



NORTHWEST FIRE DISTRICT NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP Number: 25-04-C29 Title: **Occupational Health Services**

DUE IN: THURSDAY, OCTOBER 3, 2024 AT 11:00 A.M. AZ TIME

OPENING: SAME DAY AT 11:00 A.M. AZ TIME

Submit Proposal to:

Northwest Fire District Administration
13535 N. Marana Main St.
Marana, AZ 85653

Pre-Proposal Conference: THURSDAY, SEPTEMBER 19, 2024 at 11:00 A.M. AZ TIME

Northwest Fire District Administration
13535 N. Marana Main St.
Marana, AZ 85653

This solicitation may be obtained from our website at: <https://nwfdaz.gov/notices/purchasing> Any interested offerors without internet access may obtain a copy of this solicitation by calling (520) 887-1010, or a copy may be picked up during regular business hours at the Northwest Fire District Administration, 13535 N. Marana Main St., Marana, Arizona 85653. If you experience any problems receiving this Request for Proposals, please call (520) 887-1010.

If you do not wish to bid on this solicitation, please provide written notification of your decision. Failure to respond could result in deletion of your name from the District's vendor listing. This form may be returned to the address above, or faxed to (520) 887-1034. A "No Bid" will be considered a response. Returning this form only does not fulfill bid requirements unless responding with a "No Bid" as shown below.

E-mailed, faxed and verbal offers are not acceptable.

CHECK APPROPRIATE BOX:

- ☐ **I am submitting a "No Bid" at this time.**
Please keep my name on the District's Bidder's List.
- ☐ **I cannot provide services of this nature.**
Please remove my name from this category. I will submit a revised Vendor Registration Form
A copy of the Vendor Registration Form is at <https://nwfdaz.gov/notices/purchasing>
- ☐ **I no longer wish to do business with Northwest Fire District.**
Please remove my name from the District's Bidder's List.
- ☐ **I am no longer in the business to provide these services.**
Please remove my name from the District's Bidder's List.

Name of Company

Date Signed

Authorized Signature/Local Representative

Telephone/Fax Number

Type Name and Position Held with Company

Mailing Address

City

State

Zip

RFP Notice to be mailed: 08/28/2024



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SOLICITATION: Northwest Fire District is soliciting proposals from Offerors qualified, responsible and willing to provide the following Goods and/or Services in compliance with all solicitation specifications and requirements contained or referenced herein.

GENERAL DESCRIPTION: To provide the Northwest Fire District with Occupational Health Services per specifications called for herein.

Prospective Offerors may pick up a copy of the RFP packet, Monday through Friday, 8 am to 5 pm MST, at the address listed above.

A Pre-Proposal Conference will be held for the purpose of clarifying requirements and answering prospective offeror questions. It is the responsibility of prospective offeror to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. Attendance is optional and encouraged.

Proposals must be submitted as defined in the I. Instructions to Offerors, in accordance with the Standard Terms and Conditions, and Special Terms and Conditions. Failure to do so may be cause for rejection as *non-responsive*.

Offerors must complete and return all documents required in the section titled "PROPOSAL SUBMITTAL".

Proposals may not be withdrawn for 60 days after opening.

OFFERORS ARE REQUIRED TO READ THE ENTIRE SOLICITATION INCLUDING ALL REFERENCED DOCUMENTS, ASSURE THEY CAN AND ARE WILLING TO COMPLY, AND INCORPORATE ALL ASSOCIATED COSTS IN THEIR PROPOSALS.

THIS PROPOSAL IS OFFERED BY:

Firm/Person _____

Address _____

City _____ **State** _____ **Zip** _____

Phone Number _____

Signature _____

Title _____

Publish: Daily Territorial: 08/29/24, 08/30/24, 09/03/24, and 09/04/24

I. INSTRUCTIONS TO OFFERORS

1. SUBMISSION OF PROPOSALS

Offerors shall submit one (1) original and five (5) copies of all proposal documents. Please send an electronic copy, in Word, Excel and/or PDF format, on a flash drive or CD-R. The submittal shall include all information requested by the solicitation and utilize, without modification, the forms provided by the solicitation. No substitute document for the forms will be accepted. In case of discrepancy between hard copies of the proposal and the electronic copy of the proposal submitted, the hard copy shall govern.

Telephoned, emailed, or faxed proposals are not acceptable.

Proposals must be received and time stamped at the location on or before the time and date as defined by the *Request for Proposals*. Late proposals will not be accepted and will be returned unopened.

Proposals must be signed by an authorized agent of the offeror and submitted in a sealed envelope marked or labeled with the offeror firm name, solicitation number, title, solicitation due date and time, to the location and not later than the time/date specified by the *Request for Proposals*. Proposals must be submitted in a sealed envelope/container and have “RFP 25-04-C29” written on the front.

Electronic proposals may also be submitted on PublicPurchase.com and not later than the time/date specified by the *Request for Proposals*.

Proposals and modifications received after the closing time specified will not be accepted.

Failure to comply with the solicitation requirements may be cause for the offeror’s proposal to be rejected as *non-responsive*.

2. PREPARATION OF RESPONSES

All proposals shall be made using the forms provided in this package. All prices and notations must be printed in ink or typewritten. **No erasures are permitted.** Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and shall be initialed in ink by person signing the proposal. Typewritten responses are **preferred**.

All proposals shall, as appropriate, indicate the registered trade name, stock number, and packaging of the items included in the proposal.

3. PRICE BID & CERTIFICATION

Offerors shall complete and submit the price bid and certification documents utilizing the forms provided in this RFP. Requested information and data shall be provided in the precise manner requested. Failure to comply may cause the proposal to be improperly evaluated or deemed non-responsive.

The certification document must be completed and signed by an authorized representative certifying that the firm can and is willing to meet all requirements of the solicitation. Failure to do so may be cause to reject the proposal as non-responsive.

All unit prices shall remain firm for the initial term of the executed agreement, with the exception that should offeror during the term of the agreement offer to another buyer pricing for like or similar services more favorable than those given to District, that offeror shall offer same pricing to the District, effective the date effective to other buyer.

4. GENERAL SPECIFICATIONS & DEVIATIONS

The specifications included in this solicitation are intended to identify the kind and quality of services to be provided without being unnecessarily restrictive, and as required to provide the information needed for the development of consistent and comprehensive proposals.

5. COMPLIANCE WITH AGREEMENT

Northwest Fire District will execute an agreement with the successful offeror by issue of a purchase order or contract.

The offeror agrees to establish, monitor, and manage an effective administration process that assures compliance with all requirements of the agreement. In particular, the offeror agrees that they shall not provide services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by amendment or change order properly executed by the District.

6. INQUIRIES

Results of this procurement will not be given in response to telephone inquiries. Interested parties are invited to attend the public opening at the time and date stated in this solicitation. A tabulation of submittals will be on file at Administration.

No oral interpretations or clarifications will be made to any offeror as to the meaning of any of the solicitation documents.

If a prospective offeror believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the offeror shall notify the Northwest Fire District in writing identifying the issue with suggested solution prior to the closing time set for receipt of the solicitation proposal. Responses from Northwest Fire District will be made by written addendum and sent to all known potential offerors. Issues identified less than 8 days prior to the solicitation opening date may not be answered.

7. CONFLICTING INSTRUCTIONS

In the event there are variations or conflicts between these instructions and the special terms and conditions, the special terms and conditions shall govern.

END OF INSTRUCTIONS TO OFFERORS

II. STANDARD TERMS AND CONDITIONS

1. PROPOSAL OPENING:

Proposals will be publicly opened and offeror names will be read on the date and at the location defined in the *Request for Proposals*. No other information contained in the proposals will be disclosed at the opening. All interested parties are invited to attend.

2. PROPOSAL EVALUATION:

Proposals shall be evaluated to determine which response is most advantageous to the District considering price, conformity to the specifications and other factors.

The District reserves the following rights: 1) to waive informalities in the proposal or proposal procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with Northwest Fire District or who have engaged in conduct that constitutes a cause for debarment or suspension; 3) to reject any and all responses; 4) to re-advertise for proposals previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award the purchase order or contract on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and offeror's ability to supply; 7) to increase or decrease the quantity herein specified.

3. AWARD NOTICES:

An award notice will be issued by the district following award by the Northwest Fire District Governing Board. A tabulation of responses will be maintained at the Purchasing Department.

4. AWARD:

Awards shall be made by the Fire District Governing Board in accordance with the Northwest Fire District policies. The District reserves the right to reject any or all bids, or to waive irregularities and informalities if it is deemed in the best interest of the District. Resulting agreements are not exclusive, are for the sole convenience of Northwest Fire District, and the District reserves the right to obtain like services from other sources.

In the event that the resulting agreement is terminated for any reason during the initial term of the contract, Northwest Fire District reserves the right to award to an alternate offeror if deemed in the best interest of the District. A fully executed purchase order or contract mailed, or otherwise furnished, to the selected offeror will result in a binding contract without further action by either party.

5. FORM OF CONTRACT:

It shall be understood by the offeror and the District that the proposal received is a signed agreement to perform all services, including labor (if any), as stipulated in the documents, upon the award of the proposal. The District may issue a numbered purchase order which will serve as an additional Contractual Agreement with the successful offeror.

The two (2) documents (the original bid response bearing the signature of the offeror and the District's signed purchase order) become the forms of Contractual Agreement, agreeing to the performance of all conditions set forth in the solicitation, the standard conditions and special instructions and conditions, including any addenda issued by the solicitation.

