

**GOLDER RANCH FIRE DISTRICT
GOVERNING BOARD MEETING
PUBLIC NOTICE AND AGENDA
REGULAR SESSION**

**Tuesday, September 15, 2020 9:00 a.m.
3885 East Golder Ranch Drive, Tucson, Arizona**

**DUE TO COVID-19 AND RELATED PRECAUTIONS IN-PERSON ATTENDANCE IS PROHIBITED
VIRTUAL MEETING- PLEASE SEE DETAILS BELOW**

Pursuant to ARS § 38-431.02, ARS § 38-431.03 and ARS § 38-431.05, the Golder Ranch Fire District Governing Board will meet in Regular Session that begins at approximately 9:00 a.m. on Tuesday, September 15, 2020. The meeting will originate at the Fire District Administration Board Room, which is located at 3885 East Golder Ranch Drive, Tucson, Arizona. The order of the Agenda may be altered or changed by direction of the Board. The Board may vote to go into Executive Session, which are not open to the public, on any agenda item pursuant to ARS § 38-431.03(A)(3) for discussion and consultation for legal advice with the Fire District Attorney on the matter(s) as set forth in the agenda item. The following topics and any reasonable variables related thereto will be subject to discussion and possible action.

- 1. CALL TO ORDER/ROLL CALL**
- 2. SALUTE AND PLEDGE OF ALLEGIANCE**
- 3. FIRE BOARD REPORTS**
- 4. CALL TO THE PUBLIC**

This is the time for the public to comment. Members of the Board are not permitted to discuss or take action on any item raised in the Call to the Public, which are not on the agenda due to restrictions of the Open Meeting Law; however, individual members of the Board are permitted to respond to criticism directed to them. Otherwise, the Board may direct staff to review the matter or that the matter be placed on a future agenda.

**** Please see revised instructions to speakers at the bottom of this agenda.**

5. CONSENT AGENDA

The consent portion of the agenda is a means of expediting routine matters, such as minutes or previously discussed or budgeted items that must be acted upon by the Board. Any item may be moved to Regular Business for discussion and possible action by any member of the Board.

- A. APPROVE MINUTES – AUGUST 18, 2020 REGULAR SESSION
- B. APPROVE MINUTES – AUGUST 18, 2020 EXECUTIVE SESSION



6. REPORTS AND CORRESPONDENCE

A. FIRE CHIEF'S REPORT - CHIEF KARRER

- UPDATES ON THE FOLLOWING AREAS:
 - MEETINGS, TRAININGS, AND EVENTS ATTENDED
 - POLITICAL & PUBLIC SAFETY INTERACTIONS/UPDATES
 - DISTRICT ACTIVITIES
 - PERSONNEL
 - COMMENDATIONS/THANK YOU CARDS RECEIVED
- BOARD SERVICES REPORT – MANAGER PAINTER
- COMMUNITY RELATIONS REPORT – MANAGER BRASWELL
- INFORMATION TECHNOLOGY REPORT – MANAGER RASCON
- LEADERSHIP TEAM REPORT – PRESIDENT JONES

B. EMERGENCY/LIFE SAFETY SERVICES ASSISTANT CHIEF'S REPORT - CHIEF BRANDHUBER

- UPDATES ON THE FOLLOWING AREAS:
 - ASSISTANT CHIEF'S ACTIVITIES FOR THE MONTH
 - EMS
 - FINANCE
 - FIRE AND LIFE SAFETY SERVICES
 - HEALTH AND SAFETY
 - HONOR GUARD/PIPES AND DRUMS
 - HUMAN RESOURCES
 - OPERATIONS
 - SPECIAL OPERATIONS
 - TRAINING
 - WILDLAND

C. LOGISTICS & SPECIAL PROJECTS ASSISTANT CHIEF'S REPORT - CHIEF ABEL

- UPDATES ON THE FOLLOWING AREAS:
 - ASSISTANT CHIEF'S ACTIVITIES FOR THE MONTH
 - SPECIAL PROJECTS
 - LOGISTICS

7. REGULAR BUSINESS

- A. DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL OF THE CONTRACT FOR CREDIBILITY ASSESSMENTS AND OTHER SERVICES AS NEEDED BETWEEN BIG DOG SECURITY SOLUTIONS AND GOLDER RANCH FIRE DISTRICT
- B. DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL OF A CONTRACT FOR OCCUPATIONAL HEALTHCARE PROVIDER SERVICES FOR ALL DISTRICT PERSONNEL BETWEEN BANNER OCCUPATIONAL HEALTH AND GOLDER RANCH FIRE DISTRICT



- C. DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL OF A CONTRACT FOR ANNUAL MEDICAL EVALUATIONS AND PRE-EMPLOYMENT MEDICAL EXAMINATIONS FOR UNIFORM PERSONNEL BETWEEN 1582 AND GOLDER RANCH FIRE DISTRICT
- D. DISCUSSION AND POSSIBLE ACTION REGARDING THE GOLDER RANCH FIRE DISTRICT RECONCILIATION AND MONTHLY FINANCIAL REPORT
- E. EXECUTIVE SESSION: THE BOARD MAY VOTE TO GO INTO EXECUTIVE SESSION PURSUANT TO A.R.S. §38-431.03.A(1) FOR THE PURPOSE OF DISCUSSION AND REVIEW OF THE FIRE CHIEF'S ANNUAL GOALS AND PERFORMANCE MEASURES
- F. DISCUSSION AND POSSIBLE ACTION REGARDING THE FIRE CHIEF'S ANNUAL GOALS AND PERFORMANCE MEASURES

8. FUTURE AGENDA ITEMS

This provides an opportunity for the Board to direct staff to include items on future agendas for further consideration and decision at a later date or to further study the matter.

- Regularly scheduled meeting – October 20, 2020

9. CALL TO THE PUBLIC

This is the final opportunity, on this agenda, for a member of the public to address the Governing Board. Please refer to agenda item four (4) for additional clarification and direction.

10. ADJOURNMENT

In-person attendance by members of the public will be prohibited due to the current COVID-19 social distancing restrictions.

Members of the public can watch public meetings online or join the meeting via a teleconference (details on how to watch or listen are listed below) and, where appropriate, participate by the following electronic means: if a member would like to submit a comment or question, also known as a speaker card, please email the Board Services Manager at bpainter@grfdaz.gov no later than 30 minutes to prior to the start of the public meeting. If the sender wants it to be read at the meeting (which may or may not occur, in part or in its entirety, as appropriate under the circumstances), comments shall be limited to no more than 500 words or three minutes as read aloud. Such emails shall also identify the name and address of speaker, and whether the sender wants the email read during the Call to the Public section or a specific agenda item.

To view the meeting online please visit our website at grfdaz.gov/grfd-agenda-minutes, there is an agenda posted, with background information linked to each agenda item. There is also a link to view the meeting online. If you would like to call and listen to the meeting via telephone please dial (Toll Free) 1.888.788.0099 - Webinar ID: 968 4531 6924



Wally Vette, Clerk of the Board
Golder Ranch Fire District

If any disabled person needs any type of accommodation, please notify the Golder Ranch Fire District Administration at (520) 825-9001 prior to the scheduled meeting. A copy of the agenda background material provided to Board members (with the exception of material relating to possible executive sessions) is available for public inspection at the administration office, 3885 E Golder Ranch Drive, Tucson, Arizona 85739.

Posted By: Brooke Painter 8/11/2020 at 2:00 p.m.



**GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM**

TO: Governing Board

FROM: Brooke Painter, Board Services Manager

DATE: September 15, 2020

SUBJECT: Fire Board Reports

ITEM #: 3

REQUIRED ACTION: Discussion Only Formal Motion Resolution

RECOMMENDED ACTION: Approve Conditional Approval Deny

SUPPORTED BY: Staff Fire Chief Legal Review

BACKGROUND

This item allows for the Fire Board Members to report to the public and/or staff any events, meetings, conferences, etc. they may have attended and/or points of interest that took place throughout the month.

RECOMMENDED MOTION

No motion is necessary for this agenda item.

**GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM**

TO: Governing Board

FROM: Randy Karrer, Fire Chief

DATE: September 15, 2020

SUBJECT: Call to the Public

ITEM #: 4

REQUIRED ACTION: Discussion Only Formal Motion Resolution

RECOMMENDED ACTION: Approve Conditional Approval Deny

SUPPORTED BY: Staff Fire Chief Legal Review

BACKGROUND

This is the time for the public to comment. Members of the Board may not discuss items that are not on the agenda. The Board is not permitted to discuss or take action on any item raised in the Call to the Public, which are not on the agenda due to restrictions of the Open Meeting Law; however, individual members of the Board are permitted to respond to criticism directed to them. Otherwise, the Board may direct staff to review the matter or that the matter be placed on a future agenda. ** Please see revised instructions to speakers at the bottom of the agenda.

RECOMMENDED MOTION

No motion is necessary for this agenda item.

**GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM**

TO: Governing Board

FROM: Brooke Painter, Board Services Manager

DATE: September 15, 2020

SUBJECT: APPROVE MINUTES – AUGUST 18, 2020 REGULAR SESSION
APPROVE MINUTES – AUGUST 18, 2020 EXECUTIVE SESSION

ITEM #: 5A-B

REQUIRED ACTION: Discussion Only Formal Motion Resolution

RECOMMENDED ACTION: Approve Conditional Approval Deny

SUPPORTED BY: Staff Fire Chief Legal Review

BACKGROUND

In compliance with A.R.S. §38-431.01, approval of:

- A. APPROVE MINUTES – AUGUST 18, 2020 REGULAR SESSION
- B. APPROVE MINUTES – AUGUST 18, 2020 EXECUTIVE SESSION

RECOMMENDED MOTION

Motion to approve the September 15, 2020 Consent Agenda.

**GOLDER RANCH FIRE DISTRICT
GOVERNING BOARD MEETING
REGULAR SESSION MINUTES
August 18, 2020 9:00 a.m.
3885 East Golder Ranch Drive, Tucson, Arizona**

1. CALL TO ORDER/ROLL CALL

Fire Board Vice-Chairperson Hudgins called the meeting to order on Tuesday, August 18, 2020 at 9:02 a.m.

Members Present: Board Vice-Chair Richard Hudgins, Clerk Wally Vette (via Zoom), Board Member Steve Brady

Excused Absence: Board Chairperson Vicki Cox Golder, Board Member Albert Pesqueira

Staff Present: Fire Chief Randy Karrer, Assistant Chief Patrick Abel, Assistant Chief Brandhuber, Community Relations Manager Anne-Marie Braswell (via Zoom), Finance Manager Dave Christian, Board Services Manager Brooke Painter, and Legal Counsel Donna Aversa (via Zoom)

2. SALUTE AND PLEDGE OF ALLEGIANCE

All in attendance recited the Pledge of Allegiance.

3. FIRE BOARD REPORTS

There were no reports made by any of the Governing Board Members.

4. CALL TO THE PUBLIC

There were no public issues presented.

5. CONSENT AGENDA

A. APPROVE MINUTES – JULY 21, 2020 REGULAR SESSION

B. APPROVE THE CANCELLATION OF THE GENERAL ELECTION FOR THE UNCONTESTED GOVERNING BOARD RACE FOR THE GOLDER RANCH FIRE DISTRICT, SCHEDULED FOR NOVEMBER 3, 2020

MOTION by Board Member Brady to approve the August 18, 2020 Consent Agenda

MOTION SECONDED Clerk Vette

MOTION CARRIED 3/0



6. REPORTS AND CORRESPONDENCE

- A. FIRE CHIEF'S REPORT – Chief Karrer presented the fire chief's report to the Governing Board. He added that he has had staff look into options to reduce the PSPRS unfunded liabilities through bond options. He also added that the senior staff met and looked at the feasibility of moving into phase two of the bond sales and would like to begin those projects. Clerk Vette asked about the geo-tabs and notification settings that were placed inside the vehicles; Chief Karrer and Chief Abel both answered his question. There were no further questions or comments from the Governing Board.
- BOARD SERVICES REPORT – Board Services Manager Painter stated that her report was included in the board packet. There were no further questions or comments from the Governing Board.
 - COMMUNITY RELATIONS REPORT – Community Relations Manager Braswell stated that her report was included in the board packet. There were no further questions or comments from the Governing Board.
 - INFORMATION TECHNOLOGY REPORT – IT Manager Rascon was not present; however, Chief Karrer stated that his report was included in the board packet. There were no further questions or comments from the Governing Board.
 - LEADERSHIP TEAM REPORT – President Jones was not present.
- B. EMERGENCY/LIFE SAFETY SERVICES ASSISTANT CHIEF'S REPORT – Chief Brandhuber presented the Emergency/Life Safety Services Assistant Chief's report to the Governing Board. Chief Brandhuber added that Chief Cesarek would be presenting the ambulance-billing portion of the financial reports. Chief Brandhuber answered a question from Vice-Chair Hudgins about any damage from recent storms. There were no further questions or comments from the Governing Board.
- C. LOGISTICS AND SPECIAL PROJECTS ASSISTANT CHIEF'S REPORT – Chief Abel presented the Logistics and Special Projects Assistant Chief's report to the Governing Board. He gave kudos to the logistics team and fire supply for all of their work on the OPIQ program. Because we have had great success with many of the program's features, Chief Hilderbrand was asked to give a presentation about the system to show how we utilize its various functions. There were no further questions or comments from the Governing Board.



7. REGULAR BUSINESS

- A. DISCUSSION AND POSSIBLE ACTION APPROVING RESOLUTION NUMBER 2020-0008 AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT AND RELATED DOCUMENTS FOR THE LEASE PURCHASE OF CERTAIN ENERGY CONSERVATION EQUIPMENT; DELEGATING THE AUTHORITY TO THE FIRE CHIEF OF THE DISTRICT AND THE FINANCE MANAGER OF THE DISTRICT OR THEIR DESIGNEE TO DETERMINE CERTAIN MATTERS WITH RESPECT TO THE LEASE-PURCHASE AGREEMENT AND RATIFYING ALL ACTIONS TAKEN OR TO BE TAKEN TO FURTHER THIS RESOLUTION

Manager Christian explained that this resolution allows financing options to purchase solar panels, which were an approved purchase by the Board previously. He continued that this allows for Chief Karrer to execute the best option that is presented by our financial group for an amount not to exceed \$1,100,000, with an interest rate not to exceed 4% APR, and for a period of time not to exceed 15 years. Manager Christian and Chief Abel answered questions from the governing board.

MOTION by Clerk Vette to approve Resolution #2020-0008 to authorize the District to enter into a lease agreement in a principal amount not to exceed \$1,100,000 and an interest rate not to exceed 4% APR, and for a period of time not to exceed 15 years

MOTION SECONDED by Board Member Brady

MOTION CARRIED 3/0

- B. DISCUSSION AND POSSIBLE ACTION REGARDING THE GOLDER RANCH FIRE DISTRICT RECONCILIATION AND MONTHLY FINANCIAL REPORT

Finance Manager Christian presented the monthly financials and reconciliation for Golder Ranch Fire District to the Governing Board. Chief Karrer added that we have sent crews to California and to the fire behind the Tortolita Mountains. Deputy Chief Cesarek provided the Board an update on the EMS billing. There were no further questions or comments from the Governing Board.

MOTION by Clerk Vette to approve and accept the Golder Ranch Fire District reconciliation and monthly financial reports as presented

MOTION SECONDED by Board Member Brady

MOTION CARRIED 3/0

- C. EXECUTIVE SESSION: THE BOARD MAY VOTE TO GO INTO EXECUTIVE SESSION PURSUANT TO A.R.S. §38-431.03.A(1) FOR THE PURPOSE OF DISCUSSION AND REVIEW OF THE FIRE CHIEF'S ANNUAL PERFORMANCE EVALUATION AND EMPLOYMENT CONTRACT

- D. EXECUTIVE SESSION: THE BOARD MAY VOTE TO GO INTO EXECUTIVE SESSION PURSUANT TO A.R.S. §38-431.03.A(3) FOR THE PURPOSE OF CONSULTATION OR LEGAL ADVICE REGARDING A CONFIDENTIAL PERSONNEL MATTER AND POSSIBLE LITIGATION



MOTION by Clerk Vette to enter into executive session pursuant to A.R.S. §38-431.03.A(1) for the purpose of discussion and review of the fire chief's annual performance review and employment contract and pursuant to A.R.S. §38-431.03.A(3) for legal advice at 9:31 a.m.

MOTION SECONDED by Board Member Brady

MOTION CARRIED 3/0

Those present in executive session were the Board Members, Chief Karrer, Attorney Aversa (via telephone) and Manager Painter.

The Board reconvened into regular session at 10:08 a.m.

Board Vice-Chair Hudgins reminded those in attendance Executive Sessions are confidential pursuant to ARS §38-431.03(C).

E. DISCUSSION AND POSSIBLE ACTION REGARDING THE FIRE CHIEF'S ANNUAL PERFORMANCE EVALUATION AND EMPLOYMENT CONTRACT

MOTION by Clerk Vette to review Chief Karrer's goals at the September board meeting, as well as review the Chief Karrer's contract at the January 2021 meeting

MOTION SECONDED by Board Member Brady

MOTION CARRIED 3/0

8. FUTURE AGENDA ITEMS

This provides an opportunity for the Board to direct staff to include items on future agendas for further consideration and decision at a later date, or to further study the matter.

- Regularly Scheduled Meeting – September 15, 2020

9. CALL TO THE PUBLIC

There were no public issues presented.

10. ADJOURNMENT

MOTION by Clerk Vette to adjourn the meeting at 10:10 a.m.

MOTION SECONDED by Board Member Brady

MOTION CARRIED 3/0

Wally Vette, Clerk of the Board
Golder Ranch Fire District
b/p



**GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM**

TO: Governing Board

FROM: Randy Karrer, Fire Chief

DATE: September 15, 2020

SUBJECT: REPORTS AND CORRESPONDENCE

ITEM #: 6A – 6C

REQUIRED ACTION: Discussion Only Formal Motion Resolution

RECOMMENDED ACTION: Approve Conditional Approval Deny

SUPPORTED BY: Staff Fire Chief Legal Review

BACKGROUND

- A. Fire Chief’s Report – Chief Karrer
 - Updates on the following areas:
 - Meetings/Trainings and Events Attended
 - Political & Public Safety Interactions
 - District Activities
 - Personnel
 - Commendations/Thank You Cards Received
 - Board Services Report – Manager Painter
 - Community Relations Report – Manager Braswell
 - Information Technology Report – Manager Rascon
 - Leadership Team Report – President Jones
- B. Operations Assistant Chief’s Report – Chief Brandhuber
 - Updates on the following areas:
 - EMS
 - Finance
 - Fire and Life Safety Services
 - Health And Safety
 - Honor Guard/Pipes And Drums
 - Human Resources
 - Operations
 - Special Operations
 - Training
 - Wildland
- C. Logistics & Special Projects Assistant Chief’s Report – Chief Abel
 - Updates on the following areas:
 - Logistics
 - Special Projects

RECOMMENDED MOTION

No motion is necessary for this agenda item.



CHIEF'S REPORT

Fire Chief – Randy Karrer

August 2020

Meetings, Trainings & Events Attended for the Month

I conducted command weekly staff briefings and direct reports meetings.

I conducted the Fire Chief's status meeting with all of the managers and division heads.

We conducted the monthly governing board meeting. Finance Manager Christian provided funding options for financing the solar project. My annual evaluation and contract was on the agenda as well. The evaluation portion was coordinated by our legal counsel, Donna Aversa. I did not request any changes to the contract.

I participated in a Zoom call with our health insurance broker, along with senior staff, Human Resources (HR) staff and union leadership. Our self-funded program has performed extremely well so far and we actually saw a reduction in some of the claim costs. This was largely due to the focused efforts of our Health & Safety division. Great job!

I met with Union President Jones to discuss a variety of issues and future plans.

I met with Oro Valley Police Department (OVPD) Chief Riley over lunch. We discussed a variety of items and projects that will benefit both departments. This continues to be a very strong and collaborative relationship that provides a strong support system to the community we serve.

I attended the Oro Valley Executive Leadership Team (ELT) virtual meeting. This was the last meeting for Lynda Koepfer, the long-time executive assistant to the Town of Oro Valley Manager, Mayor, and Council, as she is set to retire. We wish her the best in her retirement; it is well-deserved.

I participated in the Greater Oro Valley Chamber annual meeting via Zoom.

I attended the Arizona Ambulance Association (AzAA) monthly meeting via Zoom. Chief Brandhuber served as vice president.

I participated in a Zoom conference call with the Arizona Fire Chiefs Association (AFCA) Executive Board and the Director of the Arizona Division of Emergency Management, Butch Wise, to discuss the state mutual aid program.

I attended the AFCA Mutual Aid Committee meeting with the AFCA regional directors.

Chief Brandhuber and I attended the Special Districts Symposium virtually.

I participated in the Southern Arizona Fire/EMS Regional Consortium (SAFERC) communications monthly conference call. We have been considering a shared geographic information system (GIS) position that would benefit all agencies but, especially, Golder Ranch Fire District (GRFD). We currently do not have that capability.

I participated in the Pima County Wireless Integrated Network (PCWIN) Board of Directors Zoom call. Executive Director Rick Brown announced his upcoming retirement in November. A national search for his replacement will be conducted. The radio system has functioned well and we should see improvements in the area of Oracle and Tangerine in the coming months. The Pinal County Sheriff's Department is also working with PCWIN to connect their system.

Political & Public Safety Interactions & Updates

Attached is the Arizona Fire Districts Association (AFDA) legislative update.

Attached is a Public Safety Personnel Retirement System (PSPRS) cost modeler that is used to calculate liability. Included in that email is a flyer outlining the initiative that the City of Flagstaff passed to reduce their PSPRS liability through a bonding mechanism. Unfortunately, fire districts do not have the ability to pass such an initiative. AFDA has begun working on legislation to allow that as an option.

I was informed that Erin Oller, Chief Operating Officer (COO) of Oro Valley Hospital, will be returning to Oklahoma. Jennifer Schomburg, the current Chief Executive Officer (CEO) of Northwest Medical Center, will take over. Since Northwest Medical Center and Oro Valley Hospital are owned by the same company, Jennifer will split her time between both hospitals and her current COO will take over her previous duties overseeing the Northwest clinics. I spoke with Jennifer in detail about the change. I also hosted a breakfast with Jennifer and OVPD Chief Riley. Because of the close connection Chief Riley and I have, and how we

respond to EMS calls in Oro Valley, I wanted to ensure that we all started off on the right foot, as Oro Valley Hospital is our base hospital. It was a great opportunity to get to know Jen.

I shot a public service announcement (PSA) video for “disaster preparedness” in a joint effort with OVPD. Chief Riley was the star for OVPD.

We renewed the fleet maintenance contract with the Town of Oro Valley for maintenance on OVPD response vehicles. This is a 5-year contract approved by the Council and Fire Board that is revisited and renewed annually, as per the conditions in the contract.

The Pima County Board of Supervisors notified us that they have canceled our board election for November 3, 2020. The incumbents will remain in their positions.

I participated in a planning session with many other fire chiefs from around the state on a new training concept for the State of Arizona fire service. We have been creating a 2-week program entitled, “Arizona Fire Chiefs Academy,” specifically designed to train and educate those who aspire to be fire chiefs, or those whom have recently become fire chiefs. The program was modeled after a successful program in Texas and will result in the attendees receiving certification as Certified Fire Executives through the Center for Public Safety Excellence (CPSE). I am excited about being a founding contributor of this program and hope that it is equally as successful as our partners’ in Texas.

District Activities for the Month

We implemented a digital fingerprinting system in partnership with AZ Department of Public Safety and their assigned vendor, Gemalto. This was especially needed as educators and daycare workers began to return to work in alternative settings. This is a public service that we believe will assist many while having a relatively low impact on our work flow. Special thanks to Allison Delong in HR and Administrative Assistant Maggie Hernandez for implementing this process.

Chiefs Robb and Hurguy continued to impress us with their communication skills. The latest effort to ensure information is timely, accurate and easily accessible is through a GRFD podcast. This is yet another platform that we initiated to get current information and concepts out to our personnel. Chiefs Robb and Hurguy have already done a great job with the “News from the Ranch” videos. The discussions in the podcasts will focus on leadership styles, having difficult conversations, perspectives on current issues, as well as a variety of other

topics. The podcasts will not be confined to only GRFD, they will be open to the public. We are very excited about this new platform. Episode 1 included an interview with me, episode #2 included an interview with Union President Ben Jones, and episode 3 included an interview with Chief Brandhuber. Click here to listen to both [GRFD Podcast RSS Feed](#). For the latest edition of “News from the Ranch,” click [here](#).

I met with Health & Safety and Operations to discuss our annual fit-for-duty physicals.

Auditors from Zoll, our EMS billing Electronic Patient Control (EPC) software provider, were on site to evaluate our operations and to ensure we have been using the software as it was designed. Our collection rate was already very good, thanks to our “rock star” billing staff, but we wanted be sure to take advantage of any opportunity for improvement.

Chief Brandhuber, Manager Christian and I participated in a call with Mark Reader, our financial advisor from Stifel. We discussed options to assist us in our PSPRS unfunded liability. Since interest rates are at historic lows, there are many unique possibilities that agencies are considering. The City of Flagstaff was able to “refinance” their liability using real property as collateral; see attached case study and press release. Unfortunately, fire districts are not able to do that without legislative change. However, after a detailed discussion with Mark and our bond attorney, Mike Cafiso, it became clear that this type of a financial tool could save the District a significant amount of money over the long term. Currently, we are spending greater than 7.3% interest on our \$19 million unfunded liability. This may seem like a large number, but GRFD is actually extremely well-funded at greater than 72%. If we took advantage of the low-interest bond rates at approximately 2.25% using real property that is already owned by the District as collateral, we could save over 5% in interest. This would equate to a significant savings in interest paid over the life of the PSPRS liability. Although the exact amount will vary, I estimate a possible savings of \$8.5 million over the life of the debt. It would be similar to refinancing a home and using the equity of the home to pay off high-interest credit cards. Therefore, I have requested that we obtain our specific financial information from PSPRS so we can provide a more detailed presentation to the Board. I will also be working at the state level to begin discussion of what legislative change would be needed. To me this is a “no brainer” and could yield significant financial savings. GRFD enjoys a AA bond rating, which on that merit alone is very impressive, but we are also very financially secure, possibly the most financially secure fire district in the state. This would clearly have a lasting impact and solidify the financial future of the District for many years to come.

Chiefs Brandhuber, Hurguy, Robb, Hilderbrand, Manager Christian and I met to discuss phase 2 of the bond projects and possible adjustments to the sale schedule. We discussed the projects currently being executed, and the possible need to adjust future projects in phase 2 due to construction costs, COVID challenges and bond interest rates. We also discussed the property adjacent to station 379. Although that parcel is a corner lot, it is not useable. There is drainage wash within the parcel that would require the purchase of the land immediately to the east and would likely be very expensive. Therefore, we have been evaluating whether that is even feasible, or if we would be better off selling the property. In that case, we could look at other property that would meet our needs more effectively.

Chiefs Abel, Brandhuber and I met with Robson communities to discuss the construction of a permanent location for station 378. We felt that moving outside of the community would be the best option. Chiefs Abel, Brandhuber and I later met with members of the Robson development staff for Saddlebrooke Ranch. We discussed GRFD assistance with the development of an evacuation plant for the community, the current alternative access road, and the property for station construction. Robson attempted to purchase land from the state that is outside of the community; however, the Arizona State Land department valued this property as commercial retail. We have begun to evaluate all options to include alternative sites.

I met with Chief Miller to provide a tour of the northern battalion, including an overview of station locations and future development. Chief Miller is well connected in Pinal County and will assist us as we navigate through the land issues for station 378.

The remodels of the lobbies at the north administration building and the Fire & Life Safety building will begin in the coming weeks. This will secure the entries to the buildings while also providing a barrier to further protect our staff from possible COVID-related exposures.

Our crews participated in a multiple alarm apartment fire off of Mona Lisa and Ina Roads. The fire was contained to the apartment of origin with smoke and water damage to multiple other apartments. There were no firefighter injuries.

We responded to some very difficult calls with our partners from OVPD. They were extremely challenging for our crews. We are grateful for the resources available through the District and the Town of Oro Valley to better handle these types of incidents.

We responded to yet another fire in the Tortolita mountains, which was likely started by dry lighting.

We received a great amount of rain in the area but, fortunately, did not experience significant flooding.

Personnel Updates

Three of our firefighters informed us they accepted positions for Mesa Fire and Medical Department. All three live in the Phoenix area and commuted to GRFD. As such, we began the process for replacement of those individuals. We have begun evaluating a variety of processes to improve our selection process. More in-depth psychological evaluations and the use of eye detection are some things that have been considered.

