

**AGREEMENT FOR
PUBLIC SAFETY PERSONNEL PHYSICALS
City of Glendale Solicitation No. RFP 25-03**

This Agreement for Public Safety Personnel Physicals ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and HeartFit For Duty, LLC, an Arizona limited liability company, authorized to do business in the State of Arizona, ("Contractor"), as of the ____ day of _____, 2024.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 25-03 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto; and
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to complete the Project and handle all aspects of the Project (as determined by the City in its sole discretion); such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
 - (2) The City must approve the designated Project Manager; and
 - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
 - c. Discharge, Reassign, Replacement.
 - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$1,250,000, as specifically detailed in **Exhibit B** (the "Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

- a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the Effective Termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. Conflict. Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance.

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

- (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrants their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective

papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
11. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - a. the forced labor of ethnic Uyghurs in the People's Republic of China;
 - b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
12. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
13. **Notices.**
 - 13.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
 - a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.
 - 13.2 **Representatives.**
 - a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

HeartFit For Duty, LLC
c/o Kepra Jack
1901 E. University Dr. #200
Mesa, AZ 85203
kepra@heartfitforduty.org
 - b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Don Vos
11550 W. Glendale Ave.
Glendale, Arizona 85307
(623)772-7173

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

14. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

15. **Entire Agreement; Survival; Counterparts; Signatures.**

15.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

15.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

- 15.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 15.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 15.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 15.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 15.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

16. Term.

- 16.1 Extensions. The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any extension period. Price adjustments will only be reviewed prior to the extension period and any such price adjustment will be a determining factor for any renewal. There are no automatic extensions or renewals of this Agreement.
- 16.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

17. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

18. Cooperative Use of Contract. This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.mesaaz.gov/business/purchasing/save>

19. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

- Exhibit A Project
- Exhibit B Compensation

(Signatures appear on the following page.)

The parties enter into this Agreement as of the Effective Date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

HeartFit for Duty, LLC,
an Arizona limited liability company



By: Kepra Jack
Its: COO

EXHIBIT A
PUBLIC SAFETY PERSONNEL PHYSICALS
PROJECT

Contractor shall provide services per RFP 25-03/42500006, attached below.



City of Glendale
Solicitation Number: RFP 25-03 / 42500006

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

PUBLIC SAFETY PERSONNEL PHYSICALS

1. INTRODUCTION

The City of Glendale Police Department (Department) invites sealed proposals for required medical services to be provided to Police Department employees (collectively, “Services”), as described in more detail herein.

All services provided by the Contractor shall occur during the normal hours of operation, Monday – Friday 7:30 AM to 6:00 PM, Saturday and Sunday, 8:00 AM to 4:00 PM unless otherwise agreed to in writing by the City.

The Department has approximately 650 total employees covered under the required medical services program. The selected Contractor will be expected to begin providing Service on or about July 1, 2024.

2. SCOPE OF WORK

The Department’s Health and Safety Officer will oversee the Contractor and will work with the Contractor to ensure the Services are performed in compliance with the requirements of the solicitation and resulting contract to ensure that the needs of the Department and its employees are met.

A. Minimum Qualifications

Contractor shall:

- i. Have five (5) years or more demonstrated experience with planning, implementing, and managing local medical clinics that provide services to public safety employees.
- ii. Have experience and be in compliance with Federal, State, Local, American National Standards Institute (ANSI), Occupational Safety & Health Administration (OSHA), National Registry of Certified Medical Examiners and laws, rules and regulations and all other applicable regulations for the term of this Contract.
- iii. Have five (5) or more years’ significant experience with police and fire sworn employee services. This includes a working knowledge of and experience with the AZPOST, the IAFF/IAFC Wellness Fitness Initiative, NFPA 1582 and OSHA 1910 relating to public safety. The Contractor must be knowledgeable of the duties and responsibilities as well as the physical and mental stresses of the position for which the services are being performed.
- iv. Have five (5) or more years’ experience with FMCSA and FTA Drug and Alcohol Testing requirements and regulations.
- v. Have five (5) or more years’ experience with OSHA pre-employment and on-going occupational health programs and testing requirements.
- vi. Have been conducting business within the Phoenix Metropolitan area for a MINIMUM of five (5) years.



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- vii. Have five (5) or more years of experience providing various education opportunities (nutrition, sleep, exercise, etc) to public safety departments.

B. General Services

Contractor shall:

- i. Provide all Services in a timely, complete, and efficient manner consistent with the requirements stated within, including but not limited to, working in close interaction and interfacing with the Department and other contractors or consultants retained by the Department.
- ii. Serve in an advisory capacity to the Department's Health and Safety Officer.
- iii. Provide all necessary qualified personnel, equipment and supplies to perform the Services at their facility.
- iv. Have personnel devoted to performing the Services for Department employees and with the experience as detailed herein.
- v. Provide Services in a manner that meet applicable OSHA, Department of Health Services, American Medical Association, CDC Guidelines and World Health Organization regulations and standards.
- vi. Maintain a current knowledge of lab services reporting procedures and the related laws and practices.
- vii. Ensure it provides timely, quality, and efficient Services to all Department employees.
- viii. Provide hearing and vision testing; pre-employment physicals (AZPOST, NFPA), annual physicals (MOU/SWAT/NFPA), return to duty physicals and respiratory fit protection, including respirator questionnaire and pulmonary function testing, Hepatitis vaccines, and lead testing.
- ix. Provide in-person training/education on topics (nutrition, sleep, stress management, exercise, etc) related to better health and wellness for public safety employees at the Department's Advanced Officer Training (AOT) approximately 20-40 times a year.

C. Medical Services

Staff must provide the following Services at a minimum, but not limited to:

- i. Provide evidence of Department of Health Services Outpatient Treatment Center license to operate a Health Clinic.
- ii. Pre-employment physical exams in accordance with OSHA regulations, annual physicals on Department employees and potential employees; physicals on incumbent fire fighters in compliance with NFPA 1582 and OSHA 1910 – 134, respiratory fit protection, and police officer physicals in accordance with AZPOST requirements.



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- iii. Return to duty physicals.
- iv. In addition to other services as detailed herein, Contractor is expected to remain current on testing and medical standards for all Services to be performed, reporting procedures and related laws and practices.
- v. Contractor must maintain current knowledge on laboratory services, reporting procedures and related laws and practices.
- vi. Contractor must be knowledgeable of the duties and responsibilities as well as physical and mental stresses of the position for which the services are being performed.

D. Facility Requirements

- i. The Contractor's facility must contain ample facilities to conduct comprehensive medical examinations. Contractor shall submit a floorplan detailing the room types with offer.
- ii. In order to provide the Services to treat patients on a walk-in and/or appointment basis at an acceptable level, the Contractor must provide the following minimum medical staff, i.e., physicians, nurses, physician assistants, medical assistants, radiology technician, and operational clinic director.
- iii. Department employees shall not wait more than 30 minutes from time of check-in to see Doctor/Nurse Practitioner/Physician's Assistant unless a medical emergency with another patient occurs.
- iv. Should Department employee's wait time exceed 30 minutes, Contractor shall propose and, if required and approved by the Department, implement corrective practices and procedures to cut patient wait time below the 30-minute period. The Contractor shall propose performance guarantees if wait times are not met or Contractor is not performing per RFP.

E. Workload

The estimated annual workload is as follows:

- i. Annual SWAT/NFPA physicals: 16 (up to 400 if Fire joins)
- ii. Annual AZPOST police physicals: 50
- iii. MOU Physicals: approximately 50 per year
- iv. Hearing conservation: 60 per year
- v. Respiratory clearances: 400 per year
- vi. Hep A/B Vaccines: 75 per year

F. City Healthcare Provider



City of Glendale
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City is currently self-insured for its medical benefits and is under an agreement to utilize the network of Blue Cross Blue Shield of Arizona (BCBSAZ).

- i. The Contractor will enter into and maintain an agreement as a medical provider with BCBSAZ. Should the City change networks, the Contractor will enter into and maintain an agreement to be a medical provider with the City's new healthcare network provider.

G. Pre-employment Physicals:

- i. These Services shall be performed by a physician or physician assistant licensed in the State of Arizona. Special attention given to conditions that may limit an individual's ability to safely perform the essential functions of the job the applicant is applying for.
- ii. Physical History including medical history, surgeries, significant illnesses, lost time injuries/illnesses (occupational), allergies, past and current chemical and environmental exposures (dust, metals, noise, etc.) medications, immunizations, review of systems.

H. Sworn

These Services include fire and police sworn, SWAT, bomb, and clandestine lab officers.

- i. The Department requires that all annual physicals for public safety personnel shall be performed by a physician.
- ii. The physician must have prior experience with police officer, AZPOST physicals. For police officers, on average the physical takes 75 minutes. All physicals will be scheduled in advance and within **5 business days** of request.
- iii. Police physicals must be performed by a POST certified physician and must follow the AZPOST Medical Examination under Title 13, General Provisions, R13-4-107.B Medical Examination and OSHA Regulations.
- iv. The Fire/SWAT physicals must be performed in accordance with National Fire Protection Association (NFPA) 1582 and 1583 and OSHA regulations. The Fire Service Joint Labor Management Wellness/Fitness Initiative is a historic partnership between the International Association of Fire Chiefs (IAFC) and the International Association of Firefighters (IAFF) to improve the wellness of fire department personnel. This initiative has been used as a guide to formulate a department's Wellness/Fitness Program. The Wellness/Fitness Initiative complies with both the NFPA Standards and OSHA regulation. Consistent with the Initiative, is to help ensure that public safety personnel receive medical health care and education on health, wellness, exposure to both hazardous and infectious materials and safety issues.
- v. The Fire/SWAT physicals must be performed by a physician who has prior experience with fire fighter physicals. The Fire department is usually



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scheduled by apparatus crew so that all members working on an apparatus can be sent for services at the same time providing minimal disruption of service delivery. This approach allows the physicals to be conducted while members are on duty avoiding overtime costs. On average, the physical takes a maximum of four (4) hours to be completed. The Contractor will work with the respective Fire representative to schedule their physicals in advance and coordinate the physicals.

3. PHYSICAL EXAMS

A. SWAT

The annual physical examination is comprehensive and includes the following elements:

- i. Complete health survey and review
- ii. Physical examination and review including medical, occupational and exposure history
- iii. Height/Weight/Blood Pressure
- iv. Visual acuity evaluation
- v. Urine dipstick
- vi. Coronary Risk Assessment
- vii. Pulmonary Function Test (spirometer function screening).
- viii. Stress test (treadmill) using the Davis-Gerkin or Bruce Protocol
- ix. Functional Movement Screening (FMS)
- x. Body composition analysis (fat assessment and body weight)
- xi. Review of immunization history
- xii. Up to a 30-minute consult with physician to discuss physical examination and health survey
- xiii. TB skin test and questionnaire
- xiv. Gross body skin exam (focused on skin cancer)
- xv. Blood analysis consisting of Complete Blood Count (CBC), Blood Chemistry Panel 30, Hepatitis and lipid panel. Employees < 40 test every 3 years, >40 test annually (price separately)
- xvi. PSA for males >40 years of age (price separately)
- xvii. Pelvic Examination including PAP Smear (Females) initially, then every 3 years, HPV screening every 5 years (price separately).
- xviii. Employees have the option to have Hepatitis vaccinations (price separately)
- xix. Respiratory clearance including OSHA Questionnaire for SCBA (price



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separately)

- xx. Audiogram hearing evaluation (in ANSI-approved soundproof booth, OSHA acceptable), per applicable regulation NFPA, OSHA. (price separately)
- xxi. CPET Bike Test (a direct measure of exercise capacity using Peak VO_2) for employees > than 40 years of age. (The CPET will replace the treadmill test). (price separately)
- xxii. Chest x-ray every 5 years or annually if TB positive or new hire or as indicated by clinical conditions, (will be performed in lieu of TB testing) (price separately)
- xxiii. Fecal occult blood testing for employees >40 years of age (price separately).