If a firm submitting a proposal requires that an additional contract be signed by the District, a copy of the proposed contract must be included with the proposal. Proposed offeror contract documents will be reviewed by the District. A bidder's contract document shall not become part of the purchase contract unless and until it is signed by an authorized representative of the District. The District's contract documents shall govern in event of conflict with the terms of a bidder's contract. No contract exists on the part of the District until a written purchase order is issued. A signed and executed Offer and Acceptance will be considered sufficient notice of acceptance of contract. The Contract may be modified only through a written Contract Amendment agreed to and signed by both parties.

6. WAIVER:

Each offeror, by submission of a proposal, proclaims, agrees, and does waive any and all claims for damages against Northwest Fire District, including its officers and employees, when any of the rights reserved by Northwest Fire District may be exercised.

II. STANDARD TERMS AND CONDITIONS (CONT.)

7. INTERPRETATION; APPLICABLE LAW:

The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. If any of offeror terms or conditions are not in agreement with Northwest Fire District's terms and conditions as set forth herein, Northwest Fire District's shall govern. This Agreement incorporates the complete agreement of the parties with respect to the subject matter of this Agreement. No oral agreement or other understanding shall in any way modify these terms and conditions.

8. PRICE ESCALATION:

In the event that changes in economic conditions are such that Supplier requires price increases for subsequent renewals of the agreement, the offeror shall submit to the District a unit price escalation request with supporting documents justifying the requested increase not later than 90 days prior to the termination date of the current agreement. The request shall cite sources, specific conditions and in detail how they affect the cost of agreement items and include a listing of those efforts taken to control and reduce costs. The District will review the request and determine if it is in the best interest of the District to extend the agreement.

9. DELIVERY:

On-time delivery of services is an essential part of the consideration to be received by Northwest Fire District.

All delivery will be made prior to the expiration date of the agreement. Delivery made after the expiration date of the agreement will be at Offeror's sole risk, and invoices for delivery made after the expiration date of the agreement will be rejected.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price Bid document.

Offeror will not be held responsible for unforeseen delays caused by fires, strikes, acts of god, or other causes beyond Offeror's control, provided that Contractor provided prompt notice of delay as soon as Offeror had knowledge of said delay.

10. PAYMENT TERMS:

Payment terms are net 30, unless otherwise specified by the solicitation documents.

11. ACCEPTANCE:

Northwest Fire District will not execute an acceptance or authorize payment of any equipment or component prior to delivery and verification that all the specifications have been met.

12. RIGHTS AND REMEDIES OF NORTHWEST FIRE DISTRICT FOR DEFAULT:

In the event the offeror shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of Northwest Fire District to purchase in the open market and invoke the reimbursement condition above shall apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the contract or purchase order, either in whole or in part, by reason of the default or breach by the offeror, any loss or damage sustained by Northwest Fire District in procuring any items which the offeror agreed to supply shall be borne and paid for by the offeror. The rights and remedies of Northwest Fire District provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

13. FULL AND COMPLETE PERFORMANCE:

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the blanket contract, purchase order or contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

14. GRATUITIES:

Offeror shall not give, offer to give, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. The District may cancel this contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by contractor or any agent or representative of contractor, to any employee of the District with a view toward securing a contract or with respect to the performance of this contract.

II. STANDARD TERMS AND CONDITIONS (CONT.)

15. FRAUD AND COLLUSION:

Each offeror, by submission of a proposal, proclaims and agrees that no officer or employee of Northwest Fire District or of any subdivision thereof has: 1) aided or assisted the offeror in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other offeror; 2) favored one offeror over another by giving or withholding information or by willfully misleading the offeror in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) knowingly accepted materials or supplies of a quality inferior to those called for by any contract; 4) any direct or indirect financial interest in the proposal. Additionally, during the conduct of business with Northwest Fire District the offeror will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed. If at any time it shall be found that the person or entity to whom a contract has been awarded has, in presenting any proposal, or proposals, colluded with any other party or parties for the purpose of preventing any other proposal being made, then the contract so awarded shall be terminated and that person or entity shall be liable for all damages sustained by Northwest Fire District.

16. OTHER PARTICIPATING GOVERNMENTAL ENTITIES:

Northwest Fire District has entered into cooperative purchasing agreements with other agencies in order to conserve resources, reduce procurement costs and improve the timely acquisition and cost of supplies, equipment and services. The Offeror, to whom a contract or purchase order is awarded, may be requested by other parties to extend to them the right to purchase services provided by the Offeror under this contract, pursuant to the terms and conditions stated herein.

17. PATENT INDEMNITY:

Offeror shall hold Northwest Fire District, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.

18. UNFAIR COMPETITION AND OTHER LAWS:

Responses shall be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable District, State, and Federal laws and regulations.

19. CONFLICT OF INTEREST:

All agreements are subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all resultant contracts or purchase orders as if set forth in full herein.

20. NON-DISCRIMINATION:

Offeror shall not discriminate against any District employee, client or individual in any way because of the person's age, race, creed, color, religion, sex, disability or national origin in the course of performing the offeror's duties pursuant to any contract or purchase order issued as a result of this solicitation. Offeror shall comply with executive order 75-5, as amended by executive order 2009-09, which is incorporated into this solicitation by reference as if set forth in full herein.

21. NON-APPROPRIATION OF FUNDS:

This agreement may be canceled at the end of each fiscal year (June 30) if for any reason the Northwest Fire District Governing Board does not appropriate funds for the stated purpose of maintaining any agreement. In the event of such cancellation, Northwest Fire District shall have no further obligation, other than for services or goods that have already been received.

22. PUBLIC INFORMATION:

Pursuant to A.R.S. § 39-121.01 et seq., all information submitted in response to this solicitation, including, but not limited to, pricing, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

23. AMERICANS WITH DISABILITIES ACT:

Offeror shall comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

II. STANDARD TERMS AND CONDITIONS (CONT.)

24. FEDERAL IMMIGRATION LAW COMPLIANCE:

As mandated by Arizona Revised Statutes § 41-4401, the District is prohibited after September 30, 2008, from awarding a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A). The District must also ensure that every contractor and subcontractor complies with federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). Therefore, in signing or performing any contract for the District, the Contractor fully understands that:

- A. It warrants that both it and any subcontractors it may use comply with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A);
- B. A breach of the warranty described in subsection A, shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract; and
- C. The District or its designee retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Contract to ensure that the contractor or subcontractor is complying with the warranty under subsection A.

25. TERRORISM COUNTRY DIVESTMENTS:

By entering the contract, Contractor warrants compliance in accordance with A.R.S. 35-392, and hereby certifies that the Contractor is not in violation of the Export Administration Act and is not on the Excluded Parties List.

26. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award.

27. NON-EXCLUSIVE:

Agreements resulting from this solicitation are non-exclusive and are for the sole convenience of Northwest Fire District which reserves the right to obtain like services from other sources for any reason.

28. TERMINATION:

District reserves the right to terminate any contract, purchase order, or award, in whole or in part at anytime, when in the best interests of the District, without penalty or recourse. Upon receipt of written notice, contractor shall immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to the District. In the event of termination under this paragraph, all documents, data, and reports prepared by the contractor under the contract shall become the property of and be promptly delivered to the District. The contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 shall apply.

29. CANCELLATION FOR NON-PERFORMANCE OR CONTRACTOR DEFICIENCY:

The District reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. The District may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract
- Providing work and/or material that was not awarded under the contract
- Failing to adequately perform the services set forth in the scope of work and specifications
- Failing to complete required work or furnish required materials within a reasonable amount of time
- Failing to make progress in performance of the contract and/or giving the District reason to believe that contractor will not or cannot perform the requirements of the contract
- Performing work or providing services under the contract prior to receiving a District purchase order for such work

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to the District. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the District on demand.

30. CONFLICTS:

In the event there are inconsistencies between the agreement documents, following is the order of precedence (superior to subordinate); contract or purchase order; special terms and conditions, standard terms and conditions, instructions to offerors, request for proposals.

II. STANDARD TERMS AND CONDITIONS (CONT.)

31. COOPERATIVE USE OF RESULTING CONTRACT OR PURCHASE ORDER:

As allowed by law, the District has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by the District. The Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the District contract. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the District agreement and are required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting agreement. Any such usage shall be in accordance with State, District and other Public Agency procurement rules, regulations and requirements and shall be transacted by contract or purchase order between the requesting party and Contractor. Contractor shall hold harmless the District, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use.

END OF STANDARD TERMS AND CONDITIONS

III. SPECIAL TERMS AND CONDITIONS

1. PURPOSE AND BACKGROUND:

The Northwest Fire District is soliciting proposals for occupational health services and treatment of industrial injuries for District employees. This document constitutes a Request for Proposals (RFP) from qualified individuals, firms or organizations to provide medical services as described herein. The purpose of this solicitation is to conduct a competitive process, in accordance with Arizona Revised Statutes (ARS) 41-2501 et seq., to create a contract(s) from which the Eligible Agencies may acquire these services.

The Northwest Fire District (NWFD) has approximately 300 regular full-time employees, 230 of which are uniformed fire personnel engaging in hazardous duty. Occupational health services are related to on-the-job and off-the-job injuries to determine fit for duty and the ability to return to duty with or without restrictions. In the evaluation of injuries related to uniformed fire personnel are to be performed in accordance with NFPA 1582 (most current version including any Tentative Interim Amendments) (TIAs) and Essential Job Functions. Northwest Fire District provides fire, emergency medical services (EMS), and special operations across approximately 156 square miles and to a population of approximately 136,000 residents. Additionally, the District has support divisions for fleet, facilities, warehouse, several administrative support areas, and fire prevention to include fire investigations. The required services and performance conditions are described in the following Scope of Services.

The District is seeking occupational health services for all personnel.

Multiple Awards:

To provide adequate contract coverage, at the District's sole discretion, multiple awards may be made.