We opened up our recruitment for recruit firefighters. This will be a likely be a “green” academy where we will train the recruits in firefighting skills and also Emergency Medical Technology (EMT). This went public via our website and social media. Follow this link for details: [Regular Memo 20-048 Job Posting – Recruit Firefighter](#).

The school year began and, in most cases, it is an online or remote program. We had a detailed discussion with HR and senior staff about requests from employees to work from home to support their children in the online learning format. We have been supportive of our employees navigating these new challenges, but recognize that only certain job descriptions can accommodate this type of request. This has been dealt with on a case-by-case basis and has allowed the managers to determine if the workload can be accomplished by the employee effectively. The situation became more difficult when hourly and salary employees were requesting the accommodation. This is a temporary situation that we will continue to monitor closely.

Commendations and Thank You Letters Received for the Month

- Thank you note for Paramedic Trevor Carlson, Engineer Rodolfo Santacruz, Engineer Francis Gerl, and Probationary Firefighter Paxton Moran. The author included a \$150.00 donation.
- Thank you card for Paramedic Tobin Johnson, Engineer Keith Burgle, Fire Medic Jason Johns, Probationary Firefighter Daniel Brandon, Fire Medic David Deadman, and Probationary Firefighter Molly Kolt.

- Thank you card for Firefighter Darrell Newburn and Firefighter Jacob Lopez.
- Letter of appreciation for Captain Jose Ahumada, Engineer Dan Gordon, Fire Medic Mark Tenney, and Probationary Firefighter John Baron.

Hernandez, Maggie

From: John Flynn <johnflynn@azfireadvisor.com>
Sent: Monday, August 24, 2020 6:42 AM
To: AFDA Admin
Subject: AFDA Weekly Legislative & Political Report - 8/24/20
Attachments: 2020 Arizona General Election Candidates (1).pdf

Importance: High

- The state's economy continues to outperform forecasts associated with the COVID-19 slowdown. The Joint Legislative Budget Committee (JLBC) reported the state closed FY20 with an estimated \$377 million general fund surplus (initially projected as \$190M EOY deficit). The state's FY21 forecast has been revised to what is now projected as a \$62 million deficit (down from a projected \$577M deficit for FY21). August's [Joint Legislative Budget Committee \(JLBC\) Report](#) provides details for all economic activity and associated tax revenues. For fire districts, the housing sector remains strong with value appreciation and growth outperforming the general economy. A robust housing sector should help ameliorate the property value losses anticipated for commercial and business properties due to COVID-19. A note of caution: The FHA is reporting a record number of federally guaranteed home loans are currently in arrears. Whether these loans are granted forbearance, and ultimately how many homeowners have the ability to make mortgage payments post COVID-19 remains to be determined. Fire districts serving communities located outside the state's metro areas are particularly vulnerable to housing market volatility as evidenced by the economic recession of 2008.
- The PSPRS Board of Trustees will meet on Wednesday, August 26, 2020 at 9:30 a.m. to make changes to the pension system's actuarial components for FY22. Proposed changes include reducing the employer payroll growth rate 0.5 (3.5 to 3.0) and using layering to address any new unfunded liabilities to eliminate negative amortization going forward. Attendance is via ZOOM only: [PSPRS BOT Livestream](#)
- Early voting / mail balloting begins for the November 3 General Election in 44 days. Sixteen legislative candidates (5 GOP / 11 DEM) secured their respective seats in the primary election and face no general election challenger. Democrats secured both the Senate and House seats in Legislative Districts (LD) 3, 19, and 30 in the primary election. GOP candidates secured one Senate seat and six House seats, while DEM lawmakers secured five Senate seats and six house seats in the primary election. Attached is a detailed summary of the legislative candidates for each of the 30 LDs', along with the voter registration breakdown count for each (*provided courtesy of Clarus Group*).

54th Arizona Legislature – 2nd Regular Session: Fire Service Legislative Bill Monitoring

The legislature adjourned *sine die* on May 26th, 2020. The general effective date for legislation passed during the session is August 25, 2020. Fire service priority bills and or select fire service bills of interest which were awaiting action at adjournment are listed below.

- **S1160: FIREFIGHTERS; CANCERS; PRESUMPTION; WORKERS' COMPENSATION** (Sen. Carter R-15, Phoenix) **DEAD.**
- **S1307: FIRE DISTRICTS; AMENDMENTS** (Sen. Borrelli R-5, Lake Havasu) **DEAD.**
- **S1398: TAX OMNIBUS** (Sen. Mesnard R-17, Chandler) **DEAD.**
- **H2313: FIRE SPRINKLERS; EXISTING BUILDINGS; PROHIBITION** (Rep. Grantham R-12, Gilbert) **DEAD.**
- **H2440: DEATH BENEFIT; TRANSITIONAL HOUSING BENEFIT** (Rep. Finchem, R-11, Tucson) **DEAD.**
- **H2631: PSPRS; LOCAL BOARDS; DUTIES; CONSOLIDATION** (Rep. Blackman, R- 6, Payson) **DEAD.**

Legislative & Political Calendar

- **October 7th** – Mail ballots go out for Nov. 3 General Election (44 days)

- **November 3rd** – General Election (*71 days*)
- **December 1st** – Elected fire board members terms of office begin

Upcoming at AFDA

- **August** – *no AFDA Board meeting in August*
- **September 3, 2020** – AFDA Board Meeting – Thursday, September 3, 2020 at 10:00 a.m. NOTE: ZOOM TELECONFERENCE ONLY (*on site meetings cancelled until further notice*)



John Flynn

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2020 Candidates | Arizona Legislature

Legislative District	Arizona Senate	Arizona House of Representatives
District 1	<u>Karen Fann</u> ** – R	<u>Selena Bliss</u> – R <u>Judy Burges</u> – R <u>Ed Cocchiola</u> – R <u>Quang Nguyen</u> – R <u>Steven Sensmeier</u> – R <u>Judy Stahl</u> – D
<i>Republican 51% Democratic 19% Other 30%</i>		
District 2	<u>Rosanna Gabaldón</u> – D (currently serving in the House) <u>Mark Workman</u> – R	<u>Andrea Dalessandro</u> – D (currently serving in the Senate) <u>Daniel Hernandez</u> ** – D <u>Deborah McEwen</u> – R <u>Luis Parra</u> – D <u>William “Billy” Peard</u> – D
<i>Democratic 43% Other 33% Republican 24%</i>		
District 3	<u>Sally Ann Gonzales</u> ** – D	<u>Andres Cano</u> ** – D <u>Alma Hernandez</u> ** – D <u>Javier Soto</u> – D ±
<i>Democratic 52% Other 31% Republican 17%</i>		
District 4	<u>Travis Angry</u> – R <u>Lisa Otondo</u> ** – D	<u>Charlene Fernandez</u> ** – D <u>Joel John</u> – R <u>Geraldine “Gerae” Peten</u> ** – D
<i>Democratic 40% Other 37% Republican 23%</i>		

Legislative District	Arizona Senate	Arizona House of Representatives
District 5	<u>Sonny Borelli</u> ** – R	<u>Leo Biasucci</u> ** – R <u>Regina Cobb</u> ** – R
<i>Republican 49% Other 34% Democratic 17%</i>		
District 6	<u>Sylvia Tenney Allen</u> ** – R <u>Felicia French</u> – D <u>Wendy Rogers</u> – R	<u>Art Babbott</u> – Independent <u>Brenda Barton</u> – R <u>Walter “Walt” Blackman</u> ** – R <u>Coral Evans</u> – D
<i>Republican 38% Other 31% Democratic 30%</i>		
District 7	<u>Jamescita Peshlakai</u> ** – D	<u>Jim Parks</u> – R <u>David Peelman</u> – R <u>Arlando Teller</u> ** – D <u>Myron Tsosie</u> ** – D
<i>Democratic 51% Other 27% Republican 21%</i>		
District 8	<u>T.J. Shope</u> – R (currently serving in the House) <u>Barbara McGuire</u> – D	<u>Neal Carter</u> – R <u>David Cook</u> ** – R <u>Sharon Girard</u> – D <u>Frank Pratt</u> – R (currently serving in the Senate)
<i>Other 36% Republican 34% Democratic 31%</i>		
District 9	<u>Victoria Steele</u> ** – D	<u>Randall “Randy” Friese</u> ** – D <u>Pamela Powers Hannley</u> ** – D <u>Brendon Lyons</u> – R
<i>Democratic 42% Republican 29% Other 29%</i>		

Legislative District	Arizona Senate	Arizona House of Representatives
District 10	<u>Kirsten Engel</u> – D (currently serving in the House) <u>Justine Wadsack</u> – R	<u>Domingo DeGrazia</u> ** – D <u>Mabelle Gummere</u> – R <u>Stephanie Stahl Hamilton</u> – D <u>Michael Hicks</u> – R <u>Paul Stapleton-Smith</u> – D
<i>Democratic 41% Republican 30% Other 29%</i>		
District 11	<u>Vinden “Vince” Leach</u> ** – R <u>JoAnna Mendoza</u> – D <u>Linda Patterson</u> – D	<u>Mark Finchem</u> ** – R <u>Felipe R. Perez</u> – D <u>Bret Roberts</u> ** – R
<i>Republican 39% Other 32% Democratic 29%</i>		
District 12	<u>Warren Petersen</u> – R (currently serving in the House) <u>Lynsey Robinson</u> – D	<u>Mark Boesen</u> – R <u>Travis Grantham</u> ** – R <u>Jake Hoffman</u> – R
<i>Republican 46% Other 32% Democratic 23%</i>		
District 13	<u>Sine Kerr</u> ** – R	<u>Timothy Dunn</u> ** – R <u>Steve Montenegro</u> – R <u>Joanne Osborne</u> ** – R <u>Mariana Sandoval</u> – D
<i>Republican 42% Other 34% Democratic 25%</i>		

Legislative District	Arizona Senate	Arizona House of Representatives
District 14	<u>David Gowan</u> ** – R <u>Bob Karp</u> – D	<u>Kimberly “Kim” Beach-Moschetti</u> – D <u>Gail Griffin</u> ** – R <u>Ronnie Maestas-Condos</u> – D <u>Becky Nutt</u> ** – R
<i>Republican 42% Other 32% Democratic 26%</i>		
District 15	<u>Nancy Barto</u> – R (currently serving in the House) <u>Heather Carter</u> ** – R	<u>Kristin Dybvig-Pawelko</u> – D <u>Jarret Hamstreet</u> – R <u>Steve Kaiser</u> – R <u>Justin Wilmeth</u> – R
<i>Republican 42% Other 33% Democratic 25%</i>		
District 16	<u>Kelly Townsend</u> – R (currently serving in the House)	<u>John Fillmore</u> ** – R <u>Lisa Godzich</u> – R <u>Forest J. Moriarty</u> – R <u>Jacqueline Parker</u> – R
<i>Republican 42% Other 35% Democratic 22%</i>		
District 17	<u>J.D. Mesnard</u> ** – R <u>Allan “A.J.” Kurdoglu</u> – D	<u>Liz Harris</u> – R <u>Jennifer Pawlik</u> ** – D <u>Jeff Weninger</u> ** – R
<i>Republican 37% Other 34% Democratic 29%</i>		
District 18	<u>Sean Bowie</u> ** – D <u>Suzanne Sharer</u> – R	<u>Denise “Mitzi” Epstein</u> ** – D <u>Jennifer Jermaine</u> ** – D <u>Bob Robson</u> – R
<i>Democratic 35% Republican 33% Other 33%</i>		

Legislative District	Arizona Senate	Arizona House of Representatives
District 19	<u>Lupe Chavira Contreras</u> ** – D	<u>Jose Diego Espinoza</u> ** – D <u>Arturo Ramirez</u> – D ± <u>Lorenzo Sierra</u> ** – D <u>Leezah Sun</u> – D
<i>Democratic 45% Other 39% Republican 17%</i>		
District 20	<u>Paul Boyer</u> ** – R <u>Douglas Ervin</u> – D	<u>Shawanna Bolick</u> ** – R ± <u>Anthony Kern</u> ** – R <u>Judy Schwiebert</u> – D
<i>Other 35% Republican 34% Democratic 30%</i>		
District 21	<u>Rick Gray</u> ** – R <u>Brian Whitman</u> – D	<u>Kathy Knecht</u> – D <u>Randy Miller</u> – R <u>Kevin Payne</u> ** – R <u>Beverly Pingerelli</u> – R
<i>Republican 38% Other 34% Democratic 29%</i>		
District 22	<u>Van DiCarlo</u> – R <u>David Livingston</u> ** – R <u>Hop Nguyen</u> – R <u>Sarah Tyree</u> – D	<u>Frank Carroll</u> ** – R <u>Wendy Garcia</u> – D <u>Mary “Kathleen” Honne</u> – D <u>Ben Toma</u> ** – R
<i>Republican 47% Other 30% Democratic 23%</i>		

Legislative District	Arizona Senate	Arizona House of Representatives
District 23	<u>Seth Blattman</u> – D	<u>Joseph Chaplik</u> – R
	<u>Alexander Kolodin</u> – R	<u>John Kavanagh</u> ** – R
	<u>Michelle Ugenti-Rita</u> ** – R	<u>Eric Kurland</u> – D
		<u>Jay Lawrence</u> ** – R
<i>Republican 44% Other 31% Democratic 24%</i>		
District 24	<u>Lela Alston</u> ** – D	<u>Jennifer Longdon</u> ** – D
	<u>Ryan Starzyk</u> – D	<u>Amish Shah</u> ** – D
<i>Democratic 45% Other 34% Republican 21%</i>		
District 25	<u>Tyler Pace</u> ** – R	<u>Russell W. Bowers</u> ** – R
	<u>Paul Weigel</u> – D	<u>Suzanne Hug</u> – D
		<u>Kathy Pearce</u> – R
		<u>Michelle Udall</u> ** – R
<i>Republican 44% Other 32% Democratic 24%</i>		
District 26	<u>Jae Chin</u> – R	<u>Melody Hernandez</u> – D
	<u>Jana Lynn Granillo</u> – D	<u>Bill Loughrige</u> – R
	<u>Juan Mendez</u> ** – D	<u>Patrick Morales</u> – D
		<u>Debbie Nez-Manuel</u> – D
		<u>Athena Salman</u> ** – D
		<u>Seth “Marcus” Sifuentes</u> – R
<i>Democratic 39% Other 39% Republican 22%</i>		

Legislative District		Arizona Senate	Arizona House of Representatives
District 27		<u>Rebecca Rios</u> ** – D	<u>Reginald Bolding</u> ** – D
		<u>Garland Shreves</u> – R	<u>Catherine Miranda</u> – D
<i>Democratic 50% Other 36% Republican 14%</i>			
District 28		<u>Kate Brophy McGee</u> ** – R	<u>Kenneth R “Ken” Bowers, Jr.</u> – R
		<u>Christine Porter Marsh</u> – D	<u>Kelli Butler</u> ** – D
<i>Republican 36% Democratic 33% Other 31%</i>			
District 29		<u>Martín J. Quezada</u> ** – D	<u>Richard Andrade</u> ** – D
		John Wilson – R	<u>Billy Bragg</u> – R
<i>Democratic 44% Other 39% Republican 17%</i>			
District 30		<u>Otoniel “Tony” Navarrette</u> ** – D	<u>Robert Meza</u> ** – D
			<u>Raquel Terán</u> ** – D
<i>Democratic 42% Other 39% Republican 19%</i>			

2020 Candidates | Arizona Legislature

Legislative District	Arizona Senate	Arizona House of Representatives
District 1	Karen Fann ** – R Gilbert Carillo – D	Judy Burges – R Quang Nguyen – R Judy Stahl – D
<i>Republican 51% Democratic 19% Other 30%</i>		
District 2	Rosanna Gabaldón – D (currently serving in the House) Mark Workman – R	Andrea Dalessandro – D (currently serving in the Senate) Daniel Hernandez ** – D Deborah McEwen – R
<i>Democratic 43% Other 33% Republican 24%</i>		
District 3	Sally Ann Gonzales ** – D	Andres Cano ** – D Alma Hernandez ** – D
<i>Democratic 52% Other 31% Republican 17%</i>		
District 4	Travis Angry – R Lisa Otondo ** – D Gary Snyder – Independent (write-in candidate)	Charlene Fernandez ** – D Joel John – R Geraldine "Gerae" Peten ** – D
<i>Democratic 40% Other 36% Republican 24%</i>		
District 5	Sonny Borelli ** – R Amanda Murray – D (write-in candidate) Zachary Schul – D (write-in candidate)	Leo Biasiucci ** – R Regina Cobb ** – R
<i>Republican 50% Other 34% Democratic 16%</i>		

Legislative District		Arizona Senate	Arizona House of Representatives
District 6	<u>Felicia French</u> – D <u>Wendy Rogers</u> – R	<u>Art Babbott</u> – Independent <u>Brenda Barton</u> – R <u>Walter “Walt” Blackman</u> ** – R <u>Coral Evans</u> – D	
		<i>Republican 39% Other 30% Democratic 30%</i>	
District 7	<u>Jamescita Peshlakai</u> ** – D	<u>Jim Parks</u> – R <u>David Peelman</u> – R <u>Arlando Teller</u> ** – D <u>Myron Tsosie</u> ** – D	
		<i>Democratic 51% Other 27% Republican 22%</i>	
District 8	<u>T.J. Shope</u> – R (currently serving in the House) <u>Barbara McGuire</u> – D	<u>David Cook</u> ** – R <u>Sharon Girard</u> – D <u>Cristefano Lessard</u> – D (write-in candidate) <u>Frank Pratt</u> – R (currently serving in the Senate)	
		<i>Other 35% Republican 34% Democratic 31%</i>	
District 9	<u>Victoria Steele</u> ** – D	<u>Randall “Randy” Friese</u> ** – D <u>Pamela Powers Hannley</u> ** – D <u>Brendon Lyons</u> – R	
		<i>Democratic 43% Republican 29% Other 28%</i>	

Legislative District		Arizona Senate	Arizona House of Representatives
District 10		<u>Kirsten Engel</u> – D (currently serving in the House)	<u>Domingo DeGrazia</u> ** – D
		<u>Justine Wadsack</u> – R	<u>Mabelle Gummere</u> – R <u>Stephanie Stahl Hamilton</u> – D <u>Michael Hicks</u> – R
<i>Democratic 40% Republican 30% Other 29%</i>			
District 11		<u>Vinden "Vince" Leach</u> ** – R	<u>Mark Finchem</u> ** – R
		<u>JoAnna Mendoza</u> – D	Wade Murphy – R (write-in candidate) <u>Felipe R. Perez</u> – D <u>Bret Roberts</u> ** – R
<i>Republican 39% Other 32% Democratic 29%</i>			
District 12		<u>Warren Petersen</u> – R (currently serving in the House)	<u>Travis Grantham</u> ** – R
		<u>Lynsey Robinson</u> – D	<u>Jake Hoffman</u> – R
<i>Republican 46% Other 32% Democratic 23%</i>			
District 13		Brent Backus – R (write-in candidate)	<u>Timothy Dunn</u> ** – R
		<u>Sine Kerr</u> ** – R	<u>Joanne Osborne</u> ** – R <u>Mariana Sandoval</u> – D
<i>Republican 42% Other 33% Democratic 25%</i>			
District 14		<u>David Gowan</u> ** – R	<u>Kimberly "Kim" Beach-Moschetti</u> – D
		<u>Bob Karp</u> – D	Gail Griffin** – R Joshua Hampton – D (write-in candidate) <u>Ronnie Maestas-Condos</u> – D <u>Becky Nutt</u> ** – R
<i>Republican 42% Other 32% Democratic 26%</i>			

Legislative District	Arizona Senate	Arizona House of Representatives
District 15	<u>Nancy Barto</u> – R (currently serving in the House) Matt Smith – Libertarian (write-in candidate)	<u>Kristin Dybvig-Pawelko</u> – D <u>Steve Kaiser</u> – R <u>Justin Wilmeth</u> – R
<i>Republican 42% Other 33% Democratic 26%</i>		
District 16	Richard Grayson – D (write-in candidate) <u>Kelly Townsend</u> – R (currently serving in the House)	<u>Helen Hunter</u> – D <u>John Fillmore</u> ** – R <u>Jacqueline Parker</u> – R
<i>Republican 43% Other 35% Democratic 23%</i>		
District 17	<u>J.D. Mesnard</u> ** – R <u>Allan “A.J.” Kurdoglu</u> – D	<u>Liz Harris</u> – R <u>Jennifer Pawlik</u> ** – D <u>Jeff Weninger</u> ** – R
<i>Republican 37% Other 33% Democratic 30%</i>		
District 18	<u>Sean Bowie</u> ** – D <u>Suzanne Sharer</u> – R	<u>Denise “Mitzi” Epstein</u> ** – D <u>Don Hawker</u> – R <u>Jennifer Jermaine</u> ** – D Bob Robson – R Chris Wilson – Constitution (write-in candidate)
<i>Democratic 35% Republican 33% Other 32%</i>		
District 19	<u>Lupe Chavira Contreras</u> ** – D	<u>Jose Diego Espinoza</u> ** – D <u>Lorenzo Sierra</u> ** – D
<i>Democratic 45% Other 38% Republican 16%</i>		

Legislative District	Arizona Senate	Arizona House of Representatives
District 20	<u>Paul Boyer</u> ** – R <u>Douglas Ervin</u> – D	<u>Shawna Bolick</u> ** – R <u>Anthony Kern</u> ** – R <u>Judy Schwiebert</u> – D
	<i>Other 36% Republican 34% Democratic 30%</i>	
District 21	<u>Rick Gray</u> ** – R	<u>Kathy Knecht</u> – D <u>Kevin Payne</u> ** – R <u>Beverly Pingerelli</u> – R
	<i>Republican 38% Other 34% Democratic 29%</i>	
District 22	<u>David Livingston</u> ** – R <u>Sarah Tyree</u> – D	<u>Frank Carroll</u> ** – R <u>Wendy Garcia</u> – D <u>Mary “Kathleen” Honne</u> – D <u>Ben Toma</u> ** – R
	<i>Republican 47% Other 29% Democratic 23%</i>	
District 23	<u>Seth Blattman</u> – D <u>Michelle Ugenti-Rita</u> ** – R	<u>Joseph Chaplik</u> – R <u>John Kavanagh</u> ** – R <u>Eric Kurland</u> – D Joe Romack – R (write-in candidate)
	<i>Republican 44% Other 31% Democratic 25%</i>	
District 24	<u>Lela Alston</u> ** – D <u>Ray Michaels</u> – R	<u>David Alger, Sr.</u> – R <u>Robyn Cushman</u> – R <u>Jennifer Longdon</u> ** – D <u>Amish Shah</u> ** – D
	<i>Democratic 45% Other 34% Republican 20%</i>	

Legislative District	Arizona Senate	Arizona House of Representatives
District 25	<u>Tyler Pace</u> ** – R <u>Paul Weigel</u> – D	<u>Russell W. Bowers</u> ** – R <u>Suzanne Hug</u> – D <u>Michelle Udall</u> ** – R
	<i>Republican 44% Other 32% Democratic 24%</i>	
District 26	<u>Jae Chin</u> – R <u>Juan Mendez</u> ** – D	<u>Melody Hernandez</u> – D <u>Bill Loughrige</u> – R <u>Athena Salman</u> ** – D <u>Seth "Marcus" Sifuentes</u> – R
	<i>Democratic 40% Other 39% Republican 21%</i>	
District 27	<u>Rebecca Rios</u> ** – D <u>Garland Shreves</u> – R	<u>Reginald Bolding</u> ** – D <u>Tatiana Peña</u> – R <u>Diego Rodriguez</u> ** – D
	<i>Democratic 50% Other 36% Republican 14%</i>	
District 28	<u>Kate Brophy McGee</u> ** – R <u>Christine Porter Marsh</u> – D	<u>Kenneth R "Ken" Bowers, Jr.</u> – R <u>Kelli Butler</u> ** – D <u>Jana Jackson</u> – R <u>Aaron Lieberman</u> ** – D
	<i>Republican 35% Democratic 33% Other 31%</i>	

Legislative District	Arizona Senate	Arizona House of Representatives
District 29	<u>Charles Carpenter</u> – Libertarian (write-in candidate)	<u>Richard Andrade</u> ** – D
	<u>Martin J. Quezada</u> ** – D John Wilson – R	<u>Billy Bragg</u> – R <u>Cesar Chavez</u> ** – D <u>Helen Fokszanskyj-Conti</u> – R
<i>Democratic 43% Other 39% Republican 17%</i>		
District 30	<u>Otoniel “Tony” Navarrette</u> ** – D	<u>Robert Meza</u> ** – D <u>Raquel Terán</u> ** – D
	<i>Democratic 42% Other 39% Republican 19%</i>	

Hernandez, Maggie

From: John Flynn <johnflynn@azfireadvisor.com>
Sent: Thursday, August 6, 2020 4:14 PM
To: Mark.Burdick@bvf.d.az.gov; Bryan Savage; Joe Moore; Jon Trautwein (jtrautwein@sedonafire.org) (jtrautwein@sedonafire.org); Brian Tobin; David Maxwell; David Tharp; Mark Gaillard; Jake Rhoades; maloney@bucksfiredepartment.com; Mike Farber (mike.farber@sfmd.az.gov); Robert Biscoe; 'Jeff McNememy'; Adam Amezaga; Brad Bradley; Douglas Emans; Douglas E. Chappell; Jayme Kahle; Karrer, Randy; Chuck Wunder - Green Valley Fire District (cwunder@gvfire.org); Dirch Foreman; Jim Morgan (jmorgan@pinetopfire.com); Joseph De Wolf (sefdchief@sefd911.org); Mary Dalton; Nick Renon; Patrick Moore; Rebecca Haro (rharo@scfmd.az.gov); Ron Deadman - Sun City FD; Scott Freitag - CAFMA; Simon Davis; Ted Martin; Terry Keller
Cc: AFDA Admin
Subject: Fire District PSPRS Employers - Pension Cost Modeler
Attachments: Arizona - PSPRS - Modeler - 07.01.2019 v1.4.xlsm; CASE STUDY City of Flagstaff COPs Txbl Srs 20A (Pension Management) Proposed Final (002) [Read-Only].pdf

Importance: High

Fire District PSPRS Employers:

Attached is the new PSPRS employer's pension cost modeler. It was developed by the PSPRS actuaries at the request of the PSPRS employer group (AFDA, League, CSA) to allow each PSPRS employer to determine what various changes to actuarial assumptions would have on pension costs going forward. The PSPRS Board of Trustees have requested employer group input prior to making decisions regarding changes to the various actuarial assumptions, which all have an employer cost impact. The PSPRS Board of Trustees is sensitive to the impacts these changes will have for employers, while making the changes necessary for the long-term financial sustainability of the system.

PSPRS Board of Trustees objectives:

1. Reduce / eliminate negative amortization.
2. Reduce the payroll growth rate – now at 3.5% annually (impacts negative amortization). Proposed to be reduced 0.5% annually to reach zero over seven years.
3. Future years use a layered 15-year amortization for each future year to eliminate negative amortization on any newly accrued liabilities.

Each Fire District PSPRS employer's data is already pre-loaded in the attached Excel file.

On a related note, recently the City of Flagstaff completed a refinancing of the city's police and fire PSPRS unfunded liabilities. The City of Flagstaff issued Certificates of Participation (COP) at a rate of 2.7% annualized. Employers pay around 7% annually (PSPRS rate of assumed return) on what they owe to PSPRS. The savings for the City of Flagstaff is substantial: \$76M over the twenty-year repayment on the COP v. current funding method through the system. Attached is the case study that provides details.

Fire District PSPRS employer feedback is encouraged.