B. Police Bomb Squad (EOD) Only:

- i. In addition to the full SWAT exams, EOD employees shall be given visual acuity examination to include a color perception test, normal color perception as measured by Pseudoisochromatic Plates (PIP) or Farnsworth F-15 (price separately).

C. Police Officer Health Prevention Physical (MOU Physical):

The Department provides represented police officers with an initial, baseline physical 24 months from the date of regular hire and biennial physical every 24 months thereafter while employed.

- i. Represented employees 40 years of age and older are eligible for examinations every 18 months.
- ii. The Health Prevention Physical will not be for the purpose of medical surveillance and results will be communicated and shared exclusively with the represented employee.
- iii. This information will be kept separate from the employment Physical records. It is a confidential physical provide to sworn police officers.
- iv. The initial physical shall include the following elements:
 - a. Health History
 - b. Physical Examination
 - c. Chest X-ray, 2 views
 - d. Blood analysis consisting of Complete Blood Count (CBC)
- v. Comprehensive metabolic panel (protein levels, electrolytes, renal function, glucose, liver function)
- vi. Urine dipstick
- vii. Audiogram hearing evaluation (in an ANSI-approved soundproof booth)



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- viii. Visual acuity evaluation (with color)
- ix. Spirometry (pulmonary function)
- x. Stress test (treadmill) using the Davis-Gerkin or Bruce Protocol.
- xi. Baseline Neurocognitive Function test

D. Respirator Questionnaire and Pulmonary Testing

- i. Contractor shall be capable of administration and evaluation of a respirator medical questionnaire and pulmonary function testing in conformance with OSHA Respiratory Protection Standard 1910.134. This program shall consist of the minimum requirements as detailed below.
- ii. **OSHA Respirator Medical Questionnaire, sample attached as Exhibit 4.** Administration and evaluation of the questionnaire. If only the questionnaire is administered, the Contractor shall immediately supply a written recommendation regarding the employee's ability to use a respirator.
- iii. Performance of all necessary medical exams which may include, but not be limited to, a pulmonary function test in accordance with OSHA CFR 1910.134(e). If testing is indicated, it will be performed immediately after the questionnaire is evaluated. Contractor must provide a copy of the written recommendation to the employee immediately after testing.
- iv. Not all employees will require a pulmonary function test. Therefore, the Department is requesting separate pricing for administration of the questionnaire and the pulmonary function test.
- v. Contractor shall have a spirometer available for pulmonary function testing. A licensed physician or other licensed health care professional that has been certified by National Institute for Occupational Safety and Health (NIOSH) for pulmonary function-testing and training shall perform spirometry testing.
- vi. All recommendations shall include any limitations on respiratory use related to the medical condition of the employee or related to the workplace conditions in which the respirator will be used, including whether the employee is medically able to use the respirator. All recommendations shall also include the need, if any, for follow up medical evaluations.

E. Hearing Conservation Program

Contractor shall be capable of providing hearing tests, training, and records maintenance for an OSHA Hearing Conservation Program. This is to include, at a minimum, the following:

- i. Pre-testing training
- ii. Baseline hearing tests



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- iii. Annual audiograms
 - iv. Re-testing, as necessary
 - v. Notifications of hearing shifts as prescribed by 29 CRF 1910.
 - vi. Keep medical charts and maintain a database in which all persons in the testing program will be gathered and kept. This will include at a minimum the following:
 - a. Employee name, job title, Division, Department
 - b. All dates of service including type of audiogram (baseline, annual and retest), examiner's name, date last audiogram, date of last acoustic or exhaustive calibration of the audiometer, indication of threshold shift, indication of baseline re-set.
 - c. Contractor shall provide the Health and Safety Officer a quarterly report of all employees in the program who have not had an annual exam in the past 12 months.
 - d. Contractor agrees to provide all accumulated information and most current baseline testing results of all current and former Department employees to the Health and Safety Officer upon request, or expiration or termination of this contract.
 - e. Contractor shall compare the employee's annual audiogram to the most recent baseline test to identify any OSHA defined hearing threshold shift. Contractor shall notify Health and Safety Officer of any OSHA defined threshold shift or re-test of any employee. Contractor shall also notify the employee of any threshold shift and will re-test within 30 days.
- F. Drug/Alcohol Screening
- i. The City's Drug and Alcohol Policy was established to comply with the Drug Free Workplace Act of 1988, and the Arizona Medical Marijuana Act (A.R.S. 36-2801), Department of Transportation (DOT) Drug and Alcohol Testing Rule (49CFR Part 40), Federal Motor Carrier Safety Administration (FMCSA) Drug and Alcohol Testing Regulations (49 CFR Part 382) and Federal Transit Administration (FTA) Drug and Alcohol Regulations (49 CFR Part 655).
 - ii. In accordance with the DOT-FMCSA and the DOT-FTA mandates, and for NON-DOT safety-sensitive employees in order to maintain a drug free work environment, the City will conduct the following categories of tests:
 - a. Pre-employment
 - b. Random
 - c. Reasonable suspicion



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- d. Post-accident
- e. Return to duty
- f. Follow up
- iii. The Breath Alcohol Test (BAT) shall be administered in accordance with federal regulations for DOT-FMCSA and DOT-FTA for determining blood/alcohol levels. For NON-DOT, safety-sensitive employees and other covered personnel, the Saliva Alcohol Test (SAT) shall be administered (if SAT testing is not available, BAT shall be utilized).
- iv. For Drug testing, the Urine Sample Test will be utilized in accordance with federal regulations for DOT-FMCSA, DOT-FTA. The Oral Fluid Test will be used for NON-DOT safety-sensitive employees. If Oral Fluid Test is not available, Urine Sample test shall be utilized.

The following drugs (or their metabolites) (5-panel) shall be tested:

- a. Marijuana
- b. Cocaine
- c. Opiates, including but not limited to semi-synthetic opioids, codeine, heroin, morphine, oxycodone, oxymorphone, hydrocodone, hydromorphone, common names for semi-synthetic opioids include OxyContin, Percodan, Percocet, Vicodin, Lortab, Nordo, Dilaudid and Exalgo.
- d. Phencyclidine (PCP)
- e. Amphetamines, including but not limited to amphetamine, methamphetamine, MDMA, MDA and MDEA
- v. The City has three testing pools consisting of FMCSA (DOT), FTA (DOT) and Other City classified safety sensitive (Non-DOT). Contractor will be responsible for randomizing the selection of all City employees' drug and alcohol testing pools. The City will provide the selection pool, number of persons to be selected and request a random draw approximately once every two months. Minimum Annual Percentage Rates for Random Controlled Substance will be done in accordance with DOT regulations. Currently, ratios are 25% for drug testing, 10% for alcohol testing and 10% for alternates for FMCSA and City-Safety Sensitive (Non-DOT) testing pools. For FTA testing pools, 50% for drug testing, 10% for alcohol testing and 10% for alternates. Occasionally the City will have return-to-duty employees in a random testing pool. Testing for these individuals is determined based upon the Substance Abuse Professional's (SAP) recommendations.
- vi. Contractor will develop relationships with vendors who conduct drug and alcohol testing throughout the United States to accommodate testing for pre-employment physicals.



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- vii. Contractor shall provide for after-hours drug and alcohol testing and on-site testing (accident scene, hospital) to take samples and take samples to the lab for analysis. The lab shall send the results to the Contractor's Medical Review Officer (MRO) and communicate the results to the City's Drug Enforcement Representative (DER). Contractor must be licensed to maintain chain of custody must be maintained must ensure confidentiality.
- viii. Contractor will notify the DER if an employee cannot produce urine for testing after two attempts and shall provide the employee with water and attempt to re-test after 30 minutes.
- ix. Contractor will notify the City's DER of any diluted (negative) and positive results using the designated confirmation information.
- x. Contractor shall provide negative test results no greater than 48 hours after completion of exam. Positive test results shall be provided immediately or no greater than seven (7) calendar days.

4. EMPLOYEE ASSISTANCE PROGRAM

The Department provides an Employee Assistance Program (EAP) benefit to its employees through the Department's EAP Provider. If, during any examination, the Contractor determines that an employee needs clinical assistance, needs counseling or is in crisis, the Contractor shall refer the employee to the Department's provider. The services are completely confidential and are available to employees at no cost. For crisis or non-crisis situations 24 hours/7 days a week, the employee may call 1-844-206-1098 and online at guidanceresources.com. Employees should also be referred to the City's Human Resources Benefits representative, 623-930-2283, to discuss any additional benefits that they may be eligible for. The Contractor can also direct the employee to the Department's Employee Assistance Officer who can be reached at 623-772-7174.

5. LAB TESTING

The Contractor shall be Clinical Laboratory Improvement Amendment (CLIA) certified and Department of Health and Human Services (HHS) National Laboratory Certified Program (NLCP) certified. The lab shall operate in accordance with CLIA and NLCP regulations including federal standards under Substance Abuse and Mental Health Services Administration (SAMHSA) Division of Workplace Programs (DWP). Blood samples may be taken and analyzed or sent to the Contractor's contracted medical laboratory for analysis.

6. RADIOLOGY

X-rays are taken by certified radiology technician and the on-site physician shall have the ability to interpret the results and recommend care. The x-ray may be sent to an outside radiologist for consultation.



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7. PRIVACY OF PROTECTED HEALTH INFORMATION

- A. Contractor will protect all Protected Health Information created or received in the performance of its duties under the Agreement, as required by applicable law.
- B. As a Business Associate, Contractor recognizes and agrees that it is obligated by law to meet the applicable provisions of the HIPAA Rules.
- C. Contractor is permitted to request Protected Health Information it creates or receives to perform its obligations under this Agreement.
- D. Contractor may disclose Protected Health Information to carry out the legal responsibilities of the Agreement provided that disclosures are Required By Law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.
- E. Contractor will require any of its subcontractors and agents, to which Contractor is permitted to disclose Protected Health Information, to provide reasonable assurance, evidenced by written contract, that subcontractor or agent will comply with the same privacy and security obligations as Contractor with respect to such Protected Health Information.
- F. Prior to requesting any Protected Health Information or directing any subcontractor or agent or other third party, the Contractor shall ensure that they take any required actions and obtain any required authorizations which may be necessary for such disclosure.
- G. The City will have the right to terminate this Agreement if Contractor has engaged in a pattern of activity or practice that constitutes a material breach or violation of its obligations regarding Protected Health Information under this Agreement and, on notice of such material breach or violation, fails to take reasonable steps to cure the breach or end the violation.
- H. If Contractor fails to cure the material breach or end the violation within thirty (30) days after receipt of notice, the City may terminate the Agreement by providing the Contractor written notice of termination, stating the uncured material breach or violation that provides the basis for the termination and specifying the effective date of the termination.
- I. If for any reason City determines that Contractor has breached the terms of this Article and such breach has not been cured, but the City determines that termination of the Agreement is not feasible, the City may report such breach to the U.S. Department of Health and Human Services.
- J. Contractor will be required to execute a Business Associate Agreement. A sample of the Agreement is attached as **Exhibit 5**.