SCOPE OF SERVICES

I. ALL DISTRICT EMPLOYEES

The following are requirements for all District employees. Additional requirements for Northwest Fire suppression personnel are listed within the scope of services

- A. Contractor must have a Board-Certified Occupational Medicine physician on staff in Arizona.
- B. Contractor must be located in Pima County, Arizona.
- C. Medical services for all District employees are to be performed in accordance with professional medical standards by a duly licensed physician with the exception of routine components of an examination which may be performed by qualified support personnel under the supervision of a licensed physician. Services may also be provided by a licensed and certified Nurse Practitioners and/or Physician's assistant under the supervision of a licensed Physician and in consultation with the medical director/assigned licensed physician on staff at each location.
- D. Contractor must verify photographic identification of all employees/candidates prior to rendering services.
- E. Contractor must date and time stamp all employees in and out.
- F. Contractor must provide the designated District Group Contract Representative with the preliminary results of the examination on the same day, and no later than the next business day with the exception of other specified examinations requiring additional time.
- G. Results of examinations and/or testing shall be provided to the designated District Group Contract Representative within three (3) business days from date of examination or test.
- H. When a work status is required for the type of services rendered, Contractor must always address the work status, and/or recommendations in the following manner:
 1. Employee can perform the essential functions of the position without restriction.
 2. Employee can perform the essential functions of the position with restriction(s). Restrictions must be specified, including whether they are permanent or not, if known.

3. Employee cannot perform the essential functions of the position.
4. In cases where a determination cannot be made on the same day of the examination/evaluation because additional information is required from the employee's personal health care provider, the designated District Group Contract Representative and the employee will be provided with a work status that will address the employee's ability to safely and effectively perform job duties to include the operation of equipment and will remain in effect until the additional information required or requested is received and reviewed by the Contractor at which time a final recommendation must be made to the District. Examples shall be "off work – pending review," or "restricted duty – pending review."
- I. Contractor must provide the work, status and/or recommendations on a form approved by the District. The form must be provided to the employee upon completion of the examination before the employee leaves the premises. The form must also be provided to the designated District Group Contract Representative on the same day of the examination in a method agreed upon by the District and the Contractor.
- J. Contractor must complete the Clinician's Return to Unrestricted Duty Form for Fire Departments (NFPA 15 Essential Functions) form created and approved by the District
- K. Contractor must maintain permanent files on each employee/candidate examined, which may include, but are not limited to: Health History Questionnaire, Report of Medical Examination, Laboratory Records, X-Rays and other related documentation as per the Arizona Retention Schedule.
- L. Contractor must maintain an operational capability that will, under normal circumstances, provide for the scheduling of examinations within three (3) working days from date of request.
- M. Contractor must assist the District in developing and reviewing applicable tests for job classifications as requested by the District.
- N. Contractor agrees to provide research and consultative services to the District when required. For example, the District may require information relating to the relative toxicity of certain chemicals, on work procedures used by the District employees, or reasonable work accommodations. However, the District does not expect this advice to take the place of an independent Certified Industrial Hygienist. Contractor agrees to the first 16 hours of consultative services to be provided at no charge/cost.

II. RETURN TO WORK EXAMINATIONS

Employees who meet the criteria defined in the District's Policies and Procedures may be required to have a return-to-work evaluation. Contractor will evaluate the employee's ability to return to work in their assigned position.

- A. When the Contractor requires medical information from the employee's health care provider to make the determination of work status, it is the Contractor's responsibility to obtain a signed release of medical records from the employee and obtain the information telephonically from their health care provider or provide the employee with a written request for pertinent medical information needed to complete the evaluation.
- B. If the Contractor needs additional information on the employee's assigned position to complete the evaluation, Contractor will obtain the job description from Human Resource Services.
- C. Diagnostic testing or medical treatment of the condition **will not** be performed by the Contractor to determine the work status of the employee.
- D. Determination of the employee's ability to return to work in their assigned position will be provided as described in Section I, subsections G and H.
- E. The work status and NFPA 15 Essential Functions form (if applicable) must be provided to the employee upon completion of the examination, before the employee leaves, and to the designated District Group Contract Representative.

III. WORK STATUS VERIFICATION EXAMINATIONS

Employees who request light duty may be required to have a work status verification evaluation.

- A. Contractor will evaluate the employee, along with any applicable information from their health care provider, to make the determination of their work status.

- B. If the physician needs additional information on the employee's assigned position in order to complete the evaluation, Contractor will obtain the job description from Human Resource Services
- C. Diagnostic testing or medical treatment of the condition **will not** be performed by the Contractor to determine the work status of the employee.
- D. The work status recommendations will be provided as described in Section I, subsections G and H
- E. The work status and NFPA 15 Essential Functions form (if applicable) must be provided to the employee upon completion of the examination, before the employee leaves, and also to the District and the Group Contract Representative.
- F. For non-work injury related evaluations, Contractor will not forward a report containing the employee's condition or diagnosis but will keep that information in their permanent records.

IV. DISTRICT PHYSICIAN MEDICATION CLEARANCE EXAMINATION

Employees may be required to have a medication clearance examination for prescription and/or non-prescription medications as described in NFPA 1582. In some cases, these evaluations may be telephonic; however, in the event additional evaluation is necessary, Contractor will work with the designated District Group Contract Representative to arrange a medical examination.

- A. The District will provide the Contractor with contact information and a job description for the employee. The form must be signed and dated by the physician and returned to the designated District Group Contract Representative on the same day of the evaluation in a method agreed upon by the District and the Contractor.
- B. The Contractor will call the employee for the telephonic evaluation on the same day of the request. The physician will complete the District form which requires at a minimum preliminary results and recommendations as described in Section I, subsections G and H.
- C. The contractor will then provide the form to the District on the same day of the evaluation in a method agreed upon by the District and the Contractor.

V. REPORTING AND CONTRACTORS' RESPONSIBILITIES

- A. NWFD and the contractor shall maintain complete and accurate records on each District employee seen by the contractor. A "Fit for Duty" certificate will be provided to Human Resource Services for each employee evaluated by the contractor. Both parties shall comply with HIPPA.
- B. Provide NWFD with written medical clearance for each individual to perform emergency response service duties of their position and if a firefighter must be in compliance with the most recent NFPA 1582.
- C. Provide NWFD with written respiratory protection clearance for each individual to wear positive and negative pressure respiratory protection in compliance with OSHA respiratory protection standard, 29 CFR 1910.134.
- D. Provide NWFD with a Medical Examiner's Certificate (DOT Certification) for each Fleet mechanic employee who must be in compliance with United States Dept. of Transportation 49 CFR 391.41-391.49.

VI. FITNESS FOR DUTY EXAMINATIONS

Contractor will perform Fitness for Duty examinations only at the District's request. Fitness for Duty examinations will be pre-scheduled by Human Resource Services only and are limited to job related factors consistent with the assigned position of the employee. The purpose of a Fit for Duty is to determine if an employee can perform the essential duties of the job in a safe, secure, productive and effective manner, either with or without reasonable accommodations.

- A. The District may provide the contractor with: a cover letter, copy of the job description, and documented concerns of the employee's ability to perform in their assigned position if duties are outside of 1582 requirements, and any job specific questions to address.
- B. The Contractor is responsible determining what additional information is needed in order to complete the examination. When the Contractor requires medical information from the employee's health care provider, it is the Contractor's responsibility to obtain a signed release of medical records from the employee and obtain the

information telephonically from the provider or provide the employee with a written request for pertinent medical information needed to complete the evaluation.

- C. The Contractor's recommendations will be provided as described in Section I, subsections G and H.
- D. In cases where a determination cannot be made on the same day of the appointment, the designated District Group Contract Representative and employee will be provided with a "pending review" work status such as "off work – pending review," or "restricted duty – pending review." This work status will address the employee's safe ability to remain in the workplace and will remain in effect until the additional information needed is received by the Contractor.
- E. Fitness for Duty examinations completed in one visit does not require a narrative report.
- F. Fitness for Duty examinations requiring additional information from the employee and/or their health care provider(s) require a typed narrative report indicating the reason for the delay/"pending review" status. i.e. pending review status, but detailed medical information shall not be included in the report provided to the Occupational Health and Leaves group.
- G. The report must be provided to the designated District Group Contract Representative within three (3) business days in a method agreed upon by the District and the Contractor.
- H. Diagnostic testing or medical treatment of the condition **will not** be performed by the Contractor to determine the employee's fitness for duty.

VII. DRUG AND ALCOHOL TESTING

Drug and alcohol testing may be required for:

- Pre-Employment
 - Reasonable Suspicion
 - Post-Accident
 - Random
 - Return to Duty
 - Follow Up
- A. All drug and alcohol testing require authorization from the designated District Group Contract Representative.
 - B. Breath Alcohol Testing shall be performed using machines approved and calibrated by the appropriate regulatory body, by certified technicians. Calibration reports and technician certifications must be made available to the District upon request.
 - C. Contractor is responsible for notifying the attending supervisor/escort when the test is complete prior to dismissing the employee.
 - D. In the event an employee leaves the facility prior to completion of the test, Contractor must notify the designated District Group Contract Representative in a method agreed upon by the District and the Contractor.
 - E. Contractor will provide Medical Review Officer "MRO" services as required under the Federal Motor Carrier Safety Administration Regulations for CDL operators and safety sensitive positions.
 - F. All Non-DOT drug and alcohol testing will be conducted utilizing Non-federal/Non-USDOT custody and control forms (CCFs) and alcohol testing forms (ATFs). In the event a collector uses a non-Federal form or expired Federal form for the drug test, the flaw may be corrected by providing a signed memorandum for the record (MFR) stating the incorrect form contains all the information needed for a valid DOT drug test, and that the incorrect form was used inadvertently or as the only means of conducting a test, in circumstances beyond the collector's control. The MFR must also list steps taken to prevent future use of non-Federal or expired forms for DOT tests. The Collector must supply this MFR to the Medical Review Officer (MRO) on the same business day on which you were notified of the problem, transmitting it by fax or courier. The collector must maintain this MFR with the original Chain of Custody form (CCF) and must also mark the CCF in such a way as to make it obvious on the face of the CCF that the flaw was corrected. In order for this flaw to be corrected, the urine specimen must have been tested at an HHS-certified laboratory consistent with the requirements of 49 CFR Part 40. If this flaw is NOT corrected, the MRO will cancel the test.