Thanks,
jaf

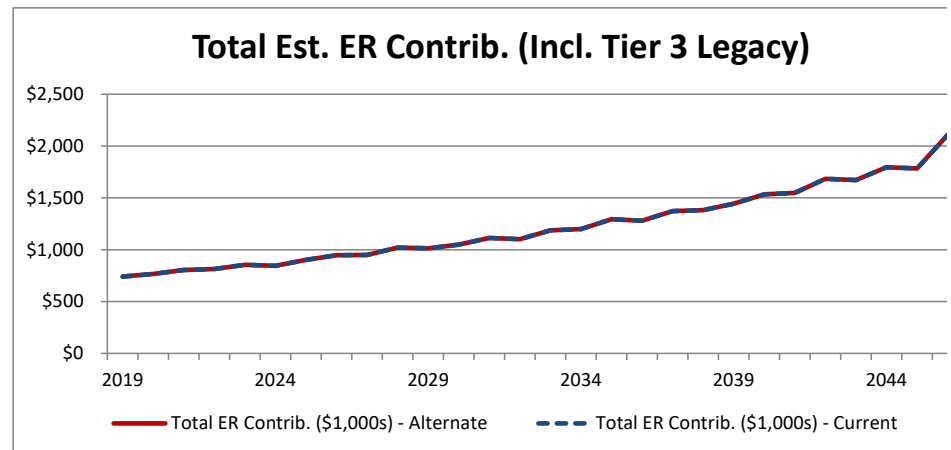
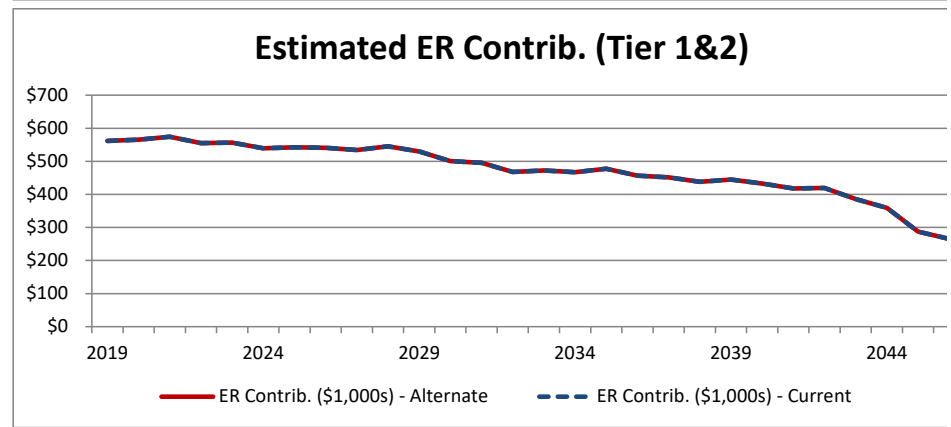
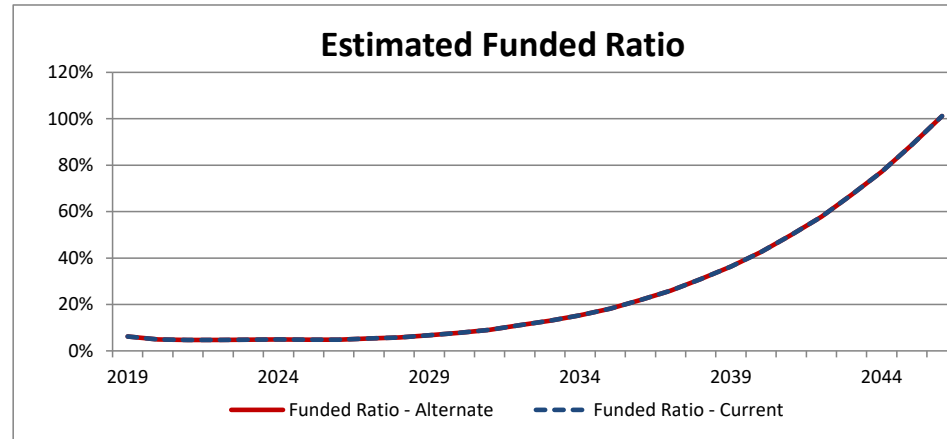


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Arizona PSPRS - 001 - BISBEE FIRE DEPT. - Tiers 1&2

Projection Based on June 30, 2019 Valuation Results

Inputs		
Selected Employer	001 - BISBEE FIRE DEPT.	
Display Projection through Year	↑ ↓	2046
New Hire Schedule	Level Population	
	Current - Board	Alternate
<i>Funding Parameters - Alternate Assumptions/Methods</i>	Approved	Alternate
Valuation Interest Rate (Assumed Investment Return)	7.30%	7.30%
Assumed Investment Experience	7.30%	Assumed Investment Return
	Closed 27 Years	Closed 27 Years
<i>Amortization Methods - Past Unfunded Accrued Liability</i>		
Ultimate Payroll Growth (Tiers 1&2 - Past UAL)	3.50%	3.50%
Phase-in Period for Stepping Payroll Growth to 3.50%?	N/A	
Amortization Period (Tiers 1&2)	27	27
	Closed 27 Years	Current (Closed)
<i>Amortization Methods - Future Unfunded Accrued Liability</i>		
Amortization Method (Tiers 1&2 - Future UAL)	Closed 27 Years	Current (Closed)
Payroll Growth (Tiers 1&2 - Future UAL)	3.50%	3.50%





City of Flagstaff

News Release

July 29, 2020

For Immediate Release

City's Public Safety Pension Retirement System Certificates of Participation available for investors

FLAGSTAFF, Ariz – On July 23, 2020, the city of Flagstaff put its Public Safety Retirement System (PSPRS) Certificates of Participation (COP) on the market and successfully sold to investors from across the country. The Flagstaff City Council authorized the transaction at the June 23, 2020 meeting.

Since 2003, the city's unfunded actuarial liability has grown to \$112 million, a debt owed by the city to its active and retired first responders. The plans for the city were less than 40% funded. The city's public safety pension is managed by the Public Safety Pension Retirement System (PSPRS), a statewide program. This year, staff engaged Stifel, Nicolaus & Company (Stifel) as the Underwriters, Greenburg Traurig, LLP as Bond Counsel, and PSPRS staff as advisors, to discuss opportunities to address the City's continually growing debt. This team developed a plan to have a 100% funded pension plan for the city's fire and police staff.

The transaction was built on several key objectives:

- 100 percent funding of the city's public safety pension plan;
- Reduce annual debt payments substantially, thereby easing the burden on the city's general fund;
- Level off future payments (the previous debt schedule had significant increases in annual debt payments in future years);
- Set up a reserve fund to mitigate the risks of changing markets and actuarial assumptions;
- Pay off the debt in 20 years versus the original 28-year plan.

The team presented this transaction plans to rating agencies. The city of Flagstaff received a AA- with a stable outlook rating from both Fitch and Standards & Poor on this debt issue. Both rating agencies referenced that these favorable rating were due to strong fiscal management by city leaders such as the city recession plan and having adequate fund balances.

The city of Flagstaff also met with several investors during the last few weeks to explain the plan for successful management of the PSPRS debt. This included becoming 100% funded in its

Police and Fire pension plans, setting aside \$14 million in a Contingency Reserve Fund, leveling debt service for 20 years, and reducing its amortization period by eight years.

On July 23, 2020 the city's COPs went on the market under very favorable conditions. Treasury rates were at a historic low, the city had favorable credit rating, many investors had an interest in this transaction and the Stifel Team was ready to sell the city's certificates. Stifel generated 116 orders from 41 institutional investors as well as several retail orders. The orders amounted to 3.7 times the number of certificates we were offering. This demand made the interest rates more favorable.

The Pension COP issuance resulted in:

- A significantly lower All in True Interest cost 2.70% versus the April 4.0% projection;
- Total Present Value Savings of \$76 million;
- Annual debt service payments between \$8.6 million and 9.2 million versus our current budget of \$10.7 million.

The issuance of COP debt is a novel approach in Arizona to address the pension funding of public safety plans. With the issuance of Certificates of Participation, the city's PSPRS plans are expected to be fully funded at June 30, 2020, and the Certificates of Participation will be paid off by June 30, 2040.

###



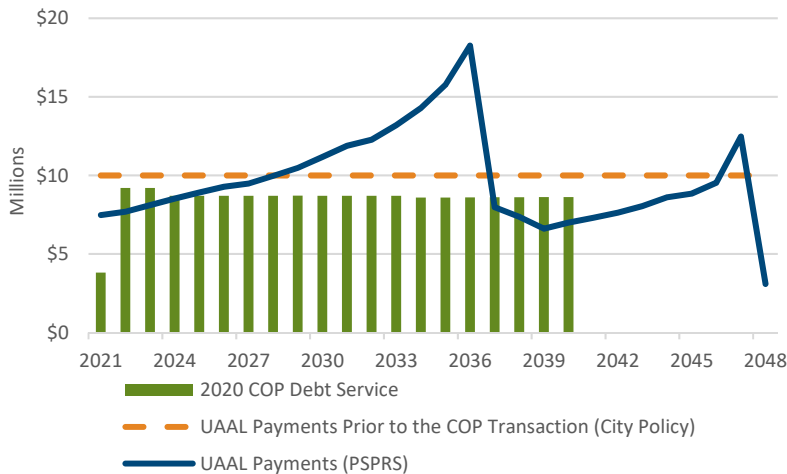
Executive Summary

Faced with on-going and substantially increasing annual contributions associated with legacy unfunded Police and Fire pension liabilities totaling \$116 million, the Flagstaff City Council made the unanimous decision to issue taxable Certificates of Participation - the net proceeds of which were deposited with the Arizona Public Safety Personnel Retirement System (PSPRS) to bring these Unfunded Actuarial Accrued Liabilities from less than 40% funded in each program to fully funded on the day of closing. With this transaction the City was able to lock in a borrowing rate of 2.69%, which generates \$76.3 million of expected present value savings (compared to the expected PSPRS payment structure for the unfunded liabilities), and fund a contingency reserve as a hedge against future unforeseen actuarial, investment return, and pension assumption risks.

CITY POLICY OBJECTIVES:

- ✓ Shorten UAAL repayment by 8 years
- ✓ Achieve substantial budgetary savings
- ✓ “Chop down the mountain” with annual level debt service
- ✓ Fund \$14.3 million Contingency Reserve Funds for budget stability
- ✓ Maintain City General Fund credit ratings (“AA-” (S&P) / “AA-” (Fitch)) and improve rating outlook

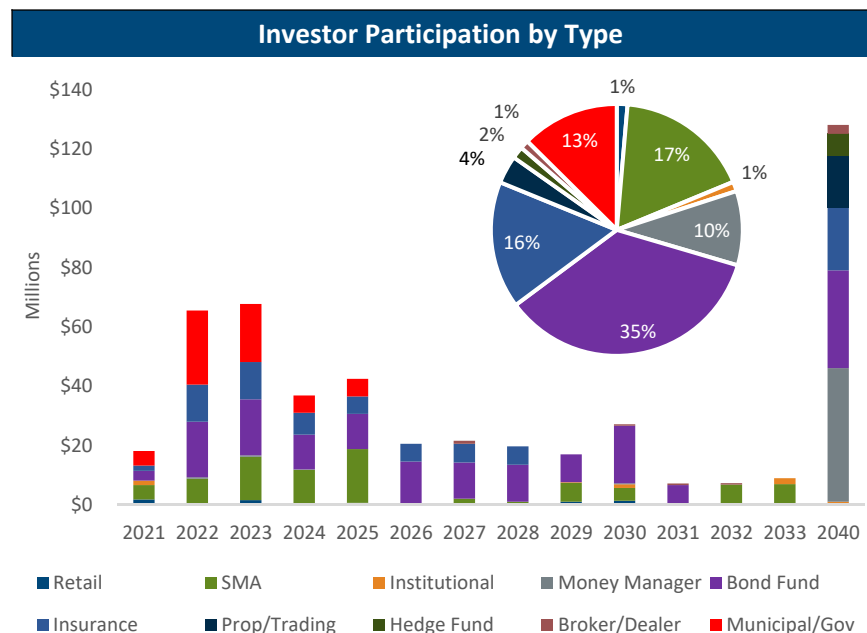
Analysis Results – Targeting annual level debt service of less than \$9 million and a shortened PSPRS unfunded actuarial accrued liability (“UAAL”) amortization period (from 2048 to 2040), the City refinanced its UAAL by issuing “AA-” Rated COPs.



Summary Statistics	
Funded Ratio before COPs	38%
Funded Ratio after COPs	100%
All-In True Interest Cost	2.696%
Average Life	11.172 years
Debt Amortization	2021 - 2040
Certificate Par Amount	\$131,000,000
Pension Fund Deposit	\$115,560,361
Contingency Reserve Funds	\$14,239,000
Expected Net PV Savings \$/%	\$76,253,833/58.21%

Marketing & Distribution

- Stifel and City senior management aggressively marketed the issue, including early publication of the POS, investor roadshow, sales force teach-ins, and one-on-one Q&A sessions with key investors
- The City’s conservative fiscal policies and healthy and resilient local economy and tax base, and conservative structural elements of the transaction appealed to investors
- Stifel generated **116 orders from 41 institutional investors** plus several retail orders, with particularly strong demand in the early maturities from banks and municipalities
- Insurance companies, money managers, separately managed accounts and bond funds drove the bulk of demand, particularly on the long end of the yield curve
- Heavy investor demand across the curve allowed Stifel underwriters to **lower yields by 2 to 10 basis, resulting in a final all-in TIC of 2.69%**



Pension Obligation Bonds (“POBs”) are a source of financing for unfunded actuarial liabilities of pension funds and can serve a valuable function. However, the success of a POB financing is dependent on a number of assumptions proving to be accurate, and the failure of any of these assumptions is a risk that a government issuing POBs should consider.

Among the assumptions that are important to a POB financing, and the risks associated with those assumptions providing to be inaccurate, are the following:

- **Assumption:** The investment yield on the POB proceeds once deposited in the pension fund will equal or exceed the yield on the POBs. **Risk: If the investment yield on the POB proceeds is less than the yield on the POBs, and the decline is not offset by positive changes in other assumptions, the issuance of the POBs may actually increase the unfunded actuarial liability.**
- **Assumption:** Payroll increases during the term of the POBs will be as anticipated when the unfunded actuarial liability was estimated at POB issuance. **Risk: If payroll increases during the term of the POBs exceed expectations, and the increases are not offset by positive changes in other assumptions, the POB proceeds will not suffice to cover the unfunded actuarial liability.**
- **Assumption:** Cost of living adjustments (“COLAs”) will be as anticipated when the unfunded actuarial liability was estimated at POB issuance. **Risk: If COLAs exceed expectations during the term of the POBs, and the increases are not offset by positive changes in other assumptions, the POB proceeds will not suffice to cover the unfunded actuarial liability.**
- **Assumption:** Various assumptions used in calculating the unfunded actuarial liability -- such as mortality rates, early retirement incentives, types of payrolls covered by the pension fund -- will be as anticipated at the time of POB issuance. **Risk: If there are reductions in mortality rates, increases in early retirement incentives, expansions of the payrolls covered by the pension plan during the term of the POBs, and these changes are not offset by positive changes to other assumptions, the POB proceeds will not suffice to cover the unfunded actuarial liability.**

In addition to analyzing potential benefits that are based on achieving assumptions made in estimating the unfunded actuarial liability, we will also analyze potential budgetary benefits or losses based on various prospective levels of the pension systems’ earnings to assist you in gauging the likelihood of success of a POB transaction. It should be noted that potential budgetary benefits vary from year to year. Actual benefits or losses and the success of the POB financing cannot be known until the POBs have been paid in full.

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SURVEY - PUBLIC INPUT

We believe that our motto "Community First" is more than just words. We want to ensure that we are putting our residents and businesses first so please provide feedback to us on experiences that you have had with our staff so that we can continue to work towards exceeding your expectations.

Thanks for taking the survey. If you provided contact information and requested a response, we will respond to you via the email provided.

*Thank you so very much for your help
at my home on 7-10-20.*

Kirsten J. Thiele





To the fire staff on duty

I want to thank you for
your expert care

you kept me calm, tolerated
my warped sense of humor and
practiced good bedside manner.

Your medical attention
is greatly appreciated by
my husband and I.
You're the best.

& Thank You &



Fire ched
Randy Haver,
your team has
once again proven
that they are kind,
helpful, & knowledgeable.
My 5 live animals
of course benefited
to do some
chips at sit then
I was OK just station
call

This time Darrell
Newburn & Jacob
Aperz came over.
I have called
ceilings & beams where
~~attics~~ are on patios,
how to put them
in, & what
blowing out dust.
They are doing an
excellent job.
I met our
son, Craig Workman
Sarah Brooke Unit 2!
resident

Hernandez, Maggie

From: Ortiz, Shannon
Sent: Wednesday, August 26, 2020 10:52 AM
To: Karrer, Randy; Brandhuber, Thomas; Hurguy, Joshua; Taylor, Jason
Cc: Painter, Brooke; Ahumada, Jose; Gordon, Daniel; Tenney, Mark; Baron, John; Hernandez, Maggie
Subject: Letter of Appreciation for 379B

Hello,

Please see the thank you letter below for the following personnel:

Captain Jose Ahumada
Engineer Dan Gordon
Fire Medic Mark Tenney
Probationary Firefighter John Baron

Shannon Ortiz

Records Specialist
GOLDER RANCH FIRE DISTRICT
3885 East Golder Ranch Drive
Tucson, AZ 85739
(520) 825-5943 Office
www.grfdaz.gov



GOLDER RANCH
FIRE DISTRICT

"Serving with strong hands and caring hearts"

To Whom it May Concern,

I called Golder Ranch Fire Station and no answer but a recording told me to call 911. So I called 911 and within minutes they had a big fire truck at my house with 3 wonderful and extremely professional firemen. I called because I have 5 smoke detectors in my house and I had one going off and on for several days.

Mark, Dan and Jose were the 3 men who came to check all 5 smoke alarms. They recommended I get 4 new ones because all but one were out dated. They recommended to me were I should go get them. I will go purchase four of them from Ace at Tangerine and 1st. They told me to call 911 again and they would come and install them for me.

What an incredible service you offer the community. If I could donate anything for your department and service please let me know.

I so appreciate their time and services and their contribution to The Bighorn Fire. You are all incredible and so professional and what gentlemen! Thank you so so much!

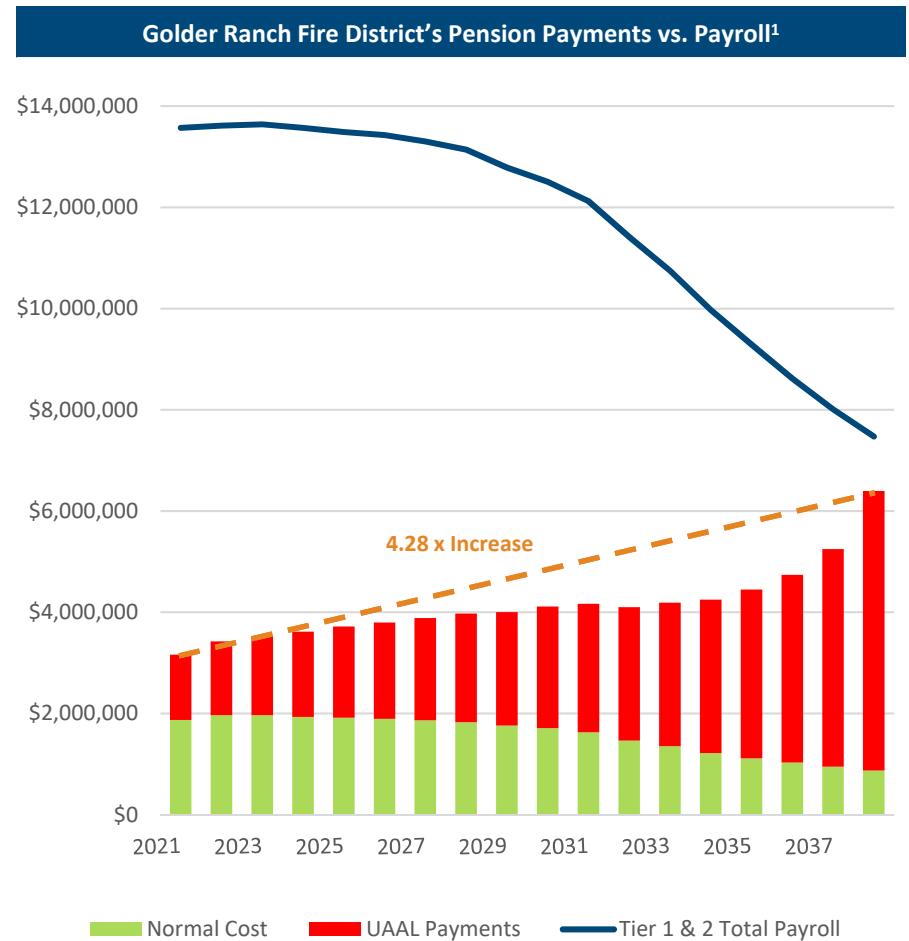
Sincerely,
Lisa C Kroack



Sent from Samsung Galaxy smartphone.

What are we currently paying? (Golder Ranch Fire District)

Golder Ranch Fire District's Projected Pension Payments per PSPRS ¹					
FY	Total Payroll	Normal Cost	% of Payroll	UAAL	% of Payroll
2021	\$13,570,847	\$1,870,063	13.78%	\$1,291,062	9.51%
2022	13,613,895	1,965,846	14.44%	1,456,305	10.70%
2023	13,639,710	1,964,118	14.40%	1,565,903	11.48%
2024	13,570,092	1,931,024	14.23%	1,685,773	12.42%
2025	13,487,168	1,913,829	14.19%	1,804,061	13.38%
2026	13,428,832	1,893,465	14.10%	1,903,778	14.18%
2027	13,302,603	1,865,025	14.02%	2,017,803	15.17%
2028	13,141,727	1,826,700	13.90%	2,146,129	16.33%
2029	12,786,259	1,759,389	13.76%	2,243,401	17.55%
2030	12,506,062	1,710,829	13.68%	2,400,649	19.20%
2031	12,122,022	1,627,988	13.43%	2,537,581	20.93%
2032	11,415,641	1,461,202	12.80%	2,639,243	23.12%
2033	10,746,767	1,353,018	12.59%	2,834,168	26.37%
2034	9,972,942	1,216,699	12.20%	3,029,776	30.38%
2035	9,289,501	1,111,024	11.96%	3,335,568	35.91%
2036	8,620,128	1,028,381	11.93%	3,708,027	43.02%
2037	8,008,379	948,993	11.85%	4,297,086	53.66%
2038	7,471,374	871,909	11.67%	5,522,706	73.92%



1. Source: Arizona Public Safety Personnel Retirement System Actuarial Valuation as of June 30, 2019.

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BOARD SERVICES' REPORT

Board Services Manager – Brooke Painter

August 2020

Meetings, Trainings & Events Attended for the Month

Manager Painter attended the weekly direct reports staff meetings with Chief Karrer and his direct reports, as well as, the Fire Chief's status meeting with all of the managers.

Manager Painter, Administrative (Admin) Assistant Hernandez, Administrative (Admin) Specialist Ramos and Records Specialist (RS) Ortiz attended the weekly Board Services meetings. Admin Specialist Ramos attended Facilities and Operative IQ (OPIQ) staff meetings, as she also assists Logistics.

Manager Painter attended the Arizona Municipal Clerks Association (AMCA) Board meeting via teleconference.

Manager Painter attended and co-chaired the AMCA's education committee meeting via teleconference.

The north administration office is now a public location for digital fingerprinting for Arizona Department of Public Safety (AZDPS). Admin Assistant Hernandez was appointed to be the main contact for the fingerprinting. She started scheduling between three and five appointments per day and had a total of 60 appointments for August. Admin Specialist Ramos and RS Ortiz covered the appointments and scheduling while Admin Assistant Hernandez was out.

RS Ortiz served as an inspector at a SaddleBrooke precinct for the Primary Election on Tuesday, August 4th. Manager Painter and Admin Specialist Ramos also assisted at other polling locations.

RS Ortiz and Manager Painter attended online elections training through the Arizona Municipal Clerks Association on August 12th.

RS Ortiz completed the Target Solutions assignments, Mastering Excel 2019 and What's New in Excel 2019. Admin Assistant Hernandez completed the Target Solutions assignment, Mastering Excel 2016, Basics, and began Mastering Excel 2016, Intermediate.

Public Safety Personnel Retirement System (PSPRS)

Manager Painter spent a lot of time reviewing and redlining the local pension board's bylaws and local board procedures to ensure that they were up to date and followed current statutes and practices. She held a PSPRS local board meeting for the board to review and update the documents.

As changes were made to the local board procedures, the local pension board agreed to reevaluate those who receive disability retirement benefits (by way of an independent medical examination) every two years until the member reaches their normal retirement date. There are currently two members who receive disability benefits. Manager Painter, who acts as the secretary of the local pension board, has made notifications to both members to begin the process of the independent medical examinations.

Elections

As anticipated, the Pima County Board of Supervisors canceled the general election for the Golder Ranch Fire District board at their September 1, 2020 board meeting and have appointed the incumbent members who had filed the proper paperwork, Richard Hudgins, Stephen Brady and Wally Vette. (Please see the attached document).

Records

RS Ortiz responded to 16 records requests for the month of August.

The breakdown is as follows:

Environmental Reports	1
Outstanding Code Violations	-
Fire Reports	1
Incident Reports	2
Medical Records	12
Billing Records	-
Other	-

- RS Ortiz processed the June and July National Fire Incident Reporting System (NFIRS) report.
- She continued to assist Captain Lamanda locate documents for the report he is completing for the EMS Division.
- There was a records request received in reference to the Edwin Road closure. RS Ortiz worked with Division Chief Hurguy to respond to this request. The requestor has had subsequent questions that RS Ortiz and DV Hurguy have been working diligently to respond to.
- She reviewed and prepared 14 bankers boxes for destruction, including the corresponding certificate of destruction to submit to the state.

Administrative Assistants' Activities

Administrative Specialist Ramos continued with her daily duties by providing clerical assistance to Board Services, IT and Facilities, and wherever else her assistance was requested. She assisted as back up for the front desk reception area when needed.

- She assisted Facilities in researching other cleaning companies that provide specialty deep cleaning when needed at District facilities.
- She has prepared to provide training in OPIQ to administrative assistants so that they can begin processing purchase orders in their respective areas using OPIQ software and move away from handwritten purchase orders. This will allow for uniformity and better record keeping, as well as, tracking of budget spending. Other members of the OPIQ team will assist in the training. She also oversaw and tracked OPIQ billing to ensure that billing to the District was correct.
- She continued to assist with the station 375 remodel related to furnishing the captain and firefighter offices. She has prepared to place an order for chair replacement in bunk rooms, dining tables and firefighter offices for stations 370, 375 and 377. New recliners were received and delivered to station 373 as part of the furniture replacement project.
- She continued to do research and place orders for station kitchen supplies, such as cookware and various other kitchen items. She also placed orders for TVs and other supplies for stations as requests came in through OPIQ.
- Admin Specialist Ramos oversaw the window tinting project at Admin North and the Fleet front office. Everyone seems to be happy with the results. It has minimized glare on computer screens and dropped the temperature in the buildings considerably. It has also allowed employees to have the blinds drawn to allow light in while keeping heat out.
- She continued to assist Chief Abel with special projects when needed.
- She continued to circulate birthday cards monthly and plan COVID-safe birthday recognitions to recognize the birthdays of Administration staff.

Administrative Assistant Hernandez continued to answer the phone, collect and distribute packages, and assist wherever needed.

- She started to perform symptom checks and temperature scans for anyone outside of the District needing entrance into the building. These will be required until further notice.
- She continued to enter purchase order amounts into the Administration, IT and Facilities budget spreadsheets and file accordingly.

- She sent out thank you letters for any donations received for the District.
- She continued to disinfect the touchable surfaces daily in the front lobby.
- There were 13 lockboxes sold at the front desk. Lockboxes will be sold by appointment only until further notice.



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: September 1, 2020

Title: Cancellation of Fire and Health District Elections

Introduction/Background:

A.R.S. 16-410 allows that if the number of persons who file nomination petitions plus the number of persons who file write-in affidavits is less than or equal to the number of positions to be filled for a fire or health district election, the Board of Supervisors may cancel the election and appoint the person or persons to fill the position for the term of office for which the candidate was nominated.

Discussion:

The Board is being asked to cancel the uncontested governing board elections for the November 3, 2020 General Election.

The deadline for candidates to file write-in affidavits for health and fire district elections is August 19, 2020. A list of the fire and health districts who have requested that the Board of Supervisors cancel their uncontested elections will be sent to the Clerk of the Board no later than August 21, 2020.

Conclusion:

If the Board cancels the uncontested elections, the affected fire and health districts will not incur the expense of conducting an uncontested election. A candidate who has filed nomination petitions or a write-in affidavit for a position on the Governing Board will be appointed by the Board of Supervisors and will have the same powers and duties as if elected. If no nomination petitions or write-in affidavits have been filed, the position will be deemed vacant.

Recommendation:

The Elections Department recommends approval of the resignations and appointments put forth by the county Recommend canceling the uncontested fire and health district elections for the November 3, 2020 General Election.

Fiscal Impact:

None.

Board of Supervisor District:

1 2 3 4 5 All

Department: Elections Telephone: 724-6830

Contact: Anne Lillie Telephone: 724-6869

Department Director Signature/Date: *[Signature]* 6-30

Deputy County Administrator Signature/Date: *[Signature]* 7-6-2020

County Administrator Signature/Date: *[Signature]* 7/7/20

The following special districts have asked that the Board of Supervisors cancel their election for November 3, 2020 and appoint the listed candidates.

