

REQUEST FOR Proposal
LOVELAND Symmes Fire Department

DATE: 11/13/2023

Project Name: **ANNUAL MEDICAL PHYSICAL EVALUATIONS**

NOTICE TO CONSULTANTS

The Loveland Symmes Fire Dept. (LSFD) is providing a Request for Proposal (RFP) from consultants for ANNUAL MEDICAL PHYSICAL EVALUATIONS.

Proposals must be sent via email to Deputy Fire Chief Bruce Hawk at bhawk@lsfd.org on or before 2:00 p.m. on Tuesday, November 21st, 2023.

The subject line must read RFP for ANNUAL MEDICAL PHYSICAL EVALUATIONS.

Further requirements are described in the "Proposal Submittal."

Proposals that have not been received by the deadline set forth above, as determined by the Finance Director, will not be considered. The LSFD is not responsible for delays occasioned by Postal Service, technology or the internal e-mail delivery system, or any other means of delivery employed by the contractor.

Questions concerning this Request for Proposal shall be directed to the LSFD's Project Manager Deputy Fire Chief Bruce Hawk at 513-583-3001.

The LSFD does not discriminate on the basis of race, color, national origin, sex, sexual orientation, religion, age, or disability in the provision of services. For disabled persons needing reasonable accommodations to attend or participate in a service, program, or activity related to this project, call (513-583-3001 or TDD # 513-677-7000 (hearing impaired only) as far in advance as possible.

I. OVERVIEW

A. Background

Loveland Symmes Fire Department (LSFD) was formed in March 1938 with the consolidation of the City of Loveland Fire Department and the Loveland Community Fire Dept. The City and the Symmes contract with the (LSFD) as a private not for profit Fire Department.

LSFD is working with neighboring Goshen Township Fire Department to provide a comprehensive medical and mental health evaluation program which will provide personnel with advanced health monitoring. The contract will be utilized jointly but managed by LSFD. The group has received a FEMA grant award to help cover the costs and as such there will be specific reporting and documentation required of the contractor as well as compliance with all FEMA specific rules and regulations.

II. SCOPE OF PROPOSAL

A. Scope of Work

LSFD desires to contract with a qualified firm to provide annual medical physicals to firefighters employed with LSFD and Goshen Township fire department. Physicals will need be performed at The Loveland Symmes Health and Wellness Clinic at 227 East Loveland Ave. Loveland, Ohio 45140.

RFP Objectives:

- To identify and contract with an experienced contractor to provide annual physicals in compliance with NFPA 1582 standards, at a minimum.
- Protect the health and safety of firefighters through early detection and prevention of health issues.
- Provide information and education to firefighters to improve their health and wellness.
- To utilize innovative approaches to ensure the smooth scheduling, service provision, and billing in compliance with FEMA related grant requirements.

This scope of work (SOW) specifies the products and services that LSFD expects to acquire from the successful Proposer as a result of this RFP. This SOW outlines minimum requirements for annual medical physicals. Proposal must detail the methodology for meeting all SOW items.

LSFD requires all services necessary to conduct annual medical physical evaluations for fire department candidates and members in strict accordance with the National Fire Protection Association (NFPA) 1582, Standard on Comprehensive Occupational Medical Program for Fire Departments (Most Current Edition).

B. Contractor Requirements

The contractor must meet all of the following requirements:

1. Contractor shall conduct annual medical physical evaluations for fire department candidates and members in strict accordance with the National Fire Protection Association (NFPA) 1582, Standard on Comprehensive Occupational Medical Program for Fire Departments.
2. Contractor's employees must all be Licensed in the state of Ohio and nationally certified medical providers who have extensive experience in occupational health relating to Fire, and/or Military setting; (must provide license numbers and CVs for principal providers prior to services provided).
3. Contractor shall provide an electronic health record and patient portal (that is fully functional at RFP submission. That will allow access to all physical and behavior health data for all employees throughout the contract period.
4. Contractor shall provide an administrative portal for department leadership that will allow them to see masked/aggregate data in real time as to the health and wellness of the department. A report summarizing the overall status of the department health information must be provided to leadership.