- G. In the event a collector uses an expired CCF, an affidavit of correction must be submitted to the District. In the event a Breath Alcohol Technician (BAT) is unable to obtain the printed result of a breathalyzer test, The BAT must provide a signed statement, on agency letterhead, certifying that they fully understand the requirements that if the device is one that does not print the test number, testing device name and serial number, time, and result, or it is a device not being used with a printer, you must record this information in Step 3 of the ATF. Additionally, the BAT must attest to the fact that the ATF explicitly states in Step 3 that the results are only to be handwritten if the EBT is not designed to print.
- H. Additionally, the BAT must provide a signed statement, on agency letterhead, certifying that they have fully understand the requirements that the BAT must only sign Step 3 of the ATF after the result has been obtained.
- I. The BAT must provide a signed statement certifying that they fully understand the requirements that the BAT must open a new individually wrapped or sealed mouthpiece in view of the employee for the confirmation test.
- J. The BAT must observe the 15-minute waiting period prior to conducting the confirmation test. In the event the 15-minute waiting period is not followed, The BAT must provide a signed statement, on agency letterhead, stating that they fully understand the requirements that it is a fatal flaw, and would cause the test to be canceled, if the BAT does not observe the 15-minute minimum waiting period prior to conducting the confirmation test.
- K. If the Evidential Breath Test (EBT) device produces two consecutive air blank readings greater than 0.00 before a confirmation test, The BAT must provide a signed statement, on agency letterhead, certifying that they fully understand the requirements that if the air blank reading is greater than 0.00 on two consecutive air blank tests prior to a confirmation test, the BAT must take the EBT out of service
- L. The collector must always direct the employee to empty his/her pockets and display items to ensure no items are present which could be used to adulterate the specimen. In the event this step is skipped/missed, The Collector must provide a signed statement, on agency letterhead, certifying that they fully understand the requirements that the collector must always direct the employee to empty his or her pockets and display the items to ensure that no items are present which could be used to adulterate the specimen.
- M. The collector must explain/describe the procedures required for a directly observed collection. This encompasses the employee to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist; and lower clothing and underpants to show by turning around, that they do not have a prosthetic device. After you have determined that the employee does not have such a device, you may permit the employee to return clothing to its proper position for observed urination. As the observer, you must watch the employee urinate into the collection container. Specifically, you are to watch the urine go from the employee's body into the collection container. As the observer but not the collector, you must not take the collection container from the employee, but you must observe the specimen as the employee takes it to the collector.
- N. Collector must obtain a sufficient specimen within three hours of the first unsuccessful attempt by the employee to provide the specimen. In the event the time lapse is three hours or greater, the collector must discontinue the collection, note the fact on the "remarks" line of the CCF, and immediately notify the Designated Employer Representative (DER).
- O. The technician is required to explain or show the employee the instructions on the back of the Alcohol Test Form (ATF) at the beginning of the testing process.
- P. The technician is required to accurately describe the required actions or allowable activities to an employee during the 15-minute waiting period (e.g. don't put anything into their mouth). In the event the employee does not follow the required actions, The BAT must provide a signed statement certifying that they have read and fully understand the requirements of 49 CFR Part 40.251(a)(3) which states if the BAT becomes aware that the employee has not followed the instructions during the 15-minute wait period, the BAT must note this on the Remarks line of the ATF.
- Q. All BATs must be signed up for USDOT-ODAPC's List-Serv.
- R. The Collector must explain the basic collection procedure to the employee or show the employee the instructions on the back of the CCF at the beginning of the testing process.
- S. The Collector must direct the employee to read and complete Step 5 on Copy 2 of the CCF prior to the collector completing Step 4 on Copy 1 of the CCF.

- T. In the event the collector finds any material that could be used to tamper with a specimen, the collector must determine if the material appears to have been brought to the collection site with the intent to alter the specimen, and, if it has, conduct a directly observed collection using direct observation procedures.
- U. If the employee admits to the collector or the MRO to having adulterated or substituted the specimen, the Collector must provide a written signed statement, on agency letterhead, on the same day, of what the employee told them and submit it to the DER.
- V. In the event an employee provides an initial sample which is adulterated or out of temperature range, and also provides a second specimen under direct observation, both specimens must be processed and sent to the laboratory.
- W. Contractor will provide random selection services for two drug and alcohol testing pools (CDL and Safety Sensitive). The District will provide the pool of candidates to the Contractor in .xls or .xlsx (Excel) format. The Contractor shall use automated randomizing software to perform the selection. Test pool requirements will follow FMCSA regulations. The random selections will be provided to the District DER within 48 hours.
- X. Blood Alcohol Draw may be requested by any employee who shows presence of breath alcohol above the District's levels as defined in the District Administrative Directive. This includes after-hours testing.
- Y. Contractor must be available for random, post-accident, and reasonable suspicion drug and/or alcohol testing as scheduled/required to include after-hours (5P-8A) 7 days/week.
- Z. Contractor must notify District Risk Management/Safety when an employee presents to a clinic for drug and alcohol testing without an authorized clinic form.
- AA. Contractor will keep the District informed of FMCSA compliance rule or guidelines changes that could affect the District Physicians authorization of CDL physical requirements. If there are significant changes to FMCSA medical compliance guidelines, the Contractor will agree to work with Risk Management to hold update meeting(s) with District Employees to discuss the changes.
- BB. Contractor will submit a biannual report to District Risk Management/Safety of all employees who have been drug or alcohol tested throughout the year. The report will have the following information: Employee Name, Department, Specimen ID#, Chain of Custody#, Last 4 of SSN or COT EID#, Collection Date, Collection Time, Final Verification Date, Type of Test (Pre-Employment, Random, Post-Accident, etc.), Result, Diluted (Y/N), Clinic Location.
- CC. Contractor will abide by the Federal calibration schedule for BAT maintenance and will provide compliance documentation upon request from the District.
- DD. Contractor will only use Health and Human Services-certified laboratories.
- EE. Contractor will use certified Breath Alcohol Urine Collection Technicians and Medical Review Officers that have been trained in accordance with 49 CFR, Part 40 (USDOT Drug and Alcohol Testing Regulation) and provide certifications of such training to the District. In the event the District experiences repeated compliance issues as they relate to the drug and alcohol testing protocol as a whole, the District will require retraining of the contractor's technicians and certifications of such training.
- FF. In the event of a reported negative-dilute specimen with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, a second collection must take place under direct observation.
- GG. Tests for breath alcohol concentration will be conducted utilizing a NHTSA-approved Evidential Breath Testing device operated by a trained Breath Alcohol Technician. Alcohol tests performed using a non-evidential testing device which indicate an alcohol concentration of .02 or greater, will be required to have a second test done no sooner than 15 minutes after the completion of the initial test.
- HH. Contractor may not redirect employee services to another location or lab once the employee presents at the location for a drug and/or alcohol test. In the event the contractor is unable to fulfill its duty and responsibility as a service provider of drug and/or alcohol testing, it must immediately notify the District Group Contract Representative.

VIII. DOT EXAMINATIONS AND CDL MEDICAL RE-CERTIFICATIONS

Contractor will provide examinations by a Department of Transportation (DOT) certified physician in accordance with Federal Motor Carrier Safety Administration Regulations for CDL operators.

- A. If Contractor requires additional medical information to complete the examination, it is the Contractor's responsibility to provide the employee with a written request to provide to the employee/candidate's health care provider. The request will outline what medical information is needed to complete the evaluation.
- B. Diagnostic testing or medical treatment of the condition **will not** be performed by the Contractor to determine the medical clearance.
- C. The DOT/CDL Exam shall meet or exceed the most current applicable requirements of the Federal Motor Carrier Safety Administration (FMCSA) and associated medical examination requirements for commercial driver fitness determination.
- D. The Contractor will notify District Group Contract Representative of any DOT medical clearance in a pending status.
- E. The Contractor will make available to District employees the contracted DOT Exam price. The employee must pay for the service. For self-paid non-work-related DOT physicals, the Contractor will not forward the DOT clearance reports to the District.

IX. SURVEILLANCE PHYSICALS

Contractor will perform surveillance physicals including, but not limited to:

- Asbestos
 - Audiometric – with respect to annual audiograms, all STSs shall be reported as soon as feasibly possible to the designated District Group Contract Representative
 - Biological monitoring (metals, pesticides, radiation and exposures)
 - HazMat
 - Respirator
- A. Contractor will be responsible for comparing previous results with current results and notifying the Group Contract Representative of changes or shifts.
 - B. If Contractor requires medical information from the employee's health care provider, it is the Contractor's responsibility to obtain a signed release of medical records from the employee and/or provide the employee with a written request to provide to the employee/candidate's health care provider. The request will outline what medical information is needed to complete the physical.
 - C. Diagnostic testing or medical treatment of the condition **will not** be performed by the Contractor to determine the medical clearance.