ARIVACA FIRE DISTRICT

(NO CANDIDATES)

AVRA VALLEY FIRE DISTRICT

BAUER, SARA

CASTANEDA, LUIS

CORONA DE TUCSON FIRE DISTRICT

WAGNER, JASON

KARHOFF, PHILLIP

DREXEL HEIGHTS FIRE DISTRICT

FINK, DOUGLAS

MENDONCA, CHARLES

BERTRAND, JIM

GOLDER RANCH FIRE DISTRICT

BRADY, STEVE

HUDGINS, RICHARD

VETTE, WALLY

GREEN VALLEY FIRE DISTRICT

JAMIESON, JEFFREY

RICHEY, SANDI

SCHUSTER, NANCY

HIDDEN VALLEY FIRE DISTRICT

ALTER, LEE

MILWARD, GREG

MESCAL-J6 FIRE DISTRICT

ELLIS, PHYLLIS

MURRAY, ROBERT "BOB"

MT. LEMMON FIRE DISTRICT

PERCHOROWICZ, JOHN

NORTHWEST FIRE DISTRICT

GREEN, PEG

CARTER, GEORGE

AREND-HICKS, REBECCA

PICTURE ROCKS FIRE DISTRICT

MCCOOL, PEGGY C.

PUTNAM, SHIRLEY

SEESE, DAVID

RINCON VALLEY FIRE DISTRICT

MESSMER, MATTHEW

MCKINLEY, KEVIN

SABINO VISTA FIRE DISTRICT

MOORE, MICHAEL

SUBRIN, LAWRENCE I.

WEAVER, DANIEL

SONOITA-ELGIN FIRE DISTRICT

JOHNSON, CHRISTOPHER

TANQUE VERDE VALLEY FIRE DISTRICT

(NO CANDIDATES)

THREE POINTS FIRE DISTRICT

ETHRIDGE-NIELSEN, TRACY

ALLEN-MATTIAS, WENDY

KENNEDY SR., RICHARD

TUCSON COUNTRY CLUB ESTATES FIRE DISTRICT

RAMSDEN, KEN

WHY FIRE DISTRICT

(NO CANDIDATES)

AJO-LUKEVILLE HEALTH DISTRICT

CASTILLO, JOSE

DRESTE, ARLENE

KLINEFELTER, KORD

CENTRAL ARIZONA WATER CONSERVATION DISTRICT

JACOBS, PAT

PEARTHREE, MARIE

TAYLOR, MARK

NOVAK CESARE, KAREN



COMMUNITY RELATION'S REPORT

Community Relations Manager – Anne Marie Braswell

August 2020

Meetings, Trainings & Events Attended for the Month

- 8/3- CRM Braswell attended Fire Chief and direct reports meeting.
- 8/3- CRM Braswell attended a Zoom meeting with OVPD Chief Reilly, Council Member Rhonda Pina, community partner Lisa Bayless and members of the Southern Arizona Arts Council to discuss the possibility of a community event involving chalk murals to honor public safety.
- 8/4- CRM Braswell attended Fire Chief and manager meeting.
- 8/5- CRM Braswell participated in a conference call with HR and Chiefs Karrer and Brandhuber as well as Manager Painter, to discuss the new service of digital fingerprinting that GRFD will offer to the public by appointment. This service is only being offered at the north administration location.
- 8/6- PIO Jarrold participated in two separate Zoom SaddleBrooke Rotary meetings on this day. He attended one in the morning for the Sunrise Rotary and then one in the afternoon for the second SaddleBrooke Rotary. At both meetings, he was able to offer updates on behalf of GRFD and remind Rotarians about services that GRFD is still offering in the midst of the pandemic.
- 8/7- CRM Braswell, PIO Jarrold and Michael Colianni from TFD all met at south administration to provide community relations updates to one another and discuss future opportunities for partnership with PSAs for social media. It was agreed upon that we would get together in September to film a PSA featuring all three chiefs again speaking to the importance of grilling safety.
- 8/10- CRM Braswell attended fire chief and direct reports meeting.
- 8/12- CRM Braswell attended the Marana Chamber Annual Meeting which was a virtual format.
- 8/12- PIO Jarrold taught a fire extinguisher class in Rancho Vistoso.
- 8/12- CRM Braswell attended a virtual meeting with members from the Oro Valley Chamber Executive board to speak to potential future executive board member.
- 8/13- PIO Jarrold met representatives from Miraval to take photos and accept a gift from their team of vouchers that would provide GRFD employees a 40% discount for services.
- 8/17- CRM Braswell attended the fire chief and direct reports meeting.
- 8/18- CRM Braswell attended the monthly GRFD board meeting via Zoom from south administration offices.

- 8/18- PIO Jarrold met with OVPD Officer Amy Graham who is their PIO to discuss partnership on preparedness PSA to run on social media in September for National Preparedness Month.
- 8/18- CRM Braswell attended a Zoom meeting with members of the Oro Valley Chamber Executive Board to discuss budget implications in light of the pandemic.
- 8/19- CRM Braswell attended a meeting with HR and Chiefs Brandhuber and Karrer to discuss revision to the current telecommute practices.
- 8/19- CRM Braswell attended the monthly Oro Valley Hospital Board of Trustees meeting.
- 8/19- CRM Braswell attended monthly Oro Valley Chamber board meeting.
- 8/20- PIO Jarrold recorded members from GRFD for participation in the preparedness PSA that we are putting together jointly with OVPD.
- 8/24- CRM Braswell attended fire chief and direct reports meeting.
- 8/25- CRM Braswell attended the Oro Valley Optimist Club meeting virtually via Zoom.
- 8/26- CRM Braswell attended the Marana Chamber Insights morning meeting via Facebook Live.
- 8/26- PIO Jarrold taped OVPD's portion of the preparedness PSA at their facility with their staff.
- 8/27- CRM Braswell attended the Oro Valley Chamber Annual Meeting via a Zoom meeting.
- 8/31- CRM Braswell attended fire chief and direct reports meeting.
- 8/31- CRM Braswell attended another meeting via Zoom to discuss possible Oro Valley event featuring local artists and chalk art to honor first responders and healthcare workers.

GRFD in the News and on Social Networking

Below are some of the highlights from August 1, 2020- August 31, 2020 regarding notable media and social media out reach. All links to media stories are on the GRFD Facebook and/or Twitter and Instagram pages.

- On August 5th, we shared our Drowning Impact Awareness Month PSA that we share every August, reminding residents about the importance of the ABCs of Water Safety.
- On August 16th, GRFD was mentioned in a KGUN 9 web story that reported on the brush fire at Silverbell at Sunset roads.
- On August 18th, GRFD was mentioned in an AZ Central web story which spoke to the Westridge Fire and the response from local agencies to support fire suppression efforts.
- On August 19th, the Explore Newspaper ran a follow up story on the bee call that our crews ran in Oro Valley which resulted in a fatality.
- On August 21st, we shared the link to our website and job announcement for recruit firefighters.

- On August 24th, we shared a new hot car safety PSA featuring Captain Lundeberg and his two young sons providing the details behind the hot car safety acronym “ACT”.

*The ad that ran in the Explorer Newspaper for August reminded residents about the dangers of leaving children in vehicles when the temperatures are high.



EXCESSIVE HEAT CAN KILL

Extremely hot weather can be deadly when it pushes the human body beyond its limits.

Key safety tips to avoid heat-related illness on hot days

- Drink plenty of water; even if you do not feel thirsty.
- Limit your time outdoors, especially in the afternoon when the day is hottest.
- Never leave a child, disabled or elderly person, or pets alone in a parked vehicle, even briefly with the windows open.
- Check on family, friends and neighbors who do not have air conditioning and are older, young, sick or overweight. They are more likely to become victims of excessive heat and may need help.
- Avoid exercising or doing a lot of activities when it is hot. Stay out of the sun, take frequent breaks, drink plenty of water.

BE COOL, SAFE and HEALTHY



INFORMATION TECHNOLOGY REPORT

IT Manager – Herman Rascon

August 2020

IT Applications Group Activities/Projects

The GRFD IT Applications group has been working on the following projects:

- Swaggit Installation Update - Applications and Systems have been working together to finish the Swaggit project, so far all the equipment and software have been installed. At the moment we are working on a platform that will be on our public website, where people can view a live meeting, or go through the old meetings, and have easy access and control on how to navigate, or access all of it. Swaggit Productions, LLC specializes in providing hands-free video streaming and broadcast solutions to local, state, and federal government agencies as well as other online entities.
- DNS Filter Update- So far, we have deployed this application in three of our stations, and we have learned that it does a really good job at filtering traffic, and most importantly blocking the bad traffic out. Soon we will be deploying this to more stations. DNS filtering is the process of using the Domain Name System to block malicious websites and filter out harmful or inappropriate content.
- MailStore email archiving solution was recently implemented. MailStore is an application that will allow users to easily and quickly search for past emails. This new functionality will greatly reduce the man-hours required to perform public records requests while boosting productivity for administrative personnel who frequently reference past emails.
- Billing upgrades- The Applications group recently finished configured an automated process for our billing department that prints designated forms that are ready to be sent out for billing, drastically reducing the amount of time spent manually printing forms.

IT Systems Group Activities/Projects

The GRFD IT Systems group has been working on the following projects:

- US Digital Designs (USDD) deployment continues. We currently have eight-station almost complete (station 373 was completed last fiscal) and ready for cutover. USDD is our new station alerting system that will replace our current system. The USDD Phoenix G2 Fire Station Alerting System is comprised of a central ATX Station Controller and a network of alerting peripherals that alert first responders throughout a fire station via audio, display, lighting, and auxiliary input/output (I/O) components.
- The new Ruckus SmartZone controller is a new virtual appliance that allows us to bring our Wireless Access Point devices internal. We no longer need to have third party vendors manage our Wireless controller. Implementing this will increase our security, reduce funds for managing it, and allows us to expand this technology to other stations and agencies.
- The System group is also testing a new Laptop for use with Fire and Life Safety. The new laptop model is a Panasonic FZ-55. This new laptop would serve as both the mobile and office computer. The Panasonic 55 is a 14" semi-rugged laptop that features an innovative modular design and up to 40 hours of battery life with its optional 2nd battery. The modular design allows users to upgrade the memory, storage, keyboard, and three different expansion areas featuring additional I/O, optical drives, authentication readers, dedicated graphics, and more.



ASSISTANT CHIEF'S REPORT

Emergency/Life Safety Services – Tom Brandhuber

August 2020



Assistant Chief's Activities for the Month

Attended the following:

- August GRFD Board meeting

Participated in the following:

- Chief Karrer's weekly direct report meeting
- Arizona Ambulance Association meeting
- Several meetings with TeleStaff
- Meetings with Eye-Detect
- Podcast interview with Chiefs Hurguy and Robb
- Several meetings to discuss 1582 and Banner Occupational Health Services

Held the following:

- Direct reports weekly meeting
- Regional COVID-19 weekly zoom meetings

Community Integrated Healthcare Program

- Patient census for the CIHP program remains low, currently 4 patients being treated
- Training for new case managers at Oro Valley Hospital is being developed to increase patient census
- Paramedic Jansen completed his probationary year as a promoted paramedic

Covid-19 Response

- The EMS Division continues to focus on the COVID-19 response, significant decline in positive cases during the month
- Daily communication with our hospitals regarding the patients who received care from Golder Ranch Fire District and tested positive for COVID-19 continues, all is good in this area
- Chief Grissom and Chief Cesarek received the order of Honeywell P-100 masks near the end of the month
 - Fit testing to occur in September
- We continue to participate in bi-weekly conference calls with all of the region agencies regarding the COVID-19 response

Ambulance billing

- The billing team completed training with Zoll A/R consulting to identify efficiencies in the billing process
- Adjustments to the billing system include new workflows and dashboards to track and manage aging tickets
- Overall, the A/R consulting team provided good feedback and were impressed with our current system
- The IT division provided assistance setting up batch printing options for billing
 - This process completes printing needs in the middle of the night versus tying up workstations during business hours
- Completed two conference calls with Rincon Valley Fire District to complete an annual review
 - They were very happy with our services this past year

Other Items of Interest

- The EMS Division rolled out new continuing education program from the University of Arizona College of Medicine for all of our EMCT certified personnel
 - The program is based on our administrative guidelines and how we deliver care for our residents

- Assisting Avra Valley Fire District providers with ACLS courses, due to COVID-19 the course offerings they normally use have been unavailable
 - We are able to provide this training in a safe manner

Month of August Details				
	Transports +/- From Last Year		Interfacility	+/- From Last Year
MD372	0	0	0	0
MD376	76	-17	0	-1
MD379	0	0	0	0
PM370	73	16	0	0
PM371	0	0	0	0
PM372	0	0	0	0
PM373	76	15	0	0
PM374	0	0	0	0
PM375	71	-20	0	-2
PM376	0	-2	0	0
PM377	88	7	1	1
PM379	0	0	0	0
PM380	97	-9	0	0
Total Transports for the Month to Date:		481	Total Interfacilities for the Month to Date: 1	
+/- From Last August		-10	+/- From Last August -2	
Total Responses		487		
Transport %		99%		

Training

Courses

- Aerial Operator/Driver operator course begins September 21, 2020 and ends November 24, 2020
- Captains Certification course begins September 21, 2020 and ends November 24, 2020

Academy

- Application deadline is October 18, 2020
- Assessment center and interview dates to be determined

Miscellaneous

- Built a Target Solutions assignment for the new ID Badge program
- Built and assigned the Target Solutions portion of the 2020 Mayday Company Readiness Drill

- Ran monthly Office of Inspector General report on all Golder Ranch Fire District employees and volunteers
- Working on reviewing and updating all Task books

Probationary Modules

- Module III testing is now complete
- Module IV has been updated
- Module IV has been assigned via Target Solutions
- Module IV test is being updated

Car Seat Program

- 2 car seat installs were done in the month of August

Health and Safety/Crew Scheduler

Health and Safety

- Assisting the peer support team in various issues
- Reviewing NFORS data for district call trends
- Updating Health and Safety related policies
- Exploring new annual physicals for all employees
- Adding new Peer Support members. Training will take place in October

Crew Scheduler

- Assisting Health and Safety with various issues
- Working on Telestaff
- Crew Scheduler entries
- Assisting Wildland with multiple entries

Assignment

- 2020 CNF Support
 - Location- Corona, California (Cleveland National Forest)
 - Date- 7/28/2020-8/12/2020
 - Crew- Engine Boss James Bell, Engine Boss Trainee Ronnie Petersen, Engineer Kurt Strieter, Fire Medic Daniel Huber
 - Resource assigned- 1634 Type 3
- South Ops PREPO/ Apple Fire
 - Location-High Sierra Ranger District Prather, California
 - Date- 7/29/2020 - 8/15/2020
 - Crew- Engine Boss Robert Russo, Engine Boss Trainee Dean Stevens, Fire Medic Ryan Hoffman, Fire Fighter Jimmy Labas
 - Resource assigned- 033 Type 3 Engine
- Red Salmon Complex
 - Location- Trinity National Forest Redding, California
 - Date- 7/30/2020 - 8/21/2020
 - Crew- Captain Spanarella who acted as Safety Officer and completed his division qualification
 - Resource assigned- Rental Truck
- Severity
 - Location- Redding, California
 - Date- 8/15/2020 - Present
 - Crew- Engine Boss Michael Waldorf, Engine Boss Trainee Ronnie Petersen, Battalion Chief Steve Lunde, Fire Medic JR Colby
 - Resource assigned- 1634 Type 3 Engine
- IA West Ridge Fire
 - Location- Tortalita Mountains Oro Valley, Arizona
 - Date- 8/18/2020 - 8/19/2020
 - Crew- Engine Boss James Bell, Engine Boss Robert Russo, Engineer Kurt Strieter, Fire Medic Ryan Hoffman, Fire Fighter Darrell Newburn
 - Resource assigned- 1935 Type 6 Engine, 050 F-250, Polaris Ranger “water bike”, and Trailer



- IA 66 Peak Fire
 - Location- 4 Mile Ranch Klondike, Arizona
 - Date- 8/25/2020 - 8/26/2020
 - Crew- Engine Boss James Bell, Engineer Kurt Strieter, Fire Medic Ryan Hoffman, Fire Fighter Jimmy Labas
 - Resource assigned- 1935 Type 6 Engine

- IA Edwin Fire / Dove Fire
 - Location- Tortolita Mountains Oro Valley, Arizona
 - Date- 8/27/2020 - 8/30/2020
 - Crew- IC 4 Colin Port, Engine Boss James Bell, Engine Boss Albert Ortiz, Engine Boss Trainee Dean Stevens, Fire Medic Ryan Hoffman, Fire Fighter Iliana Rosas
 - Resource assigned-1935 Type 6 Engine, 050 F-250, 2036 F-250, Polaris Ranger “water bike”, and Trailer

Honor Guard/Pipes and Drums

Expenditures

- Honor Guard
 - No expenses in the month of August
- Pipes and Drums
 - No expenses in the month of August

Events

- No meetings/events in the month of August

Special Operations

Special Operations

- Nothing to report

Finance

Solar Financing

- At the August 2020 Board meeting, the Board passed resolution to authorize the Fire Chief to secure financing for the Solon Solar project
- Since then we have worked with Mark Reader of Stifel to do an RFP (request for proposal) for financing that fell within the terms approved by the Board
- Those terms were 15 years, interest not to exceed 4% and total not principle not to exceed \$1.1M
- The RFP got 4 responses, listed below

Rank	Lending Inst.	Principle	Interst	term	Total Cost of Financing	Prepayment option	Origination
1	National Bank	1,100,000	2.16%	15	190,728	-	-
2	Compass Bank	1,100,000	2.15%	15	197,369	Fist 7 years	9,500
3	Sterling National Bank	1,100,000	2.31%	15	202,606	-	-
4	Western Alliance	1,100,000	2.82%	15	260,276	First 8 years	10,000

- While all of the offers for financing met the parameters of the resolution, Chief Karrer has decided to utilize the financing offer from National Bank
- Even though Compass bank's offer of 2.15% interest is technically the lowest, because there are origination fees the overall cost of financing with National Bank is lower
- We have set September 16th as the date to close the financing documents and setup the funding

Human Resources

Benefits

- On August 11th AFLAC representatives, Seth Knowlton and Kim Rodriguez, were onsite at the north and south Golder Ranch Fire District administrative offices for the monthly Service Assistance Day
 - It is held onsite for Golder Ranch Fire District members the second Tuesday of each month, from 0800-1000

Policies and Procedures

- The Human Resources Team has developed and presented a draft policy and procedure for compliance with the Americans with Disabilities Act (ADA)
 - These have been submitted through our chain of command for review
- Human Resources Team has reviewed and updated a number of existing policies and have submitted them through our chain of command for review

- We have continued evaluation of Eye Detect, a deception-detection technology that analyzes eye and other behaviors to reach an objective conclusion on the integrity of the candidate
 - Independent contractor, Margo Darris, has participated in several meetings with District staff to answer questions, and provided a demonstration of the technology on a Golder Ranch Fire District employee who volunteered to undergo the assessment
 - Staff recommends this tool be used as one component of District selection processes
- Another tool to enhance our new-hire selection process is to incorporate pre-employment psychological evaluations as an additional component of the existing post conditional offer pre-employment process
 - For legal reasons, psychological evaluations must only happen following an offer of employment
 - There is evidence to support the use of this as an evaluation tool in choosing a successful new hire(s)
 - Staff recommends the District contract for this service with Dr. Pyburn and Dr. Thompson of AZ Police Psychology as a component of District’s new-hire selection processes

Employee Relations

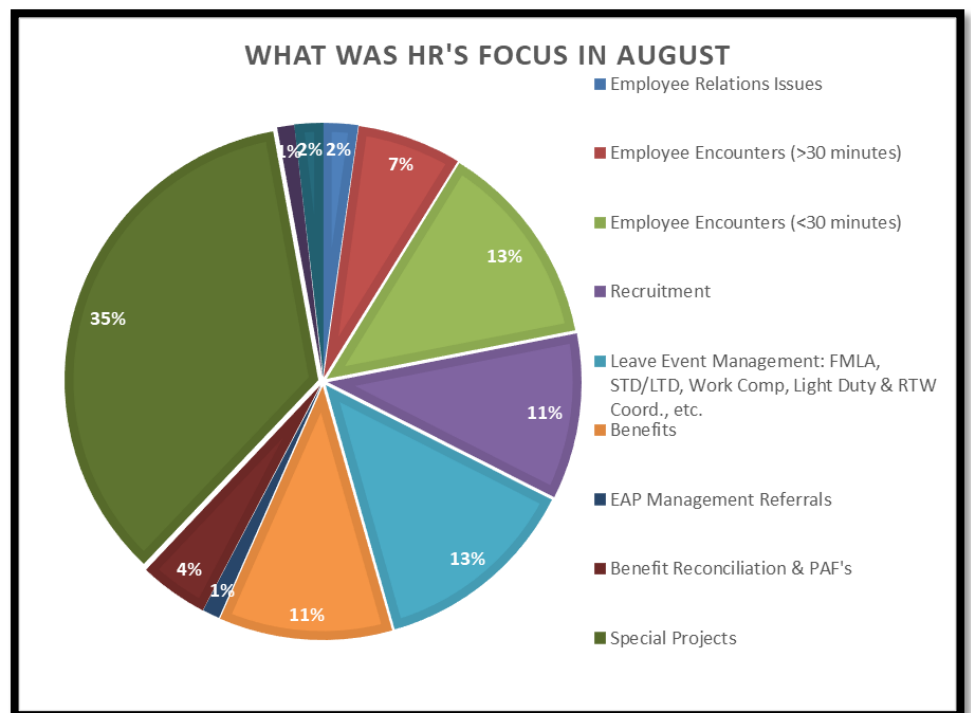
- Human Resources continues to provide support and guidance on current employee relations issues

Health and Safety

- Manager Lovemore attended the Safety Committee Meeting for August providing a monthly report on work related injuries and status update of the transition to Securis, our new worker’s compensation carrier

Reoccurring Staff Meetings

- Held Human Resources Team weekly staff meetings
- Manager Lovemore attended Chief Brandhuber’s weekly Direct Report’s Meetings
- Manager Lovemore attended Fire Chief’s monthly Staff Meeting



Employee Recognition

- We would like to recognize the following individuals who are celebrating a GRFD employment and/or volunteer anniversary this month. We appreciate their work and dedication to the District for the benefit of the public that we serve.

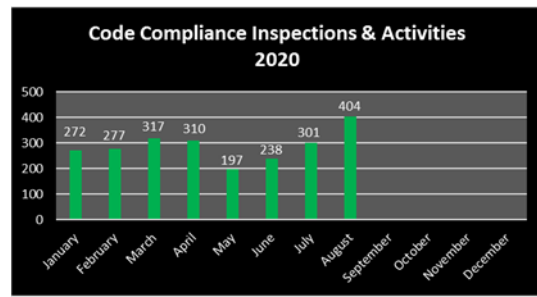
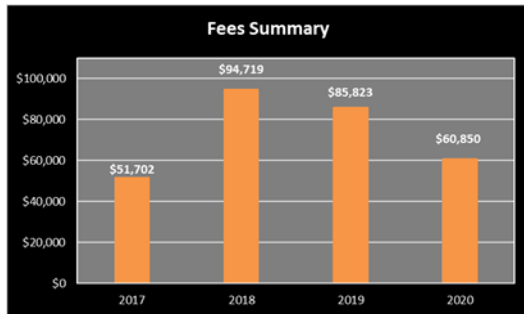
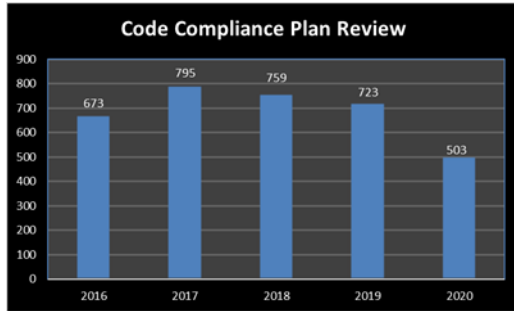


Last Name	First Name	Date of Hire	Years Of Service
Last Name	First Name	Hire Date	Years of Service
Thomas	Michael	9/1/1995	25
Benjamin	Antonio	9/17/1996	24
Capuano	Joseph	9/20/1996	24
Figueroa	Ruben	9/20/1996	24
Butler	Thomas	9/19/2011	9
Drake	Kyle	9/30/2013	7
Garcia	Andrew	9/30/2013	7
Houser	Brett	9/30/2013	7
Johnson	Tobin	9/30/2013	7
Leiber	Zane	9/30/2013	7
Marquez	Anthony	9/30/2013	7
Rhein	Karl	9/30/2013	7
Szach	Ryan	9/30/2013	7
Baugus	Brandy	9/15/2014	6
Behunin	Jesse	9/15/2014	6
Bravo	Ruben	9/15/2014	6
Cramblit	Daniel	9/15/2014	6
Frazier	Jaclyn	9/15/2014	6
Hoffman	James Ryan	9/15/2014	6
Karrer	Matthew	9/15/2014	6
Ortiz	Albert	9/15/2014	6
Spanarella	John	9/15/2014	6
Strieter	Kurt	9/15/2014	6
Tenney	Mark	9/15/2014	6
Wallace	Daniel	9/15/2014	6
Ward	Ryan	9/15/2014	6
Wood	Joshua	9/15/2014	6
Ortiz	Shannon	9/28/2015	5
Oliver	Jean	9/6/2016	4
Epperson	Garrett	9/30/2019	1

Record of Exceptional Performance

(Please see attached letter prepared by Jen Akins, Deputy Fire Marshal)

- Bill Hurley, Fire Inspector



Inspections & Activities include public education/outreach, weed abatement/debris burning, certificate of occupancy, code complaint inspection, code consultations, compliance letter, development review committee, fire alarm system inspection, fire flow/hydrant inspection, fire investigation, food truck inspection, gate inspection, general construction inspection, home safety assessment, investigative inspection, kitchen hood suppression system inspection, pre-application, preconstruction meeting, prevention inspection, records request, reinspection, special use permit inspection, suppression system inspection (commercial & residential), tent inspection, and underground fire supply line.