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8. ELECTRONIC MEDICAL RECORDS/COMPUTER SYSTEMS AND MEDICAL INFORMATION

- A. Contractor is responsible for records management, data entry and medical transcriptions. Medical transcriptions must be completed and provided to the Department Health and Safety Officer within 24 hours after the visit by the employee.
- B. Contractor agrees to maintain the confidentiality of all medical records and files in accordance with all HIPAA Rules. The HIPAA Rules include the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164. The "HIPAA Privacy Rule" is at 45 CFR, part 160 and part 164, subparts A and E. The "HIPAA Security Rule" is at 45 C.F.R. Parts 160 and 164. The "HIPAA Breach Notification Rule" is at 45 CFR Part 164 Subpart D and protection of personal information.
- C. Contractor will use appropriate administrative, technical, and physical safeguards that reasonably and appropriately protect the integrity, confidentiality, and availability of Electronic Protected Health Information consistent with the HIPAA Security Rule.
- D. Contractor will require its agents and subcontractors or others to whom it provides such Electronic Protected Health Information to implement reasonable and appropriate safeguards to protect it consistent with the HIPAA Security Rule.
- E. Contractor agrees to maintain all records and files in accordance with the State of Arizona records management and records retention guidelines. All employees, Contractor and Subcontractors are required to sign a Non-Disclosure Agreement, which is to be maintained by Contractor (see Exhibit 6).

9. SCHEDULING

The Contractor will be responsible for setting up a scheduling system for all services listed. Staff will be responsible for working directly with Department. If the schedule is full during a specific time, the Contractor will need to allow for flexibility and /or bringing in additional staff in order to provide the necessary services to ensure that employees are seen within the 30-minute timeframe. For example, new hire public safety physicals that may be required during specific timeframes.

10. STAFFING REQUIREMENTS

- A. The Contractor will provide staff willing to dedicate their time and expertise to develop relationships with employees for the care and management of their health needs. Excellent customer service and knowledgeable caring staff is vital. The Contractor shall provide staff devoted to the successful accomplishment of the Scope of Work.
- B. The Contractor will provide and manage medical and administrative personnel to provide Services and associated administrative support. The Contractor must provide adequate staff of experienced personnel to meet the current and future



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needs of the Department as determined by workload.

- C. All Contractor staff must be current employees of the Contractor and must be qualified and possess the required experience, licenses, and certifications at the time of submission of the RFP. The Contract is predicated, in part, on the utilization of the specific individual(s) and/or personnel identified when the Proposer submits their response to the RFP.
- D. Administrative and financial responsibility for all contract medical staff will be the sole responsibility of the Contractor. The Contractor's management responsibility includes, but is not limited to, contracting with, discipline, hiring, firing, compensation and/or benefits and other personnel-related matters with respect to the medical staff, vendors, contractors, and sub-contractors. Contractor shall notify the Department at least fourteen (14) days prior to the change of any staff.
- E. The Department shall have the right to review the qualifications of any staff. The Contractor shall disclose in their proposal any independent contractor or subcontractor employed or contracted by the Contractor to provide services under this proposal (collectively "Contractor Personnel"). The addition of any Subcontractors must first receive the approval of the Department. The Department shall have final authority to determine whether any Contractor Personnel, is permitted to provide services under this proposal. If the Department objects to any Contractor personnel, then the Contractor shall, upon notice from the Department, remove any such individual from performances of services and provide a replacement. The Department shall have final approval of the replacement staff members providing services to the Department.
- F. The Department shall have the right to review the qualifications of any employee or independent contractor or subcontractor employed or contracted by the Contractor to provide services as the medical director. The Department shall have final authority to accept or object the chosen medical director.
- G. The Contractor certifies that all employees and contractor personnel performing on behalf of the Contractor are knowledgeable in the use and operation of equipment. The Contractor shall include as part of their proposal evidence of all certifications and licenses.

11. COST SAVINGS ANALYSIS AND PERFORMANCE STANDARDS

- A. The Department's expectation is for a reduction in the number of employee days off. All employees will be accommodated for modified duty.
- B. The Contractor shall provide quarterly utilization reports that include, but are not limited to, number of encounters, type of encounters, number of referrals, type of referral, and number certified and number sent for additional testing and reason for referral (for example sleep apnea study).
- C. Contractor shall maintain and make available a log with the date and time stamp



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for all Department employees check in and check out information. All employees must be seen within 30 minutes of check in.

- D. The Contractor shall attend monthly meetings to discuss case successes and challenges and any operational issues.
- E. The Contractor shall provide their superior outcomes for treating and providing service to Department employees.

12. TRANSITION

- A. Contractor will cooperate fully in the transfer of all medical records and data in the event of contract termination or non-renewal.
- B. Should a transfer of all medical records and data be required, a transition team maybe created which will consist of representatives from the Contractor, Department, and subsequent Contractor.
- C. The Contractor shall participate and cooperate with the Department and subsequent Contractor to transition services, medical records, and data to avoid or minimize the frequency and duration of any preventable service interruptions and cost. The data and the Occupational Medical files are the property of the Department.

13. BILLING AND PAYMENTS

- A. Contractor shall be responsible for billing for all services provided and for collecting fees for medical services rendered.
- B. Contractor will also be responsible for accounting, managing and disbursing funds as detailed herein.
- C. Contractor will be responsible for maintaining accounting records and reports that are consistent with generally accepted accounting practices and shall make such records and reports available to the Department upon request.
- D. All services will be billed in accordance with the agreed upon fee schedule and agreed upon instructions. The Department and Contractor may agree to additional services in writing and agreed to by both parties. DUE TO UNFORSEEN CIRCUMSTANCES, OCCASIONALLY DEPARTMENT EMPLOYEES MAY NEED TO CANCEL THEIR APPOINTMENT. THE CONTRACTOR AGREES TO NO CANCELLATION FEES.
- E. All invoices submitted for work done under the scope of this Contract must be itemized and shall contain a minimum of the following information: Vendor name, remit to address, invoice date, invoice number, date service/work was completed, all-inclusive description of work completed, location where service/work was performed, employee name and employee division, total amount and total tax amount (if applicable) and copy of the Department's treatment authorization form.



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14. TERM

The term of the resultant contract shall be for a one (1) year initial term.

15. OPTION TO EXTEND

Based on satisfactory Contractor performance, the City, may at its option and upon mutual agreement with the Contractor, extend the term of this agreement up to an additional four (4) years. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least ninety (90) calendar days prior to the expiration of the original contract period.

16. HOW WE CHOOSE

16.1 SCORING RESPONSES

The evaluation criteria are weighted in accordance with the Submission Requirements. Your response will be rated as follows:

- 20% Experience and Proven Performance
- 20% Method of Approach
- 20% Capacity of Offeror
- 25% Qualifications
- 15% Cost

16.2 EVALUATION PANEL: Submittals will be evaluated by a panel based on the stated criteria and are responsible for selecting the proposal that is most advantageous to the City.

16.3 PANEL CONTACT: Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.

16.4 INTERVIEWS: City may ask some or all Offerors to participate in an interview at any point during the evaluation process but is not required to do so. Information gathered in an interview will be used by the panel to make a selection. Offeror is responsible for any costs incurred to participate in an interview.

16.5 ADDITIONAL INVESTIGATIONS: City may conduct additional investigations needed to determine the competence or financial stability of any Offeror.

16.6 BEST AND FINAL OFFERS: City may request best and final offers and will determine the scope and subject of any best and final request.

16.7 PROPOSAL EVALUATION: City reserves the right to secure additional information from the Offeror in various forms and to award based on submitted information.



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- 17. NOTICE OF INTENT TO AWARD AND PROTEST PERIOD:** Information about the recommended award for this solicitation will be posted [here](#) and will be available immediately after the City has completed its evaluation process. Questions regarding the notice of intent to award must be directed to the listed Procurement Officer immediately. Any protest must be submitted to the Procurement Administrator no later than seven (7) calendar days from the date of posting on the Internet. Information and instructions on how to file a protest can be found [here](#).
- 18. WITHDRAWAL OF PROPOSAL:** Offeror may withdraw a submitted proposal at any time prior to the specified solicitation due date and time through the City’s online bidding system. Withdrawals must be made by the Offeror or designated representative listed on the proposal. Telephonic or oral withdrawals cannot be accepted.
- 19. OFFER ERRORS OMISSIONS AND CORRECTIONS:** City will not be responsible for any offeror errors or omissions. Any corrections shall be submitted through the City’s online bidding system prior to due date and time of the RFP. No corrections will be permitted after the offers have been opened.
- 20. COMPETITIVE NEGOTIATIONS:** City may negotiate with multiple Offerors at the same time. Negotiations may result in changing the conditions, terms, or price of the proposed contract for the benefit of the City unless prohibited herein. All Offerors shall be treated fairly and equally while conducting negotiations and the City is prohibited from disclosing any information submitted by competing Offerors. Entering into negotiations does not constitute a contract award or confer any rights to Offerors. The City may formally terminate negotiations and enter into concurrent or exclusive negotiations with the next most qualified Offeror/s if it is in the City’s best interest to do so.
- 21. NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS:** City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the “Silent”), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be



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construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

- 22. PROPRIETARY INFORMATION** Offeror shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Offerors acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

- 23. SUBMISSION CHECKLIST**

This section provides an overview of the submission instructions including a checklist to aid in the submission of complete proposals. Offerors shall complete the fillable "RESPONSE WORKBOOK" attachment and submit as their proposal.

Vendors are strongly advised to read this section in its entirety and complete the checklist to avoid disqualification. **Please note that the City will NOT be able to consider proposals that are submitted late or that do not follow these guidelines.**

The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

- 24. [ENTER THE EVALUATION CATEGORIES (PAGE 4) AND THE NUMBER OF QUESTIONS OFFERORS ARE REQUIRED TO RESPOND TO]**

- 25.**

Checklist for Submitting Proposal **Complete (✓)**



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OFFER SHEET (Response Workbook) Offeror Name Offeror Address	
1. EXPERIENCE, PROVEN PERFORMANCE, QUALIFICATIONS (6 questions)	
2. METHOD OF APPROACH (8 questions)	
3. CAPACITY OF OFFEROR (3 questions)	
4. QUALIFICATIONS (24 questions)	
5. COST (Must be submitted in a separate electronic file) (1 question)	
COMPLETED PRICING WORKBOOK	
SIGNED ADDENDUM (if applicable)	
Return of Offer	
<ul style="list-style-type: none"> Electronic copies of all "SUBMISSION REQUIREMENTS" listed above. Pricing Workbook must be submitted separately from the rest of the proposal. 	

26. SUBMISSION REQUIREMENTS

The proposal is every element of your response to this RFP. For this proposal, you must provide a completed OFFER SHEET in addition to answering the questions identified in the REQUIRED RESPONSES. (see Response Workbook)

Responses must be numbered to correspond to the question numbers to aid in the evaluation process; failure to do so may result in disqualification.

Should your offer contain any PROPRIETARY INFORMATION you must clearly mark that information with the words "Proprietary Information." Only information contained in your response questions may be marked as such, information on the OFFER SHEET or PRICING SHEET (if applicable) are not considered proprietary.

Offerors acknowledge that the City is required by law to make certain records available for public inspection. By submitting any materials marked as Proprietary Information, Offeror acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror if the City must legally disclose the Proprietary Information.

Helpful Hints:

- Answer each question completely, your answers will be the only basis on which your proposal is scored.



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- Do not unnecessarily elaborate, keep your response complete and effective.
- Do not provide general answers or reference to sales literature.
- Only when applicable attach and reference supporting documents.



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EXHIBIT 1: SPECIAL NOTICES

By signing on the Offer/Bid page, solicitation Addendum(a), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

1. RETURN OF OFFER

The Offeror shall submit required proposal responses electronically in Vendor Self Service (VSS).

Offeror is required to register in VSS prior to submitting a proposal if they have not already registered.

<https://glendaleazvendors.munisselfservice.com/Vendors/default.aspx>

Guide to Register as a new vendor:

https://www.glendaleaz.com/your_government/city_finances/procurement/vendor_self_service__v_s_s_ (This is a PDF document "Vendor Registration Instructions" at the bottom of page.)

- a. The Offeror shall complete all sections of the solicitation in the format given and the spaces provided. Proposals that do not conform to the above format may be rejected.
- b. The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

2. PRE-OFFER CONFERENCE

A Pre-Offer meeting will be held on **the time and at the location shown on page 1 of this document**. Attendance is not required. Copies of the Request for Proposal (RFP) will NOT be available.