5. Contractor shall have the capacity to perform incumbent physical annually considering all current evidence-based data and consensus statements as it relates to firefighter health and wellness.
6. Contractor shall have experience with Worker's Compensation program to include certified and trained Designated Doctors on staff for first responder organizations.
7. Contractor must be able to administer a Cardiopulmonary Exercise Test (CPET) to all members.
8. Contractor shall ensure all ancillary studies to include plain film radiographs and ultrasounds are performed by state licensed radiology/ultrasound technicians.
all radiology and cardiology reports must be interpreted by board certified and fellowship trained physicians (must provide license numbers and CVs at RFP submission).
9. Contractor shall provide counsel to the participating departments regarding both the scientific issues and value judgments that are involved with organizational health decisions. This counsel will be based on both the experience of the contractor and the data generated by the physical assessments. This input will address, in plain language, the tradeoffs that might accompany a particular action or inaction.
10. Contractor shall provide a means of representing the data collected in such a way that it informs decision making at the individual, provider, and organization levels. The framework that presents this data should demonstrate a collection of quantitative techniques that include, but are not limited to, decision analysis, risk analysis, cost-benefit, and cost-effectiveness analysis, as well as parts of operations research and statistical inference. The framework must be able to support visual presentation of findings and analysis through an interactive data analytics dashboard that will aid the participating departments in understanding organizational health challenges and improving policies.
11. Contractor shall perform services onsite at The Loveland Symmes Health and Wellness clinic 227 East Loveland Ave. Loveland. Ohio 45140.
12. Annual Physical Evaluation.

Contractor must provide a comprehensive physical evaluation which includes the following components:

- a. **Physical Exam/Health Screening:** firefighters must receive a comprehensive annual medical evaluation that meets the standard

set forth in NFPA 1582 to include selected laboratory panels, behavior health and cancer screening (details below), as well as the recommendations in the Wellness Fitness Initiative, 4th edition. All participants must also be able to receive a confidential fitness assessment consisting of recommendations from NFPA 1583 and the WFI. Participants must also receive a coronary heart disease screening utilizing a CPET.

- b. **Cancer Screening:** firefighters must receive a cancer screening that provides testing to include specialized laboratory assays, radiographs, and non-invasive ultrasounds to look for malignancies of the thyroid, lungs, liver, gallbladder, pancreas, spleen, kidneys, colon, prostate, bladder, testicles, and ovaries. All firefighters regardless of findings must be provided hardcopy reports of all cancer screenings and must have access to an online digital library of the radiographic images of their screenings so that they can be shared with their personal healthcare providers if the firefighter chooses. All studies must be performed by state licensed ultrasonographers or radiology technologists. All images must be reviewed by state licensed and residency trained radiologists. These physicians must also author all reports and will confirm and/or validate all findings. Skin exam for abnormal/atypical nevi (moles) or other suspicious lesions that could be cancerous (non-melanoma or melanoma types) is critical.
- c. **Behavioral Health Screening:** firefighters must receive screenings designed to meet NFPA 1500 and are compliant with the Wellness Fitness Initiative. The program must include data collection on multiple pillars including depression, alcohol/substance use, sleep impairment, post-traumatic stress disorders, anxiety, social support, relationship satisfaction, resiliency, and coping strategies. Contractor must analyze data to provide education, engagement, consultation, and risk analysis. Department leaders must also receive aggregated reports as to the overall behavioral health and wellness of the firefighters.
- d. **Immunization Program:** Participants must receive disease screening and verification of immunization status in accordance with NFPA 1582 7.7.9 for Tuberculosis (QuantiFERON TB Gold), Hepatitis A, B, C, varicella, tetanus/diphtheria/pertussis, measles, mumps, and rubella. Participants must also be given the option to receive immunizations for diseases in which they are not immunized.

C. Anticipated Schedule

Issue RFP	10/20/2023
Deadline for questions on RFP to designated contact	10/27/2023
RFP Due	11/21/2023
Evaluation Process complete; successful Proposer selected	11/22/2023
Board Approval of Contract Award	11/24/2023

D. Subcontractors

Consultant will be responsible for identifying any subcontractors in their proposals. Please note that the LSFD will contract solely with the awarded Consultant; therefore, subcontractors will be the responsibility of the Consultant.