Commercial Projects Summary

Assigned Inspector: Horbarenko=Red Hurley=Pink

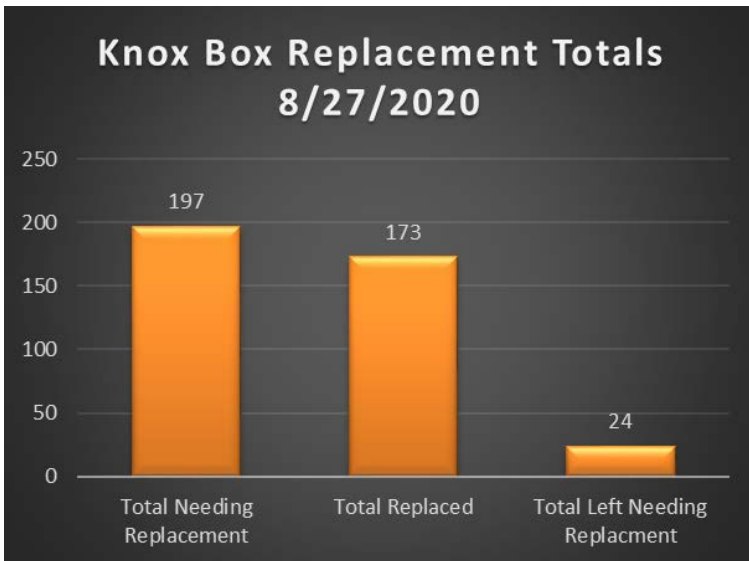
B. White=Blue Grotkier=Green Druke=Black

Oro Valley	Oro Valley	Pinal County	Marana
Denny's 11107 N Oracle	10390 La Canada Shell T.I.	Chirreon Energy 1.5 Miles West of Oracle/Edwin	Lucky Wishbone 3780 W Ina
OV Hospital Offices T.I. 1521 E Tangerine	7315 N Oracle Building T.I.	SBR Clubhouse CO2 System 31143 S Amenity	
Salted Pig 11835 N Oracle Rd #101	Commerce Bank T.I. 7315 N Oracle Ste 181	Pima County	
Station 375 T.I. 12125 N Woodburne	Purelit Second T.I. 7315 N Oracle Ste 011	St. Mark's T.I. 1431 W Magee	Reilly's Craft Pizza 7262 N. Oracle
Target T.I. 10555 N Oracle	LuxSpace Studios T.I. 7315 N Oracle Ste 051	Black Top Grill 8300 N Thornydale	
Orthodontics 9740 N Oracle	St Odila's T.I. 7570 N Paseo del Norte	Subdivisions (Sprinklers Required)	
Oracle Family Dental T.I. 10195 N Oracle	Marshall's T.I. 7900 N Oracle	Tranquillo (del Webb and R.V.) approx. 270 homes	Shannon 80 (Shannon and Naranja) approx. 80 homes
Ashley Furniture T.I. 11935 N Oracle	Giant Express T.I. 8080 N Oracle	OV Town Centre (Oracle and Pusch) approx. 77 homes	Capella M (Naranja and La Cholla) approx. 48 homes
Artistic Studios T.I. 11061 N Oracle	Saffron T.I. 7607 Ste 101 N Oracle	Who Received Their Certificate of Occupancy in Aug	
OVPD Generator 1920 E Tangerine	Design Center T.I. 8454 N Oracle	Spledido Villas 13500 N Rancho Vistoso	Gram's Home 9950 N Wild Creek
Flex Gymnastics 11085 N Oracle	Ventana Building 4 T.I. 1910 E Innovation Park	Speedway CO2 12885 N Oracle	Hughes Federal Credit 7970 N Thornydale
Dance Studio 10831 N Mavinee	Ventana Ammonia Plant 1910 E Innovation Park	Sun City Clubhouse 1565 E Rancho Vistoso	State Farm T.I. 190 W Magee Ste 162
AZ Oncology Ste 2 10390 N La Canada	PRCA MPR 9500 N Oracle	Avant Dermatology T.I. 8580 N Oracle	Creative Kid's Preschool Fire Alarm 1310 W Ina
Casa Theater T.I. 10801 N La Cholla	U of A Building 1800 E Innovation Park	All Seasons 1734 E Innovation Park	Shell Building 7470 N. Oracle Shell
Chase Bank Solar 10310 N La Canada	CDO Baptist Storage 9200 N Oracle	PRCA Building 3 9500 N Oracle	Retina 7470 N. Oracle Shell

SUPRA to KNOX Box Replacement Program

- The Fire and Life Safety (FLS) division has put together a plan to replace all of the "Rural Metro" Supra Boxes and replace them with the current Golder Ranch Fire District KNOX Box
- The "Rural Metro" Supra Boxes are located in the southern area of the fire district
- This process will eliminate the need for Golder Ranch Fire District and Northwest Fire District to carry multiple SUPRA keys, which allows for quicker access and less confusion
- Inspector White, Hurley, and Grotkier have worked diligently to get these boxes replaced at a fast pace

- See below for progress



Education/Training Activities

- Deputy Fire Marshal Akins, Inspector White, Druke, Hurley and Grotkier attended an IAAI online fire investigation class on CFI 2021 NFPA 921
- Deputy Fire Marshal Akins attended three online SFPE classes
 - The classes included water based suppression systems, water supplies, and special hazards
- Deputy Fire Marshal Akins, and Inspector White and Grotkier attended the online EMS CE on airway and ventilation

FLS Projects

- Commercial and Residential Lock Box programs: purchased 100 large and 100 medium sized Knox Brand lock boxes to replace existing Mt. Vista and Rural Metro boxes on commercial buildings – to expedite entry and reduce confusion of keys during emergency responses
 - Fire inspectors will immediately begin replacing these boxes as this is an opportune time due to the Covid-19 issues which has impacted basic fire inspections
- Chief Loesche has been in communique with the Office of State Fire Marshal (OSFM) to enter into a Letter of Appointment (LOA) allowing for local fire inspections to take place in the school systems as well as state and county owned and operated buildings located throughout the fire district
 - The LOA will recognize the Fire Marshal, deputies, and fire inspectors as appointees to conduct these fire inspections on behalf of the State
- Chief Loesche has been in communique with the Office of State Fire Marshal (OSFM) assisting that agency with a conceptual plan to adopt the 2018 edition of the International Fire Code (IFC) and provide language for use in statutes to adopt a schedule for updating the State Fire Code on a bi-annual basis

- This will keep the OSFM current with most fire jurisdictions that have already adopted this code updating schedule
- FLS ordered, through IT, updated laptops for fire inspector field use and a new desktop computer for office use to conduct electronic plan reviews by all inspectors
 - These computers were recommended by IT as the older units were no longer operationally supported
 - Field fire inspections are more efficiently conducted through the use of technology for recording and sharing of information
- A joint fire investigation/fire investigator meeting was held at Northwest Fire District as part of the regionalization plan
 - All members of Golder Ranch Fire District and Northwest Fire District assigned as investigators participated reviewing the past jointly conducted fire investigations, critiquing the operations from dispatch to clearing the scenes
 - No issues for corrective measures were identified at this meeting
- Two fire hydrants are scheduled to be installed by Tucson Water Company along Thornydale Road, one at Montgomery Rd. and the other at Camino Alto
 - This project is partially funded by a local resident along with Golder Ranch Fire District
 - These hydrants will provide fire flow in an existing built-up unincorporated area of the fire district that was acquired by Golder Ranch Fire District through the Mountain Vista consolidation

Fire Investigations

- On August 6th, 2020, a fire was reported at 8851 N Oracle Road, Apartment #34
 - The origin of the fire was on the patio right next to the door and the railing
 - This fire was caused by the improper disposal of smoking material that was put on on the railing prior to the ignition
 - This fire was classified **Accidental**



- Assisted with three fires investigations in the NWFD District
 - 3915 W Costco Dr fire was classified **Accidental**
 - 7300 N Mona Lisa fire was classified **Undetermined**
 - 2820 W Ina fire was classified **Undetermined**

Can you spot the violations?



Answer to last Month:



Answer: Heaters shall not be placed under shade sails

2018 IFC Section 603.4.2.1.3 Clearance to combustible materials:

Portable outdoor gas-fired heating appliances shall not be located beneath, or closer than 5 feet (1524 mm) to combustible decorations and combustible overhangs, awnings, sunshades or similar combustible attachments to buildings

Golder Ranch Fire District Call Load Breakdown

Golder Ranch Fire District Call Load Breakdown											
August 2020											
CALL TYPE	370	372	373	374	375	376	377	378	379	380	TOTAL
Aircraft											
Brush / Vegetation						1			1		2
Building							1		1		2
Electrical / Motor											
Fires - All Other	1			1					1		3
Gas Leak		1									1
Hazmat											
Trash / Rubbish	1										1
Unauthorized Burning	1				1						2
Vehicle	1		1		1					1	4
Total Fire	4	1	1	1	2	1	1		3	1	15
Animal Problem									1		1
Animal Rescue											
Assist -Other	10	9	66	11	12	9	8	17	14	3	159
Battery Change	4	3	22	6		4		7	2		48
Bee Swarm											
Defective Appliance											
Invalid Assist	3	2	14	11	10	5	5	5		10	65
Snake	44	7	29	20	31	39	27	30	31	43	301
Lockout											
Fire Now Out	1		1				1		1		4
Total Service Calls	62	21	132	48	53	57	41	59	49	56	578
Alarms (Fire, Smoke, CO)	3		6	2	8	2	6	2	2	6	37
Cancelled / Negative	7		10	7	3	5	4	3	1	15	55
Smoke / Odor Invest.			1	1			2		1	2	7
Total Good Intent	10		17	10	11	7	12	5	4	23	99
Motor Vehicle Accident	2			1	2		1	2	1	8	17
Rescue-high, trench, water											
Interfacility Transport							1				
All Other EMS Incidents	69	9	103	70	67	62	73	19	87	124	683
Total EMS Type	71	9	103	71	69	62	75	21	88	132	701
TOTAL ALL	147	31	253	130	135	127	129	85	144	212	1393
Percentage of Call Load											
Average Calls Per Day											
Patients Transported					481						
Last 12 Month Call Load					16634						
Last August Call Load					1282						



GOLDER RANCH FIRE DISTRICT

RECORD OF EXCEPTIONAL PERFORMANCE

Employee Name Bill Hurley

Date Prepared 8/25/2020

Division or Section FLS

Classification Fire Inspector

Initiator of Commendation Akins

Description and Date of Exceptional Performance

Emailed received from NWFD regarding Bill Hurley:

Hi Bill,

I wanted to take the time to thank you for your help with fire investigations this week. It's been an abnormally busy week but you really took things in stride. I have received nothing but complimentary feedback from every investigator on our side that has worked with you since we started with joint response. Each of them has stated how much they enjoyed/appreciated working with you on their investigations.

I also had the opportunity to briefly look through the photo log you completed for the BK fire and I think you did a great job. I plan to have our investigators start completing photo logs in the same manner.

Thanks again for the hard work this week and keep up the good job!

First Level Supervisor's Comments

Fantastic job Bill!!! Thanks for setting the bar high.

Second Level Supervisor's Comments

As the investigation response agreement is in its trial stages, I am exceptionally pleased to hear the resounding appreciation for your actions and participation during a recent string of fire events occurring within the Northwest Fire District. It is your dedication and professionalism that you portrayed which in turn initiated positive accolades from the rank and file of our partners. I am very appreciative of your continued commitment to the job and "esprit de corps" making this program a success for others to model after. Thank you!

Supervisor Signature

Employee Signature



ASSISTANT CHIEF'S REPORT

Logistics & Special Projects – Patrick Abel

August 2020

Assistant Chief's Activities for the Month

Meetings attended & general information

- I attended the Fire Chief's direct reports meetings on Mondays.
- I attended the monthly Chief's Status meeting and provided updates to all the managers and division heads.
- I conducted weekly Logistics meetings with direct reports.
- I continued to work on statewide mutual aid and participate in training meetings virtually.
- I attended and participated remotely in Arizona Fire Chiefs Association (AFCA) meetings as a regional representative for Pima County.
- I continued to work closely with the Arizona State Local Assistance State Team (LAST) and attend state and national webinars via Zoom. We have been beginning to implement our succession plan to replace myself and Rich Kochanski with Mesa Fire Department. Currently, Rich heads the state team and I head the southern areas of Arizona. Rich and I will both be retiring in a few years so we want to have people in place to carry forward the work and service of the team.
- Operative IQ (OPIQ) entry, inventory and tracking continued to move forward.
- Chief Hilderbrand and I met with the Town of Oro Valley to demonstrate how we utilize the OPIQ program. We use the program throughout the District, but the meeting focused more specifically with our use in Fleet and Facilities Maintenance. The meeting was well attended by Town staff and the demonstration was met with great enthusiasm. We see potential to better integrate systems and improve and streamline operations.
- Efforts to clean and organize the old fleet maintenance facility began. We considered selling the property, but ultimately decided the building and property still had value for training purposes and storage at this time.

- Chief Karrer, Brandhuber, Human Resources (HR) staff and I met with Margo Darris to discuss a program, “Eye detect.” This program is a new and unique type of polygraph testing that can be used for new hires.
- To increase security within the District, all locks have been changed to allow for entry through a keypad and/or an ID card scan. The “RFID” cards were issued to all employees. Starting the week of September 7th, access to secured access points throughout the District will only be available via the new ID card; the punch code will no longer be valid.
- The contracts for the remodels of both the north administration lobby and the Fire & Life Safety south administration lobby have been signed. Permits and construction will be the next phase of the project. This will secure the entries to the buildings while also providing barriers to further protect our staff from COVID-related exposures.
- Chiefs Karrer, Brandhuber and I attended a meeting with Robson Communities to discuss land, a future fire station location, a secondary emergency exit, an emergency evacuation plan and other related topics for the community in and around SaddleBrooke Ranch.
- The Town of Oro Valley (TOV) renewed the fleet agreement for maintenance on TOV police vehicles.
- I participated in our weekly construction meetings with Lloyd Construction, WSM architect Paul Mickelberg, and others responsible for the remodel and expansion of station 375. The project has remained on schedule and is moving forward as planned. The trusses have been set. The roofers covered the trusses with plywood sheeting in preparation for roof tile. Framing and mason work has begun. Drywall work began in the bathrooms. Below I have attached a few updated photos of the project along with a few links provided by Lloyd Construct for a virtual tour of the station as it has progressed.

<https://my.matterport.com/show/?m=JkhrCtkFdtY&back=1>

https://drive.google.com/file/d/1jmo4y-It60QYM_1Gfjt6kFpfmp6v3SGG/view?usp=sharing



Turnout room



Bunk rooms



Kitchen area

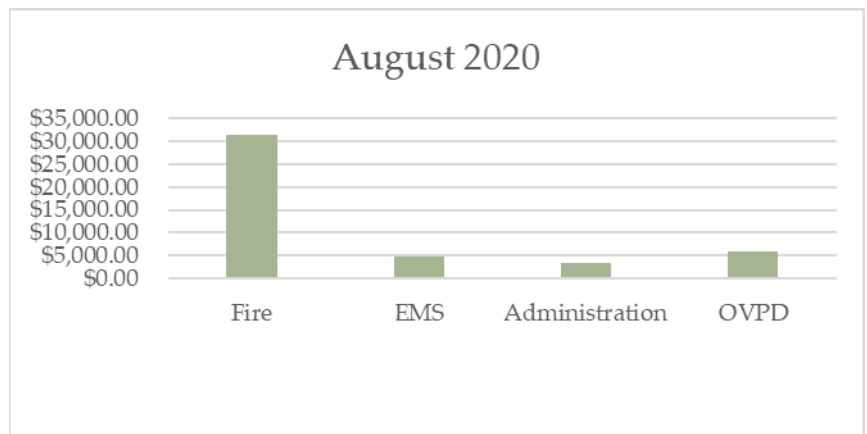
Logistics

- The apparatus committee met with a KME Fire representative to begin the design of new engines. Operations, Supply and Fleet will collaborate on this project.
- Logistics Deputy Chief Hilderbrand participated in an Operative IQ (OPIQ) webinar presentation for the International Public Safety Association. He presented along with the Reno Fire Department Battalion Chief (BC). He discussed management and the roll out of OPIQ.
- The covered solar panel construction timelines were presented.
- The pre-construction ambulance purchase meeting was held with Republic.
- ID cards for door lock access were given to all personnel.
- Deputy Chief Hilderbrand attended the Blue Card Train the Trainer course in Phoenix with BC Lunde and BC Muscarella.
- Service Desk (within OPIQ) was used for 182 service requests in August:
 - Fleet: 95 requests
 - Facilities: 55 requests
 - Supply: 32 requests

Fleet

Monthly vehicle parts costs

- Administration - \$3,512.81
- EMS - \$4,706.44
- Fire - \$31,339.00
- Wildland - \$0.00
- OVPD Hours- 81.55 hrs.,
\$5,815.75



Facilities Maintenance

- North Administration 170 – Windows tinted
- Training 340 – Door to exercise room repaired
- Station 370 – Water heater system repaired (2020/2021 scheduled project)
- Station 373 – Six new recliners purchased for day room (2020-2021 scheduled project), filters in exhaust fans in the bay replaced
- Station 374 – Filters in exhaust fans in the bay replaced
- Station 375 – New dryer for station remodel purchased, sand and oil pumps cleaned
- Station 376 – Sand and oil pumps cleaned
- Station 377- New station LED lighted sign purchased, oven repaired, COVID-19 decontamination cleaning done
- Station 380 – New roof vent flashed in, dryer vent pipe repaired

Daily repairs are ongoing.

Procurement/Communications Specialist

- Nothing to report this month

**GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM**

TO: Governing Board

FROM: Tom Brandhuber, Assistant Chief

DATE: September 15, 2020

SUBJECT: DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL OF A CONTRACT FOR CREDIBILITY ASSESSMENTS, DISTRICT AUDITS, AND INTERVIEWS AS NEEDED BETWEEN BIG DOG SECURITY SOLUTIONS AND GOLDER RANCH FIRE DISTRICT

ITEM #: 7A

REQUIRED ACTION: Discussion Only Formal Motion Resolution

RECOMMENDED ACTION: Approve Conditional Approval Deny

SUPPORTED BY: Staff Fire Chief Legal Review

BACKGROUND

A recommendation is being made to approve a contract with Big Dog Security Solutions:

- Allows credibility assessments via the Eye-Detect platform, which measures pupillary response to specific objective questions on District applicants for initial hiring
- Candidates' integrity will be a key measurement
- Assist in screening the number of candidates that move forward to interview portion of process
- Eye-Detect has been utilized by other first responder agencies and found to be an excellent screening tool
- Provides, if needed, another resource to conduct third-party interviews or investigations into personnel matters

RECOMMENDED MOTION

Motion to approve a contract for credibility assessments, district audits, and interviews as needed between Big Dog Security Solutions and Golder Ranch Fire District.

**GOLDER RANCH FIRE DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement is made and entered into by and between Golder Ranch Fire District, an Arizona Fire District [hereinafter referred to as “**District**”] and BIG DOG SECURITY SOLUTIONS LLC, an Arizona limited liability company [hereinafter referred to as “**Contractor**”].

For and in consideration of the mutual covenants and conditions of their agreement for services, Contractor does hereby accept engagement in accordance with the conditions, covenants and terms that follow:

GENERAL TERMS

WHEREAS, District desires to engage the Contractor to perform personnel consulting services as an independent contractor;

WHEREAS, the Contractor represents that it is fully able and professionally qualified to perform such services; and

WHEREAS, the undersigned person represents and warrants that she is a fully authorized agent of Contractor and is specifically authorized to sign this Agreement on behalf of Contractor.

SPECIAL TERMS AND CONDITIONS

Description of the Work to be Performed by Contractor: On an as needed, if needed basis, Contractor shall perform personnel investigations, credibility assessments, department audits, interviews and such other services as requested by District, through its Fire Chief or designee. .

Compensation: For the services contemplated in this Agreement, District shall pay Contractor the sum of \$ 135.00 dollars per Credibility Assessment Test and \$85.00 an hour for interviews and investigations, payable monthly based upon District’s receipt of Contractor’s invoices itemizing the number of hours worked and the specifically described services performed. Additional expenses (i.e. travel and incidentals) are not compensable, unless pre-approved in writing by the District. This Agreement is non-exclusive and does not guarantee Contractor any minimum amount of work.

Term and Termination: This Agreement shall begin on October 1, 2020 and shall continue in effect until terminated by either party, at-will and without cause, providing 30 days’ advance written notice to the other.

Insurance: The Contractor shall obtain, and maintain, its own insurance, including workers’ compensation, employers’ liability and general liability, sufficient to meet its statutory and business obligations pursuant to its engagement hereunder.

Independent Contractor: It is clearly understood that each party will act in its own capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent

of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

Licenses and Compliance with Laws: The Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the performance of the work and operation of the business conducted by the Contractor. The Contractor and any sub-contractors shall fully comply with all applicable federal, state, and local laws in performing hereunder.

Compliance with Immigration Laws: As mandated by Arizona Revised Statutes [“A.R.S.”] § 41-4401, the District is prohibited 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 comply 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 (including this Agreement) 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.

Applicable Law: The laws of the State of Arizona shall govern this Agreement, and suits regarding this Agreement or the work contemplated hereunder shall be brought only in State courts in the State of Arizona. Venue and jurisdiction for any suit or other dispute resolution proceeding shall be in Pima County, Arizona.

Indemnification:

- A. The Contractor shall indemnify, defend, and hold District harmless from any and all claims, demands, suits, actions, proceedings, loss cost, and damages of every kind and description, including any reasonable attorneys’ fees and/or litigation expenses, which may be brought or made against the Contractor, District, any of District’s officers, managers and employees, or any person, regardless of who makes the claim, to the extent they result from the acts of the Contractor, its employees, agents, representatives, or sub-contractors, their employees, agents or representatives in connection with or incidental to the performance of the work.
- B. The indemnity provided in this section shall survive termination of this Agreement and the work or services contemplated hereunder. The policy limits and types of insurance provided for above shall not limit the scope and extent of indemnity hereunder.

Superseding Agreement: This Agreement specifically supersedes any inconsistent or conflicting provisions of any other agreements, be they oral or written, between the parties, regardless of whether they were executed or entered into before, during, or after this Agreement. However, this Agreement may be terminated or modified, but only in a writing, executed by both parties, which specifically identifies this Agreement by the date entered below.

Cancellation for Conflicts of Interest: District may cancel this Agreement and terminate the work for conflict of interest pursuant to A.R.S. 38-511.

Signed this _____ day of _____, 20__, by Margo M. Darris, an authorized agent of Contractor.

Signed this _____ day of _____, 20__, by _____, an authorized agent of Golder Ranch Fire District.

**GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM**

TO: Governing Board

FROM: Tom Brandhuber, Assistant Chief

DATE: September 15, 2020

SUBJECT: DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL OF A CONTRACT FOR OCCUPATIONAL HEALTHCARE PROVIDER SERVICES FOR ALL DISTRICT PERSONNEL BETWEEN BANNER OCCUPATIONAL HEALTH AND GOLDER RANCH FIRE DISTRICT

ITEM #: 7B

REQUIRED ACTION: Discussion Only Formal Motion Resolution

RECOMMENDED ACTION: Approve Conditional Approval Deny

SUPPORTED BY: Staff Fire Chief Legal Review

BACKGROUND

A recommendation is being made to approve a contract with Banner Occupational Health:

- Services include:
 - Pre-employment physical examinations, return to work examinations, drug and alcohol testing, fitness for duty examinations
- Enhances and streamlined communications between the Human Resources and Health and Safety Division
- Coordination with current District ICA carrier

RECOMMENDED MOTION

Motion to approve a contract for occupational healthcare provider services for all District personnel between Banner Occupational Health and Golder Ranch Fire District.

Occupational Health Services Agreement

This Occupational Health Services Agreement (“Agreement”) is entered into effective as of September 15, 2020 (Effective Date) by and between Banner Ambulatory Provider Group d/b/a Banner Occupational Health – Arizona, LLC, an Arizona limited liability company (“Banner”) and Golder Ranch Fire District, an Arizona fire district (District).

Recitals

- A. Banner is an occupational healthcare service provider which provides employers with employee medical evaluations and health screenings and other related exams and services as requested by an employer subject to personnel policies, standards, regulations, state and federal laws.
- B. Banner is familiar with the District’s operations, including the nature of and the risks associated with fire and emergency medical services first responders, and the District’s overall requirements for a provider of occupational health services to the District’s employees.
- C. Banner entered into an agreement with Northwest Fire District dated as of December 23, 2019 (Northwest Agreement), which includes a provision for *COOPERATIVE USE OF RESULTING CONTRACT OR PURCHASE ORDER* pursuant to which Banner agreed to extend the terms and conditions of the Northwest Agreement to other parties under the same terms and conditions. **A copy of the Northwest Agreement is attached as Exhibit A and incorporated into the terms and conditions of this Agreement. A copy of the cost schedule is attached as Exhibit B and incorporated by reference into the terms and conditions of this Agreement.**
- D. Banner has the ability to provide District with various comprehensive medical and physical screenings, exams, tests, and evaluations, reports, and other occupational health services as described in the Northwest Agreement (generally referred to as Occupational Health Services).
- E. Banner desires to provide District with Occupational Health Services upon the terms and conditions as set forth in the Northwest Agreement.
- F. District is familiar with the Northwest Agreement.
- G. District has determined it is in its best interests to obtain Occupational Health Services from Banner consistent with the Northwest Agreement and upon the terms and conditions as set forth in this Agreement.

Now therefore, the Parties agree as follows.

- 1. Recitals. The Recitals set forth above are incorporated into the terms and conditions of this Agreement.
- 2. Term. This Agreement shall commence on the Effective Date and continue for a period of two years unless sooner terminated up on the terms and conditions of this Agreement.
 - a. Upon written agreement of the parties, this Agreement may be renewed for subsequent twelve (12) month terms.
 - b. This Agreement may be terminated by either party upon thirty (30) days’ prior written notice to the other party.
- 3. Scope of Agreement.
 - a. Upon request of the District, Banner shall provide District with Occupational Health

Services in Pima County and within a prompt and timely manner.

- b. Banner and District in good faith and using their best efforts shall interpret the Northwest Agreement to accommodate District and any substantive modifications shall be in writing signed by the Parties, including electronic signatures.
- c. Nothing in this Agreement shall be interpreted in a manner contrary to local, state, or federal ordinance, regulation, or law.

4. Additional Obligations of Banner.

- a. Banner will provide District with and maintain current contact information for Banner's key personnel assigned to provide services to District under this Agreement.
- b. Invoices shall be sent to:

Golder Ranch Fire District
Attn. Accounts Payable
3885 E Golder Ranch Drive
Tucson, AZ 85739

With a copy emailed to the District's contract liaison.

5. Additional Obligations of District.

- a. District will provide Banner with and maintain current contact information for District's initial contract liaison is Assistant Chief Tom Brandhuber .
- b. District will provide Banner with all relevant current, including as may be amended from time to time, District job descriptions, policies, NFPA standards, relevant guidelines, forms, and other information as may be necessary or reasonably requested by Banner.

6. Miscellaneous Provisions.

- a. Each party warrants that prior to signing this Agreement, all of its internal procedures, rules and regulations have been complied with. The signing of this Agreement constitutes a binding agreement.
- b. Failure of any party to strictly enforce any provisions hereunder, shall not constitute a waiver of rights to demand strict performance of that, or any other provisions hereof at any time hereafter.
- c. The terms and conditions of this Agreement are separate and severable. If for any reason, any Court of law or administrative agency should deem any provision hereof invalid or inoperative, the remaining provisions of this Agreement shall remain valid and in full force and effect.
- d. Any notice required to be given pursuant to the provisions of this Agreement shall be given in writing by registered or certified mail; enclosing such notice in a postage pre-paid envelope addressed as follows:

Golder Ranch fire District
Attn.: Fire Chief
3885 E. Goler Ranch Dr.
Tucson, AZ 85739

- e. Pursuant to A.R.S. Section 38-511, District may cancel this Agreement for conflict of interest.
 - f. This Agreement and all documents and instruments executed in furtherance hereof may be amended or supplemented only by an instrument in writing, signed by the parties against which enforcement thereof may be sought.
 - g. Titles and headings of the paragraphs contained herein are solely for the purpose of convenience and are not intended to in any way affect, control or limit the meaning or application of any such paragraph.
 - h. Words and expressions used herein shall be applicable according to the context and without regard to the number or gender of such words or expressions.
 - i. The parties acknowledge and agree that no representations, warranties, or covenants have been made to, or relied upon by them, or by any person acting for or on their behalf, which are not fully and completely set forth herein. This Agreement supersedes any terms, conditions, covenants or other documents or agreements between the parties.
 - j. This Agreement has been negotiated by the parties and no party has acted under compulsion or duress, economic or otherwise. The parties waive any rule of interpretation which would construe any provision of this Agreement against any party who drafted this Agreement.
7. Insurance. Each party represents that it shall maintain for the duration of this Agreement, sufficient policies of public liability insurance covering all of its obligations undertaken in the implementation of this Agreement.
8. Compliance with Applicable Legal Authorities.
- a. The parties shall each be responsible for their respective compliance with all requirements of any federal, state, county or local ordinances, statutes, charters, codes, rules, regulations, or any other governmental requirements including, but not limited to, the rules and regulations of the Arizona Department of Health Services.
 - b. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding “Non-Discrimination.”
 - c. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.
9. Workers’ Compensation Coverage.
- a. Each party shall comply with the notice provisions of A.R.S. § 23-1022(e). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the incident command protocol in place, and said party shall have the sole responsibility for the payment of workers’ compensation benefits or other fringe benefits of said employees.
10. Governing Law. This Agreement and all documents and instruments executed in furtherance hereof, and the rights and obligations of the parties hereunder, shall be construed and enforced

in accordance with, and shall be governed by, the laws of the State of Arizona, statutory and decisional, in effect from time to time, without giving effect to principles of conflicts of law. All parties consent to personal jurisdiction in Arizona, and venue for any action to enforce this Agreement shall be in Pima County, Arizona.

Authorized and signed by:

Banner

Banner Ambulatory Provider Group
d/b/a Banner Occupational Health – Arizona, LLC,
an Arizona limited liability company

By: _____

Print: _____

Its: _____

District

Golder Ranch Fire District,
an Arizona fire district

By: _____

Print: _____

Its: _____

Attachment – Exhibit A incorporated by reference

Attachment – Exhibit B incorporated by reference



NORTHWEST FIRE DISTRICT NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP Number: 20-07-C24 Title: Annual Physical Exams and Occupational Health Services

DUE IN: FRIDAY, NOVEMBER 15, 2019 AT 11:00 A.M. AZ TIME

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

Submit Proposal to:

Northwest Fire District Administration
5225 W. Massingale Road
Tucson, Arizona 85743

Pre-Proposal Conference: MONDAY, NOVEMBER 4, 2019 at 11:00 A.M. AZ TIME

Northwest Fire District Administration
5225 W. Massingale Road
Tucson, Arizona 85743

This solicitation may be obtained from our website at: <http://www.northwestfire.org/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, 5225 W. Massingale Road, Tucson, Arizona 85743. 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 <http://www.northwestfire.org/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: 10/23/2019



NORTHWEST FIRE DISTRICT NOTICE OF REQUEST FOR PROPOSALS (RFP)

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Submit Proposal to:

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5225 W. Massingale Road
Tucson, Arizona 85743

Pre-Proposal Conference: MONDAY, NOVEMBER 4, 2019 at 11:00 A.M. AZ TIME

Northwest Fire District Administration
5225 W. Massingale Road
Tucson, Arizona 85743

SOLICITATION: Northwest Fire District (NWFd) 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 Annual Physical Exam and 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: 10/29/2019, 10/30/2019, 10/31/2019, and 11/01/2019

I. INSTRUCTIONS TO OFFERORS

1. SUBMISSION OF PROPOSALS

Offerors shall submit one (1) original and seven (7) 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 20-07-C24**” written on the front.

