants that:
 - 2.1.1. It has the power and authority to enter into and perform the Contract, that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor, enforceable in accordance with its terms;
 - 2.1.2. Its performance under the Contract shall be in a good and workmanlike manner and in accordance with all applicable professional standards;
 - 2.1.3. It is qualified to do business in the jurisdictions covered by the Contract and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
 - 2.1.4. It is not in arrears in the payment of any obligations due and owing to any agency involved in this agreement, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
 - 2.1.5. It shall comply with all federal, state and local laws, regulations and ordinances applicable to its activities and obligations under this Contract; and
 - 2.1.6. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

3. COUNTERPARTS

- 3.1. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

4. GENERAL TERMS AND CONDITIONS

- 4.1. The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP),

the following order of precedence shall apply: (1) this Contract; (2) LSFDF's RFP and any exhibits; and (3) Contractor's Response to LSFDF's RFP.

5. **FORCE MAJUERE**

- 5.1. Neither LSFDF and/or its members nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, declaration of emergency or war, where such cause was beyond, respectively, LSFDF's and/or its members or Contractor's reasonable control. LSFDF and/or its members and Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

6. **INDEMNIFICATION**

- 6.1. Contractor shall protect, hold free and harmless, defend and indemnify LSFDF and its Participating Agencies including their officers, agents and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including attorney's fees) resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is in any way connected with the performance of the work or failure to perform its obligations under this Contract.
- 6.2. This obligation of indemnification shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of Contractor's agents or employees; except that it shall not be applicable to injury, death or damage to the property arising from the sole negligence of LSFDF and/or members, their officers, agents and employees.

7. **INDEPENDENT CONTRACTOR**

- 7.1. Contractor shall perform the work required by this Contract as an "Independent Contractor." Although LSFDF and/or members reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, LSFDF and/or members cannot and will not control the means or manner of the Contractor's performance. The Contractor shall comply promptly with any requests by LSFDF and/or members relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this Contract. Contractor is responsible for determining the appropriate means and manner of performing the work.
- 7.2. Contractor represents and warrants that Contractor is not an employee of LSFDF and/or members, is not currently employed by the Federal Government, and is not an officer, employee or agent of LSFDF and/or members.
- 7.3. Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this Contract. Contractor is not eligible for any federal Social Security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract.
- 7.4. Contractor agrees to immediately provide LSFDF and/or members notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without LSFDF's written consent, any obligation of LSFDF to indemnify Contractor for any actions under this Contract.

8. **INSURANCE REQUIREMENTS**

- 8.1. Contractor shall obtain, and at all times keep in effect, Commercial General Liability Insurance in the amounts listed below for its activities and operations. The insurance shall include coverage for personal injury, discrimination and civil rights violation claims. All such insurance shall name the Participating Agency, individual members, their employees and agents as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with LSFDF and/or Participating Agencies prior to the time any services are rendered. Contractor shall maintain coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$500,000 for property damage. Coverage shall be written on an occurrence form.
- 8.2. Contractor shall obtain, and at all times keep in effect, automobile insurance on all vehicles used in this Contract with LSFDF and/or members to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations of any owned or hired automobiles used by Contractor in connection with the carrying out of this Contract. All such insurance shall name LSFDF and/or individual members, their employees and agents as ADDITIONAL INSURED.

- 8.3. Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a LSF D building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by participants attending its programs.
- 8.4. Contractor shall, upon request, provide LSF D and/or members with certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required the governing jurisdiction's law in effect for each year of this Contract.
- 8.5. All insurance policies shall have a minimum 30 days' notice of cancellation. Immediate written notice to LSF D and members involved in the contract shall be required in the event of cancellation or restriction by the insurance company of any insurance policy referred to in this section.
- 8.6. When insurance coverage is renewed, Contractor shall provide new certificates of insurance prior to expiration of current policies to all contracting agencies.

9. NONDISCRIMINATION

- 9.1. The LSF D is committed to the policy that all persons shall have equal access to its programs, facilities and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as LSF D policies related to non-discrimination. Contractor further agrees that this provision will be incorporated in all sub-contracts entered into in connection with this Contract.

10. BACKGROUND CHECKS

- 10.1. Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews and reference checks. Contractor shall conduct criminal background checks in accordance with state and federal law and LSF D policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract.
- 10.2. Contractor is responsible for ensuring staff/providers are licensed and credentialed in the State of Ohio to provide clinical behavioral health services.
- 10.3. Contractor is responsible for ensuring staff/providers are familiar with NFPA 1500 standards and knowledgeable in first responder training. Providers must be subject matter experts in the field of instruction.

11. OWNERSHIP OF DOCUMENTS AND MATERIALS

- 11.1. Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork and computations prepared by or for Contractor under the terms of this Contract shall at any time during the performance of the services be made available to LSF D and/or members upon request and shall become and remain the exclusive property of LSF D and/or members upon termination or completion of the services.

12. USE OF DISTRICT NAME OR LOGO

- 12.1. Contractor agrees not to use the name, logo or any other marks (including, but not limited to, colors and music) owned by or associated with the LSF D or the name of any representative of the LSF D in any sales promotion work or advertising, or any form of publicity, without the written permission of the LSF D.