E. Proposal Format

Please limit the total length of your proposal to a maximum of twenty-five (25) double sided or fifty (50) single sided 8 ½ x 11” pages (excluding cover pages, table of contents, dividers, and Consultant Statement form). Font shall be a minimum of 11 Arial and margins are limited to no less than .5” for sides and top/bottom. Extended page sizes, such as 11” x 17”, count as a single page. Please, no embedded documents. Proposals that do not conform to these requirements may be rejected.

F. Laws and Regulations

The Consultant agrees to comply fully with all applicable local, State of Ohio and Federal laws and regulations and municipal ordinances.

G. Contract

The awarded Consultant(s) will be expected to sign the LSFD standard contract for professional services.

H. Invoicing and Payment

Invoices should be emailed monthly or on an otherwise mutually agreed upon schedule to finance@lsfd.org. The cost of the work completed shall be paid to the Consultant following the submittal of a correct invoice by the Consultant indicating the project name, Purchase Order number, allocation of area department/districts who are participating in this program and amount due.

Payments will be made using the prices listed on the agreed-to Price Schedule or as specified in each individual Work Order. In the event a service is requested which is not listed on the Price Schedule or defined in the individual Work Order, the Consultant and the LSFD will negotiate an appropriate unit price for the service prior to Consultant initiating such work.

The LSFD pays invoices on Net 30 terms.

III. PROPOSAL SUBMITTAL

For this section, Consultants are required to provide detailed written responses to the following items in the order outlined below. The responses shall be considered technical offers of what Consultants propose to provide and shall be incorporated in the contract award as deemed appropriate by the LSFDF. A proposal that does not include all the information required may be deemed non-responsive and subject to rejection.

Proposals must include all the items in the order listed below. It is suggested that the Consultants include each of the LSFDF's questions with their response immediately following the question.

The LSFDF shall not reimburse any firm for costs incurred in the preparation and presentation of their proposal.

Request for Proposals shall be submitted to the LSFDF's Project Manager Deputy Fire Chief Bruce Hawk at bhawk@lsfd.org.

- a. Cover Letter signed by officer authorized to contractually commit Proposer.
- b. Executive Summary should highlight the content of the qualification and features of the program offered, including a general description of the program and any unique aspects or benefits provided by your firm.
- c. Proposer shall furnish a complete name, mailing address, and telephone number.
- d. Qualification must designate individual(s), along with respective telephone numbers, responsible for answering technical and contractual questions with respect to qualification.
- e. Promotional or display materials shall be separated from RFP response and labeled.
- f. **Detailed statement of proposals**, addressing at a minimum:
 - i. Detailed description of Proposer's experience in providing physical exam services to fire service or other military/paramilitary organizations.
 - ii. Detailed description of experience with worker's compensation programs and challenges specifically.
 - iii. Detailed information on Proposer's philosophy, mission statement and operating procedures, including how

Proposer's operations will support the LSFD's principles listed in Sections 3.0 and 4.0.

- iv. Organizational chart.
 - v. Hours of operation and contact information for staff to assist with problem resolution.
 - vi. Location of base office and (if different) office address of individuals assigned to the Fire Dept account.
 - vii. List of principle provider's names, their license numbers, and CVs. (All must be Licensed in the state of Ohio and be nationally certified medical providers who have extensive experience in occupational health relating to Fire, and Military setting at the time of services provided);
 - viii. Detailed description of Proposer's business continuity, security, and disaster recovery plan/system; and
 - ix. Proposer's records retention policy detailing how and where records are stored, OR a statement indicating compliance with all requirements of the State of Ohio records retention schedules and policies as administered/managed by the Ohio State Library and Archives Commission
- g. **A minimum of three references** for clients similar in size and complexity to the LSFD – references must include name and address of client, point of contact, contact information (phone, fax, and email), dates of service, services provided, and reason for discontinuing service if the client is no longer current.
- h. **Detailed description of ability to meet all requirements of this RFP**, including at a minimum:
- i Detailed description of typical physical exam process, including information on how RFP requirements will be addressed, copies of sample reports and online access.
 - ii Description of how Proposer's process differs from and/or is superior to competing firms in their industry.
 - iii Detailed description of experience and expertise in providing services as detailed in this RFP.
- i. **Detailed qualification for providing services**, specifically:

- i. Detailed implementation plan and timeline necessary to begin providing services.
- ii. Summary (one page or less) of how proposed services are best suited of all available options to meet all The LSF D's requirements;

A. Consultant Information

- a. Describe the Consultant's business and background.
- b. Number of years in the business.
- c. Details about ownership.
- d. An overview of services offered and qualifications.
- e. Size of the firm.

B. Cost

In your response to this qualification, please provide the following:

1. Please detail your proposed fee structure and payment schedule.

C. Additional Information

Provide any information that distinguishes Consultant from its competition and any additional information applicable to this Proposal that might be valuable in assessing Consultant's qualification.

Explain any concerns Consultant may have in maintaining objectivity in recommending the best solution. All potential conflicts of interest must be disclosed.

Exceptions to the Scope of Services and LSF D Services Contract (a sample of which is attached in Section VI) shall be documented.

IV. REVIEW AND ASSESSMENT CRITERIA

A. . Qualification and Interview Criteria

Consultants will be evaluated on the following criteria. These criteria will be the basis for review and assessment of the written qualifications and optional interview session. At the discretion of the LSF D, interviews of the top-rated Consultants may be conducted.

The rating scale shall be from 1 to 5, with 1 being a poor rating, 3 being an average rating, and 5 being an outstanding rating.

WEIGHTING FACTOR	QUALIFICATION	STANDARD
3	Scope of Qualification	Does the qualification address all elements of the RFP? Does the qualification show an understanding of the project objectives, methodology to be used and results/outcomes required by the project? Are there any exceptions to the specifications, Scope of Work, or agreement?
3	Firm Capability & Assigned Personnel	Does the firm have the resources, financial strength, capacity, and support capabilities required to successfully complete the project on- time and in-budget? Has the firm successfully completed previous projects of this type and scope? Do the persons who will be working on the project have the necessary skills and qualifications? Are sufficient people of the requisite skills and qualifications assigned to the project?
1	Availability	Are other qualified personnel available to assist in meeting the project schedule if required? Does the Consultant's standard communication timeline ensure that the LSFD representative is adequately informed of progress throughout each assignment?
2	Cost	Do the proposed cost compare favorably with the Project Manager's estimate?

B. Reference Evaluation Criteria

Prior to award, the Project Manager will check references using the following criteria. Negative responses from references may impact the award determination.

CRITERIA	STANDARD QUESTIONS
Overall Performance	Would you hire this Consultant again? Did they show the skills required by this project?
Timetable	Was the original Scope of Work completed within the specified time? Were interim deadlines met in a timely manner?
Completeness	Was the Consultant responsive to client needs; did the Consultant anticipate problems? Were problems solved quickly and effectively?
Budget	Was the original Scope of Work completed within the project budget?
Job Knowledge	If a study, did it meet the Scope of Work? If Consultant administered a construction contract, was the project functional upon completion and did it operate properly? Were problems corrected quickly and effectively?

V. CONSULTANT STATEMENT

Consultant hereby acknowledges receipt of the Loveland Symmes Fire Dept. RFP and acknowledges that it has read and agrees to be fully bound by all of the terms, conditions and other provisions set forth in the RFP. Additionally, Consultant hereby makes the following representations to LSF D:

- a. All the statements and representations made in this qualification are true to the best of the Consultant's knowledge and belief.
- b. Consultant commits that it is able to meet the terms provided in this qualification.
- c. This qualification is a firm and binding offer, for a period of 90 days from the date hereof.
- d. Consultant further agrees that the method of award is acceptable.
- e. Consultant also agrees to complete the proposed Agreement with LSF D within 15 days of notice of award. If contract is not completed and signed within 15 days, the LSF D reserves the right to cancel and award to the next highest rated firm.
- f. Consultants acknowledge receipt of __ addenda.