The purpose of the conference will be to clarify the contents of the solicitation to prevent any misunderstanding of the City of Glendale's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the City at the conference. The City will determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

3. NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS

The City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.



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From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Silent Period"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Procurement employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

4. CONFLICT OF INTEREST

Contractor shall disclose the following: 1) the name(s) and position(s) of each Contractor's employee or subcontractor that participated in the preparation of the submittal or who will be involved, directly or indirectly, with performing the contract, if awarded; 2) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 1; 3) the name(s) and position(s) of Contractor's personnel that have a financial or proprietary interest in the contract; 4) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 3.

Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-511 et seq. may result in rejection of the proposal or bid or any contract being void or terminated.

For purposes of this provision, the following definitions apply:

- i. "Employee" means all persons who are employed on a full-time, part-time or contract basis by the City of Glendale.
- ii. "Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

5. INQUIRIES

Any question related to the Request for Proposal shall be directed to the Procurement Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Procurement Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, no later than **FIVE days** prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page



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and paragraph number. An envelope containing questions should be identified as such; otherwise, it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

6. SPECIAL TERMS AND CONDITIONS

Additional terms and conditions specific to the provision of the services referenced will be negotiated with the successful bidder for inclusion in the contract.

7. PUBLIC RECORD REQUIREMENTS

Offeror acknowledges that the City is a public agency and must comply with all Public Records laws and proposals submitted become the property of the City and are subject to public disclosure requirements in accordance with Arizona Public Records Law. Any portion of the proposal that the offeror deems confidential or proprietary must be clearly labeled as such. Labeling material does not automatically preclude the material from public disclosure, as the City is required to make an appropriate determination as to the confidentiality of the material in accordance with Arizona Public Records Law. It is the offeror's sole responsibility and cost to take action, including legal actions, to protect such material. Price is not confidential and will not be withheld.

8. PERMITS AND LICENSES

It is the offeror's sole responsibility to determine and secure any and all licenses and permits the contractor needs to operate the facility, from any regulatory body having jurisdiction related to the services being provided. Such costs are the exclusive responsibility of the operator, operator must also ensure appropriate licensing of any sub-contractors, operator shall notify the City in writing within two (2) working days of any suspension, revocation or renewal.

9. NO COLLUSION OR ANTI-COMPETITIVE PRACTICES

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices.

10. NON-DISCRIMINATION

Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.



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11. NO CONSIDERATIONS

The Contractor 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, meal or service to a public servant in connection with the submitted offer.

12. AUTHORIZED AGENT

The individual signing the submittal is an authorized agent and has the authority to bind the Offeror to the proposal and subsequent contract if awarded.

13. KEY PERSONNEL

If awarded, Offeror shall assign a specific individual as the key point of contact for the management of the contract, subject to specific notification requirements to be included in the final contract.

14. SITE INSPECTION

It is the responsibility of the Offeror to become familiar with any conditions which may affect the performance and cost of providing the service and this submission will serve as evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.



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EXHIBIT 2: SPECIAL TERMS AND CONDITIONS

By signing on the Offer/Bid page, solicitation Addendum(a), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions. The following terms are found on the City's Website and are applicable to Request for Proposal: [Standard Terms and Conditions](#)

1. TYPE OF AWARDS

The City reserves the right to make multiple awards or to award by individual line items, by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one offeror is not in the City's best interest, "all or none" offers shall be rejected.

2. ALTERNATE OFFERS

Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all Conditions of Purchase.

3. EFFECTIVE PERIOD OF OFFER Offers shall be valid for a minimum of 120 days following the deadline for submitting offers. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until the solicitation is either canceled, an award is made, or proper Notice is given to the Procurement Officer of Offeror's intent to withdraw its offer. Offers may only be withdrawn by submitting Notice at least 15 days before the expiration of the then current 120-day period.

4. PAYMENT TERMS If payment terms are not indicated, terms of NET 30 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered.

5. UNIT PRICE TO PREVAIL In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error by the City.

6. OFFER ERRORS OMISSIONS AND CORRECTIONS The City will not be responsible for any offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.



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7. **BRAND NAME REFERENCES AND TECHNICAL SPECIFICATIONS** Brand names or manufacturer's references shall be construed as a quality or performance level and does not indicate the item cited is mandatory. Technical specifications define the acceptable standard.
8. **RESTRICTIVE OFFER PROVISIONS** If specifications preclude an otherwise qualified offeror from submitting an offer, a written request for modification must be received by the Buyer at least seven (7) calendar days prior to the proposal due date. All offerors will be notified by a written addendum to the solicitation of any approved changes.
9. **DEFAULT** In case of default by the contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.
10. **TERM** The term of the resultant contract shall be for a one (1) year initial term. The City may, at its option and upon mutual agreement with the Bidder(s), extend the term of this agreement for an additional four (4) years.
11. **OPTION TO EXTEND** Based on satisfactory Bidder performance, the City, may at its option and upon mutual agreement with the Bidder, extend the term of this agreement for an additional four (4) years renewable on an annual basis. Bidder shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least ninety (90) calendar days prior to the expiration of the original contract period.
12. **TERMINATION FOR CONVENIENCE** The City reserves the right to terminate any order or contract upon thirty days written notice. The City will be responsible only for those standard items which have been delivered and accepted. If the items are unique and not saleable or useable for any other application, the City will reimburse the Seller for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-process, and completed but undelivered goods will pass to the City after costs are claimed and allowed.
13. **SUB-CONTRACTING** The contract or any portion thereof, shall not be sub-contracted without the prior written approval of the Materials Manager. No such approval will be construed as making the City a party of or to such sub-contract or subjecting the City to liability of any kind to any sub-contractor. No sub-contract shall, under any circumstances, relieve the contractor of liability and obligation under this contract; and despite any such subletting the City shall deal through the contractor. Sub-contractors will be dealt with as workmen and representatives of the contractor.



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- 14. SAFETY DATA SHEETS (SDS).** Contractor is to supply SDS) in accordance with Federal requirements for The Globally Harmonized System of Classification and Labeling of Chemicals (GHS). Contractor entering the City workplace with hazardous materials will supply the City with a Safety Data Sheets (SDS) covering those particular products the contractor may expose City employees or the general public to while working at the site.
- 15. GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the City of Glendale and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.
- 16. RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS** The offeror's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether or not they are referred to by the City.
- 17. RESPONSIBILITY FOR CORRECTION** It is agreed that the offeror shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of a call back, Offeror agrees to give the City first priority. Offeror agrees that if the product or service offered does not comply with the written specification, the Materials Manager has the right to cancel the sale at any time with full refund within thirty (30) calendar days after notice of noncompliance and offeror further agrees to be fully responsible for any consequential damages suffered by the City.
- 18. WARRANTY** Unless otherwise specified, all items shall be guaranteed for a minimum period of one year against defects in material and workmanship. During



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the period, if a defect should occur, that item shall be repaired or replaced by the Seller at no obligation to the City, except where it be shown that the defect was caused by misuse and not by faulty manufacture. The offeror expressly warrants all items to be new, free from defects in design, materials, and workmanship, and to be fit and sufficient for their intended purpose. Any sample submitted shall create an expressed warranty that the whole of the goods shall conform to the sample or model.

- 19. REJECTION OF OFFERS** The City reserves the right to reject any or all offers, or any part thereof; to accept any offer or any part thereof; or to waive any informalities when it is deemed to be in the City's best interest.
- 20. DELAY IN EXERCISING CONTRACT REMEDY** Failure or delay by the City to exercise any right, power, or privilege shall not be deemed a waiver thereof.
- 21. TAX EXEMPTION** The City is not exempt from paying Federal Excise Taxes and will furnish an exemption certificate upon request.
- 22. ORDER OF PRECEDENCE** In the event of conflict, the following precedence shall prevail: (1) Special Terms and Conditions incorporated by attachment; (2) Special Terms and Conditions; (3) Drawings and Specifications; (4) referenced documents; and (5) the Standard Terms and Conditions.
- 23. CHANGES** The City reserves the right to make changes in any of the following: (a) specifications; (b) methods of shipment; (c) place of delivery; (d) time of delivery; (e) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty days from receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless in writing and approved by the Materials Manager prior to the institution of the change.
- 24. PRICE ADJUSTMENTS** Price adjustments shall be addressed a minimum of Ninety (90) days prior to the contract renewal date, shall be in writing and include supportive justification for the proposed increase. Supportive justification means that the request shall include detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect price of the item concerned. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.



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- 25. LATE SUBMISSION OF CLAIM** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
- 26. PROTEST OF AWARD** Any person who has an objection to the awarding of a solicitation by the City, pursuant to competitive solicitation procedures, shall lodge that protest, in writing, with the Materials Manager. The protest should specifically identify the objection to the award, pursuant to the formal purchase procedure. The protest must be submitted no later than seven (7) calendar days after the notice of intent to award is posted on the City's Procurement Internet home page at [https://www.glendaleaz.com/your-government/city-finances/procurement/notice_of_intent_to_award](https://www.glendaleaz.com/your-government/city-finances/procurement/notice-of-intent-to-award). Untimely protests will not be considered.
- 27. REMEDIES** City shall have, in addition to the remedies provided herein, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona. Contractor shall have, subject to the limitation imposed by the terms of this agreement, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona.
- 28. ASSIGNMENT** Neither an order nor monies due thereunder shall be assigned in whole or in part without the City's prior written consent.
- 29. ADDENDA** Any change to the proposal will be in the form of a numbered addendum issued by the Procurement Division. The addendum will be furnished to all who received the proposal. The City will not be responsible for any oral or written instructions made by any employees, officers, contracted consultant or agent of the City in regard to the proposal. The City will not be responsible for offerors adjusting their offer based on oral or written instructions.
- 30. SPECIAL ACCOMMODATIONS** Please contact Procurement at 930-2862 at least 3 days prior to the meeting for special accommodation. Hearing impaired persons, please use the Arizona Relay Service (1-800-367-8939).
- 31. OFFER IDENTIFICATION** The City is not responsible for the pre-opening of, post-opening of, or the failure to open, an offer not properly addressed or identified.
- 32. OFFER TABULATION** An electronic copy of the scoring may be requested by e-mailing the Procurement office at procurement@glendaleaz.com and referencing the proposal title and number. The information will be available for distribution when the City has completed its evaluation process of the offers received.
- 33. LIABILITY** Except for the sole negligence of the City, its officers, managers, employees, or agents, Contractor shall be liable to the City for any physical damage to City property or for the death of, or personal injury to, City personnel arising out of Contractor's occupancy, maintenance, repair, replacement, installation and/or any other work performed pursuant to the contract. Contractor agrees to indemnify,



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defend and hold the City harmless from any claim or loss arising from such damage or injury.

34. **OSHA GUIDELINES** The contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.
35. **PATENTS** Seller agrees to defend City at seller's own expense, in all suit, actions, or proceedings in which City is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from City's use of the goods purchased as a result of this RFP. Seller further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against City. Seller agrees to indemnify and hold harmless the City from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of City's purchase and use of goods supplied by the seller. It is expressly agreed by seller, that these covenants are irrevocable and perpetual.
36. **VENDOR PERFORMANCE** Prior offeror performance in regard to product, service, or representation of/from the offeror may be used in evaluation of this offer. Unsatisfactory performance to the City may be considered sufficient grounds for rejection of this offer. No offer will be awarded to any offeror who is in default on any contract with the City.
37. **PERFORMANCE SURETY REQUIREMENTS** The performance sureties shall be in the form of a bond, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. Letters of credit are not acceptable. Individual sureties are not acceptable.