X. RESPIRATOR QUESTIONNAIRE AND PULMONARY TESTING

- A. Contractor shall be capable of administration and evaluation of a respirator medical questionnaire and pulmonary function testing in conformance with OSHA Respiratory Protection Standard 29 CFR 1910.134. Not all employees will require a pulmonary function test.
- B. OSHA Respirator Medical Questionnaire, sample attached as Exhibit. Administration of the questionnaire. If only the questionnaire is administered, the Contractor shall supply a written recommendation regarding the employees' ability to use a respirator.
- C. Performance of all necessary medical exams may include but are not limited to a pulmonary function test in accordance with OSHA 29 CFR 19.10.134€. If testing is indicated this will be performed after the questionnaire.
- D. Contractor must provide the employee a copy of the written recommendation immediately after testing.
- E. Contractor shall have a spirometry available for pulmonary function testing.

XI. EVALUATION AND TREATMENT OF INDUSTRIAL INJURIES

Contractor will comply with the Arizona Workers Compensation Laws and Rules. Evaluation and treatment of all District employees will be performed by a duly licensed physician.

XII. MEDICAL EVALUATION/DETERMINATION OF CAUSATION OF INDUSTRIAL INJURIES

- A. For initial visits, employees should present with the District's Supervisor's Report of Injury form.
- B. If an employee presents for an initial evaluation and treatment of a work-related injury without a District Supervisor's Report of Injury form a phone call to the designated District Group Contract Representative must be made for authorization.
- C. Contractor will take a detailed history from the employee, review their report of injury, and perform a medical examination. Contractor will provide their best medical opinion on diagnosis **and** the causal relation to the mechanism of injury as described by the employee and its relation/exposure to work at the earliest point in the examination process.
- D. If it is the opinion of the Contractor that the diagnosis is most probably **not** resulting from the mechanism of injury as described by the employee or not work-related, Contractor must notify the District immediately following the determination and forward a transcribed report to the District's Worker's Compensation provider within three (3) business days.

XIII. TREATMENT/SERVICES

Contractor will perform and document appropriate medical treatment of all District employees who choose to treat with the Contractor for the work-related injury.

- A. Contractor will work with the District's Worker's Compensation provider to obtain pre-authorization for diagnostic testing beyond plain view x-rays, physical therapy and referrals to specialists.
- B. Contractor will **not** give preference to in-house physical therapy services on referrals for District Employees to receive treatment/services.
- C. Contractor will not use third party referral services for specialists or diagnostics unless approved by the District.

XIV. WORK STATUS

Contractor will provide a work status report to the employee at the completion of each visit on a form approved by the District.

- A. The work status report recommendations will be provided as described in Section I, subsections G and H and will also include the date of the next follow-up appointment, and instructions on when to take narcotic or sedating medications, if prescribed.
- B. The District supplements compensation for injured District Employees who have accepted workers compensation claims. The Contractor will co-follow to provide a work status on injury cases that have any other status than regular duty/unrestricted work, i.e. off work, modified work, (when restrictions change) and released to regular, unrestricted work. Contractor is to make recommendations on work status based on their expertise in occupational medicine and their best medical opinion of the injured employee's ability to safely return to work, considering the opinions of the injured worker/s treating physician(s), but not "rubber stamping" those recommendations.
- C. Work status of "No-driving" will be provided to the Designated Group Contact Representative. If the employee is a CDL Operator the work status description will clarify if for commercial equipment and vehicles only or all vehicles.
- D. The work status report will also be provided to the designated District Group Contract Representative on the same day as the examination, in a method agreed upon by the District and the Contractor.

XV. WORK STATUS EVALUATIONS

District employees who choose to treat with physicians outside of the Contractor may be required to have periodic work status evaluations by the Contractor. Contractor will conduct these visits the same as 'Return to Work Examinations'. See Return to Work Examinations Section III and Work Status Verification Section IV.

XVI. 'NO-SHOWS'

If an employee does not keep or "no shows" their scheduled appointment, the Contractor must notify the Human Resource Services., of the missed appointment in a method of notification agreed upon by the District and the Contractor.

XVII. RE-SCHEDULED APPOINTMENTS

Employees on an off-work status or light-duty/restricted work status should not reschedule their follow-up appointments for dates beyond their original follow-up appointment date. Recommendations for work status shall not be provided over the phone.

XVIII. PHONE CONSULTATIONS

Contractor will provide phone consultations during normal business hours to District employees and Infectious Control Officers, (8:00 am to 5:00 pm Monday – Friday) **for exposure cases only.**

XIX. MEDICAL REPORTS

For each employee examined/treated, the Contractor will report the employee's history, subjective complaints, objective findings, diagnosis, prognosis, and treatment plan. The signed report will be forwarded to the designated District's Group Contract Representative within three (3) business days after the examination/visit. All medical reports for industrial injuries must be typed.

XX. EXPOSURES PROTOCOL

- A. Contractor shall be knowledgeable on and follow all requirements of OSHA CFR 1910.130, Bloodborne Pathogens, NFPA 15 Infection Control for Fire Departments, and Section G of the Ryan White Act.
- B. Contractor shall provide consultation services for District personnel who may have had an exposure event to either bloodborne or Airborne pathogens. Consultation services must be available at any time of the day or night.
- C. Contractor must arrange for any prophylactic medications as needed to District Personnel who have had a potential exposure.
- D. The contractor shall provide any immunizations as needed.
- E. Contractor shall provide all necessary letters of written opinion as required to the district following OSHA CFR 1910.130 regulations.
- F. Contractor shall research, develop, and provide exposure protocol information in a format that is readily available to employees who are exposed to HIV, AIDS, Hepatitis or other exposures requiring medical attention. This will include source testing information.

In addition, Contractor agrees to provide consultative assistance to District employees regarding Hepatitis, HIV and/or TB tests or changes in annual hearing, lung testing and/or Hantavirus.

XXI. Other Services

- A. Contractor may be required to perform the administration of an OSHA approved qualitative fit test. The use of any proposed sub consultants will be subject to prior approval by the District.
- B. Contractor shall be capable of providing hearing tests, training, and records maintenance for an OSHA Hearing conservation program as prescribed by OSHA 29 CFR 1910.
- C. Contractor's program shall include, but not necessarily be limited to, the following:
 - 1. Medical history and physical examination, with attention focused on organ systems of particular importance for firefighters, including the pulmonary, cardiovascular, Musculo-skeletal and nervous systems.
 - 2. Tetanus immunization per CDC protocol.
 - 3. Vaccinations (For all First Responders)
 - 4. Tuberculin skin test (NWFD paramedic personnel to read induration)
 - 5. Critical review of physical fitness test results conducted by department personnel.
 - 6. A secure password protected HIPAA compatible computer portal or Mobil app for individuals to access their examination results.

7. Contractor shall provide telephone or in-person professional medical consultation to personnel prescribed a new medication from their primary physician to ensure it meets NFPA standards.

2. MINIMUM QUALIFICATIONS:

Offerors shall provide a statement of qualifications as a provider of occupational health services. Please list any licenses and certifications obtained by physicians, technicians and any personnel providing services.

Offerors shall submit with their proposals verifiable documents that prove satisfaction of the minimum qualification:

- a. Offerors shall provide a statement of qualifications outlined in **Appendix I: Statement of Qualifications** and return with information/documentation as requested.
- b. Offerors shall complete the Cost Summary contained in **Appendix II: Cost Summary – Occupational Health Services** and return the form with information/documentation as requested.
- c. Offerors shall meet all Minimum Qualifications contained in the **Appendix III: Minimum Qualifications Verification Form** and return the form with information/documentation as requested.
- d. Offerors shall provide a minimum of four (4) references of past current clients of similar size and industry. References shall include the number of participants for each entity. The services and products provided to those clients shall be of those defined in this Request For Proposals. Offerors are to provide references contained in **Appendix IV: Past Performance Verification Form – Exhibit A** and return the form with information/documentation as requested.

If you intend to use any subcontractors for this proposal, you shall include the required subcontractors' information in responding to the afore-mentioned minimum requirements and questionnaire. Failure to provide such information may cause your proposal to be deemed **NON-RESPONSIVE**.

3. EVALUATION AND AWARD CRITERIA:

The District intends to contract with the qualified firm(s) and/or individual(s) whose proposals are deemed to be most advantageous to the District. No contract shall be awarded solely on the basis of price. Cost is a factor in selection. However, only those proposals determined to best meet all of the requirements of the Request for Proposals will be given consideration.

Northwest Fire District shall evaluate proposals meeting the minimum qualifications and deemed RESPONSIVE. Proposals shall be evaluated according to the evaluation criteria set forth herein. Evaluation of cost shall be made without regard to applicable taxes.

District reserves the right to request additional information and/or clarification. Any clarification of a proposal shall be in writing. Recommendation for award will be to the responsible and responsive offeror whose proposal is determined to be the most advantageous to the District taking into consideration the evaluation criteria set forth in this RFP.

Responsiveness to this Request for Proposals and responsibility to successfully carry out the contract must be evident. Award will be made as determined to be in the best interest of NWFD, and the District's decision shall be final.

A. Evaluation Criteria and Points

Evaluation of proposals will be by a committee comprised of District personnel. The evaluation may consist of two phases. In Phase One, the Evaluation Committee will evaluate, score and rank the responses utilizing the Phase One Criteria listed below. Each numeric ranking will be weighted based on a relative weighting assigned by the Evaluation Committee.

After final scoring of the Phase One Criteria, a short-list and ranking may be created. The short-listed Offerors may proceed into a Phase Two Evaluation. Vendors no longer being considered will be notified by the District in writing. If the District does not proceed into Phase Two Evaluations, the scoring of Phase One shall determine the ranking for contract award recommendation.