Legal Firm Name:

Physical Address:

Remit to Address:

Phone:

Name of Authorized Agent of Firm:

Signature of Authorized Agent:

Primary Contact for Project:

Title:

Email Address:

Phone:

Cell Phone:

NOTE: CONSULTANT STATEMENT IS TO BE SIGNED & RETURNED WITH YOUR PROPOSAL.

VI. ANTICIPATED SCHEDULE

1.	Issue RFP	10/20/2023
2.	Deadline for questions on RFP to designated contact	10/27/2023
3.	RFP due	11/21/2023
4.	Evaluation process complete; successful Proposer selected	11/22/2023
5.	Board approval of Contract Award	11/24/2023

VII. STATEMENT OF QUALIFICATIONS ELEMENTS AND FORMAT

Qualified Consultants interested in the work described in this RFP should submit a minimum of the following information to the LSFD:

A. Cover Letter

A one-page cover letter addressed to Deputy Chief Hawk should be provided that expresses the contractor's interest in the Project and identifies the primary contact person for the contractor, including title, street/ mailing address, phone number, cell phone number and email address.

B. General Information

Please provide the name of the company, date established, state incorporated, office location(s), previous names the company has used in the last 10 years, geographical area(s) where most of the company's work occurs, key leadership and staff, and a general description of the company and its history.

C. Project Team

This section should describe the contractor's team for this Project. Please include, at a minimum, the proposed Project manager. Individual team members can fill more than one role. For these key Project team members, please include:

1. Role the individual will take on the Project
2. A description of the individual's background and experience, including any unique qualifications
3. Years of experience
4. Years of experience with the company
5. Experience with the proposed Project team

6. Expected availability and percentage of time that would be committed to this Project

D. Subcontractors

Based on the Project description, describe which, if any, portions of the work would likely be performed by subcontractors. This Project does not have a disadvantaged business enterprise (DBE) requirement. Please provide a list of typical subcontractors that the company might use for the components required by this Project. Since this Project has not yet been bid, the company will not be required to use these specific subcontractors, though selection of subcontractors will be subject to LSFDF approval.

E. Bonding Company

Provide the name, address and phone number of the company's bonding agent, if applicable. Provide a letter from the bonding agent indicating whether the company's bonding capacity is adequate to undertake this work.

F. Insurance Company

Provide the name, address, and phone number of the company's insurance agent(s). Provide a letter from the insurance company outlining coverage and policy limits and indicating the contractor's ability to obtain the required coverage. Please state whether there have been any claims within the past 5 years, and if so, what was the nature of those claims. Required insurance coverage is expected to be as follows:

- Comprehensive general liability: \$3,000,000.00 (LSFD listed as additional insured);
- Comprehensive automobile liability: \$1,000,000 (LSFD listed as additional insured); and
- Worker's compensation and employer's liability: statutory/\$500,000.

VIII. SELECTION PROCESS

The selection committee may consist of the following individuals:

Fire Chief Otto Huber
Fire Chief Ed Myers
Deputy Fire Chief Bruce Hawk
Assistant Fire Chief Tom Turner

The selection committee will also check references on companies that appear to meet the qualifications requirements listed in this RFP. At the least, a "Satisfactory" or "Unsatisfactory" rating will be given for each reference contacted.

SERVICES CONTRACT

This Services Contract ("Contract") is entered into this ____ day of _____, 20__ by and between the **Loveland Symmes Fire Dept.** ("LSFD") and **CONTRACTOR NAME**("Contractor").

Whereas the parties desire to contract with one another to complete the following project **SCOPE OF PROJECT**.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Services. The Contractor shall perform the services set forth in Exhibit A, attached hereto and incorporated herein by reference ("Services"). The Contractor represents that it has the authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Contract and all applicable laws. The LSFD reserves the right to remove any of the Services from Exhibit A upon written notice to the Contractor. In the event of any conflict between this Contract and Exhibit A, the provisions of this Contract shall prevail.