PERFORMANCE SURETY The successful proposer shall, at the time of entering into the contract, furnish a performance surety in the form of a bond, money order or certified or cashier's check, in the amount of 10 percent of the contract amount guaranteeing the faithful performance of the contract by the proposer.

If a bond is submitted, it shall be written on the form provided by the City as an attachment to the proposal documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney. The bond must be written by a surety with a Best Rating no less than an A and must be authorized and licensed to do business in this State by the Arizona Department of Insurance. Individual sureties and letters of credit are not acceptable.

38. **FUND APPROPRIATION CONTINGENCY** The contractor and the City recognize that the continuation of any contract after the close of any given fiscal year of the City; which ends on June 30, shall be subject to the approval of the budget of the City providing the contract item is an expenditure therein. The City does not guarantee



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that the budget item will be actually adopted, as it is the determination of the City Council at the time of the adoption of the budget.

- 39. NOTIFICATION OF AWARD** The successful offeror(s) will be notified that their offer has been accepted by the City Council as recommended for award.
- 40. NON-EXCLUSIVITY** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are included in this Agreement.
- 41. PROHIBITIONS** - Contractor, and on behalf any subcontractor, certifies, to the extent applicable under A.R.S. §§ 35-391 *et seq* and 35-393 *et seq*, that neither has "scrutinized" business operations, as defined in the proceeding statutes, in the countries of Sudan or Iran.
- 42. IMMIGRATION LAW COMPLIANCE** Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program. Any breach of warranty described above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement. City of Glendale ("City") retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under this Agreement to ensure that Contractor or any subcontractor is compliant with the warranty described above. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty described above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section. Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City. Contractor's warranty and obligations under this Section I to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.
- 43. CONTRACT ADMINISTRATOR** The staff member identified as the Contract Administrator for a solicitation serves as the liaison between Procurement, the city



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and the successful contractor. The Contract Administrator manages the contract, overseeing the daily operations, scheduling, performance and compliance of the agreement by all parties. The Contract Administrator is responsible for:

- a. Establishing and maintaining records and documentation
- b. Monitoring the contractor's performance
- c. Handling issues and disputes
- d. Exercising extension options
- e. Initiating contract modifications
- f. Initiating rebids or new solicitations

44. FORCE MAJEURE

- a. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the part affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders, fire; flood; lockouts; injunctions-interventions-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- b. Force majeure shall not include the following circumstances:
 - i. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
 - ii. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - iii. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

45. SUSPENSION AND DEBARMENT. (APPLIES TO ALL PURCHASES.)

- a. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- b. The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.



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- c. This certification is a material representation of fact relied upon by the City of Glendale. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.



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EXHIBIT 3: INSURANCE REQUIREMENTS

By signing on the Offer/Bid page, solicitation addenda, or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

1) **INSURANCE REQUIREMENTS.** Offeror shall procure and maintain until all their obligations have been discharged, insurance against claims for injury to persons or damage to property that may arise from or in connection with this Solicitation. The *insurance requirements* herein are minimum requirements for this Solicitation and in no way limit the indemnity covenants contained herein. The City of Glendale in no way warrants that the minimum limits contained herein is sufficient to protect the OFFEROR from liabilities that might arise. Offeror is free to purchase such additional insurance as Offeror determines necessary.

a) **Minimum Scope and Limits of Insurance:** Offeror shall provide coverage with limits of liability not less than those stated below.

i) **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

(1) The policy shall be endorsed to include the following additional insured language: ***“The City of Glendale, and its departments, officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the solicitation.*** Such additional insured shall be covered to the full limits of liability purchased by the OFFEROR, even if those limits of liability are in excess of those required herein.

(2) Policy shall contain a waiver of subrogation endorsement in favor of the **“City of Glendale, and its departments, officers, officials, agents, employees and volunteers”**. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

ii) **Business Automobile Liability – (if driving is not a part of the scope of work, excluding driving from the place of business and to the City departments, this coverage can be eliminated.)**



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Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement. Combined Single Limit (CSL) \$1,000,000.

- (1) The policy shall be endorsed to include the following additional insured language: "The City of Glendale and its departments, officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Offeror, involving automobiles owned, licensed, hired or borrowed by the OFFEROR." Such additional insured shall be covered to the full limits of liability purchased by the Offeror, even if those limits of liability are in excess of those required by this license.
- (2) Policy shall contain a waiver of subrogation endorsement in favor of the "City of Glendale, and its departments, officers, officials, agents, employees and volunteers" for losses arising from work performed by or on behalf of the Offeror. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

iii) Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- (1) Policy shall contain a waiver of subrogation endorsement in favor of the "**City of Glendale, and its departments, officers, officials, agents, employees and volunteers**" for losses arising from OFFEROR activities. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

iv) Professional Liability (Errors & Omissions) – no less than \$2,000,000 per occurrence or claim, \$4,000,000 aggregate. Should include coverage for Plan administration and fiduciary administrative duties. Full description of the E&O Coverage provided.

Errors & Omissions are written as Claims Made Policies. If any of the policies provide coverage on a claims-made basis the following shall apply:

- (1) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.



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- (2) Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
- (3) If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of ***five (5) years*** after completion of contract work.

v) Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

- (1) Policies shall stipulate that the insurance afforded by the organization shall be primary insurance and that any insurance carried by the City of Glendale shall be excess and not contributory insurance.
- (2) Coverage provided by the organization shall not be limited to the liability assumed under the indemnification provisions of the license or contract.
- (3) If the Vendor maintains broader coverage and/or higher limits than the minimum shown, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the City.
- (4) Vendor shall require and verify that all subcontractors (subconsultants) maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that City is an additional insured on insurance required from subcontractors (subconsultants).
- (5) If the Vendor is awarded the solicitation, the Vendor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements before the work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies including endorsements required by these specifications, at any time.

OSHA Respirator Medical Evaluation Questionnaire (Mandatory)
Appendix C to Sec. 1910.134:

Part A. Section 1. (Mandatory) Every employee who has been selected to use any type of respirator (please print) must provide the following information.

Today's date _____ Date of Birth: _____
 Name _____ SSN: _____
 Job Title _____ Sex: Male Female
 Home Phone: _____ Height: _____ (ft) _____ (in) Weight _____ (lbs)
 Work Phone: _____

Can you read English? Yes NO

Has your employer told you how to contact the health care professional who will review this? Yes NO

Check the type of respirator you will use (you can check more than one category):

a	___	N, R, or P disposable respirator (filter-mask, non-cartridge type only).	
b	___	Other type	<input type="checkbox"/> Powered-air purifier
	<input type="checkbox"/>	Half-face	<input type="checkbox"/> Supplied-air
	<input type="checkbox"/>	Full-facepiece type (includes gas mask)	<input type="checkbox"/> Self-contained breathing apparatus

Have you worn a respirator in the past?: Yes NO

If "yes," what type(s): _____

Physical exertion while wearing a respirator Mild Moderate Strenuous

Maximum time you wear a respirator in a single day?: _____ hours

Do you exercise? Yes NO

If "yes," describe how often and what exercise activities are: _____

Part A. Section 2. (Mandatory) Questions 1 through 9 below must be answered by every employee who has been selected to use any type of respirator (please select "yes" or "no").

1. Do you currently smoke tobacco, or have you smoked tobacco in the last month? Yes NO

If Yes, how many packs per day? 1/2 or less 1 2 2 or more
 How many years have you smoked? 1-9 10-19 20-29 30 or more

2. Have you ever had any of the following conditions?

Seizures (fits)	Yes <input type="radio"/> NO <input type="radio"/>
Diabetes (sugar disease)	Yes <input type="radio"/> NO <input type="radio"/>
Allergic reactions that interfere with your breathing	Yes <input type="radio"/> NO <input type="radio"/>
Claustrophobia (fear of closed-in places)	Yes <input type="radio"/> NO <input type="radio"/>
Trouble smelling odors	Yes <input type="radio"/> NO <input type="radio"/>

3. Have you ever had any of the following pulmonary or lung problems?

Asbestosis	Yes <input type="radio"/> NO <input type="radio"/>
Asthma	Yes <input type="radio"/> NO <input type="radio"/>
Chronic bronchitis:	Yes <input type="radio"/> NO <input type="radio"/>
Emphysema:	Yes <input type="radio"/> NO <input type="radio"/>
Pneumonia	Yes <input type="radio"/> NO <input type="radio"/>
Tuberculosis	Yes <input type="radio"/> NO <input type="radio"/>
Silicosis	Yes <input type="radio"/> NO <input type="radio"/>
Pneumothorax (collapsed lung)	Yes <input type="radio"/> NO <input type="radio"/>
Lung cancer	Yes <input type="radio"/> NO <input type="radio"/>
Broken ribs:	Yes <input type="radio"/> NO <input type="radio"/>
Any chest injuries or surgeries:	Yes <input type="radio"/> NO <input type="radio"/>
Any other lung problem that you've been told about:	Yes <input type="radio"/> NO <input type="radio"/>

Name _____

4. Do you currently have any of the following symptoms of pulmonary or lung illness?

- Shortness of breath: Yes NO
- Shortness of breath when walking fast on level ground or walking up a slight hill/incline Yes NO
- Shortness of breath when walking with other people at an ordinary pace on level ground: Yes NO
- Have to stop for breath when walking at your own pace on level ground: Yes NO
- Shortness of breath when washing or dressing yourself: Yes NO
- Shortness of breath that interferes with your job: Yes NO
- Coughing that produces phlegm (thick sputum): Yes NO
- Coughing that wakes you early in the morning: Yes NO
- Coughing that occurs mostly when you are lying down: Yes NO
- Coughing up blood in the last month: Yes NO
- Wheezing: Yes NO
- Wheezing that interferes with your job: Yes NO
- Chest pain when you breathe deeply: Yes NO
- Any other symptoms that you think may be related to lung Yes NO

5. Have you ever had any of the following cardiovascular or heart problems?

- Heart attack Yes NO
- Stroke: Yes NO
- Angina: Yes NO
- Heart Failure: Yes NO
- Swelling in your legs or feet (not caused by walking): Yes NO
- Heart arrhythmia (heart beating irregularly): Yes NO
- High blood pressure: Yes NO
- Any other heart problem that you've been told about: Yes NO

6. Have you ever had any of the following cardiovascular or heart symptoms?

- Frequent pain or tightness in your chest : Yes NO
- Pain or tightness in your chest during physical activity Yes NO
- Pain or tightness in your chest that interferes with your job Yes NO
- In the past two years, have you noticed your heart skipping or missing a beat : Yes NO
- Heartburn or symptoms that is not related to eating Yes NO
- Any other symptoms that you think may be related to heart or circulation problems: Yes NO

7. Do you currently take medication for any of the following problems?

- Breathing or lung problems: Yes NO
- Heart trouble: Yes NO
- Blood Pressure: Yes NO
- Seizures(fits)::: Yes NO

**8. If you've used a respirator, have you ever had any of the following problems?
(If you've never used a respirator, check the following space and go to question 9)**

- Eye irritation: Yes NO
- Skin allergies or rashes: Yes NO
- Anxiety: Yes NO
- General weakness or fatigue: Yes NO
- Any other problem that interferes with your use of a respirator: Yes NO

9. Would you like to talk to the health care professional who will review this questionnaire about your answers to this questionnaire:

- Yes NO

Name _____

SUPPLEMENTAL: If you are required to use a full-face peice respirator or a Self-Contained Breathing Aparatus (SCBA), complete the following: (If you do not, please sign below.)