13. PRIVACY

- 13.1. Contractor agrees that any information it creates, collects, receives, stores, uses or disseminates during the course of its performance, which concerns the personal, financial or other affairs of the LSF D, its Board, officers, employees or other members shall be kept confidential and in conformance with all state and federal laws relating to data privacy. Contractor must comply with any applicable requirements as if it were a governmental entity.

Contractor will report immediately to the LSFD any requests from third parties for information related to this Contract. The LSFD will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

14. RECORDS

- 14.1. Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that the LSFD and/or members and their duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans and writings of the Contractor that are pertinent to this Contract. All such fiscal records, books, documents, papers, plans and writing shall be retained by Contractor and kept accessible for a minimum of three (3) years, except as required longer by law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later. All subcontracts shall also comply with these provisions.

15. CONSIDERATION AND TERMS OF PAYMENT

- 15.1. Subject to the conditions herein, payment shall be made by LSFD within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. LSFD has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.
- 15.2. As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, LSFD shall pay Contractor at the hourly or per diem rates as set forth in the Price Proposal submitted with the RFP. Payment shall be made to Contractor based on the hours recorded, provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, LSFD has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges the same. LSFD has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.
- 15.3. Financial obligations of LSFD payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. As this Contract is funded in whole or in part with grant funding, LSFD's payment obligations are subject to and contingent upon the continuing availability of grant funds for the purposes hereof.

16. SCOPE OF WORK

- 16.1. Contractor shall perform all services set forth herein and any exhibits included in the Request for Proposals (RFP). The comprehensive Behavioral health and Wellness Program shall include, at a minimum, behavioral health care, mental performance, awareness training, resiliency training, peer support, stress debriefing, stress management and referral/navigation services.

17. RESPONSIBILITY OF CONTRACTOR

- 17.1. The Contractor shall perform the services with the standard of care, skill and diligence normally provided by a Contractor in the performance of services similar the services hereunder.
- 17.2. Notwithstanding any review, approval, acceptance or payment for the services by LSFD, the Contractor shall be responsible for the professional and technical accuracy of its work, design, drawings, specifications and other materials furnished by the Contractor under this Contract.
- 17.3. If the Contractor fails to perform the services, or any part of the services, in conformance with the standard set forth in subparagraph 17.1. above, it shall, if required by LSFD and/or members, perform at its own expense and without additional cost to LSFD and/or members, those services necessary for the correction of any deficiencies or damages resulting, in whole or in part, from the Contractor's failure. This obligation is in addition to and not in substitution for any other remedy available to LSFD and/or members under the "Remedies" paragraph, or otherwise available by law.

18. REMEDIES

- 18.1. Corrections of errors, defects and omissions. Contractor agrees to perform the work as may be necessary to correct errors, defects and omissions in the services required under this Contract, without undue delays and without cost to LSFD and/or members. The acceptance of the work set forth herein by LSFD and/or members shall not relieve the Contractor of the responsibility of subsequent corrections of such errors.
- 18.2. LSFD and/or members may deduct from and set-off against any amounts due and payable to the Contractor any back-charges, penalties or damages sustained by LSFD and/or members, their agents, employees of recipients of its services, by virtue of any breach of this Contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.
- 18.3. All rights and remedies of LSFD and/or members and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the LSFD and/or members by law.

19. SEVERABILITY/WAIVER

- 19.1. LSFD and/or members and Contractor agree that, if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision of this Contract.

20. SUBCONTRACTING OR ASSIGNMENT

- 20.1. The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and neither this Contract nor the services to be performed hereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of LSFD and/or members. LSFD and/or members have the right to withhold such consent for any reason LSFD and/or members deem appropriate.

21. SURVIVAL

- 21.1. The terms, conditions, representations and all warranties contained in this Contract shall survive the termination or expiration of this Contract.

22. TERMINATION

- 22.1. The LSFD and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rate or other equitable basis, determined by LSFD in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.
- 22.2. LSFD may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract.

23. TERMINATION OF CONTRACT FOR CONVENIENCE

- 23.1. The performance of work under this Contract may be terminated by LSFD and/or members, in whole or in part, upon written notice to the Contractor, when LSFD and/or members determines such termination is in the best interest of LSFD and/or members. The termination for convenience is effective on the date specified in LSFD's and/or members written notice. LSFD and/or members will pay for all reasonable costs allocable to the Contract for work or costs incurred by the Contractor up to the date of termination. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

24. TERMINATION OF MULTI-YEAR CONTRACT

24.1. If LSF and/or members fail to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either LSF 's and/or members rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and LSF and/or members from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non- recurring costs incurred but not amortized in the price of the Contract. LSF and/or members shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

25. TIME IS OF THE ESSENCE

25.1. Time is of the essence in Contractor's performance of each and every obligation and duty under this Contract.

26. WHOLE CONTRACT

26.1. This Contract constitutes the complete and exclusive statement of the Contract between the parties relevant to the purpose described herein and supersedes all prior agreements or proposals, oral or written, and all other communication between the parties relating to the subject matter of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year written below. If the dates written below do not coincide, the latest written date shall act as the effective date of this Agreement

Loveland-Symmes Fire Department

Signature: _____

Signature: _____

Print Name: _____

Print Name: Otto Huber

Title: _____

Title: Fire Chief

Date: _____

Date: _____