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. Product descriptions shall provide sufficient information to precisely document the product being offered. 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 quantity, products or services more favorable than those given to District, that offeror shall offer same pricing to the District, effective the date effective to other buyer. Unit prices given by offeror shall include all costs required to implement and actively conduct cost control and reduction activities.

Unit Prices shall include all costs and, unless otherwise specified, shall be F.O.B. Destination. Unit prices shall prevail in the event of an extension error. Price each item separately. Delivery time, if stated as a number of days, shall mean "calendar" days. Northwest Fire District reserves the right to question and correct obvious errors.

4. GENERAL SPECIFICATIONS & DEVIATIONS

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

Equipment brand names, models and numbers, when given, are intended to identify a level of quality, equivalent performance and dimensional specifications, and are for reference only, unless otherwise specified in the solicitation.

Failure to examine any drawings, specifications, and instructions will be at the offeror's risk.

Items included in the proposal shall meet the specifications and requirements set forth by the solicitation.

Deviation requests shall be specifically documented and clearly illustrate the deviation to the particular specification or the requirements set forth by this solicitation. The impact of the requested deviation on the end performance of the item shall be fully explained. Deviation requests shall be submitted prior to the initial solicitation due date. Requests submitted within 8 days of the solicitation due date may not be answered. Acceptance or rejection of said deviation request shall be at the sole discretion of the District.

All equipment shall be models of current production, latest design and technology, new and unused unless otherwise specified. Manufacturer and supplier documentation, including and not limited to the following, shall be provided by the successful offeror not later than 14 days after request by the District and at no additional cost: warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and material safety data sheets (MSDS).

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 goods or 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. Any items provided in excess of the quantity stated in the agreement shall be at the Offeror's own risk. Offerors shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to the Northwest Fire District Warehouse Supervisor within 1 workday of the request. The report shall include the name of the requesting individual and the nature of the request.

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 goods or 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 furnish all goods and 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 WARRANTY:

Offeror shall give Northwest Fire District benefit of any price reduction before actual time of shipment except that should Northwest Fire District permit shipment to be made prior to specified shipping date, Northwest Fire District shall have advantage of any price reduction before shipping date. Offerors agree that all pricing given includes all costs required to conduct aggressive and active cost control and reduction activities.

9. 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.

10. QUANTITY:

The quantity of goods ordered shall not be exceeded or reduced without **written** permission in the form of a properly executed purchase order or contract change except in conformity with acknowledged industry tolerances. All quantities are estimates and no guarantee regarding actual usage is provided.

11. DELIVERY:

On-time delivery of goods and 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.

Upon receipt of notification of delivery delay, Northwest Fire District at its sole option may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of the District.

To mitigate or prevent damages caused by delayed delivery, the District may require offeror to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be contractor responsibility. The District reserves the right to procure from alternate source, and/or refuse receipt of or return delayed deliveries, at no cost to the District.

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.

12. INSPECTION:

All goods and services are subject to inspection and testing at place of manufacture, the destination, or both, by Northwest Fire District. Goods failing to meet specifications of the order or contract shall be held at offeror's risk and may be returned to offeror with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of offeror.

In lieu of return of nonconforming supplies, Northwest Fire District, at its sole discretion and without prejudice to District's rights under the *Rights and Remedies of Northwest Fire District for Default* clause below, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition shall not be considered a waiver of that condition for subsequent shipments or deliveries.

II. STANDARD TERMS AND CONDITIONS (CONT.)

13. TAXES, FEES, EXPENSES:

Articles sold to Northwest Fire District are exempt from federal excise taxes. Northwest Fire District will furnish an exemption certificate upon request. No separate charges for delivery, sales tax, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, or proposal preparation, will be paid by Northwest Fire District, unless expressly included and itemized by the solicitation documents. Pricing evaluations will be based on pre-tax pricing offered by vendor.

14. PAYMENT TERMS:

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

15. 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.

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

In the event any item furnished by the offeror in the performance of the contract or purchase order should fail to conform either to the specifications thereof or to the sample submitted by the vendor with their proposal, Northwest Fire District may reject same, and it shall thereupon become the duty of the offeror to reclaim and remove the same, without expense to Northwest Fire District, and immediately replace all such rejected items with others conforming to the specifications or samples. Should the offeror fail, neglect, or refuse to do so, Northwest Fire District, shall have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to the offeror the difference between the price named in the contract or purchase order and actual cost to Northwest Fire District. 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.

17. 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.

18. 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.

19. 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, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. 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.

II. STANDARD TERMS AND CONDITIONS (CONT.)

20. 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 supplies, equipment and services provided by the Offeror under this contract, pursuant to the terms and conditions stated herein.

21. 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. Offerors may be required to furnish a bond or other indemnification to Northwest Fire District against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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, product specifications, 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.

27. 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.

28. 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.

II. STANDARD TERMS AND CONDITIONS (CONT.)

29. 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.

30. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award in accordance with the District's Procurement Policy.

31. 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 goods and services from other sources for any reason.

32. 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.

33. 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.

34. 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.

35. 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. SCOPE:

The Northwest Fire District is soliciting proposals for Annual Physical Exam Services and Occupational Health Services. Offerors are encouraged to provide an offer for one or both categories of services. Both categories are outlined in the scope of services below. This is a multi-term contract not to exceed five years. The District is seeking options for the most advantageous solution that will minimize costs and maximize efficiency to ensure the well being of our employees.

The Northwest Fire District (NWFD) staff performs an important and dangerous job. The nature of the work and associated stress that our personnel face, place them at a much higher risk for cardiovascular disease and cancer. Furthermore, there is a high rate of injuries in the fire service. The fire service in general and specifically the NWFD can improve these statistics through annual physical examinations, return to duty, fit for duty, and treating workers compensation injuries in accordance with NFPA 1582 (most current version). Designated medical services can have a tremendous impact on reducing firefighter line of duty deaths and/or injuries by identifying and treating the higher risk individuals and detecting issues that are addressed early. A medical evaluation and the continued treatment by the medical provider(s) can provide a baseline for every firefighter and employee who work in a hazardous environment allows for detection of any change in the firefighter and other employee's health during his/her career.

Group 1: The District is seeking Annual Physical Exam Services (Firefighter and Prevention personnel). For additional information see scope of services on page 17 of 42 in SECTION IV: GROUP 1 - ANNUAL PHYSICAL EXAM SERVICES.

Group 2: The District is seeking Occupational Health Services (all personnel). For additional information see scope of services on page 18 of 42 in SECTION V: GROUP 2 - OCCUPATIONAL HEALTH SERVICES.

Multiple Awards:

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

2. MINIMUM QUALIFICATIONS:

Offerors shall provide a statement of qualifications as a provider of annual physical examination and/or 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 – Annual Physical Exam Services** and return the form with information/documentation as requested.
- c. Offerors shall complete the Cost Summary contained in **Appendix III: Cost Summary – Occupational Health Services** and return the form with information/documentation as requested.
- d. Offerors shall meet all Minimum Qualifications contained in the **Appendix IV: Minimum Qualifications Verification Form** and return the form with information/documentation as requested.
- e. 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 V: 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).

The evaluation committee will assign points to each proposal submitted on the basis of the following evaluation criteria, unless otherwise indicated:

a. Firm Experience and Qualifications (25%)

Organizational experience providing annual physicals, fitness testing, pre-employment physicals, workers compensation, return to work, fit for duty, and services, 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 seven (7) copies of your proposal must be submitted. The original must be marked as "Original" on the cover, and the seven 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 operational 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 Annual Physical Exam and Occupational Health Services.
- Tab 3. Provide a STATEMENT OF QUALIFICATIONS.
- Tab 4. Provide a thorough description of your firm's solution and approach as it relates to the District's needs as identified in SECTION IV: GROUP 1 - FIREFIGHTER ANNUAL PHYSICAL EXAM SERVICES.
- Tab 5. Provide a thorough description of your firm's solution and approach as it relates to the District's needs as identified in SECTION V: GROUP 2 - OCCUPATIONAL HEALTH SERVICES.
- Tab 6. Complete APPENDIX I: STATEMENT OF QUALIFICATIONS
- Tab 7. Provide a thorough description of the total cost of services and complete APPENDIX II: COST SUMMARY – ANNUAL PHYSICAL EXAM 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 8. Provide a thorough description of the total cost of services and complete APPENDIX III: 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 9. Complete APPENDIX IV: MINIMUM QUALIFICATION VERIFICATION FORM.
- Tab 10. Complete APPENDIX V: PAST PERFORMANCE VERIFICATION FORM – EXHIBIT A
- Tab 11. 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 12. **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 <http://www.northwestfire.org/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*.

All pricing shall be **“F.O.B. Destination, Freight Pre-Paid”** to the following destination(s):

Northwest Fire District
1520 W. Orange Grove Rd.
Tucson, AZ 85704

6. BRAND NAMES:

Specific brand of merchandise or equipment used in the specification is done to indicate general character or quality desired, or to match an item already in use. Such references are not intended to limit or restrict offers by other vendors. If specified items are not available, please submit an offer on suitable alternatives. Offeror must be prepared to submit an alternative sample at no cost to the District.

When specifications indicate a particular brand and model only, this is required because the specified item must meet a certain quality level, match an existing item or is part of an item already in use. If the brand and model specified only is not available the District reserves the right to consider alternatives. Additional criteria when considering alternatives under this situation shall include an evaluation of how well the alternative matches the specified item in quality, design, color, etc.

Consideration will be given to proposals on other brands quoted as “equal.” However, the Northwest Fire District will be the sole judge on the question of “equal quality.” After each item, full brand name, model, etc., must be written on the proposal form by all the offerors. Descriptive literature must accompany all proposals, if offering an alternative item.

7. WARRANTY/GUARANTEE:

All offeror(s) must guarantee full satisfaction of their products use, or permit unsatisfactory product to be returned collect for full money refund. All defective products shall be replaced and exchanged by the vendor. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the vendor. All replacement products must be received by the District within ten (10) days of initial notification. If applicable, offeror shall indicate current pricing for an annual service contract, and estimated percent increase after the initial year service period expires. The district has the option to either accept or pass on future maintenance agreements. Offeror shall provide an example of a service support agreement with the proposal. Offerors must agree to provide maintenance and repairs after the first year.

8. SAMPLES:

May be required after proposal opening for evaluation. The samples received will be used to determine quality, durability and compliance with specifications. All samples are to be of the same quality as those materials to be supplied by successful offeror(s) upon proposal award. They shall be free of charge and be submitted within five (5) days of request and removed by the offeror at their expense. Award samples may be held for comparison with deliveries. The District shall not be held responsible for any samples damaged or destroyed in examination or testing. Samples not removed within thirty (30) days after notice to the offeror will be regarded as abandoned and the District shall have the right to dispose of them as its own property.

SPECIAL TERMS AND CONDITIONS (CONT.)

9. QUANTITIES:

Quantity(s) as shown are the District's best estimate of projected needs and are in no way guaranteed or implied. Payment will be made to successful offeror for actual quantity(s) ordered and received. Final quantity(s) will be based upon need and funds available at time of the order. In the best interest of the District, we reserve the right to increase or decrease quantities as shown, or to place subsequent orders with successful offeror(s). Successful offeror(s) will be contacted prior to placing subsequent orders for verification of proposal prices.

10. ORDERING:

DISTRICT will make releases by issuing purchase orders under this Agreement. Releases will be transmitted to Supplier via: email, fax or US mail.

Contract administration for the District may be performed by Raymond Thibault or the Northwest Fire District Logistics Division.

Quantities referred to are estimated quantities, and Northwest Fire District reserves the right to increase or decrease these amounts as circumstances may require. No guarantee is made as to the actual work that will be performed during the term of the contract.

Any increase in excess of amount of work must be made through a fully executed change order or amendment to the contract. The contractor will work on an as-needed basis, with no limitations on the number of trips to the on-site locations.

11. DELIVERY:

Delivery is to be F.O.B. destination, freight prepaid to the Northwest Fire District, as indicated on the purchase order. Orders will be placed as soon as possible after proposal opening for delivery. Failure to deliver order within the specified time frame may result in purchase order cancellation. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain district purchase order number, vendor name and name of the article.

12. ACCEPTANCE:

Acceptance of the goods and 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.

13. CONTRACT PERIOD:

It is the intent of the District to award a multi-term contract for the specified services beginning upon award. 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.

14. CONTRACT LIAISON:

The Contract Liaison for any contract awarded under this Request for Proposal will be Patricia Aguilar, (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.

SPECIAL TERMS AND CONDITIONS (CONT.)

15. 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.

16. DEMONSTRATIONS:

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.

17. 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.

18. 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
5225 W. Massingale Rd.
Tucson, AZ 85743

SPECIAL TERMS AND CONDITIONS (CONT.)

19. 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.

20. PROCUREMENT CONTACT:

Questions regarding this solicitation should be submitted in writing to the Purchasing Department, Attention: Raymond Thibault. 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: rthibault@northwestfire.org

VERBAL REQUESTS FOR CLARIFICATIONS OR INTERPRETATIONS WILL NOT BE ACCEPTED.

21. 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.

22. 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

IV: GROUP 1 - ANNUAL PHYSICAL EXAM SERVICES

SCOPE OF SERVICES

- 1) The Northwest Fire District (NWFD) staff performs an important and dangerous job. The nature of the work and associated stress that our personnel face, place them at a much higher risk for cardiovascular disease and cancer. Furthermore, there is a high rate of injuries in the fire service. The fire service in general and specifically the NWFD can improve these statistics through annual physical examinations for firefighter and Prevention personnel in accordance with NFPA 1582 (most current version). Designated medical services can have a tremendous impact on reducing firefighter line of duty deaths and/or injuries by identifying and treating the higher risk individuals and detecting issues that are addressed early. A medical evaluation and the continued treatment by the medical provider(s) can provide a baseline for every firefighter and employee who work in a hazardous environment allows for detection of any change in the firefighter and other employee's health during his/her career.
- 2) The NWFD is seeking Professional Services Agreement(s) with a company or companies that will provide comprehensive evaluations for Annual Physicals for our firefighter and Prevention personnel. The District will consider proposals for annual physical examinations performed within District boundaries and/or on-site mobilization options. NWFD will consider solutions providing timeliness of service. The contractor(s) shall provide physical examinations to include ultrasounds and blood tests for approximately 225 Northwest Fire District employed Fire Department personnel (hereinafter referred to as "employee"). The annual medical evaluation shall be completed every 12 months and be compared to baseline and subsequent evaluation to identify clinically relevant changes. The annual medical evaluations shall be provided by the contractor(s) through the use of a board-certified MD and/or mid-level healthcare provider defined as a certified nurse practitioner or physician's assistant.
- 3) The physical examinations for employees who work in a hazardous environment or due to licensing requirements conducted by the contractor must adhere to the following standards:
 - a) United States Occupational Safety and Health Administration (OSHA) Regulations (Standards 29 CFR).
 - b) National Fire Protection Agency (NFPA) 1582 (most current version), Standard on Comprehensive Occupational Medical Program for Fire Departments which contains minimal standards for release to work.
 - c) United States Department of Transportation (USDOT) 49 CFR 391.41-391.49 excluding drug and alcohol testing. A Medical Examiner's certificate (DOT Certification) shall be issued to each fire department employee and a copy must be provided to the Northwest Fire District's Medical Officer.
- 4) The contractor(s) shall be able to provide onsite services, including all services required in the agreement.
- 5) The contractor(s) will work with the NWFD designated representative(s) to ensure that all requirements of the agreement are met in a timely manner. This may include the scheduling for annual physicals and all follow ups. Annual firefighter physicals shall be done in agreement with the NWFD work schedule in order to maintain continuous service to the community. The schedule will be agreed upon by both parties at least 30 days prior to the start date of annual physical testing with the intent to begin physicals in June of each calendar year.
- 6) Medical Record Keeping
The fire district comprehensive occupational medical program shall include collection and maintenance of a confidential medical and health information system for members. All medical record keeping shall comply with the requirements of 29 CFR 1910.1020, "Access to employee exposure and medical records," and other applicable regulations and laws. This data base shall include any follow up or additional fitness and/or medical testing performed outside of these guidelines. The information shall be maintained as part of an individual's comprehensive medical record. The contractor shall be responsible for archiving these additional records as a part of each employee's confidential medical file.

END OF IV: GROUP 1 - ANNUAL PHYSICAL EXAM SERVICES

V: GROUP 2 - OCCUPATIONAL HEALTH SERVICES

SCOPE OF SERVICES

I. ALL DISTRICT EMPLOYEES

The Northwest Fire District is seeking proposals from qualified firms to provide professional services for occupational health services in accordance with NFPA 1582 (most current version). The Northwest Fire District has 248 full time employees. Over the past three (3) years the District has averaged 15 new hires per year and the District has had 55 claims per calendar year. The Northwest Fire District responds to medical and fire calls, and has its own internal support departments for fleet, facilities, fire prevention, fire code and fire investigations, public safety education, community affairs, public information services, and support personnel. The required services and performance conditions are described in the following Scope of Services.

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 pre-employment drug test results, or other specified examinations requiring additional time.
- G. Final 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 or not they are permanent, 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 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.
- K. 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.
- L. Contractor must assist the District in developing and reviewing applicable tests for job classifications as requested by the District.
- M. 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. PRE-EMPLOYMENT PHYSICAL EXAMINATIONS

- A. Pre-employment physical examinations will be conducted in accordance with this Contract and instructions from the applicable Group's Contract Representative. Contractors will assure that all examinations will include all components requested by the District.
- B. Contractor will provide DOT Certified Physicians to provide DOT exams.
- C. Contractor will provide services to current employees and candidates for employment with the District who produce written authorization of services and a copy of their job classification description. The written authorization for services will be provided on a District form which also requires, (at a minimum), preliminary results. 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.
- D. Pre-employment physical examinations may include but are not limited to:
 - 1. Review of job classification for physical requirements for the position and a Health Questionnaire, if applicable (Questionnaire forms to be provided by Contractor)
 - 2. Medical History provided by the patient
 - 3. Physical examination
 - 4. Objective spinal testing to include flexibility and lifting
 - 5. Drug Test
 - 6. Laboratory tests as agreed upon by the District and the Contractor for the type of Pre-employment physical being requested
 - 7. X-rays
 - 8. Pulmonary Function Test (PFT)
 - 9. Audiogram – With respect to annual audiogram testing, all Standard Threshold Shifts (STS) shall be reported as soon as feasibly possible to the designated District Group Contract Representative.
- E. Determination of the employee/candidate's ability to perform in the position for which they are being evaluated will be provided as described in Section I, subsections G and H.
- F. Any procedures other than routine pre-employment procedures require prior authorization from the applicable Group Contract Representative.

III. RETURN TO WORK EXAMINATIONS

Employees who meet the criteria defined in the current District Administrative Directives 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 in order to complete the evaluation, Contractor will obtain the job description from the District Website or call the District to obtain a copy of the job description.
- 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/candidate'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 must be provided to the employee upon completion of the examination, before the employee leaves, and also to the designated District Group Contract Representative.

IV. WORK STATUS VERIFICATION EXAMINATIONS

Employees who request light duty for non-industrial conditions 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 the District website or call the District to obtain a copy of the job description.
- 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 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 related evaluations, Contractor will not forward a report containing the employee's condition or diagnosis, but will keep that information in their permanent records.

V. DISTRICT PHYSICIAN MEDICATION CLEARANCE EXAMINATION

Employees who meet the criteria defined in the current District Administrative Directives may be required to have a medication clearance examination for prescription and/or non-prescription medications. In most cases, these evaluations are 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.

VI. REPORTING AND CONTRACTORS' RESPONSIBILITIES for Physicals, Return to Work, Fit for Duty and Workers' Compensation

- A. NWFD and the contractor shall maintain complete and accurate records for testing, Return to Work, Fit for Duty, and Workers' Compensation on each District employee, including, but not limited to, annual requirements for specific tests. A "Fit for Duty" certificate will be provided to NWFD for each employee on an annual basis for physicals, Return to Work, which may be associated with Workers' Compensation claims. Both parties shall comply with HIPPA. The NWFD shall also receive from the contractor an aggregate report on the data collected during the annual physicals which describes the overall health of the fire district. Each fire district member shall receive a copy of the information gathered during their annual physical, including interpretive data.
- B. Evaluate fire district candidates and members to identify medical conditions that could affect their ability to safely respond to and participate in emergency operations.
- C. Utilize the essential job task descriptions supplied by the fire district to determine a candidate's or a member's medical certification.
- D. Report the results of the medical evaluation to the current member, including any medical condition(s) identified during the medical evaluation, and the recommendation as to whether the current member is medically certified to safely perform the essential job tasks.
- E. Forward copies of any abnormal results along with patient instructions regarding primary care follow-up to current members who were instructed to seek (as appropriate) medical follow-up to address any medical conditions, or lab abnormalities, identified during the medical evaluation.
- F. 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 NFPA 1582-18.
- G. 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.
- H. 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.

VII. 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 the Occupational Health and Leaves group only and are limited to job related factors consistent with the assigned position of the employee.

- A. The District will provide the contractor with: a cover letter, copy of the job description, documented concerns of the employee's ability to perform in their assigned position, 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 work place 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.

VIII. DRUG AND ALCOHOL TESTING

Drug and alcohol testing may be required for:

- Pre-employment physicals
- Random Testing (to be conducted monthly throughout the calendar year)
- Reasonable Suspicion
- Post-Accident
- Return to work
- 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.

IX. 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 Contractor will notify District Group Contract Representative of any DOT medical clearance in a pending status.
- D. 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.

X. 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.

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

- A. For initial visits, employees should present with the District's Supervisor's Report of Injury form 100B to be completed by the physician.
- 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 100B, 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 Third Party Administrator within three (3) business days.

XIII. TREATMENT/SERVICES

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

- A. Contractor will work with the Third Party Administrator 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. In some cases, Independent Medical Evaluations may be performed as arranged by the District's Third Party Administrator, (TPA). At the completion of the IME, the TPA will provide a copy of the report to the Contractor for appropriate management of the case, i.e. additional treatment recommendations, change in work status, case closure, etc. The contractor must contact the designated District representative and the TPA to discuss case management **before** meeting with the employee, making a determination on the disposition of the case or authoring a work status report to the employee.
- D. 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 District Risk Management/Safety. 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, the employee's department, and the Third Party Administrator 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 Occupational Health and Leaves Group, the Group Contract Representative and the District's Third Party Administrator 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 without approval from the Occupational Health and Leaves Group.

XVIII. AFTER HOURS TELEPHONE TRIAGE

Contractor will provide after-hours telephone **triage** service for professional medical advice in emergency situations that occur outside routine business hours. Recommendations for work status shall not be provided over the phone.

XIX. 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.**

XX. 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 and the District's Third Party administrator within three (3) business days after the examination/visit. All medical reports for industrial injuries must be typed.

XXI. EXPOSURES PROTOCOL

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.

XXII. SERVICES FOR FIRE SUPPRESSION PERSONNEL

In addition to the requirements for All District Employees, Contractor shall also perform the following for NWFD Fire Suppression Personnel:

- A. Maintain, in cooperation with representatives of NWFD, firefighter physical performance standards as part of departmental policy and the Preventive Medicine/Physical Fitness Program and mental health.
- B. Maintain NWFD's annual screening program that will evaluate firefighters' medical status, risk factors, physiologic function, mental health and physical fitness.
- C. Use physiological testing equipment that assures accurate and reliable measurements of physical performance standards and data management in compliance with NFPA 1582, NFPA 1583 (most current versions) and the Fire Service Joint Labor Management Wellness-Fitness Initiative.
- D. Maintain NWFD's follow-up program that directs and supports the efforts of individual firefighters to reduce health risks, correct medical problems or improve job performance capacity with process established by Contractor for achieving recommended healthcare follow through
- E. Actively participate in the review and administration of a physical fitness program for NWFD.
- F. Supply regular department profile reports (group data only with individual firefighter confidentiality fully protected) analyzing the effectiveness of the Preventive Medicine/Physical Fitness Program in upgrading and maintaining the health and fitness of District firefighters.
- G. Continue to update, validate and defend physical standards as may be necessary.
- H. Conduct a Physical Abilities Test (PAT) to assess a firefighter's fitness to return to full duty per NWFD protocol, and at request of NWFD, using the PAT protocol- Attachment A.

XXIII. Pre-Employment Examinations

- A. Results shall be sent as required in section II: letter C and to the Public Safety Personnel Retirement System. Pass/Fail results shall be sent to District Group Contract Representative.
- B. Pre-employment medical examinations for NWFD personnel must also be in accordance with NFPA 1582(most current version).
- C. Any procedures other than routine pre-employment procedures require prior approval from NWFD Contract Representative.
- D. Hepatitis Profile to include Hepatitis A antibody, B surface antibody and antigen and C antibody testing.
- E. Pulmonary Function Assessment to determine Self Contained Breathing Apparatus (SCBA) classification to include: pulmonary function testing and respirator physical questionnaire.

XXIV. Treatment of Industrial Injuries

- A. Exposure protocol information for commissioned NWFD employees will need to comply with NFPA 1581.
- B. Contractor must provide after-hours consultation.

XXV. Return to Work Examination

No additional requirements for Fire Suppression Personnel.

XXVI. Fitness for Duty

No additional requirements for Fire Suppression Personnel.

XXVII. Drug and Alcohol Testing

See Section VIII.

XXVIII. Mental Health Services

Establish and support NWFD's mental health professional subject matter expert in the administration of NWFD's mental health program.

XXIX. 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. Annual Fire Department Evaluations
Contractor shall provide an annual medical examination and related services to uniformed members (approximately 632 in number) of the Northwest Fire District (NWFD). This examination shall be part of a Preventive Medicine/Physical Fitness Program designed to reduce the firefighter's risks for job related injuries and illnesses and to assure maintenance of physical capacity to meet job requirements.
- C. Policy and Discussion:
When necessary, Contractor, in cooperation with NWFD, will assist in researching and defining firefighters' performance standards as part of department policy. Contractor must be familiar and comply with the NFPA 1582, NFPA 1583 (most current versions) and the Fire Service Joint Labor Management Wellness-Fitness Initiative. Contractor will relate all respects of the standards and program to specific job conditions and hazardous exposures encountered by firefighters. Contractor will emphasize methods that provide specific feedback and direction to firefighters regarding health and performance issues, to include but not be limited to, integrating Contractor's program with the ongoing exercise program and facilities already established within the Fire District. It will be necessary for Contractor to maintain a high level of coordination with representatives of NWFD and, as necessary, representatives of the occupational health component of this contract. Contractor must accommodate scheduling requested by the Fire District.
- D. 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. Coronary artery disease risk factor assessment, including ultrasound and a certified ultrasound technician on site to assess carotid artery disease and studies will be read by a cardiologist.
 3. Sub-maximal treadmill stress test for cardiac response to exercise and aerobic capacity. maximal stress treadmill test for age 40 and older or younger if significant medical risk factors (chest pain, diabetes, smoker, heart attack in parent).
 4. Blood lipid profile, including total cholesterol (TC), high density lipoprotein (HDL), low density lipoprotein, triglycerides and TC/ HDL cholesterol ratio.
 5. Percent of body fat and muscle utilizing most accurate method available.
 6. Physiological testing including hearing, vision, and pulmonary function.
 7. Laboratory testing including urinalysis, complete blood count, liver and kidney function (chemistry profile), T4 Free and TSH non-dialysis thyroid test, NMP22 bladder cancer check, CRP high sensitivity test and stool Hemoccult (age 40 and older), prostate specific antigen (PSA) (age 40 and older), Hepatitis A antibody hepatitis B surface antibody and antigen, and hepatitis C antibody, hepatitis C RNA PCR.
 8. Tetanus immunization per CDC protocol.
 9. Tuberculin skin test (NWFD paramedic personnel to read induration).
 10. Critical review of physical fitness test results conducted by department personnel.
 11. A chest x-ray, per NFPA 1582 (most current version).
 12. Development of an individualized improvement program in the areas of medical problems, life style modification, and fitness training, utilizing fitness prescription software.
 13. A secure password protected HIPAA compatible computer portal or mobile app for individual firefighters to access their physical examination results.