- 10. Have you ever lost vision in either eye (temporarily or permanently):** Yes NO
- 11. Do you currently have any of the following vision problems?**
- Wear glasses: Yes NO
- Wear contact lenses: Yes NO
- Color blind: Yes NO
- Any other eye or vision problem: Yes NO
- 12. Have you ever had an injury to your ears, including a broken ear drum:** Yes NO
- 13. Do you currently have any of the following hearing problems?**
- Difficulty hearing: Yes NO
- Wear a hearing aid: Yes NO
- Any other hearing or ear problem: Yes NO
- 14. Have you ever had a back injury:** Yes NO
- 15. Do you currently have any of the following musculoskeletal problems?**
- Weakness in any of your arms, hands, legs, or feet: Yes NO
- Back pain: Yes NO
- Difficulty fully moving your arms and legs: Yes NO
- Pain or stiffness when you lean forward or backward at the waist: Yes NO
- Difficulty fully moving your head up or down: Yes NO
- Difficulty fully moving your head side to side: Yes NO
- Difficulty bending at your knees: Yes NO
- Difficulty squatting to the ground: Yes NO
- Climbing a flight of stairs or a ladder carrying more than 25 lbs: Yes NO
- Any other muscle or skeletal problem that interferes with using a respirator: Yes NO

Any additional comments you would like to make:

 To the best of my knowledge, the information I have provided is true and accurate.

Employee Signature _____ **Date** _____

TO BE COMPLETED BY THE EXAMINER/REVIEWER:

This employee has been found to be physically able to use the following (check each [] that applies):

- | | |
|--|--|
| <input type="checkbox"/> Single use, filter mask (four attachment points) | <input type="checkbox"/> Full-faced powered cartridge-type (PAPR) |
| <input type="checkbox"/> Half-faced cartridge-type, negative pressure | <input type="checkbox"/> Self-contained breathing apparatus (SCBA) |
| <input type="checkbox"/> Full-faced cartridge-type respirator, negative pressure | <input type="checkbox"/> Hood/helmet powered cartridge-type (PAPR) |
| <input type="checkbox"/> Half-faced powered cartridge-type (PAPR) | <input type="checkbox"/> Half-faced/Full-faced/Hood/Helmet (NOT positive pressure) |

Restrictions / Limitations (if any) when wearing a respirator:

- This employee has been found to be physically NOT able to use a respirator***
- There is insufficient information to make a determination at this time***
- The mandatory questionnaire has been reviewed, and the employee has been found to be physically able to use a respirator.***
- The mandatory questionnaire has been reviewed but there is insufficient information to make a determination at this time.***

This respirator clearance expires 1 2 3 years from the date below. (If not marked, clearance expires in 1 year)

Reviewer's Name (Print) _____ **Reviewer's Signature** _____ **Date:** _____

BUSINESS ASSOCIATE AGREEMENT

This Agreement is made and entered into this ___day of _____, 20___, by and between _____ (“Business Associate”) and the City of Glendale, (“Covered Entity”) and constitutes an addendum to _____[Name of Agreement]_____ dated _____ between the parties hereto (the “Base Agreement”).

For valuable consideration, the receipt of which is hereby acknowledged, and intending to establish a business associate relationship under 45 CFR §164, the parties hereby agree as follows:

I. Definitions

- A. “CFR” means the Code of Federal Regulations. A reference to a CFR section means that section as amended from time to time; provided that if future amendments change the designation of a section referred to herein, or transfer a substantive regulatory provision referred to herein to a different section, the section references herein shall be deemed to be amended accordingly.
- B. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR §164.501 and shall include a group of records that is: (i) the enrollment, payment, claims adjudication and case or medical management record systems maintained by or for Covered Entity by Business Associate or (2) used, in whole or in part, by or for Covered Entity to make decisions about Individuals.
- C. “Electronic Protected Health Information” (EPHI) shall have the same meaning as the term “electronic protected health information” in 45 CFR §160.103, limited to the information received from or created on behalf of Covered Entity by Business Associate.
- D. “Individual” shall have the same meaning as the term “individual” in 45 CFR §160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- E. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR parts 160 and 164, subparts A and E.
- F. “Protected Health Information” (PHI) shall have the same meaning as the term “protected health information” in 45 CFR §160.103, limited to the information received from or created on behalf of Covered Entity by Business Associate.
- G. “Required by law” shall have the same meaning as the term “required by law” in 45 CFR §164.501.

- H. "Security Incident" shall have the same meanings as the term "security incident" in 45 CFR §164.304.
- I. "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR parts 160 and 164, subparts A and C.

II. Obligations of Business Associate

- A. Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.
- B. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement. Business Associate shall implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity as required by the Security Rule.
- C. Business Associate agrees to report to Covered Entity any use or disclosure of Protected Health Information other than as provided for by this Agreement within a reasonable time after Business Associate has actual knowledge of such use or disclosure. Business Associate shall report to the Covered Entity all Security Incidents of which it becomes aware.
- D. Business Associate agrees to include in its agreement with any agent or subcontractor to whom it provides Protected Health Information, including EPHI, conditions with respect to such information that are at least as restrictive as those that apply through this Agreement to Business Associate.
- E. If Business Associate maintains Protected Health Information in a Designated Record Set, Business Associate agrees to make available to Covered Entity, within a reasonable time, such information as Covered Entity may require to fulfill Covered Entity's obligations to respond to a request for access to Protected Health Information as provided under 45 CFR §164.524 or to respond to a request to amend Protected Health Information as required under 45 CFR §164.526. Business Associate shall refer to Covered Entity all such requests, which Business Associate may receive from Individuals. If Covered Entity requests Business Associate to amend Protected Health Information in Business Associate's possession in order to comply with 45 CFR §164.526, Business Associate shall effectuate such amendments no later than the date they are required to be made by 45 CFR §164.526; provided that if Business Associate receives such a request from Covered Entity less than ten (10) business days prior to such date, Business Associate will effectuate such amendments as soon as is reasonably practicable.

- F. If applicable, Business Associate agrees to provide to Covered Entity within a reasonable time such information necessary to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures as provided under 45 CFR §164.528. Business Associate shall refer to Covered Entity all such requests that Business Associate may receive from Individuals.
- G. Upon reasonable notice, Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the U.S. Secretary of Health and Human Services, or an officer or employee of that Department to whom relevant authority has been delegated, at Covered Entity's expense in a reasonable time and manner, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

III. Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Agreement, Business Associate may:

- A. Use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of Covered Entity, as specified in the Base Agreement, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by the Covered Entity.
- B. Disclose Protected Health Information for the proper management and administration of Business Associate or to fulfill any present or future legal responsibilities of Business Associate, provided that such disclosure is either Required by Law or Business Associate obtains reasonable assurances from any person to whom Protected Health Information is disclosed that such person will: (i) keep such information confidential, (ii) use or further disclose such information only for the purpose for which it was disclosed to such person or as Required by Law, and (iii) notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- C. Use Protected Health Information to provide data aggregation services relating to the health care operations of the Covered Entity, as provided in 45 CFR §164.501.

IV. Obligations of Covered Entity

- A. Covered Entity shall notify Business Associate of any facts or circumstances that affect Business Associate's use or disclosure of Protected Health Information. Such facts and circumstances include, but are not limited to: (i) any limitation or change in Covered Entity's notice of privacy practices, (ii) any changes in, or withdrawal of, an authorization provided to Covered Entity by an Individual pursuant to 45 CFR §164.508; and (iii) any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR §164.522.
- B. Covered Entity warrants that it will not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule or is not otherwise authorized or permitted under this [the] Agreement.

V. Effective Date; Termination

- A. The effective date of this Agreement shall be the date this Agreement is signed by both parties.
- B. This Agreement shall terminate on the date Business Associate ceases to be obligated to perform the functions, activities, and services described in Article III, Section A. Either party may terminate this Agreement in the event of a material breach by the other party of any provision contained in Sections II through IV above.
- C. Upon termination of this Agreement, Business Associate will return to Covered Entity, or if return is not feasible, destroy, any and all Protected Health Information that it created or received on behalf of Covered Entity and retain no copies thereof. If the return or destruction of the Protected Health Information is determined by Business Associate not to be feasible, or if Business Associate is required by law to retain such information or copies thereof, Business Associate will maintain the Protected Health Information for the period of time required under applicable law, or in accordance with Business Associate's internal record retention schedule as in effect from time to time, whichever is longer, after which time Business Associate shall return or destroy the Protected Health Information.
- D. Business Associate's obligations under Sections II and III above shall survive the termination of this Agreement with respect to any Protected Health Information so long as it remains in the possession of Business Associate.

VI. Other Provisions

- A. Each party agrees to defend, indemnify and hold harmless the other party, its affiliates and each of their respective directors, officers, employees, agents or assigns from and against any and all actions, causes of action, claims, suits and demands whatsoever, and from all damages, liabilities, costs, charges, debts, fines, government investigations, proceedings, and expenses whatsoever (including reasonable attorneys' fees and expenses related to any litigation or other defense of any claims), which may be asserted or for which they may now or hereafter become subject arising in connection with (i) any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Agreement; and (ii) any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Agreement.

- B. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

- C. The parties agree that this Business Associate Agreement supplements the Base Agreement between the parties and agree that the terms and conditions thereof are hereby incorporated by reference herein and made a part of hereof to the maximum extent permitted by law. In the event of conflict between the Base Agreement and this Business Associate Agreement, the terms of the Base Agreement shall control unless otherwise prohibited.

In witness whereof, this Agreement has been signed and delivered as of the date first set forth above.

The City of Glendale

by _____
[Insert name of signer and title]

by _____
[Insert name of signer and title]

City of Glendale

Confidentiality and Non-Disclosure Agreement

I, _____ do affirm that I will not divulge City of Glendale personal health (including HIPPA protected information), personal identification, taxpayer, attorney/client protected information or any other confidential information to any unauthorized person(s) for any reason. Neither will I directly nor indirectly use, or allow the use of, or fail to protect City of Glendale personal health, personal identification, taxpayer, attorney/client or other confidential information for any purpose which is provided to me as a representative of the PSPRS Local Board. I understand that personal health information, personal identification, taxpayer, attorney/client and other confidential information, including financial data, is strictly confidential.

Furthermore, I will not, either by direct action or by counsel, discuss, recommend, or suggest to any unauthorized person the nature or content of any City of Glendale documents, personal health, personal identification, taxpayer, attorney/client or other confidential information.


Federal and/or state law protects disclosure of personal and health information and taxpayer information. Violation of confidentiality is cause for legal action where you and or your Company can be held personally liable.

I understand that signing this document does not preclude me from reporting instances of breach of confidentiality.

Signed: _____ Date: _____

Printed Name: _____

Company Name: _____


	<p style="text-align: center;">City of Glendale Solicitation Number: RFP 25-03 / 42500006</p> <p style="text-align: center;">PUBLIC SAFETY PERSONNEL PHYSICALS</p>	<p style="text-align: center;">CITY OF GLENDALE Procurement Division 5970 West Brown Street, Suite 210 Glendale, Arizona 85302</p>
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Offerors to complete this Response Workbook and submit with their response to this RFP.

COVER SHEET

OFFEROR NAME: HeartFit For Duty, LLC.

OFFEROR ADDRESS: 1901 E University Dr #200, Mesa Az. 85203

	City of Glendale Solicitation Number: RFP 25-03 / 42500006 PUBLIC SAFETY PERSONNEL PHYSICALS	CITY OF GLENDALE Procurement Division 5970 West Brown Street, Suite 210 Glendale, Arizona 85302
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REQUIRED RESPONSES:

Offeror’s answers to the following questions will comprise the Offeror’s response to this RFP. It should be noted that all attachments or exhibits prepared by the City and referenced herein are incorporated by reference into the Offeror’s response and shall be included in a final contract with the successful Offeror. Information prepared by the Offeror and submitted with their proposal may be incorporated into a final contract (for example program offerings, curriculum, key personnel, or performance metrics).

1. EXPERIENCE AND PROVEN PERFORMANCE

- 1.1. Introduce your company, highlight your ability and willingness to meet or exceed the specifications and requirements of this RFP, and explain why your firm is most qualified.