1. Price. The LSFD shall pay the Contractor a sum not to exceed \$[Click here to enter text](#). The LSFD shall make payment within thirty days of receipt and approval of monthly invoices, which shall identify the specific Services performed for which payment is requested.

2. Term. This Contract shall be effective from [Click here to enter a date](#) through [Click here to enter a date](#), or until terminated as provided herein. This Contract may be extended or renewed by written agreement of the Parties.

3. Non-Appropriation. All direct and indirect debts or financial obligations of the LSFD under this Contract shall be subject to annual appropriation of the funds necessary to meet such obligations. The LSFD shall have no obligation to continue this Contract in any fiscal year in which no such appropriation is made. This Contract shall terminate automatically upon such non-appropriation and neither Party shall have liability to the other Party.

4. Independent Contractor. The parties agree that the Contractor is an independent contractor and is not an employee of the LSFD. **The Contractor is not entitled to workers' compensation benefits from the LSFD and is obligated to pay federal and state income tax on any money earned pursuant to this Contract.**

5. Contractor certifies that [\[REDACTED\]](#) (*Must be inserted by Contractor*) is Contractor's correct Federal Taxpayer Identification Number. By signing this Contract, Contractor certifies that it assumes full responsibility for the payment of all contributions, payroll taxes, income taxes, withholdings and backup withholdings or assessments under federal, state, and local law. The LSFD will only provide Contractor with, and will file, an IRS Form 1099 in compliance with federal, state, and local law.

6. Insurance Requirements.

a. Policies. The Contractor and its subcontractors, if any, shall procure and keep in force during the duration of this Contract the following insurance policies and shall provide the LSFD with a certificate of insurance evidencing such insurance policies upon execution of this Contract:

(i) Comprehensive general liability insurance insuring the Contractor and naming the LSFD as an additional insured with minimum combined single limits of \$1,000,000 each occurrence and \$1,000,000 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests' provision.

(ii) Comprehensive automobile liability insurance insuring the Contractor and naming the LSFD as an additional insured against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by the Contractor which are used in connection with this Contract, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least \$1,000,000.

(iii) Professional liability insurance insuring the Contractor against any professional liability with a limit of at least \$1,000,000 per claim and annual aggregate. *(Note: this policy shall only be required if the Contractor is an architect, engineer, surveyor, appraiser, physician, attorney, accountant, or other licensed professional.)*

(iv) Workers' compensation insurance, unless exempt under state law from the requirement to carry workers' compensation insurance, and all other insurance required by any applicable law. *(Note: if under Ohio law the Contractor is not required to carry workers' compensation insurance, the Contractor shall execute a Certificate of Exemption and Waiver, attached hereto as Exhibit B and incorporated herein by reference.)*

b. Requirements. Required insurance policies shall be with companies qualified to do business in Ohio with a general policyholder's financial rating acceptable to the LSFD. Said policies shall not be cancelable or subject to reduction in coverage limits or other modification except after thirty days prior written notice to the LSFD. The Contractor shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal the Contractor changes to "occurrence," the Contractor shall carry a six-month tail. Comprehensive general and automobile policies shall be for the mutual and joint benefit and protection of the Contractor and the LSFD. Such policies shall provide that the LSFD, although named as an additional insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its directors, officers, employees, volunteers, and agents by reason of negligence of the

Contractor, its directors, officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the LSFD may carry.

7. Indemnification. The Contractor agrees to indemnify and hold harmless LSFD, its officers, employees, and agents from and against all liability, claims, and demands on account of any injury, loss, or damage arising out of or connected with the Services, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom the Contractor is responsible. The Contractor shall investigate, handle, respond to, and defend against any such liability, claims, and demands, and shall bear all other costs and expenses related thereto, including court costs and attorneys' fees. If the Contractor is providing architectural, engineering, design, or surveying services, the obligation to indemnify and pay costs, expenses, and attorneys' fees, is limited to the amount represented by the degree or percentage of negligence or fault attributable to the Contractor, or the Contractor's agents, representatives, employees, servants, subcontractors, or suppliers as determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Contractor and LSFD. The Contractor shall notify the City and provide a copy of any and all written claims or demands within two business days of receipt. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage to the extent caused by the act, omission, or other fault of LSFD. This paragraph shall survive the termination or expiration of this Contract.