14. For personnel approaching 60 years old or older and requesting a continued employment extension, Contractor will provide a Continuation of Service medical evaluation that will include a maximal stress treadmill or step-mill, pulmonary function, hearing, vision and physician examination.
15. Cancer screening CA125
16. The second year evaluation for all participating NWFD personnel will consist of the same components as the first year evaluation except that the chest x-ray test will not be included, except for those medically indicated.
17. The third year and subsequent year evaluations will consist of the same components as the second year except that the chest x-ray test will not be included unless for those medically indicated or per NFPA 1582 (most current version) a chest x-ray every five years.
18. After the baseline evaluation and each succeeding annual evaluation, Contractor will provide follow up fitness counseling at required intervals to determine progress on their individualized improvement programs and to make modifications as needed. Contractor shall provide a dietitian for nutrition counseling.
19. As a result of the annual evaluation, following referral by the District Physician, Contractor will work with any firefighter found unfit for duty in order to develop an individualized program to correct medical problems and/or improve physical capacity. Contractor will work with NWFD in the evaluation of individuals whose medical problems or physical capacities are not correctable/corrected. Contractor will also work with and refer firefighters to NWFD Peer Fitness Trainers and dietitian, as necessary.
20. Contractor will provide each firefighter with identified problems with the following additional components of the follow-up program to the annual evaluation:
 - a. A personal fitness log for recording monthly summaries of exercise activities.
 - b. Analyze the exercise log in terms of the individual's fitness training program.
 - c. Contractor will provide re-testing to determine fitness for duty.
21. Contractor will review and maintain an epidemiologic surveillance program for hazardous material exposures, and potential health effects in firefighters that has the following components:
 - a. 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.
 - b. A database 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.
 - c. Special toxicology and industrial hygiene evaluations as needed to evaluate specific incidents.
 - d. Statistical and epidemiologic analysis of the surveillance data to assure early detection of potential health problems.
22. Contractor shall complete annual screening evaluation of all uniformed members of NWFD within a fiscal year (July 1 – June 30).
23. Contractor shall provide telephone or in-person professional medical consultation to personnel requiring mental health support and/or Peer Operational Support Team (POST) to –assist with work status.

END OF V: GROUP 2 - OCCUPATIONAL HEALTH SERVICES

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 annual physicals, fitness testing, pre-employment physicals, workers compensation, 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 Medial Director and perform physicals onsite in the District's Training Center and/or at Contractor's facility.
- 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 you 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) Firm's capacity to conduct 225 or more annual physicals and fitness tests.
- 5) 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 complete **Appendix III: Reference Form**. 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.

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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 –ANNUAL PHYSICAL EXAM SERVICES**Annual Physical Exams Price Page****Firefighter and Prevention Personnel Requirements****Examinations**

1	Medical History Physical	\$ _____
2	Vital Signs	\$ _____
3	Audiogram	\$ _____
4	Vision	\$ _____
5	Pulmonary Functions	\$ _____
6	EKG 12-Lead	\$ _____
7	Single view CXR	\$ _____
8	Respirator Questionnaire	\$ _____
9	Hazmat Questionnaire	\$ _____
10	Flexibility/Core Strength Testing	\$ _____
11	TB skin test	\$ _____
12	Treadmill – submaximal	\$ _____
13	Treadmill – maximal treadmill test	\$ _____
14	No Show/Cancellation of physical	\$ _____
15	PSA – over 40	\$ _____
16	Blood Lead – if needed	\$ _____

Lab work

17	A1C	\$ _____
18	Offer HIV	\$ _____
19	CXR – as medically indicated	\$ _____
20	Maximal Treadmill based on Risk	\$ _____
21	Hepatitis B Quantitative Lab Draw	\$ _____
22	Heavy Metal screening (Blood Lead)	\$ _____
23	Cancer screening	\$ _____
24	Sleep & Stress Questionnaires	\$ _____
25	Cancer & Cardio Disease Risk Reduction	\$ _____

Fitness Evaluations

26	WFI Submaximal Step Mill test	\$ _____
27	12 mets or 42 VO2 max	\$ _____
28	Alternative to flexibility	\$ _____
29	Exposure HIV testing	\$ _____

END OF APPENDIX II

APPENDIX III: 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	\$ _____

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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	

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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 III

APPENDIX IV: 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 IV

APPENDIX V: 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: Friday, November 15, 2019 at 11:00 am AZ time

Please email to rthibault@northwestfire.org 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 Physical Examination/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 a Physical Examination/Occupational Health service provider?

8. What are their drawbacks as a Physical Examination/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. _____

4. _____

END OF APPENDIX V

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? http://www.northwestfire.org/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 No

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. 20-07-C24. 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 _____, 2019.

Awarded this _____ day of _____, 2019.

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

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.

Banner Occupational Health; LLC dba
Banner Occupational Health Clinics

Company Name
PO Box 291614
Address
Phoenix AZ 85038
City State Zip

For clarification of this offer, contact:

Name: Rebecca Tuymman
Cell: | Office:
Phone: 602-300-2509 | 602-845-5081
Fax:
E-mail: Rebecca.Tuymman@bannerhealth.co


Signature of Person Authorized to Sign
Amanda Carranza
Printed Name
OHS Director
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. 20-07-C24. 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 10 day of December, 2019.


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

Awarded this 23 day of December, 2019.


George Carter
As Northwest Fire District Chair and not personally


Thomas A. Benavidez



Fee Schedule

Services:

Breath Alcohol Test	\$35
DOT Physical Exam	\$95
Drug Screen 5-Panel DOT	\$55
Drug Screen 10-Panel Non-DOT	\$55
Drug Screen Hair Collection	\$55
Fit for Duty Exam	\$250 per hour
Fit for Work Exam	\$80
Random DOT Drug Screen Program Initial One-Time Setup Fee	\$75
Random DOT Drug Screen Pull Fee	\$25 per pull
Return to Work Exam	\$80
Injury Care for Workers Compensation billed according to State fee schedule.	

HIV Post Exposure Prophylaxis (PEP) Pricing (needle sticks, blood exposures):

1. Nurse Triage Call	\$80.00
2. Licensed Practitioner Intervention	\$175.00
3. Initial Visits	\$100.00
4. Results Visits	\$50.00
5. Follow-up Visit (1 week if on meds)	\$75.00
6. Follow-up Visit (2 weeks if on meds)	\$75.00
7. Follow-up Visit (3 weeks if on meds)	\$75.00
8. Follow-up Visit (4 weeks if on meds)	\$75.00
9. Follow-up Visit (12 weeks)	\$75.00
10. Follow-up Visit (24 weeks)	\$75.00

Costs billed in addition to visits:

Patient Testing:

1. ALT Liver function	\$25.00
2. Blood Chem/CBC/UA (if on meds)	\$40.00
3. Hepatitis B Titer	\$60.00
4. Hepatitis B Vaccine	\$95.00 each
5. Hepatitis C Test	\$90.00
6. HIV Test	\$90.00
7. Tetanus	\$45.00
8. Tdap	\$65.00
9. HBIG	Market price
10. Hep C RNA	\$350.00

Source Testing:

1. HIV Test	\$90.00
2. Hepatitis C Test	\$90.00
3. Hepatitis B Antigen	\$60.00

Medications:

One week supply of the following medications (maximum of four (4) weeks on meds) (Pricing below is estimated pricing as medications and pricing fluctuate based on medical standard and market prices):

Isentress-HIV	\$420.00**
Truvada-HIV	\$985.00**
Ondanstron-Nausea (used as needed, price per pill)	\$5.00**

***All prices are subject to change.*

All services provided by Banner will be subject to the terms of this letter. We look forward to meeting your occupational health needs. Should you wish to discuss the terms of our services, please call Rebecca Twyman-Adams at 602-255-7515.

**GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM**

TO: Governing Board

FROM: Tom Brandhuber, Assistant Chief

DATE: September 15, 2020

SUBJECT: DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL OF A CONTRACT FOR ANNUAL MEDICAL EVALUATIONS AND PRE-EMPLOYMENT MEDICAL EXAMINATIONS FOR UNIFORM PERSONNEL BETWEEN 1582 AND GOLDER RANCH FIRE DISTRICT

ITEM #: 7C

REQUIRED ACTION: Discussion Only Formal Motion Resolution

RECOMMENDED ACTION: Approve Conditional Approval Deny

SUPPORTED BY: Staff Fire Chief Legal Review

BACKGROUND

A recommendation is being made to approve a contract with 1582:

- Meets or exceeds current NFPA standards for annual medical evaluations and pre-employment medical examinations
- Enhanced cancer screening tests via blood tests, ultrasound, and skin cancer assessment
- X-ray records that are digital as opposed to current practice of actual x-ray films
- Two phases of examination:
 - First phase: blood draw, ultrasound scan, skin cancer assessment, and chest x-ray
 - Second phase: fitness assessment, stress treadmill, EKG, and physician's exam

RECOMMENDED MOTION

Motion to approve a contract for annual medical evaluations and pre-employment medical examinations for uniform personnel between 1582 and Golder Ranch Fire District.

Annual Physical Exam Services Agreement

This Annual Physical Exam Services Agreement (Agreement) is entered into as of September 15, 2020, by and between Gilbert, Gaetke and Associates of Nevada, MD, LTD (Professional Medical Corporation) d/b/a ARC Health and Wellness Centers and 1582, LLC (Management Services Organization) all collectively and commonly referred to as 1582 (Provider) and Golder Ranch Fire District, an Arizona fire district (District).

Recitals

- A. Provider is a provider of annual physical examinations for firefighters in the Western United States serving fire departments in Arizona, Nevada, Colorado and California.
- B. Provider conducts annual physical exams in accordance with the NFPA 1582 guidelines utilizing only licensed physicians in conducting the Annual Physical Exams.
- C. Provider is familiar with District's operations including its need for annual physical examinations for its firefighters.
- D. Provider entered into an agreement with Northwest Fire District as of December 23, 2019 (Northwest Agreement), which includes a provision for mutual use under which the terms of the Northwest Agreement may be extended to District. **A copy of the Northwest Agreement is attached as Exhibit A and incorporated into the terms and conditions of this Agreement by reference.**
- E. Provider has the ability to provided its services to District and has invited District to obtain its services upon the same terms and conditions of the Northwest Agreement as set forth in its letter to the District dated August 3, 2020 a copy of which is attached as Exhibit B.
- F. District is familiar with the services provided by Provider.
- G. District is familiar with the Northwest Agreement.
- H. District has determined it is in its best interests to obtain annual physical examinations and pre-employment medical examinations for uniform personnel from Provider consistent with the Northwest Agreement and upon the terms and conditions as set forth in this Agreement.

Now therefore, the Parties agree as follows.

- 1. Recitals. The Recitals set forth above are incorporated into the terms and conditions of this Agreement.
- 2. Term. This Agreement shall commence as of September 15, 2020 and continue through December 15, 2022 unless sooner terminated up on the terms and conditions of this Agreement.
 - a. Upon written agreement of the parties, this Agreement may be renewed for subsequent twelve (12) month terms.y
 - b. District may cancel this agreement with or without cause, penalty, charge or sanction on ninety (90) days written notice to the other party of their intent to terminate the agreement.

3. Scope of Agreement.

- a. Upon request of the District, Provider shall provide District with annual physical examinations and pre-employment medical examinations for uniform personnel in Pima County and within a prompt and timely manner.
- b. Provider and District in good faith and using their best efforts shall interpret the Northwest Agreement to accommodate District and any substantive modifications shall be in writing signed by the Parties, including electronic signatures.
- c. Nothing in this Agreement shall be interpreted in a manner contrary to local, state, or federal ordinance, regulation, or law.

4. Additional Obligations of Provider.

- a. Provider will provide District with and maintain current contact information for Provider's key personnel assigned to provide services to District under this Agreement.
- b. Invoices shall be sent to:
Golder Ranch Fire District with a copy emailed to the District's
Attn. Accounts Payable contract liaison
3885 E Golder Ranch Drive
Tucson, AZ 85739

5. Additional Obligations of District.

- a. District will provide Provider with and maintain current contact information for District's initial contract liaison is: Assistant Chief Tom Brandhuber.
- b. District will provide Provider with all relevant current information as Provider may reasonably request from time to time.

6. Miscellaneous Provisions.

- a. Each party warrants that prior to signing this Agreement, all of its internal procedures, rules and regulations have been complied with. The signing of this Agreement constitutes a binding agreement.
- b. Failure of any party to strictly enforce any provisions hereunder, shall not constitute a waiver of rights to demand strict performance of that, or any other provisions hereof at any time hereafter.
- c. The terms and conditions of this Agreement are separate and severable. If for any reason, any Court of law or administrative agency should deem any provision hereof invalid or inoperative, the remaining provisions of this Agreement shall remain valid and in full force and effect.
- d. Any notice required to be given pursuant to the provisions of this Agreement shall be given in writing by registered or certified mail; enclosing such notice in a postage pre-paid envelope addressed as follows:

Golder Ranch fire District
Attn.: Fire Chief
3885 E. Goler Ranch Dr.
Tucson, AZ 85739

- e. Pursuant to A.R.S. Section 38-511, District may cancel this Agreement for conflict of interest.
 - f. This Agreement and all documents and instruments executed in furtherance hereof may be amended or supplemented only by an instrument in writing, signed by the parties against which enforcement thereof may be sought.
 - g. Titles and headings of the paragraphs contained herein are solely for the purpose of convenience and are not intended to in any way affect, control or limit the meaning or application of any such paragraph.
 - h. Words and expressions used herein shall be applicable according to the context and without regard to the number or gender of such words or expressions.
 - i. The parties acknowledge and agree that no representations, warranties, or covenants have been made to, or relied upon by them, or by any person acting for or on their behalf, which are not fully and completely set forth herein. This Agreement supersedes any terms, conditions, covenants or other documents or agreements between the parties.
 - j. This Agreement has been negotiated by the parties and no party has acted under compulsion or duress, economic or otherwise. The parties waive any rule of interpretation which would construe any provision of this Agreement against any party who drafted this Agreement.
7. Insurance. Each party represents that it shall maintain for the duration of this Agreement, sufficient policies of public liability insurance covering all of its obligations undertaken in the implementation of this Agreement.
8. Compliance with Applicable Legal Authorities.
- a. The parties shall each be responsible for their respective compliance with all requirements of any federal, state, county or local ordinances, statutes, charters, codes, rules, regulations, or any other governmental requirements including, but not limited to, the rules and regulations of the Arizona Department of Health Services.
 - b. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding “Non-Discrimination.”
 - c. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.
9. Workers’ Compensation Coverage.
- a. Each party shall comply with the notice provisions of A.R.S. § 23-1022(e). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the incident command protocol in place, and said party shall have the sole responsibility for the payment of workers’ compensation benefits or other fringe benefits of said employees.
10. Governing Law. This Agreement and all documents and instruments executed in furtherance hereof, and the rights and obligations of the parties hereunder, shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of Arizona, statutory and

decisional, in effect from time to time, without giving effect to principles of conflicts of law. All parties consent to personal jurisdiction in Arizona, and venue for any action to enforce this Agreement shall be in Pima County, Arizona.

Authorized and signed by:

Provider

Gilbert, Gaetke and Associates of Nevada, MD, LTD (Professional Medical Corporation) d/b/a ARC Health and Wellness Centers and 1582, LLC (Management Services Organization) collectively and commonly referred to as 1582

By: _____

Print: _____

Its: _____

District

Golder Ranch Fire District,
an Arizona fire district

By: _____

Print: _____

Its: _____

**Attachment – Exhibit A incorporated by reference
Exhibit B incorporated by reference**



NORTHWEST FIRE DISTRICT NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP Number: 20-07-C24 Title: Annual Physical Exams and Occupational Health Services

DUE IN: FRIDAY, NOVEMBER 15, 2019 AT 11:00 A.M. AZ TIME

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

Submit Proposal to:

Northwest Fire District Administration
5225 W. Massingale Road
Tucson, Arizona 85743

Pre-Proposal Conference: MONDAY, NOVEMBER 4, 2019 at 11:00 A.M. AZ TIME

Northwest Fire District Administration
5225 W. Massingale Road
Tucson, Arizona 85743

This solicitation may be obtained from our website at: <http://www.northwestfire.org/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, 5225 W. Massingale Road, Tucson, Arizona 85743. 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 <http://www.northwestfire.org/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: 10/23/2019



NORTHWEST FIRE DISTRICT NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP Number: 20-07-C24 Title: Annual Physical Exams and Occupational Health Services

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Submit Proposal to:

Northwest Fire District Administration
5225 W. Massingale Road
Tucson, Arizona 85743

Pre-Proposal Conference: MONDAY, NOVEMBER 4, 2019 at 11:00 A.M. AZ TIME

Northwest Fire District Administration
5225 W. Massingale Road
Tucson, Arizona 85743

SOLICITATION: Northwest Fire District (NWFD) 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 Annual Physical Exam and 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: 10/29/2019, 10/30/2019, 10/31/2019, and 11/01/2019

I. INSTRUCTIONS TO OFFERORS

1. SUBMISSION OF PROPOSALS

Offerors shall submit one (1) original and seven (7) 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 20-07-C24**” written on the front.

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. Product descriptions shall provide sufficient information to precisely document the product being offered. 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 quantity, products or services more favorable than those given to District, that offeror shall offer same pricing to the District, effective the date effective to other buyer. Unit prices given by offeror shall include all costs required to implement and actively conduct cost control and reduction activities.

Unit Prices shall include all costs and, unless otherwise specified, shall be F.O.B. Destination. Unit prices shall prevail in the event of an extension error. Price each item separately. Delivery time, if stated as a number of days, shall mean "calendar" days. Northwest Fire District reserves the right to question and correct obvious errors.

4. GENERAL SPECIFICATIONS & DEVIATIONS

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

Equipment brand names, models and numbers, when given, are intended to identify a level of quality, equivalent performance and dimensional specifications, and are for reference only, unless otherwise specified in the solicitation.

Failure to examine any drawings, specifications, and instructions will be at the offeror's risk.

Items included in the proposal shall meet the specifications and requirements set forth by the solicitation.

Deviation requests shall be specifically documented and clearly illustrate the deviation to the particular specification or the requirements set forth by this solicitation. The impact of the requested deviation on the end performance of the item shall be fully explained. Deviation requests shall be submitted prior to the initial solicitation due date. Requests submitted within 8 days of the solicitation due date may not be answered. Acceptance or rejection of said deviation request shall be at the sole discretion of the District.

All equipment shall be models of current production, latest design and technology, new and unused unless otherwise specified. Manufacturer and supplier documentation, including and not limited to the following, shall be provided by the successful offeror not later than 14 days after request by the District and at no additional cost: warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and material safety data sheets (MSDS).

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 goods or 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. Any items provided in excess of the quantity stated in the agreement shall be at the Offeror's own risk. Offerors shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to the Northwest Fire District Warehouse Supervisor within 1 workday of the request. The report shall include the name of the requesting individual and the nature of the request.

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 goods or 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 furnish all goods and 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 WARRANTY:

Offeror shall give Northwest Fire District benefit of any price reduction before actual time of shipment except that should Northwest Fire District permit shipment to be made prior to specified shipping date, Northwest Fire District shall have advantage of any price reduction before shipping date. Offerors agree that all pricing given includes all costs required to conduct aggressive and active cost control and reduction activities.

9. 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.

10. QUANTITY:

The quantity of goods ordered shall not be exceeded or reduced without **written** permission in the form of a properly executed purchase order or contract change except in conformity with acknowledged industry tolerances. All quantities are estimates and no guarantee regarding actual usage is provided.

11. DELIVERY:

On-time delivery of goods and 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.

Upon receipt of notification of delivery delay, Northwest Fire District at its sole option may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of the District.

To mitigate or prevent damages caused by delayed delivery, the District may require offeror to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be contractor responsibility. The District reserves the right to procure from alternate source, and/or refuse receipt of or return delayed deliveries, at no cost to the District.

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.

12. INSPECTION:

All goods and services are subject to inspection and testing at place of manufacture, the destination, or both, by Northwest Fire District. Goods failing to meet specifications of the order or contract shall be held at offeror's risk and may be returned to offeror with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of offeror.

In lieu of return of nonconforming supplies, Northwest Fire District, at its sole discretion and without prejudice to District's rights under the *Rights and Remedies of Northwest Fire District for Default* clause below, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition shall not be considered a waiver of that condition for subsequent shipments or deliveries.

II. STANDARD TERMS AND CONDITIONS (CONT.)

13. TAXES, FEES, EXPENSES:

Articles sold to Northwest Fire District are exempt from federal excise taxes. Northwest Fire District will furnish an exemption certificate upon request. No separate charges for delivery, sales tax, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, or proposal preparation, will be paid by Northwest Fire District, unless expressly included and itemized by the solicitation documents. Pricing evaluations will be based on pre-tax pricing offered by vendor.

14. PAYMENT TERMS:

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

15. 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.

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

In the event any item furnished by the offeror in the performance of the contract or purchase order should fail to conform either to the specifications thereof or to the sample submitted by the vendor with their proposal, Northwest Fire District may reject same, and it shall thereupon become the duty of the offeror to reclaim and remove the same, without expense to Northwest Fire District, and immediately replace all such rejected items with others conforming to the specifications or samples. Should the offeror fail, neglect, or refuse to do so, Northwest Fire District, shall have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to the offeror the difference between the price named in the contract or purchase order and actual cost to Northwest Fire District. 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.

17. 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.

18. 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.

19. 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, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. 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.

II. STANDARD TERMS AND CONDITIONS (CONT.)

20. 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 supplies, equipment and services provided by the Offeror under this contract, pursuant to the terms and conditions stated herein.

21. 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. Offerors may be required to furnish a bond or other indemnification to Northwest Fire District against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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, product specifications, 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.

27. 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.

28. 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.

II. STANDARD TERMS AND CONDITIONS (CONT.)

29. 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.

30. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award in accordance with the District's Procurement Policy.

31. 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 goods and services from other sources for any reason.

32. 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.

33. 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.

34. 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.

35. 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. SCOPE:

The Northwest Fire District is soliciting proposals for Annual Physical Exam Services and Occupational Health Services. Offerors are encouraged to provide an offer for one or both categories of services. Both categories are outlined in the scope of services below. This is a multi-term contract not to exceed five years. The District is seeking options for the most advantageous solution that will minimize costs and maximize efficiency to ensure the well being of our employees.

The Northwest Fire District (NWFD) staff performs an important and dangerous job. The nature of the work and associated stress that our personnel face, place them at a much higher risk for cardiovascular disease and cancer. Furthermore, there is a high rate of injuries in the fire service. The fire service in general and specifically the NWFD can improve these statistics through annual physical examinations, return to duty, fit for duty, and treating workers compensation injuries in accordance with NFPA 1582 (most current version). Designated medical services can have a tremendous impact on reducing firefighter line of duty deaths and/or injuries by identifying and treating the higher risk individuals and detecting issues that are addressed early. A medical evaluation and the continued treatment by the medical provider(s) can provide a baseline for every firefighter and employee who work in a hazardous environment allows for detection of any change in the firefighter and other employee's health during his/her career.

Group 1: The District is seeking Annual Physical Exam Services (Firefighter and Prevention personnel). For additional information see scope of services on page 17 of 42 in SECTION IV: GROUP 1 - ANNUAL PHYSICAL EXAM SERVICES.

Group 2: The District is seeking Occupational Health Services (all personnel). For additional information see scope of services on page 18 of 42 in SECTION V: GROUP 2 - OCCUPATIONAL HEALTH SERVICES.

Multiple Awards:

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

2. MINIMUM QUALIFICATIONS:

Offerors shall provide a statement of qualifications as a provider of annual physical examination and/or 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 – Annual Physical Exam Services** and return the form with information/documentation as requested.
- c. Offerors shall complete the Cost Summary contained in **Appendix III: Cost Summary – Occupational Health Services** and return the form with information/documentation as requested.
- d. Offerors shall meet all Minimum Qualifications contained in the **Appendix IV: Minimum Qualifications Verification Form** and return the form with information/documentation as requested.
- e. 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 V: 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).

The evaluation committee will assign points to each proposal submitted on the basis of the following evaluation criteria, unless otherwise indicated:

a. Firm Experience and Qualifications (25%)

Organizational experience providing annual physicals, fitness testing, pre-employment physicals, workers compensation, return to work, fit for duty, and services, 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 seven (7) copies of your proposal must be submitted. The original must be marked as "Original" on the cover, and the seven 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 operational 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 Annual Physical Exam and Occupational Health Services.
- Tab 3. Provide a STATEMENT OF QUALIFICATIONS.
- Tab 4. Provide a thorough description of your firm's solution and approach as it relates to the District's needs as identified in SECTION IV: GROUP 1 - FIREFIGHTER ANNUAL PHYSICAL EXAM SERVICES.
- Tab 5. Provide a thorough description of your firm's solution and approach as it relates to the District's needs as identified in SECTION V: GROUP 2 - OCCUPATIONAL HEALTH SERVICES.
- Tab 6. Complete APPENDIX I: STATEMENT OF QUALIFICATIONS
- Tab 7. Provide a thorough description of the total cost of services and complete APPENDIX II: COST SUMMARY – ANNUAL PHYSICAL EXAM 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 8. Provide a thorough description of the total cost of services and complete APPENDIX III: 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 9. Complete APPENDIX IV: MINIMUM QUALIFICATION VERIFICATION FORM.
- Tab 10. Complete APPENDIX V: PAST PERFORMANCE VERIFICATION FORM – EXHIBIT A
- Tab 11. 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 12. **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 <http://www.northwestfire.org/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*.

All pricing shall be **“F.O.B. Destination, Freight Pre-Paid”** to the following destination(s):

Northwest Fire District
1520 W. Orange Grove Rd.
Tucson, AZ 85704

6. BRAND NAMES:

Specific brand of merchandise or equipment used in the specification is done to indicate general character or quality desired, or to match an item already in use. Such references are not intended to limit or restrict offers by other vendors. If specified items are not available, please submit an offer on suitable alternatives. Offeror must be prepared to submit an alternative sample at no cost to the District.

When specifications indicate a particular brand and model only, this is required because the specified item must meet a certain quality level, match an existing item or is part of an item already in use. If the brand and model specified only is not available the District reserves the right to consider alternatives. Additional criteria when considering alternatives under this situation shall include an evaluation of how well the alternative matches the specified item in quality, design, color, etc.

Consideration will be given to proposals on other brands quoted as “equal.” However, the Northwest Fire District will be the sole judge on the question of “equal quality.” After each item, full brand name, model, etc., must be written on the proposal form by all the offerors. Descriptive literature must accompany all proposals, if offering an alternative item.

7. WARRANTY/GUARANTEE:

All offeror(s) must guarantee full satisfaction of their products use, or permit unsatisfactory product to be returned collect for full money refund. All defective products shall be replaced and exchanged by the vendor. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the vendor. All replacement products must be received by the District within ten (10) days of initial notification. If applicable, offeror shall indicate current pricing for an annual service contract, and estimated percent increase after the initial year service period expires. The district has the option to either accept or pass on future maintenance agreements. Offeror shall provide an example of a service support agreement with the proposal. Offerors must agree to provide maintenance and repairs after the first year.

8. SAMPLES:

May be required after proposal opening for evaluation. The samples received will be used to determine quality, durability and compliance with specifications. All samples are to be of the same quality as those materials to be supplied by successful offeror(s) upon proposal award. They shall be free of charge and be submitted within five (5) days of request and removed by the offeror at their expense. Award samples may be held for comparison with deliveries. The District shall not be held responsible for any samples damaged or destroyed in examination or testing. Samples not removed within thirty (30) days after notice to the offeror will be regarded as abandoned and the District shall have the right to dispose of them as its own property.

SPECIAL TERMS AND CONDITIONS (CONT.)

9. QUANTITIES:

Quantity(s) as shown are the District's best estimate of projected needs and are in no way guaranteed or implied. Payment will be made to successful offeror for actual quantity(s) ordered and received. Final quantity(s) will be based upon need and funds available at time of the order. In the best interest of the District, we reserve the right to increase or decrease quantities as shown, or to place subsequent orders with successful offeror(s). Successful offeror(s) will be contacted prior to placing subsequent orders for verification of proposal prices.

10. ORDERING:

DISTRICT will make releases by issuing purchase orders under this Agreement. Releases will be transmitted to Supplier via: email, fax or US mail.

Contract administration for the District may be performed by Raymond Thibault or the Northwest Fire District Logistics Division.

Quantities referred to are estimated quantities, and Northwest Fire District reserves the right to increase or decrease these amounts as circumstances may require. No guarantee is made as to the actual work that will be performed during the term of the contract.