HeartFit For Duty has been in operation since 2011, focusing on providing comprehensive health services for public safety personnel, particularly firefighters and law enforcement officers. Our primary business focus is occupational medicine and primary care with a focus on cardiac, cancer, and metabolic health, prevention and wellness programs. Our programs are designed to detect early risk factors and help prevent long-term health concerns, which is especially important for our high-risk groups.

Kepra Jack, our COO is actively involved in national public safety wellness programs. She designs educational initiatives to expand the scope of wellness in high-risk professions like firefighting, helping implement policies that promote long-term health and safety. Kepra also holds voting memberships on two National Fire Protection Association (NFPA) committees and serves on the ACOEM (American College of Occupational and Environmental Medicine) Public Safety Medicine Committee, demonstrating her leadership in firefighter health policy.

Our medical practice sees roughly 940 patients per month. We complete 2600 firefighter/LEO physicals annually. We also have a large primary care practice, made up of police, fire, military, EMS and their families. We feel that family health is equally as important as the health of our first responders. We consider our work with City of Glendale to be that same family partnership. It is our goal to be a resource and will provide services in our areas of expertise to your department and its members. HeartFit has the experience and public safety related knowledge to provide information, follow through and implementation of education-based programs relevant to your membership and their needs. We will help leadership and labor identify their goals for the members and help implement programs to reach those goal

HeartFit For Duty offers NFPA 1582, AZ POST and OSHA medical exams, along with a variety of other services such as primary care, nutritional counseling, and on-site education programs for departments and municipalities. We have been providing these services, which include both telehealth options and in-person wellness evaluations, for over 25 departments



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across Arizona. Our exposure and knowledge of this unique demographic is vast. We recognize and manage their health care concerns on a daily basis by identifying, educating and helping to protect them from the risks that are associated with their jobs.

Our patients receive care that is specific to their risk, their needs and their duties. Specializing in a specific occupational group has allowed us to concentrate on expanding our knowledge of issues surrounding public safety and a total worker health model. All of our providers attend education meetings that focus on the health and wellbeing of public safety personnel and bring that knowledge into our practice. Your members will only see individuals who have a vested interest in providing excellent care, increasing health and wellness while decreasing cardiac issues, cancer and work-related injuries.

HeartFit under the tutelage of Kepra Jack and Dr Zeidler partners with national organizations for research and projects within first responder health and wellness. We work regularly with the NFPA, IAFC, IACP IAFF, AZ POST, Universities and departments across the US and Canada.

- 1.2. Please provide details on the last five (5) years of providing the services stated herein and your firms experience with planning, implementing and managing local off-site medical clinics for public entities.

HeartFit began working with Arizona public safety in 2011. We started our law enforcement educational and wellness programs in 2014. We have partnered with Glendale PD, Phoenix PD, Goodyear PD, Tempe PD, Chandler PD and Peoria PD. These wellness and educational programs help provide support to the membership and build trust with our organization.

We have been working with Scottsdale Fire Department, Tempe Fire and Rescue, Gilbert Fire and Medical, Arizona Fire and Medical and Surprise Fire for all of their work related injuries. We work closely with their claims administrators and leadership to ensure that patients are seen timely, appropriate care is expedited and all paperwork is completed correctly.

Our practice has been formatted and built around the NFPA, Az POST and OSHA annual wellness exam model. We have staff that is dedicated to this portion of our practice, and they work diligently to provide excellent care and customer support to those that we serve. Our injury/occupational health evaluations run smoothly and provide a thorough, educational experience to help maintain the health and wellness of your members. Keeping them healthy and safe while serving the community.

- 1.3. Describe how your firm maintains current knowledge on laboratory services, reporting procedures and related laws and practices.

HeartFit works only in the first responder community. Our program centers around continued knowledge of the risk factors associated with doing these jobs. We have 1st hand knowledge of the current research as we participate in a high percentage of occupation specific programs and research. Our education



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and trainings for our providers are focused on this demographic. Kepra Jack, our COO is actively involved in national public safety wellness programs. She designs educational initiatives to expand the scope of wellness in high-risk professions like firefighting, helping implement policies that promote long-term health and safety. Kepra also holds voting memberships on two National Fire Protection Association (NFPA) committees and serves on the ACOEM (American College of Occupational and Environmental Medicine) Public Safety Medicine Committee, demonstrating her leadership in public safety health policy.

Our team is comprised of Dr's, NP's and PA's that all meet the continuing education requirements on standard medical care, we then go above and beyond and attend trainings and gain further knowledge of our the public safety occupational group.

- 1.4. Describe your firm's experience with public safety clinics to include AZPOST and NFPA.

HeartFit is a public safety focused program that provides primary care, injuries, NFPA and AZ POST exams. We do these exams daily and specialize in the public safety community. Kepra Jack, our COO sits on the NFPA 1500 series committee as well as the American College of Occupational Emergency Medicine LEO committee. Our team has committed their careers to providing quality education, patient care and support to our public safety partners.


- 1.5. Does your firm have five (5) years' experience in the with planning, implementing, and managing local off-site medical clinics that provide services to public entities?

HeartFit began providing public safety occupational medical exams in 2014. We provide roughly 2600 exams per year for Arizonas public safety community. And see 50 patients daily in our primary care setting, most which are Police, Fire, EMS and their loved ones.

- 1.6. Provide a list of four (4) client references from other public entities for whom you have provided the services as described in this solicitation over the last four (4) years. Do not include references from employees, boards, commissions or representatives or employees of the City. Include company name, address, phone number, email, contact name, description of services provided.

Reference 1:

Glendale Fire Department	11550 W Glendale Ave Glendale, Az 85307
James Tonda	623-930-4443
Jtonda@glendaleaz.com	5/2024-current
Provide a brief summary of Services provided: Annual and Candidate Occupational Medical Evaluations, education and SME support.	

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Reference 2:

Scottsdale Fire Department	8401 E Indian School Rd. Scottsdale Az. 85251
Shauna O'Dell	480-312-1874
sodell@scottsdaleaz.gov	7/2015-Current
Provide a brief summary of Services provided: Annual and Candidate Occupational Medical Evaluations. Injury evaluation, return to work management program. SME support and education.	

Reference 3:

Tempe Police Department	120 E 5 th St Tempe, Az. 85281
Brandon Lundberg	480-772-8769
thomas.lunberg@tempe.gov	2019
Provide a brief summary of Services provided: AZ POST exams, SWAT physicals and education.	

Reference 4:

Arizona Fire and Medical	18818 Spanish Garden Dr. Sun City West, Az. 85275
Spencer Snyder	602-828-7997
ssnyder@afma.az.gov	2018-current
Provide a brief summary of Services provided: Annual and Candidate Occupational Medical Evaluations. Injury evaluation, return to work management program. SME support and education.	

2. METHOD OF APPROACH

2.1. Describe how your firm will manage the clinic and your understanding of how it will meet the requirements and specifications detailed in the RFP.

HeartFit will work in conjunction with the Glendale PD's internal team to coordinate the process in which we will see patients. For injuries, patients will call the dedicated phone # to request appointments. For all candidate testing, Glendale PD will contact Tracey who will work to coordinate all appointments and testing needed. For the annual medical evaluations, we will work with the internal representative for both agencies to identify what works best with their staffing. Once identified, HeartFit will work to coordinate with all patients related to needs and expectations. Educational materials will be provided to the members with Q&A's to help with an easy transition.

HeartFit will provide quality care daily, ensure that patients are welcome and their physical and mental needs are met. We will create appointment for



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injuries as needed, we will provide all paperwork as requested by the city and administration in a timely manner.

HeartFit will accommodate and communicate with members/candidates and outside entities related to the testing and care of our patients. We will work to expedite care with outside vendors and communicate with the patients regarding these processes.

HeartFit has a proven history of managing a clinic focused on the occupational care of our specific public safety members. We have a dedicated staff that cares about the health and wellbeing of our patients and we take our job very seriously.

2.2. Identify any additional services that you provide that are not listed in the RFP.

HeartFit has the ability to add in additional advanced lipid testing, inflammatory testing, we can add in cardio pulmonary testing for all members. We can create a cancer screening program as well as an advanced cardiac screening program. We have the ability to provide a variety of educational programs to promote health and wellness. We can also provide a monthly educational component and deliverables that help focus on the pillars of health, including but not limited to: Sleep, Alcohol, Cardiac Risk, Blood Pressure, Blood sugar regulation, Hydration, Heat Stress/Rhabdomyolysis, Cardio Pulmonary Fitness.

These services would not be included in the base pricing, but we can build a variety of programs that will meet the goals of Glendale PD and their leadership .

2.3. What is the process used to ensure that patients would be seen within a 30-minute waiting period?

HeartFit works with all of our vendors to ensure that we manage the Cities time and resources, which includes the financial piece. We realize that the community is your first customer and that we need to get members back into the community to meet their needs. Our patients are seen in a timely manner.

2.4. Describe your firms' records management process and the process used to transfer medical records and data back to the City in the event of a Contract termination? In addition, please describe your electronic records system.

HeartFit utilizes AthenaNet as our electronic medical records system (EMR). This EMR provides the member access to their records 24/7 through a HIPAA secure web based portal. We will request records from the previous provider. We will incorporate those records into our system which provides the ability for year/year comparisons and trending of data over time.

2.5. Describe the method used for billing for services and disbursing funds.



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HeartFit will use the ICA's and ICD-10 billing codes and medical fee schedule to accurately report services provided to be billed to an employee, ensuring that care is both compliant and properly reimbursed for all work comp injuries.

Lynne Ybarra and her team will also complete invoices for all department paid programs. These invoices will be completed monthly and will include specifics related to all charges. Lynne and her team are responsive and will be your main POC for all billing related inquiries.

2.6. Provide an example of a utilization report that includes, at a minimum, the following:

- Number and type of encounters,
- Number of employees taken off work

We have provided a report with the number of patients seen in 2024. We do not have a report of how many people have been taken off work. For our firefighters, we have less than 1% that are put on modified duty, or alternative work assignment pending return of needed medical information, additional testing or recommendation or inability to meet the requirements to safely perform their duties.

2.7. Provide a description of your firms' policies and procedures for protecting employee's HIPPA and PHI information.

See attachment

2.8. Provide a project schedule for implementation that includes a communication plan.

HeartFit will work in conjunction with the Glendale Police Departments internal team to coordinate the process in which we will see patients. For injuries, patients will call the dedicated phone # to request appointments. For all candidate testing, Glendale will contact Tracey who will work to coordinate all appointments and testing needed. For the annual medical evaluations of both PD and SWAT, we will work with the internal representative to identify what works best with their staffing. Once identified, HeartFit will work to coordinate with all patients related to needs and expectations. Educational materials will be provided to the members with Q&A's to help with an easy transition.

We will request records from the previous providers to ensure record reconciliation. The will be important to track trends and allow for the members to have their occupational health data in one place.

Within our current departments, we perform annual medical evaluations both in a year round and block format, we will work with your department to identify what will work best for your members.



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3. CAPACITY OF OFFEROR

3.1. Do you understand and agree to the hours of operation? M-F 7 AM to 5 PM?


Yes, we will work to accommodate your patients within our office hours and offer some Telehealth as well.

3.2. Do you have the personnel devoted solely to perform the services for the City with the experience as detailed in the solicitation? If so, how many during the hours stated in 3.1 above?

We will have a team available during our office hours to accommodate the needs, this will include providers and support staff.

3.3. Provide a floorplan for all facilities (including satellite locations) that details the room types (i.e. exam room, lobby, etc.) that are proposed in your response.