Offerors who move on to Phase Two of the evaluation process may be required to provide the District with a full demonstration of requested items. Demonstrations will be held after proposal opening and prior to award. Vendor demonstrations will be coordinated to occur on the same day to allow District staff to evaluate all of the vendors concurrently.

Each vendor will be responsible for all costs associated with providing their demonstration. Vendors will be notified approximately one week prior to the schedule date of the demonstration. Upon the conclusion of Phase Two, the District may request a Best and Final Offer from the vendors included in Phase Two.

Upon the conclusion of Phase Two activities, the District shall re-score the short-listed vendors according to criteria and/or questions vendors are asked at the Vendor Presentation. Re-scoring shall be based upon the original proposal as well as any additional information obtained during the Phase Two activities. Upon final scoring of the Phase Two activities, a ranking will be established. This ranking will determine the contract award(s).

Evaluation Criteria are listed below in order of relative importance. Your proposal must address these criteria in the order presented. Your response to these criteria must be organized in a clear and explicit manner so as to facilitate the evaluation process.

a. Firm Experience and Qualifications (25%)

Organizational experience providing, occupation health services evaluations for on-the-job and off-the job injuries to determine fit for duty to return to work, number of clients and experience serving government agencies of similar size, ability to comply with all rules, regulations and requirements of NFPA, DOT, OSHA and HIPAA, recordkeeping and reporting capacity, including proximity to the District as well as ability to provide responsive and conscientious service.

b. Qualifications of Key Personnel (25%)

Qualifications, credentials, experience, and availability of key personnel to be assigned to the District.

Offerors should provide resumes of all proposed key personnel who will be performing services under the contract. Experience narratives shall describe the specific relevant experience in relation to the work to be performed in this contract as well as their certifications or other professional credentials.

Offerors shall include in their proposal copies of appropriate professional certifications for key personnel.

c. Responsiveness to RFP Requirements (20%)

Offerors should provide a thorough explanation of their firm's approach. Demonstrate your knowledge of proposal requirements, understanding and compliance and clearly show how they will meet and/or exceed the minimum requirements set forth in this RFP. Quality, completeness and responsiveness of proposal with regard to RFP specifications and requirements.

Points for the firm's approach will be based on the quality and thoroughness of the approach.

d. Billing and Recordkeeping (10%)

Processes in place to ensure accurate record keeping, reporting capabilities, and retention of documents, samples, procedures. Ability to distribute records within the time frames set forth in the federal regulations.

e. Cost of Services (10%)

f. References (10%)

Offerors shall provide a minimum of four (4) references from present or past clients of similar size and industry. Provide contact information including name of the client, address, telephone number, and email address. References shall include the number of participants for each entity.

Offerors should respond in the form of a thorough narrative to each specification as guided by the Evaluation Criteria listed above. The narratives along with required supporting materials will be evaluated and awarded points accordingly. The narrative section shall be less than 20 pages, not including exhibits.

SPECIAL TERMS AND CONDITIONS (CONT.)

4. PROPOSAL SUBMITTAL:

The Northwest Fire District will not assume responsibility for any costs related to the preparation or submission of the proposal. One original and five (5) copies of your proposal must be submitted. The original must be marked as "Original" on the cover, and the five copies, each marked as "Copy" on the cover. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visuals and other presentation aids are not required. In order for your proposal to be considered, the following should be included and should be referenced with index tabs:

Binders shall be INDEXED and tabbed in the order stated below, with each tab clearly labeled:

- Tab 1. Provide a one page Executive Summary that explains the proposed solution, cost of solution and implementation plan.
- Tab 2. Provide a brief history of your firm including name of firm, address and how long the firm has been in business and how long you have been providing occupational health services.
- Tab 3. Provide a STATEMENT OF QUALIFICATIONS (See APPENDIX I: STATEMENT OF QUALIFICATIONS).
- Tab 4. Provide a thorough description of your solution and approach as it relates the district's needs as identified in the Scope of Services.
- Tab 5. Provide a thorough description of the total cost of services and complete APPENDIX II: COST SUMMARY – OCCUPATIONAL HEALTH SERVICES. Provide a unit cost schedule of fees for the services you are offering. The schedule of fees must also include travel and lodging.
- Tab 6. Complete APPENDIX III: MINIMUM QUALIFICATION VERIFICATION FORM.
- Tab 7. Complete APPENDIX IV: PAST PERFORMANCE VERIFICATION FORM – EXHIBIT A
- Tab 8. Provide any *pertinent* supplementary information regarding your firm's services or experience that may enable NWFD to become aware of the firm's qualifications. **Please use eco-friendly consideration and consumables when preparing your response. Elaborate brochures, expensive paper, bindings, visuals, presentation aids and packaging beyond that sufficient to present a complete and effective proposal is not desired.**
- Tab 9. **Please provide a signed copy of the Offer and Acceptance Page and all addendums. Proposals submitted without an original, signed copy of this document may be considered nonresponsive. Addendums are posted on the District web site <https://nwfdaz.gov/notices/purchasing>.**

SPECIAL TERMS AND CONDITIONS (CONT.)

5. PRICING:

Offered pricing must remain firm for 365 days, for the initial term of the contract. The NWFD Purchasing Department will review fully documented requests for price/fee increases prior to any contract renewal. The requested price/fee increase must be based upon a cost increase that was clearly unpredictable at the time of proposal submittal, and can be shown to directly affect the price/fee of the item concerned. The NWFD Purchasing Department will determine through competitive market review, trade publications, independent price indexes, and/or other means, whether the requested price/fee increase or an alternative option is in the best interest of the District. The vendor shall offer NWFD any published price/fee reduction during the contract period. All price/fee adjustments will be effective on acceptance by the NWFD Purchasing Department. Prices/fees, as indicated, shall include all costs associated with the specified service. Any extra or incidental costs must be indicated separately

Offered pricing shall include all incidental and associated costs to comply with the *Instructions to Offerors, Standard Terms and Conditions* and these *Special Terms and Conditions*.

6. ACCEPTANCE:

Acceptance of the services shall be made by the Northwest Fire District as designated on the issued Order in accordance with this agreement. Acceptance is required prior to commencement of Payment terms.

7. CONTRACT PERIOD:

It is the intent of the District to award a multi-term contract for the specified services beginning January 1, 2025. If this is a multi-term contract and assuming funds are appropriated to support continuation of services for succeeding periods, the original contract may be renewed annually for a total time of contract not to exceed five (5) consecutive years. Renewal shall be a mutual agreement between the awarded firm and the Northwest Fire District. However, no contract exists unless and until a purchase order is issued.

Conditions for renewal of the contract shall include, but not be limited to, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the requirements of the proposal documents, and continued competitive prices for the services and/or products provided under the original contract.

8. CONTRACT LIAISON:

The Contract Liaison for any contract awarded under this Request for Proposal will be the Business Services Director and/or the Human Resource Services Manager, (520) 887-1010. The Contract Liaison shall act as the District's contract manager and oversee performance under the contract.

The Contract Liaison may provide the offeror with general guidance as to the contract performance. However, this individual is not authorized to make changes in the contractual or performance requirements of any contract. Changes to an awarded contract shall be effective only upon written approval from the District's Purchasing Department.

9. ADDITIONAL SERVICES:

The District reserves the right to add related services to the contract at any time during the contract period. The District shall contact the contractor for prices prior to adding any service, and may at NWFD's sole option, accept the quoted price or purchase elsewhere those services.

10. PRESENTATIONS:

All offerors may be required to provide the District with a full demonstration of requested items. Demonstrations will be held after proposal opening and prior to award. Vendor demonstrations will be coordinated to occur on the same day to allow District staff to evaluate all of the vendors concurrently. Each vendor will be responsible for all costs associated with providing their demonstration. Vendors will be notified approximately one week prior to the schedule date of the demonstration.

SPECIAL TERMS AND CONDITIONS (CONT.)

11. COMPENSATION AND METHOD OF PAYMENT:

Any contract shall provide for compensation that the District determines is fair and reasonable, taking into consideration budgetary limitations, and the scope, complexity and professional nature of the services. Contractor will be compensated only for work properly approved in advance by the District.

All proposals shall include a schedule of fees associated with providing the services offered. The successful offeror shall be compensated for services properly rendered in accordance with the schedule of fees. Payment shall be made from detailed invoices, in forms acceptable to the District.

The schedule of fees must be firm for the initial contract term. Fees may be reviewed prior to any contract renewal. Any requested fee increase must be based upon a cost increase that directly affects the cost of services provided. Any requested fee increase that the District determines is not in its best interest will be rejected, and the District may seek an alternative solution. All fee adjustments shall become effective upon acceptance by the District's Purchasing Department.

12. BILLING:

Contractor shall submit Request(s) for Payment/Invoices to the District for goods and services provided in accordance with the contract. Said documents shall reference the District Contract number under which the charges authorized, and assign and reference all charges to a particular line item defined by the contract.

Invoices are not considered received until verified and received by Financial Operations. Invoices must be sent to:

Northwest Fire District
Accounts Payable
13535 N. Marana Main St.
Marana, AZ 85653
accountspayable@nwfdaz.gov

SPECIAL TERMS AND CONDITIONS (CONT.)

13. BEST AND FINAL OFFER

District reserves the right to request additional information and/or clarification with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements.

In the event that discussions are held and clarifications are requested, a written request for best and final offers shall be issued. The request shall set forth the date, time, and place for the submission of best and final offers. If offerors fail to respond to the request for best and final offer or fail to submit a notice of withdrawal, their immediate previous offer will be construed as their best and final offer.

14. PROCUREMENT CONTACT:

Questions regarding this solicitation should be submitted in writing to the Procurement Department. All offers shall reference the Solicitation Number and Title. Questions submitted within 8 days of the solicitation Due Date may not be answered.