Any increase in excess of amount of work must be made through a fully executed change order or amendment to the contract. The contractor will work on an as-needed basis, with no limitations on the number of trips to the on-site locations.

11. DELIVERY:

Delivery is to be F.O.B. destination, freight prepaid to the Northwest Fire District, as indicated on the purchase order. Orders will be placed as soon as possible after proposal opening for delivery. Failure to deliver order within the specified time frame may result in purchase order cancellation. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain district purchase order number, vendor name and name of the article.

12. ACCEPTANCE:

Acceptance of the goods and 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.

13. CONTRACT PERIOD:

It is the intent of the District to award a multi-term contract for the specified services beginning upon award. 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.

14. CONTRACT LIAISON:

The Contract Liaison for any contract awarded under this Request for Proposal will be Patricia Aguilar, (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.

SPECIAL TERMS AND CONDITIONS (CONT.)

15. 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.

16. DEMONSTRATIONS:

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.

17. 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.

18. 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
5225 W. Massingale Rd.
Tucson, AZ 85743

SPECIAL TERMS AND CONDITIONS (CONT.)

19. 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.

20. PROCUREMENT CONTACT:

Questions regarding this solicitation should be submitted in writing to the Purchasing Department, Attention: Raymond Thibault. 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: rthibault@northwestfire.org

VERBAL REQUESTS FOR CLARIFICATIONS OR INTERPRETATIONS WILL NOT BE ACCEPTED.

21. 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.

22. 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

IV: GROUP 1 - ANNUAL PHYSICAL EXAM SERVICES

SCOPE OF SERVICES

- 1) The Northwest Fire District (NWFD) staff performs an important and dangerous job. The nature of the work and associated stress that our personnel face, place them at a much higher risk for cardiovascular disease and cancer. Furthermore, there is a high rate of injuries in the fire service. The fire service in general and specifically the NWFD can improve these statistics through annual physical examinations for firefighter and Prevention personnel in accordance with NFPA 1582 (most current version). Designated medical services can have a tremendous impact on reducing firefighter line of duty deaths and/or injuries by identifying and treating the higher risk individuals and detecting issues that are addressed early. A medical evaluation and the continued treatment by the medical provider(s) can provide a baseline for every firefighter and employee who work in a hazardous environment allows for detection of any change in the firefighter and other employee's health during his/her career.
- 2) The NWFD is seeking Professional Services Agreement(s) with a company or companies that will provide comprehensive evaluations for Annual Physicals for our firefighter and Prevention personnel. The District will consider proposals for annual physical examinations performed within District boundaries and/or on-site mobilization options. NWFD will consider solutions providing timeliness of service. The contractor(s) shall provide physical examinations to include ultrasounds and blood tests for approximately 225 Northwest Fire District employed Fire Department personnel (hereinafter referred to as "employee"). The annual medical evaluation shall be completed every 12 months and be compared to baseline and subsequent evaluation to identify clinically relevant changes. The annual medical evaluations shall be provided by the contractor(s) through the use of a board-certified MD and/or mid-level healthcare provider defined as a certified nurse practitioner or physician's assistant.
- 3) The physical examinations for employees who work in a hazardous environment or due to licensing requirements conducted by the contractor must adhere to the following standards:
 - a) United States Occupational Safety and Health Administration (OSHA) Regulations (Standards 29 CFR).
 - b) National Fire Protection Agency (NFPA) 1582 (most current version), Standard on Comprehensive Occupational Medical Program for Fire Departments which contains minimal standards for release to work.
 - c) United States Department of Transportation (USDOT) 49 CFR 391.41-391.49 excluding drug and alcohol testing. A Medical Examiner's certificate (DOT Certification) shall be issued to each fire department employee and a copy must be provided to the Northwest Fire District's Medical Officer.
- 4) The contractor(s) shall be able to provide onsite services, including all services required in the agreement.
- 5) The contractor(s) will work with the NWFD designated representative(s) to ensure that all requirements of the agreement are met in a timely manner. This may include the scheduling for annual physicals and all follow ups. Annual firefighter physicals shall be done in agreement with the NWFD work schedule in order to maintain continuous service to the community. The schedule will be agreed upon by both parties at least 30 days prior to the start date of annual physical testing with the intent to begin physicals in June of each calendar year.
- 6) Medical Record Keeping
The fire district comprehensive occupational medical program shall include collection and maintenance of a confidential medical and health information system for members. All medical record keeping shall comply with the requirements of 29 CFR 1910.1020, "Access to employee exposure and medical records," and other applicable regulations and laws. This data base shall include any follow up or additional fitness and/or medical testing performed outside of these guidelines. The information shall be maintained as part of an individual's comprehensive medical record. The contractor shall be responsible for archiving these additional records as a part of each employee's confidential medical file.

END OF IV: GROUP 1 - ANNUAL PHYSICAL EXAM SERVICES

V: GROUP 2 - OCCUPATIONAL HEALTH SERVICES

SCOPE OF SERVICES

I. ALL DISTRICT EMPLOYEES

The Northwest Fire District is seeking proposals from qualified firms to provide professional services for occupational health services in accordance with NFPA 1582 (most current version). The Northwest Fire District has 248 full time employees. Over the past three (3) years the District has averaged 15 new hires per year and the District has had 55 claims per calendar year. The Northwest Fire District responds to medical and fire calls, and has its own internal support departments for fleet, facilities, fire prevention, fire code and fire investigations, public safety education, community affairs, public information services, and support personnel. The required services and performance conditions are described in the following Scope of Services.

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 pre-employment drug test results, or other specified examinations requiring additional time.
- G. Final 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 or not they are permanent, 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 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.
- K. 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.
- L. Contractor must assist the District in developing and reviewing applicable tests for job classifications as requested by the District.
- M. 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. PRE-EMPLOYMENT PHYSICAL EXAMINATIONS

- A. Pre-employment physical examinations will be conducted in accordance with this Contract and instructions from the applicable Group's Contract Representative. Contractors will assure that all examinations will include all components requested by the District.
- B. Contractor will provide DOT Certified Physicians to provide DOT exams.
- C. Contractor will provide services to current employees and candidates for employment with the District who produce written authorization of services and a copy of their job classification description. The written authorization for services will be provided on a District form which also requires, (at a minimum), preliminary results. 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.
- D. Pre-employment physical examinations may include but are not limited to:
 - 1. Review of job classification for physical requirements for the position and a Health Questionnaire, if applicable (Questionnaire forms to be provided by Contractor)
 - 2. Medical History provided by the patient
 - 3. Physical examination
 - 4. Objective spinal testing to include flexibility and lifting
 - 5. Drug Test
 - 6. Laboratory tests as agreed upon by the District and the Contractor for the type of Pre-employment physical being requested
 - 7. X-rays
 - 8. Pulmonary Function Test (PFT)
 - 9. Audiogram – With respect to annual audiogram testing, all Standard Threshold Shifts (STS) shall be reported as soon as feasibly possible to the designated District Group Contract Representative.
- E. Determination of the employee/candidate's ability to perform in the position for which they are being evaluated will be provided as described in Section I, subsections G and H.
- F. Any procedures other than routine pre-employment procedures require prior authorization from the applicable Group Contract Representative.

III. RETURN TO WORK EXAMINATIONS

Employees who meet the criteria defined in the current District Administrative Directives 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 in order to complete the evaluation, Contractor will obtain the job description from the District Website or call the District to obtain a copy of the job description.
- 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/candidate'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 must be provided to the employee upon completion of the examination, before the employee leaves, and also to the designated District Group Contract Representative.

IV. WORK STATUS VERIFICATION EXAMINATIONS

Employees who request light duty for non-industrial conditions 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 the District website or call the District to obtain a copy of the job description.
- 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 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 related evaluations, Contractor will not forward a report containing the employee's condition or diagnosis, but will keep that information in their permanent records.

V. DISTRICT PHYSICIAN MEDICATION CLEARANCE EXAMINATION

Employees who meet the criteria defined in the current District Administrative Directives may be required to have a medication clearance examination for prescription and/or non-prescription medications. In most cases, these evaluations are 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.

VI. REPORTING AND CONTRACTORS' RESPONSIBILITIES for Physicals, Return to Work, Fit for Duty and Workers' Compensation

- A. NWFD and the contractor shall maintain complete and accurate records for testing, Return to Work, Fit for Duty, and Workers' Compensation on each District employee, including, but not limited to, annual requirements for specific tests. A "Fit for Duty" certificate will be provided to NWFD for each employee on an annual basis for physicals, Return to Work, which may be associated with Workers' Compensation claims. Both parties shall comply with HIPPA. The NWFD shall also receive from the contractor an aggregate report on the data collected during the annual physicals which describes the overall health of the fire district. Each fire district member shall receive a copy of the information gathered during their annual physical, including interpretive data.
- B. Evaluate fire district candidates and members to identify medical conditions that could affect their ability to safely respond to and participate in emergency operations.
- C. Utilize the essential job task descriptions supplied by the fire district to determine a candidate's or a member's medical certification.
- D. Report the results of the medical evaluation to the current member, including any medical condition(s) identified during the medical evaluation, and the recommendation as to whether the current member is medically certified to safely perform the essential job tasks.
- E. Forward copies of any abnormal results along with patient instructions regarding primary care follow-up to current members who were instructed to seek (as appropriate) medical follow-up to address any medical conditions, or lab abnormalities, identified during the medical evaluation.
- F. 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 NFPA 1582-18.
- G. 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.
- H. 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.

VII. 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 the Occupational Health and Leaves group only and are limited to job related factors consistent with the assigned position of the employee.

- A. The District will provide the contractor with: a cover letter, copy of the job description, documented concerns of the employee's ability to perform in their assigned position, 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 work place 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.

VIII. DRUG AND ALCOHOL TESTING

Drug and alcohol testing may be required for:

- Pre-employment physicals
- Random Testing (to be conducted monthly throughout the calendar year)
- Reasonable Suspicion
- Post-Accident
- Return to work
- 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.

IX. 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 Contractor will notify District Group Contract Representative of any DOT medical clearance in a pending status.
- D. 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.

X. 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.

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

- A. For initial visits, employees should present with the District's Supervisor's Report of Injury form 100B to be completed by the physician.
- 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 100B, 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 Third Party Administrator within three (3) business days.

XIII. TREATMENT/SERVICES

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

- A. Contractor will work with the Third Party Administrator 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. In some cases, Independent Medical Evaluations may be performed as arranged by the District's Third Party Administrator, (TPA). At the completion of the IME, the TPA will provide a copy of the report to the Contractor for appropriate management of the case, i.e. additional treatment recommendations, change in work status, case closure, etc. The contractor must contact the designated District representative and the TPA to discuss case management **before** meeting with the employee, making a determination on the disposition of the case or authoring a work status report to the employee.
- D. 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 District Risk Management/Safety. 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, the employee's department, and the Third Party Administrator 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 Occupational Health and Leaves Group, the Group Contract Representative and the District's Third Party Administrator 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 without approval from the Occupational Health and Leaves Group.

XVIII. AFTER HOURS TELEPHONE TRIAGE

Contractor will provide after-hours telephone **triage** service for professional medical advice in emergency situations that occur outside routine business hours. Recommendations for work status shall not be provided over the phone.

XIX. 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.**

XX. 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 and the District's Third Party administrator within three (3) business days after the examination/visit. All medical reports for industrial injuries must be typed.

XXI. EXPOSURES PROTOCOL

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.

XXII. SERVICES FOR FIRE SUPPRESSION PERSONNEL

In addition to the requirements for All District Employees, Contractor shall also perform the following for NWFD Fire Suppression Personnel:

- A. Maintain, in cooperation with representatives of NWFD, firefighter physical performance standards as part of departmental policy and the Preventive Medicine/Physical Fitness Program and mental health.
- B. Maintain NWFD's annual screening program that will evaluate firefighters' medical status, risk factors, physiologic function, mental health and physical fitness.
- C. Use physiological testing equipment that assures accurate and reliable measurements of physical performance standards and data management in compliance with NFPA 1582, NFPA 1583 (most current versions) and the Fire Service Joint Labor Management Wellness-Fitness Initiative.
- D. Maintain NWFD's follow-up program that directs and supports the efforts of individual firefighters to reduce health risks, correct medical problems or improve job performance capacity with process established by Contractor for achieving recommended healthcare follow through
- E. Actively participate in the review and administration of a physical fitness program for NWFD.
- F. Supply regular department profile reports (group data only with individual firefighter confidentiality fully protected) analyzing the effectiveness of the Preventive Medicine/Physical Fitness Program in upgrading and maintaining the health and fitness of District firefighters.
- G. Continue to update, validate and defend physical standards as may be necessary.
- H. Conduct a Physical Abilities Test (PAT) to assess a firefighter's fitness to return to full duty per NWFD protocol, and at request of NWFD, using the PAT protocol- Attachment A.

XXIII. Pre-Employment Examinations

- A. Results shall be sent as required in section II: letter C and to the Public Safety Personnel Retirement System. Pass/Fail results shall be sent to District Group Contract Representative.
- B. Pre-employment medical examinations for NWFD personnel must also be in accordance with NFPA 1582(most current version).
- C. Any procedures other than routine pre-employment procedures require prior approval from NWFD Contract Representative.
- D. Hepatitis Profile to include Hepatitis A antibody, B surface antibody and antigen and C antibody testing.
- E. Pulmonary Function Assessment to determine Self Contained Breathing Apparatus (SCBA) classification to include: pulmonary function testing and respirator physical questionnaire.

XXIV. Treatment of Industrial Injuries

- A. Exposure protocol information for commissioned NWFD employees will need to comply with NFPA 1581.
- B. Contractor must provide after-hours consultation.

XXV. Return to Work Examination

No additional requirements for Fire Suppression Personnel.

XXVI. Fitness for Duty

No additional requirements for Fire Suppression Personnel.

XXVII. Drug and Alcohol Testing

See Section VIII.

XXVIII. Mental Health Services

Establish and support NWFD's mental health professional subject matter expert in the administration of NWFD's mental health program.

XXIX. 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. Annual Fire Department Evaluations
Contractor shall provide an annual medical examination and related services to uniformed members (approximately 632 in number) of the Northwest Fire District (NWFD). This examination shall be part of a Preventive Medicine/Physical Fitness Program designed to reduce the firefighter's risks for job related injuries and illnesses and to assure maintenance of physical capacity to meet job requirements.
- C. Policy and Discussion:
When necessary, Contractor, in cooperation with NWFD, will assist in researching and defining firefighters' performance standards as part of department policy. Contractor must be familiar and comply with the NFPA 1582, NFPA 1583 (most current versions) and the Fire Service Joint Labor Management Wellness-Fitness Initiative. Contractor will relate all respects of the standards and program to specific job conditions and hazardous exposures encountered by firefighters. Contractor will emphasize methods that provide specific feedback and direction to firefighters regarding health and performance issues, to include but not be limited to, integrating Contractor's program with the ongoing exercise program and facilities already established within the Fire District. It will be necessary for Contractor to maintain a high level of coordination with representatives of NWFD and, as necessary, representatives of the occupational health component of this contract. Contractor must accommodate scheduling requested by the Fire District.
- D. 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. Coronary artery disease risk factor assessment, including ultrasound and a certified ultrasound technician on site to assess carotid artery disease and studies will be read by a cardiologist.
 3. Sub-maximal treadmill stress test for cardiac response to exercise and aerobic capacity. maximal stress treadmill test for age 40 and older or younger if significant medical risk factors (chest pain, diabetes, smoker, heart attack in parent).
 4. Blood lipid profile, including total cholesterol (TC), high density lipoprotein (HDL), low density lipoprotein, triglycerides and TC/ HDL cholesterol ratio.
 5. Percent of body fat and muscle utilizing most accurate method available.
 6. Physiological testing including hearing, vision, and pulmonary function.
 7. Laboratory testing including urinalysis, complete blood count, liver and kidney function (chemistry profile), T4 Free and TSH non-dialysis thyroid test, NMP22 bladder cancer check, CRP high sensitivity test and stool Hemoccult (age 40 and older), prostate specific antigen (PSA) (age 40 and older), Hepatitis A antibody hepatitis B surface antibody and antigen, and hepatitis C antibody, hepatitis C RNA PCR.
 8. Tetanus immunization per CDC protocol.
 9. Tuberculin skin test (NWFD paramedic personnel to read induration).
 10. Critical review of physical fitness test results conducted by department personnel.
 11. A chest x-ray, per NFPA 1582 (most current version).
 12. Development of an individualized improvement program in the areas of medical problems, life style modification, and fitness training, utilizing fitness prescription software.
 13. A secure password protected HIPAA compatible computer portal or mobile app for individual firefighters to access their physical examination results.

14. For personnel approaching 60 years old or older and requesting a continued employment extension, Contractor will provide a Continuation of Service medical evaluation that will include a maximal stress treadmill or step-mill, pulmonary function, hearing, vision and physician examination.
15. Cancer screening CA125
16. The second year evaluation for all participating NWFD personnel will consist of the same components as the first year evaluation except that the chest x-ray test will not be included, except for those medically indicated.
17. The third year and subsequent year evaluations will consist of the same components as the second year except that the chest x-ray test will not be included unless for those medically indicated or per NFPA 1582 (most current version) a chest x-ray every five years.
18. After the baseline evaluation and each succeeding annual evaluation, Contractor will provide follow up fitness counseling at required intervals to determine progress on their individualized improvement programs and to make modifications as needed. Contractor shall provide a dietitian for nutrition counseling.
19. As a result of the annual evaluation, following referral by the District Physician, Contractor will work with any firefighter found unfit for duty in order to develop an individualized program to correct medical problems and/or improve physical capacity. Contractor will work with NWFD in the evaluation of individuals whose medical problems or physical capacities are not correctable/corrected. Contractor will also work with and refer firefighters to NWFD Peer Fitness Trainers and dietitian, as necessary.
20. Contractor will provide each firefighter with identified problems with the following additional components of the follow-up program to the annual evaluation:
 - a. A personal fitness log for recording monthly summaries of exercise activities.
 - b. Analyze the exercise log in terms of the individual's fitness training program.
 - c. Contractor will provide re-testing to determine fitness for duty.
21. Contractor will review and maintain an epidemiologic surveillance program for hazardous material exposures, and potential health effects in firefighters that has the following components:
 - a. 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.
 - b. A database 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.
 - c. Special toxicology and industrial hygiene evaluations as needed to evaluate specific incidents.
 - d. Statistical and epidemiologic analysis of the surveillance data to assure early detection of potential health problems.
22. Contractor shall complete annual screening evaluation of all uniformed members of NWFD within a fiscal year (July 1 – June 30).
23. Contractor shall provide telephone or in-person professional medical consultation to personnel requiring mental health support and/or Peer Operational Support Team (POST) to –assist with work status.

END OF V: GROUP 2 - OCCUPATIONAL HEALTH SERVICES

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 annual physicals, fitness testing, pre-employment physicals, workers compensation, 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 Medial Director and perform physicals onsite in the District's Training Center and/or at Contractor's facility.
- 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 you 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) Firm's capacity to conduct 225 or more annual physicals and fitness tests.
- 5) 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 complete **Appendix III: Reference Form**. 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.

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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 –ANNUAL PHYSICAL EXAM SERVICES**Annual Physical Exams Price Page****Firefighter and Prevention Personnel Requirements****Examinations**

1	Medical History Physical	\$ _____
2	Vital Signs	\$ _____
3	Audiogram	\$ _____
4	Vision	\$ _____
5	Pulmonary Functions	\$ _____
6	EKG 12-Lead	\$ _____
7	Single view CXR	\$ _____
8	Respirator Questionnaire	\$ _____
9	Hazmat Questionnaire	\$ _____
10	Flexibility/Core Strength Testing	\$ _____
11	TB skin test	\$ _____
12	Treadmill – submaximal	\$ _____
13	Treadmill – maximal treadmill test	\$ _____
14	No Show/Cancellation of physical	\$ _____
15	PSA – over 40	\$ _____
16	Blood Lead – if needed	\$ _____

Lab work

17	A1C	\$ _____
18	Offer HIV	\$ _____
19	CXR – as medically indicated	\$ _____
20	Maximal Treadmill based on Risk	\$ _____
21	Hepatitis B Quantitative Lab Draw	\$ _____
22	Heavy Metal screening (Blood Lead)	\$ _____
23	Cancer screening	\$ _____
24	Sleep & Stress Questionnaires	\$ _____
25	Cancer & Cardio Disease Risk Reduction	\$ _____

Fitness Evaluations

26	WFI Submaximal Step Mill test	\$ _____
27	12 mets or 42 VO2 max	\$ _____
28	Alternative to flexibility	\$ _____
29	Exposure HIV testing	\$ _____

END OF APPENDIX II

APPENDIX III: 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	\$ _____

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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	

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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 III

APPENDIX IV: 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 IV

APPENDIX V: 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: Friday, November 15, 2019 at 11:00 am AZ time

Please email to rthibault@northwestfire.org 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 Physical Examination/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 a Physical Examination/Occupational Health service provider?

8. What are their drawbacks as a Physical Examination/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. _____

4. _____

END OF APPENDIX V

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

No

Is Offer and Acceptance Page properly signed? Proposals submitted without an original, signed Offer and Acceptance Page may be deemed nonresponsive.

Yes

No

Are addendums signed and attached?

<http://www.northwestfire.org/notices/purchasing>

Yes

No

PRICE

Please Indicate number of days that prices are firm.

Are prices indicated by unit and totals?

Yes

No

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. 20-07-C24. 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 _____, 2019.

Awarded this _____ day of _____, 2019.

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

Cooperative Use of Resulting Contract – Northwest Fire District # 20-07-C24

On December 11, 2019 - 1582 was awarded the **Group 1 – Annual Physical Exam Services** portion of the RFP # 20-07-C24 with Northwest Fire District. This Contract was given a Cooperative Use of Resulting Contract Clause where other Public Agencies may utilize the procurement Occupational Health Service’s needs.

“**COOPERATIVE USE**” of Northwest Fire District – Annual Physical Exam and Occupational Health Services Contract # 20-07-C24
Page 9 of RFP # 20-07-C24
Section 35

35. 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.

ARIZ. REV. STAT. ANN. § 41-2632. Cooperative purchasing authorized; definitions

A. Any public procurement unit may either participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any materials, services, professional services, construction or construction services with one or more public procurement units or external procurement activities in accordance with an agreement entered into between the participants.

We hereby invite your Golder Ranch Fire District and offer our services under Northwest Fire District Contract # 20-07-C24 and all price considerations to the your local District with consideration to be given to volume and scheduling.

Term:

Contract Term is October 1, 2020 – December 11, 2022 with Possible Extensions may be negotiated for an additional two years.

Cancellation of Agreement:

Golder Ranch Fire District may cancel this agreement with or without cause, penalty, charge or sanction on ninety (90) days written notice to the other party of their intent to terminate the agreement.

Cooperative Use of Resulting Contract – Northwest Fire District # 20-07-C24

Both parties agree to terms on Northwest Fire District Contract # 20-07-C24 and according to this sheet.

Golder Ranch Fire District

1582, LLC

By: _____

By:  _____

Name: _____

Name: Paul W. Granstrom

Title: _____

Title: President

Date: _____

Date: September 5, 2020

Address: 3885 East Golder Ranch Dr.
Tucson, AZ 85739

Address: 1925 W. Orange Grove Rd
Suite # 304
Tucson, AZ 85704

Phone: (520) 825-9001

Phone: (775) 846-3413

**GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM**

TO: Governing Board

FROM: Dave Christian, Finance Manager

DATE: September 15, 2020

SUBJECT: DISCUSSION AND POSSIBLE ACTION REGARDING THE GOLDER RANCH FIRE DISTRICT RECONCILIATION AND MONTHLY FINANCIAL REPORT

ITEM #: 7D

REQUIRED ACTION: Discussion Only Formal Motion Resolution

RECOMMENDED ACTION: Approve Conditional Approval Deny

SUPPORTED BY: Staff Fire Chief Legal Review

BACKGROUND

Presented are the monthly financial reports and cash reconciliation.

RECOMMENDED MOTION

Motion to approve and accept the Golder Ranch Fire District reconciliation and monthly financial report as presented.

Golder Ranch Fire District
 Summary Budget Comparison - SUMMARY BUDGET TO ACTUAL **BOARD PACKET**
 From 8/1/2020 Through 8/31/2020

Account Code	Account Title	Current Period Budget	Current Period Actual	YTD Budget	YTD Actual
5000	Labor/Benefits/Employee Development	2,200,894.81	2,200,635.34	5,638,061.78	5,313,346.08
6000	Supplies/Consumables	137,197.42	139,903.73	269,194.84	219,636.70
6500	Vehicle / Equipment Expense	57,978.67	77,287.72	115,957.34	109,204.32
6750	Utilities / Communications	44,170.53	41,583.18	83,383.80	81,222.51
7000	Professional Services	104,433.36	33,121.19	204,866.72	70,431.96
7500	Dues/Subscriptions/Maint. Fees	34,935.60	20,493.87	52,755.20	70,765.89
7750	Insurance	4,833.33	1,020.00	27,272.66	31,152.00
8000	Repairs / Maintenance	35,073.50	61,853.50	66,147.00	97,277.24
9000	Debt Service	2,250.16	6,119.26	4,500.32	9,017.37
9500	Capital Outlay	909,488.33	253,736.10	948,696.66	301,594.22
Report Difference		(3,531,255.71)	(2,835,753.89)	(7,410,836.32)	(6,303,648.29)

**GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM**

TO: Governing Board

FROM: Randy Karrer, Fire Chief

DATE: September 15, 2020

SUBJECT: EXECUTIVE SESSION: THE BOARD MAY VOTE TO GO INTO EXECUTIVE SESSION PURSUANT TO A.R.S. §38-431.03.A(1) FOR THE PURPOSE OF DISCUSSION AND REVIEW OF THE FIRE CHIEF'S ANNUAL GOALS AND PERFORMANCE MEASURES

ITEM #: 7E

REQUIRED ACTION: Discussion Only Formal Motion Resolution

RECOMMENDED ACTION: Approve Conditional Approval Deny

SUPPORTED BY: Staff Fire Chief Legal Review

BACKGROUND

This item allows the Golder Ranch Fire District Governing Board to adjourn into executive session to discuss and review Fire Chief Randy Karrer's annual goals and performance measures.

RECOMMENDED MOTION

Motion to enter into Executive Session pursuant to A.R.S. §38-431.03.A(1) for the purpose of discussion and review of the fire chief's annual goals and performance measures.

**GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM**

TO: Governing Board

FROM: Randy Karrer, Fire Chief

DATE: September 15, 2020

SUBJECT: DISCUSSION AND POSSIBLE ACTION REGARDING THE FIRE CHIEF'S ANNUAL GOALS AND PERFORMANCE MEASURES

ITEM #: 7F

REQUIRED ACTION: Discussion Only Formal Motion Resolution

RECOMMENDED ACTION: Approve Conditional Approval Deny

SUPPORTED BY: Staff Fire Chief Legal Review

BACKGROUND

This item is to allow the Golder Ranch Fire District Governing Board to discuss in open session Fire Chief Randy Karrer's annual goals and performance measures, if deemed appropriate.

RECOMMENDED MOTION

Motion to be determined at the meeting, if necessary.

**GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM**

TO: Governing Board

FROM: Brooke Painter, Board Services Manager

DATE: September 15, 2020

SUBJECT: FUTURE AGENDA ITEMS

ITEM #: 8

REQUIRED ACTION: Discussion Only Formal Motion Resolution

RECOMMENDED ACTION: Approve Conditional Approval Deny

SUPPORTED BY: Staff Fire Chief Legal Review

BACKGROUND

This agenda item allows an individual Governing Board Member to recommend item(s) to go on future agendas.

Pursuant to A.R.S. §38-431.2(H), the Board will not discuss the items(s) at this time because it would be a violation of the Open Meeting Laws and no voting action will be taken on the recommended item.

RECOMMENDED MOTION

No motion is necessary for this agenda item.

**GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM**

TO: Governing Board

FROM: Randy Karrer, Fire Chief

DATE: September 15, 2020

SUBJECT: Call to the Public

ITEM #: 9

REQUIRED ACTION: Discussion Only Formal Motion Resolution

RECOMMENDED ACTION: Approve Conditional Approval Deny

SUPPORTED BY: Staff Fire Chief Legal Review

BACKGROUND

This is the time for the public to comment. Members of the Board may not discuss items that are not on the agenda. The Board is not permitted to discuss or take action on any item raised in the Call to the Public, which are not on the agenda due to restrictions of the Open Meeting Law; however, individual members of the Board are permitted to respond to criticism directed to them. Otherwise, the Board may direct staff to review the matter or that the matter be placed on a future agenda. ** Please see revised instructions to speakers at the bottom of the agenda.

RECOMMENDED MOTION

No motion is necessary for this agenda item.