8. Governmental Immunity Act. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the limitations on damages or any of the notices, requirements, immunities, rights, benefits, privileges, protections, or defenses provided to, or enjoyed by, the LSFD and its current or past directors, officers, employees and volunteers under the Ohio Governmental Immunity. or any other applicable federal or state constitutional, statutory, or common law.

9. Ohio Open Record Act. If you object to the disclosure of any information in your statement of work or Exhibit A, you must provide a detailed written statement containing a) The exact pages, paragraphs, or charts you believe should be withheld; b) the specific legal basis for that position. Please note that your objection will be considered but is not binding on the LSFD. The LSFD is required to make a determination under the Ohio Open Records Act and may only withhold documents that are confidential under the law.

10. Compliance with Applicable Laws.

a. Generally. The Contractor shall comply with all applicable federal, state, and local laws, including the resolutions, rules, and regulations of the LSFD. The Contractor shall solely be responsible for payment of all applicable taxes and for obtaining and keeping in force all applicable permits and approvals.

b. The Contractor hereby certifies that, as of the date of this Contract, it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that the Contractor will participate

11. Termination.

a. Without Cause. Either Party may terminate this Contract without cause upon thirty days prior written notice to the other Party. Subject to its right of non-appropriation, the LSFd shall pay the Contractor the undisputed amounts for Services satisfactorily performed as of the effective date of termination but shall not be liable to the Contractor for anticipated profits.

b. For Default. Each and every term and condition hereof shall be deemed to be a material element of this Contract. In the event either Party fails to perform according to the terms of this Contract, the non-defaulting Party shall provide written notice of such default to the defaulting Party. If the defaulting Party does not cure or make substantial efforts to cure said default within ten calendar days of written notice thereof, the non-defaulting Party, at its option, may terminate this Contract immediately or may elect to treat this Contract as being in full force and effect. If the non-defaulting Party elects to treat this Contract as being in full force and effect, such Party may bring an action for specific performance or damages or both. In the event of termination pursuant to this paragraph by the LSFd, and subject to its right of non-appropriation, the LSFd shall pay the Contractor undisputed amounts for Services satisfactorily performed as of the effective date of termination but shall not be liable to Contractor for anticipated profits. The Contractor shall not be relieved of liability to the LSFd for any damages sustained by the LSFd by virtue of any default under this Contract, and the LSFd may withhold payment to the Contractor for the purposes of setoff until such time as the exact amount of damages is determined.

12. Notices. Written notices shall be directed as follows and shall be deemed received when hand-delivered or emailed, or three days after being sent by certified mail, return receipt requested:

<u>To the LSFd:</u>	<u>To the Contractor:</u>
Name	Name
Loveland Symmes Fire Dept	Company
126 S Lebanon Road	Address
Loveland, Oh 45140	City, State Zip
Email: bhawk@lsfd.org	Email: email address

13. Special Provisions. None

14. Time of the Essence. Time is of the essence in performance of the Services and is a significant and material term of this Contract.

15. Miscellaneous. This Contract contains the entire agreement of the Parties relating to the subject matter hereof and there are no oral or collateral agreements or understandings of the Parties. This Contract may not be modified or amended except by written agreement of the Parties. Course of performance, no matter how long it continues, shall not affect an amendment to this Contract. In the event a court of competent jurisdiction holds any provision of this Contract invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Contract. Waiver of a breach of this Contract shall not operate or be construed as a waiver of any subsequent breach of this Contract. This Contract shall inure to the benefit of

and be binding upon the Parties and their legal representatives, successors, and permitted assigns. This Contract is not intended to, and shall not, confer rights on any person or entity not named as a party to this Contract. In any dispute arising from or relating to this Contract, the prevailing Party shall be awarded its reasonable attorneys' fees, costs, and expenses, including any attorneys' fees, costs and expenses incurred in collecting upon any judgment, order or award. The Contractor shall not assign this Contract without the LSFD's prior written consent. This Contract shall be governed by the laws of the State of Ohio and jurisdiction and venue shall be in the County of Hamilton State of Ohio This Contract may be executed in several counterparts and by facsimile or electronic pdf, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

Signed by the Parties on the date written above.