Fax: (520) 887-1034 email: procurement@nwfdaz.gov

VERBAL REQUESTS FOR CLARIFICATIONS OR INTERPRETATIONS WILL NOT BE ACCEPTED.

15. PRE-PROPOSAL CONFERENCE:

All interested parties may attend a pre-proposal conference that will be held at the time and place indicated on the cover page. The purpose of the conference is to clarify, if necessary, the terms of this Request for Proposals, and to prevent any misunderstanding of the District's intention in this matter. If anyone should have a discrepancy in, or omission from, the general terms and conditions of this Request for Proposals, or if in doubt as to their meaning, such matters should be presented at this conference so that written addendum may be given if necessary. Oral statements or instructions will not constitute an amendment to this Request for Proposals.

16. INSURANCE CLAUSE:

Certificates of Insurance shall be provided by the successful firm(s) or individual(s) providing Commercial Liability Coverage within ten (10) days after the District issues a notice of award. Liability coverage shall include automobile liability and is required in an amount of not less than \$1 million per claim with a general aggregate of at least \$1 million. The Certificate(s) of Insurance shall name the District as an additional insured. Professional Liability Insurance (for errors, omissions and malpractice coverage) shall be provided with limits of at least \$1 million per claim and \$1 million per aggregate to be maintained by the successful offerors. If the policy is written on a claims-made basis, offeror warrants that any retroactive date under the policy precedes the effective date of this contract and that continuous coverage will be maintained for a period of two years beginning from the time work under the contract is completed. The cost of the Insured's defense will not be deducted from the amount of insurance available to pay claims. Terms of professional liability insurance may be modified upon a showing that the required terms are not readily available in the commercial market.

A certificate of Workers' Compensation Insurance shall be provided by the successful offeror(s). Workers' Compensation Insurance shall be in compliance with State statute.

Each insurance policy required by the District shall not be cancelled or reduced in coverage or limits except after thirty (30) days written notice to the District.

All certificates are to be received and approved by the District prior to the beginning of the contract period. Failure to maintain the required insurance or provide evidence of insurance shall be considered a material breach of contract.

END OF SPECIAL TERMS AND CONDITIONS

APPENDIX I: STATEMENT OF QUALIFICATIONS

The Statement of Qualifications shall include the following sections and tabbed accordingly.

A. Firm Qualifications and Experience

Offerors interested in providing the professional services required in this RFP, should submit the following information in the format and order specified:

- 1) A general overview and history of your firm.
- 2) Number of years providing what is applicable to your RFP response in NFPA 1582 for, fitness testing, workers compensation, DOT Physicals, Return to Work, and/or Fit for Duty.
- 3) Number of employees.
- 4) Headquarters location.
- 5) Type of business (individual, partnership or corporation); and
- 6) Office that will be servicing the Northwest Fire District.

B. Qualifications of Key Personnel

Offeror is requested to provide a description of the proposed project team, qualifications, experience and credentials:

- 1) A list of key staff who will be assigned to this contract including their resumes, education, professional credentials, licenses and certifications, experience in the field, and length of service directly or through contract.
- 2) Provide a one-page biography of the primary Board-Certified Physician(s) who will act as the District's Occupational Health Care Physician.
- 3) Provide a one-page biography of the primary Board-Certified Physician who will serve as a secondary source physician – in event of emergency.
- 4) Provide a one page biography of all key staff and technicians responsible for the fulfillment of these requirements.
- 5) Identify staff member responsible for all Summary Reports.
- 6) Specify if you will need to secure more staff to complete any one project.

C. Understanding of Required Scope of Services

Offerors should provide a thorough explanation of their firm's approach. Demonstrate your knowledge of proposal requirements, understanding and compliance and clearly show how they will meet and/or exceed the minimum requirements set forth in this RFP. Quality, completeness and responsiveness of proposal with regard to RFP specifications and requirements.

Points for the project approach will be based on the quality and thoroughness of the approach.

Offerors are requested to address the firm's:

- 1) Understanding and ability to provide the services required by the RFP.
- 2) Policies and procedures for complying with all rules, regulations and requirements of NFPA, DOT, OSHA, HIPAA and GINA.
- 3) Ability to comply with the Protocol and Procedures for services that the firm is responding to as detailed in this RFP.
- 4) Describe the firm's ability and action plan to undertake this work immediately after award of contract.

D. Billing and Recordkeeping

- 1) Describe your record keeping process, reporting capabilities, and retention of documents. Provide examples of all reporting documents and forms used.
- 2) Ensure District is provided a monthly invoice for all services.
- 3) FMLA paperwork billed to the District.
- 4) ADA accommodation requests billed to the District.

E. Cost of Services

This section should consist of the completed Fee Schedule for all services rendered.

F. References

Offeror shall have the Client/Owner or Owner's representative complete and submit the **Appendix IV: Past Performance Verification Form** (Reference Form) directly to Northwest Fire District. Failure to meet this requirement may cause submittal to be deemed non-responsive.

Offerors shall provide a minimum of four (4) references from present or past clients of similar size and industry. Provide contact information including name of the client, address, telephone number, and email address. References shall include the number of participants for each entity

Offerors should respond in the form of a thorough narrative to each specification as guided by the Evaluation Criteria listed above. The narratives along with required supporting materials will be evaluated and awarded points accordingly. The narrative section shall be less than 20 pages, not including exhibits.

END OF APPENDIX I

APPENDIX II: COST SUMMARY – OCCUPATIONAL HEALTH SERVICES**Occupational Health Services Price Page****All District Employee Requirements****General Examinations**

- 1 Return to Work Physical Exam \$ _____

Special Medical Examinations

To include: Second Opinions and certain other special circumstances such as recommendations/suggestions for reasonable accommodation under the Americans with Disabilities Act and Retirement Examinations.

- 2 Note: if the case is requested as an exam for Worker's Compensation, the District will be billed according to the Industrial Commission of Arizona (ICA) fee schedule. If the case is determined not to be for the purpose of Worker's Compensation, the District will be billed at the rate of:

\$ _____

Examinations

- 3 Medical History and Basic Physical \$ _____
- 4 Back Examination (to include strength and flexibility and lift test based on job description/essential functions of the job) \$ _____
- 5 Asbestos Physical \$ _____
- 6 Ergonomic Assessment \$ _____

Drug and Alcohol Testing

- 7 Non-NIDA Drug Screen (10 panel) \$ _____
- 8 Non-NIDA Drug Screen (10 panel) - INSTANT \$ _____
- 9 Breath Alcohol Test \$ _____
- 10 MRO Services \$ _____

Vaccinations/Immunizations

- 11 Hepatitis A Titer \$ _____
- 12 Hepatitis A Vaccination \$ _____
- 13 Hepatitis B Titer \$ _____
- 14 Hepatitis B Vaccination \$ _____
- 15 TWINRIX \$ _____
- 16 Hepatitis Profile \$ _____
- 17 Hepatitis AB, AG and C Virus AB \$ _____
- 18 Flu \$ _____
- 19 MMR Titer \$ _____
- 20 MMR Vaccination \$ _____
- 21 Rabies Titer \$ _____
- 22 Rabies Vaccination \$ _____
- 23 Tdap \$ _____
- 24 Tetanus \$ _____
- 25 Varicella Titer \$ _____

Respiratory

- 26 Respiratory Examination (Including OSHA Questionnaire Review) \$ _____
- 27 PFT - Spirometry \$ _____
- 28 Fit-Testing (Qualitative) \$ _____

X-Ray

- 29 PA Chest x-ray \$ _____

30	PA and Lateral Chest x-ray	\$ _____
31	Xray: Lumbar Spine, 3 view	\$ _____
32	Xray: Lumbar Spine, 5 view	\$ _____
DOT Services		
33	DOT Examination (CDL - Initial/Renewal)	\$ _____
34	NIDA Drug Screen (5 panel, split sample)	\$ _____
35	NIDA Drug Screen (5 panel, split sample) - INSTANT	\$ _____
Lift Tests		
36	L – Light (Lift 20 lbs. maximum; up to 10 lbs. frequently)	\$ _____
37	M – Medium (Lift 50 lbs. maximum; up to 20 lbs. frequently)	\$ _____
38	MH – Medium Heavy (Lift 75 lbs. maximum; up to 50 lbs. frequently)	\$ _____
39	H – Heavy (Lift 100 lbs. maximum; up to 75 lbs. frequently)	\$ _____
40	V – Very Heavy (100+ lbs. occasionally; 75+ lbs. frequently)	\$ _____
Other/Miscellaneous		
41	EKG	\$ _____
42	Complete Blood Count and Differential	\$ _____
43	24-hour Heavy Metal Urine Test	\$ _____
44	Blood Lead	\$ _____
45	Cholinesterase	\$ _____
46	Comprehensive Metabolic Panel	\$ _____
47	Digital Rectal Exam	\$ _____
48	HDL/LDL Ratios	\$ _____
49	Hemocult Slide	\$ _____
50	HIV	\$ _____
51	Long Audiometric Test	\$ _____
52	Maximal Treadmill Stress Test	\$ _____
53	Mercury Blood Test	\$ _____
54	Tuberculosis Skin Test	\$ _____
55	Urinalysis (dip)	\$ _____
56	Urinalysis (microscopic)	\$ _____
57	Vision Test: Acuity, Horizontal Field, Color, Depth Perception	\$ _____
58	Telephone Consult, Prescription & Non-Prescription Drug Clearance	\$ _____
59	Physical Examination, Prescription & Non-Prescription Drug Clearance	\$ _____
Hourly Rates		
60	Physician	\$ _____
61	Physician Assistant	\$ _____
62	LPN	\$ _____
63	Medical Assistant	\$ _____
64	RN	\$ _____
65	Expert Testimony - Physician Hourly Rate	\$ _____
66	Expert Testimony - Physician Assistant Hourly Rate	\$ _____
67	Expert Testimony - Medical Assistant Hourly Rate	\$ _____
Total		\$ _____