Loveland Symmes Fire Department Inc.

By: _____

Title: _____

ATTEST:

LSFD Secretary

Contractor

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____

_____.

(Insert name of individual signing on behalf of the Contractor)

Notary's official signature

S E A L

Commission expiration date

EXHIBIT A – SERVICES

Click here to enter text.

EXHIBIT B – CERTIFICATE OF EXEMPTION AND WAIVER

DIRECTIONS:

- ✓ If the Contractor is NOT required under Ohio law to carry workers' compensation insurance and DOES NOT carry it, this exhibit MUST be completed and attached to the Contract.
- ✓ If the Contractor IS required under Ohio law to carry workers' compensation insurance, this exhibit IS NOT REQUIRED and may be discarded.

The Contractor certifies to the LSFD that it is not required to carry workers' compensation insurance under the Ohio Workers' Compensation Act. The Contractor acknowledges that it will be engaging in activities that may expose it to risk of bodily injury. The Contractor affirms that it is physically capable of performing the activities and that all necessary precautions to prevent injury to the Contractor and others will be taken. The Contractor shall not hold the LSFD liable for any injuries that may arise during or resulting from the work performed under the Contract, and the Contractor shall defend, indemnify, and hold harmless the LSFD from all such claims.

Contractor

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__
by _____.

(Insert name of individual signing on behalf of the Contractor)

Notary's official signature

S E A L

Commission expiration date

EXHIBIT C – AFFIDAVIT

DIRECTIONS:

- ✓ If the Contractor is an individual, this exhibit **MUST** be completed and attached to the Contract. A copy of a valid form of identification **MUST** be attached.

- ✓ If the Contractor is a corporation, partnership, or other legally created entity, this exhibit **IS NOT REQUIRED** and may be discarded.

I swear or affirm under penalty of perjury under the laws of the State of Ohio that.
(check **one**):

- I am a United States citizen.**
(Valid I.D. must be provided)
- or**
- I am a legal permanent resident of the United States.**
(Alien registration number and valid I.D. must be provided)
- or**
- I am lawfully present in the United States pursuant to federal law.**
(Alien registration number and valid I.D. must be provided)

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Ohio as perjury in the second degree and that it shall constitute a separate criminal offense each time a public benefit is fraudulently received. If I checked the second or third option above, I understand that my lawful presence in the United States will be verified through the Federal Systematic Alien Verification of Entitlement Program (SAVE Program).

Signature

C.R.S. 24-76.5-103

Date

Rev. 3-29-2018

Internal Use Only – Valid Forms of Identification

- Current Ohio driver's license, minor driver's license, probationary driver's license, commercial driver's license, restricted driver's license, or instruction permit. **
- Current Ohio identification card. **
- U.S. military card or dependent identification card.
- U.S. Coast Guard Merchant Mariner card.
- Native American tribal document.
- Original birth certificate from any state of the U.S.
- Certificate verifying naturalized status by U.S. with photo and raised seal.
- Certificate verifying U.S. citizenship by U.S. government (e.g., U.S. passport).
- Order of adoption by a U.S. court with seal of certification.
- Valid driver's license from any state of the U.S. or the District of Columbia excluding IL, UT, and WA.
- Valid immigration documents demonstrating lawful presence (e.g., current foreign passport with current I-551 stamp or visa, current foreign passport with I-94, I-94 with asylum status, unexpired Resident Alien card, Permanent Resident card or Employment Authorization card).

** Note: An Ohio driver's license or ID card with a black flag that indicates "not valid for federal identification, voting or public benefit purposes" requires additional verification.

Note: If an individual has identification (excluding driver's licenses) not included on this list, contact the Administration Deputy Chief. Also, a waiver may be available where no identification exists or can be obtained due to a medical condition, homelessness, or insufficient documentation to receive an Ohio driver's license or identification card.