Additional Fire Suppression Personnel Requirements (68-130)

General Testing

68	Hepatitis profile: Hepatitis A antibody, hepatitis B surface antibody and antigen and hepatitis C antibody	\$ _____
69	Bioelectrical impedance testing for percent body fat and	\$ _____
70	T4 Free and TSH Non-Dialysis Thyroid Test	\$ _____
71	NMP22 Bladder Cancer Check	\$ _____
72	CRP High Sensitivity Test	\$ _____
73	CA125 Test (Optional)	\$ _____
74	Continuation of Service Medical Evaluation	\$ _____
75	Submaximal Treadmill	\$ _____
76	Hepatitis A antibody titer	\$ _____
77	Hepatitis B surface antibody titer	\$ _____
78	Hepatitis Profile Hepatitis A antibody, hepatitis B surface antibody and antigen and hepatitis C antibody	\$ _____
79	Hepatitis Booster	\$ _____
80	Hepatitis C RNA PCR	\$ _____
81	Urinalysis, Dip only	\$ _____

Source Testing

82	HIV and Hepatitis Panel, collection kit, forms, tubes, biohazard bags and specimen box with seal	\$ _____
83	Draw Fee	\$ _____
84	Courier	\$ _____
85	Routing	\$ _____

Examination One Individuals aged 20-29

86	Vital Signs	
87	Physical Exam	
88	Fitness Testing	
89	Complete Urinalysis	
90	Chemistry Profile	
91	Complete Blood Count	
92	TC/HDL Ratios	
93	Pulmonary Function Testing	
94	Vision	
95	Audiometry Medical Class A	
96	Electrocardiogram	
97	Exam Total	\$ _____

Examination Two Individuals age 30 and older

98	Vital Signs	
99	Physical Exam	
100	Fitness Testing	
101	Complete Urinalysis	
102	Chemistry Profile	
103	Complete Blood Count	

104	HDL/LDL Ratios	
105	Pulmonary Function	
106	Vision	
107	Audiometry Medical Class A	
108	Electrocardiogram	
109	Exam Total	\$_____
HAZMAT Exam		
110	Vital Signs	
111	Physical Exam	
112	Fitness Testing	
113	Complete Urinalysis	
114	Chemistry Profile	
115	Complete Blood Count	
116	HDL/LDL Ratios	
117	Pulmonary Function	
118	Vision	
119	Audiometry Medical Class A	
120	Electrocardiogram	
121	Hazardous Material Questionnaire	
122	Exam Total	\$_____
Epidemiologic Surveillance Program		
123	A hazardous material exposure log to record on an ongoing basis relevant data on all specific incidents and exposures such as chemical spills or smoke inhalation.	\$_____
124	A data base system relating environmental and occupational exposure data with personal medical information collected on firefighters whether during annual evaluation or as a result of specific exposure incidents.	\$_____
125	Special toxicology and industrial hygiene evaluations as needed to evaluate specific incidents.	\$_____
126	Statistical and epidemiologic analysis of the surveillance data to assure early detection of potential health problems.	\$_____
Additional Services		
127	Research/Define/Update Firefighter Physical Performance Standards.	\$_____
128	Research/Design/Update follow-up program to reduce health risks, correct medical problems and/or improve job performance capacity.	\$_____
129	Telephone Consultations/hour	\$_____
130	Dietician per hour	\$_____
131	PAT (physical abilities test)	\$_____
132	Contractor will reference POST services provided by a local PhD psychologist	\$_____
Total		\$_____

END OF APPENDIX II

APPENDIX III: MINIMUM QUALIFICATIONS VERIFICATION FORM**OFFEROR NAME:** _____

Proposals not meeting the minimum qualifications will be deemed *NON RESPONSIVE* and will not be considered for further evaluation.

If defined in this solicitation, provide documented and verifiable evidence that your firm satisfies the Minimum Requirements, and indicate what/if attachments are submitted.

ITEM NO.	MINIMUM QUALIFICATIONS	COMPLIANCE YES/NO (SELECT ONE)	DOCUMENT TITLE AND NUMBER OF PAGES SUBMITTED FOR EACH DOCUMENT
1	Minimum qualifications of the offeror's company	Yes/No	
2	Minimum qualifications of the proposed key personnel	Yes/No	
3	Provide copies of license, certifications, accreditation, etc.	Yes/No	
4	Additional MQ if any.	Yes/No	

Submitted by (Printed Name and Title): _____ Initial: _____ Date: _____

END OF APPENDIX III

APPENDIX IV: PAST PERFORMANCE VERIFICATION FORM (PPVF)

Offerors shall provide a minimum of four (4) references from present or past clients of similar size and industry. Provide contact information including name of the client, address, telephone number, and email address. References shall include the number of participants for each entity.

Provide this form to the Owner or Owner's representative directly responsible for oversight of the contract to complete and submit via mail or fax prior to the date and time listed below. If the form is received after the date and time specified it will not be accepted. Due Date and Time: Thursday, October 3, 2024 at 11:00 am AZ time

Please email to procurement@nwfdaz.gov by the date and time shown above.

PLEASE COMPLETE EACH AND EVERY SECTION

Name of Vendor for whom reference is given: _____

Your organization's business name: _____

Your Name and title: _____

Telephone number: _____ E-Mail address: _____

- Did Vendor provide your organization with Occupational Health Services
Yes ☐ No ☐ Service was provided from: _____ to: _____
- Did Vendor meet all contract requirements satisfactorily: Yes ☐ No ☐
- What type of services did this Vendor provide to your organization? How many participants were covered?

- How satisfied are you with the quality of services provided by Vendor?

PLEASE RATE THE FOLLOWING ITEMS (circle one):

	<i>Unsatisfactory</i>	<i>Below Average</i>	<i>Average</i>	<i>Above Average</i>	<i>Exceptional</i>
1. Communications with Vendor:	0	1	2	3	4
Comments: _____					
2. Understanding of contract requirements:	0	1	2	3	4
Comments: _____					
3. Vendor knowledge of examination/health services:	0	1	2	3	4
Comments: _____					
4. Vendor's record keeping and billing accuracy	0	1	2	3	4
Comments: _____					
5. Vendor's responsiveness and success at addressing problems that arise:	0	1	2	3	4
Comments: _____					
6. Overall satisfaction with Vendor.	0	1	2	3	4
Comments: _____					

PAST PERFORMANCE VERIFICATION FORM (CONT.)

7. What are their strengths as an Occupational Health service provider?

8. What are their drawbacks as an Occupational Health service provider?

9. Any other information that you would like to share about the Vendor:

EXHIBIT A

PAST PERFORMANCE VERIFICATION EVALUATION SUBMITTALS

LIST OF THOSE AGENCIES OR FIRMS WHO WILL BE SUBMITTING EVALUATIONS TO NWFD

Please list the agency or firm name, address, phone number and contact information for the firms that will be providing the Past Performance Verification Form. It is the **responsibility of the firm** to ensure that NWFD receives all of the Past Performance Verification Forms prior to the submittal deadline. Failure to provide evaluations by date and time specified will result in no score for that specific evaluation.

1. _____

2. _____

3. _____

END OF APPENDIX IV

The following section will be used as an evaluation tool for award. Please complete the checklist to ensure your compliance to requested needs.

VENDOR INFORMATION/SERVICE: All offerors must demonstrate the willingness and capability of providing substantial local service which may require the availability of an on-site sales representative and local stocking facility as may be determined in the District's best interest. All out-of-town vendors must be willing to accept collect telephone calls or provide a toll-free number.

Address and/or E-mail to which purchase orders are to be sent.

COMPLIANCE TO SCOPE OF WORK

Is Descriptive literature enclosed?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is Offer and Acceptance Page properly signed? Proposals submitted without an original, signed Offer and Acceptance Page may be deemed nonresponsive.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Are addendums signed and attached? https://nwfdaz.gov/notices/purchasing	Yes <input type="checkbox"/>	No <input type="checkbox"/>

PRICE

Please Indicate number of days that prices are firm.	
Are prices indicated by unit and totals?	Yes <input type="checkbox"/> No <input type="checkbox"/>

OFFER AND ACCEPTANCE**RESPONDENT SHALL COMPLETE THE FOLLOWING INFORMATION IN INK AND SUBMIT WITH THEIR BID**

Print or type in ink the requested information. **TYPEWRITTEN RESPONSES ARE PREFERRED.**

OFFER**TO THE NORTHWEST FIRE DISTRICT**

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. Signature also certifies understanding and compliance with paragraph (1) of the Northwest Fire District Standard Terms and Conditions.

For clarification of this offer, contact:

Company Name

Address

City State Zip

Name: _____

Phone: _____

Fax: _____

E-mail: _____

Signature of Person Authorized to Sign

Printed Name

Title

CERTIFICATION

By signature in the Offer Section above, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted offer.

Failure to provide a valid signature affirming the stipulations required by these clauses shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Request For Proposal, including all terms, conditions, specification, amendments, etc. and the Contractor's Offer as accepted by the District.

This contract shall henceforth be referred to as Contract No. 25-04-C29. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order.

NORTHWEST FIRE DISTRICT, a political subdivision

Approved as to form this _____ day of _____, 2024.

Awarded this _____ day of _____, 2024.

Norman K. Brad Bradley III
As Northwest Fire District Fire Chief and not personally

George Carter
As Northwest Fire District Chair and not personally

Thomas A. Benavidez