- Mesa Office- 1901 E University Dr #200-240 Mesa, Az. 85203
- Hours: Monday, Tuesday, Thursday 7-5, Fri 7-4
- 480-999-7911
 - o 5150 sq ft.
 - o We purchased this location since August 2021.
 - o We currently have 12 exam/testing/treatment rooms and 1 education room
- Both offices provide both primary care, injury and occupational medical evaluations.
 - o We do not have Xray or imaging available in our locations at this time, we do have preferred scheduling with both Az Diagnostics and Simon Med.
- We have a total of 18 staff members that work in our Mesa Office.
 - o 1 Medical Director, 2 Nurse Practitioner, 1 Physician Assistant, 1 Registered Nurses, 1 Office Administrator, 1 Occupational Health Manager, 1 Primary Care/Work Compensation Manager, 1 Physical Therapy Assistant/Functional Movement Specialist, 5 Medical Assistants/CPET Certified, 1 Phlebotomist, 1 Functional Nutritionist, 2 Front Office
- Testing equipment – We will use the following equipment to complete our annual medical and candidate evaluations (see Index B)
 - o Vision - Stereo optical P#32240
 - o Audiometer - CCA100 mini version 7.2
 - o Hearing booth - Industrial Acoustics Co. model-IAC 400A
 - o Ophthalmoscope - Welch Allyn
 - o CPET equipment - Cosmed
 - Our CPET equipment is leased from MetTest. I have included the information regarding this (see attachment)
 - o Lab equipment - We have Sonora Quest in our office, and they supply and

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utilize their own phlebotomy equipment. This includes multiple centrifuges, refrigerators, and various other supplies.

- We will complete the candidate and annual medical evaluations at our office. This will include: cardiopulmonary exercise stress testing, pulmonary testing, hearing testing, vision testing, functional movement screenings, vaccinations/immunizations and full physical exam at our office.

- Peoria Office-8877 W Union Hills Dr. #A-160 Peoria, Az. 85382
- Hours: Monday, Tuesday, Thursday 7-5, Fri 7-4
- 2800 st ft. We have been in this office since January 2023.
- We have 7 exam/testing/treatment rooms at our Peoria office.

- Both offices provide both primary care, injury and occupational medical evaluations. We have a lab within both of our offices. We do not have Xray or imaging available in our locations at this time, we do have preferred scheduling with both Az Diagnostics and Simon Med.

- We have 1 Nurse Practitioner, 1 Physicians Assistant, 1 Lead Medical Assistant, 3 Medical Assistants/CPET certified, 1 Physical Therapy Assistant, 1 Phlebotomist and 1 Front Office.

- Testing equipment – We will use the following equipment to complete our annual medical and candidate evaluations

- o Vision - Stereo optical P#32240
- o Audiometer - CCA100 mini version 7.2
- o Hearing booth - Industrial Acoustics Co. model-IAC 400A
- o Ophthalmoscope - Welch Allyn
- o CPET equipment - Cosmed


- Our CPET equipment is leased from MetTest. I have included the information regarding this testing.

- o Lab equipment - We have Sonora Quest in our office, and they supply and utilize their own phlebotomy equipment. This includes multiple centrifuges, refrigerators, and various other supplies.

- We will complete the annual medical evaluations at our office (with the exception of the blood draws). This will include: cardiopulmonary exercise stress testing, pulmonary testing, hearing testing, vision testing, functional movement screenings, vaccinations/immunizations and full physical exam at our office.

3.4. Can your firm conform to the following performance standards? These standards may be updated or changed throughout the term of the contract. Please address all bullet points in your response.

- Able to maintain and make available a log with the date and time stamp for all employees check in and check out information. All employees must be seen within 30 minutes of check in.

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- Able to attend monthly meetings to discuss case successes and challenges and any operational issues.
- Able to provide their superior outcomes for treating and providing service to employees.
- Able to provide drug and alcohol testing within 30 minutes of the employee arriving at the clinic.
- Able to provide drug and alcohol test results no greater than 48 hours after exam and for potential positive no greater than seven (7) calendar days.
- Able to complete drug & alcohol forms with 98% accuracy.

HeartFit will provide printed schedules with date/time stamps related to patient visits upon request.

HeartFit will attend monthly meetings to discuss successes/challenges related to our program and care.

HeartFit has provided quality care to departments across Arizona for the last 13 years and will provide these same superior services to Glendale employees.

We will provide drug and alcohol testing within 30 minutes of employees arriving at our facility.

HeartFit will provide drug and alcohol test results within the time frames listed.

HeartFit will utilize vendors that can provide 98% accuracy of testing.

- 3.5. Is your firm able to accommodate the annual workload as stated in the RFP? What performance guarantees do you provide?

HeartFit will have adequate staffing and will increase staff if needed to provide quality care and rapid interactions. We have the ability to increase our staffing and also move to a larger space if needed to ensure that we can meet these requirements.

- 3.6. What performance guarantees do you provide to ensure wait time are no more than 30 minutes?

HeartFit will ensure that our internal communication and teamwork will expedite the care for Glendale Police patients. Our EMR contains a clock that will allow for us to benchmark our timing and throughput of each patient.

4. QUALIFICATIONS

- 4.1. Provide an organizational chart specific to the staff assigned, attach resumes, including a copy of their respective licenses and certifications. For all staff



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being proposed to provide the day-to-day services, and any other staff assigned including relief physicians. Include a description of the role each individual will be responsible and accountable for.

See attachment

- 4.2. Do you have your Department of Health Services Outpatient Treatment Center license to operate a health clinic? If yes, please provide a copy.

N/A

- 4.3. Will you be able to begin seeing patients on July 1, 2024?

Yes, we will be prepared to begin seeing patients as of July 1, 2025

- 4.4. Will you provide a separate waiting room for City of Glendale employees only?

Our Mesa office has separate waiting rooms for PCP and Occ Health, but our Peoria office has only one waiting room. The efficiency of our staff helps to decrease the time patients sit in the lobby.

- 4.5. Can you accommodate scheduling fire and police physicals by crew in 4-hour blocks of time?

Yes, we work with many departments that send their members to our office in crew format. We can easily accommodate this process.

- 4.6. Do you guarantee that employees will be seen within 30 minutes from time of check in?

Yes, we will guarantee that employees are seen by our team within 30 minutes.

- 4.7. Do you agree to provide updates for all medical exams within 24 hours of each exam?

We will provide a work status report within 24 hours. We may need additional time to complete full status based on testing/imaging results.

- 4.8. Are you currently a part of the Blue Cross/Blue Shield of Arizona network?

Yes, HeartFit is a preferred provide within BCBS of Az disease mangement program.

- 4.9. Do you understand the job requirements, and do you have experience in performing physicals on fire fighters?



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HeartFit provides physicals for 32 fire departments across the State of Arizona. We do these physicals daily and provide superior services. We currently provide physicals for Glendale Fire Department.

- 4.10. Do you understand the job requirements, and do you have experience in performing physicals on police officers, sergeants (sworn) employees?

HeartFit has been working with Police Departments across Arizona for the last 12 years. We understand the roles, responsibilities, stressors and unique setting in which LEO work. We will provide quality care and excellent customer service, while supporting their needs and expediting their care.

- 4.11. Do your physicians have an understanding and experience of AZPOST? Do they recognize and do they follow the AZPOST medical examination provisions?

We have 3 physicians who are all AZ POST certified and provide these examinations currently. They are knowledgeable of the process and will ensure that documentation is accurate and timely.

- 4.12. Do your physicians have an understanding and experience in the Fire Service Joint Labor Management Wellness/Fitness Initiative and NFPA?


Kepra Jack, our COO sits on the IAFF Joint Labor Management Wellness/Fitness Initiative committee as well as the NFPA 1582, 1583, 1584 and 1585 committees. She is a SME and provides training and support to our team.

- 4.13. Do you understand that Fire and Police will schedule their physicals in advance and will be seen by crew or team to reduce costs? Do you guarantee to have staff who can work solely with public safety during their appointment to limit time away?

Our office does not see patients other than public safety and their families. We can dedicate blocks of schedule for Glendale PD to guarantee expedited appointments.

- 4.14. Do you understand that the police officer health prevention physical is ONLY to be communicated and shared exclusively with the employee? No information regarding the visit is to be provided to the City. This is a benefit negotiated between the police officers' union and the City.

HeartFit will not share any patient information with anyone other than who the patient lists on their HIPAA form. We cannot and will not disclose any

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patient related information other than the name/date of visit on the invoice with Glendale.

- 4.15. Are your physicians certified by the National Registry of Certified Medical Examiners?

We will ensure that we provide a certified provider prior to the initiation of the contract.

- 4.16. Do your physicians have experience in uploading examination results into the National Registry?

Our certified provider will have the knowledge and ability to upload documents to the National Registry.

- 4.17. Do your physicians have experience in administering pulmonary function testing and administering the questionnaire for all employees?

Yes, we do roughly 2600 pulmonary function tests annually and utilize the respiratory questionnaire with all our patients.

- 4.18. Do you have on-sight lab for blood analysis?

HeartFit has 3 excellent phlebotomists to meet the needs of our patients. We work in conjunction with Sonora Quest for all lab analysis.

- 4.19. Do you have on-site radiology? Is a radiologist on-site who can read the film?

HeartFit does not have on-site radiology. We do have a concierge scheduled with Simon Med that allows us to get appointments quickly.

- 4.20. Do you agree to execute a Business Associate Agreement?


Yes, we agree to execute a Business Associate Agreement.

- 4.21. Do all employees agree to execute a confidentiality Agreement, which is to be maintained by the Contractor?

HeartFit will have all team members complete the confidentiality agreement that was included as part of the RFP.

- 4.22. Do you have a facility within a 30-minute drive from downtown Glendale?

HeartFit has a location in Peoria that is 11.7 miles from Glendale PD HQ.

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4.23. Do you have personnel devoted only to performing the Services required by the City?

HeartFit has a team of highly qualified individuals that are excited to welcome Glendale PD into our HeartFit care model. We will provide excellent customer service and ensure that your needs are met.

4.24. Do you understand that public safety physicals are to be completed by a physician? Do you have experience in conducting physicals on public safety personnel?

HeartFit has 2 Physicians that are qualified and complete AZPOST exams on a regular basis.

5. VENDOR EXCEPTIONS:

Per Exhibit 2.2, Offeror shall note any exceptions to the solicitation documents in this section using the example below:

Document Name: Exhibit 3 – Insurance Requirements
Section: 1.a.i. Commercial General Liability – General Aggregate
\$5,000,000
Exception: Vendor’s General Aggregate is only \$3,000,000

(If there are any exceptions, Offeror shall list here)

6. ADDENDUM RESPONSES AND ACKNOWLEDGEMENT:

Attach addendum response(s) and acknowledgement(s) here.

HeartFit acknowledges the addendums that we published to the RFP.

7. CONFLICT OF INTEREST STATEMENT:

If Offeror indicated they have a conflict of interest on the Offer Sheet, Offeror must provide details here. Please refer to the CONFLICT-OF-INTEREST section within Exhibit 1 for required information to be included here.

HeartFit does not have any conflict of interest in providing these services.

EXHIBIT B
PUBLIC SAFETY PERSONNEL PHYSICALS
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The method and amount of compensation is in accordance with Section 4 of this Agreement.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$1,250,000.

DETAILED PROJECT COMPENSATION

Compensation is per RFP 25-03/42500006, attached below.



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PRICING WORKBOOK

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1. PRICING/COST WORKBOOK

Cost shall be entered on a “**Per Patient**” unit of measure. If a price is not provided, it shall be considered as a “No-Bid” on that item.

ITEM NO.	DESCRIPTION OF SERVICES	
1	Physical Examination, Height/Weight/Blood Pressure	\$ 669.50
2	Drug/Alcohol Screening as stated in the RFP	\$ 56.50
3	Blood analysis, CBC and CPT	\$ included
4	Audiogram hearing evaluation (in ANSI-approved soundproof booth, OSHA acceptable). All audiometric test results must be submitted to Health and Safety Officer within 24 hours, written results within five (5) working days	\$ 50.00
5	Cardio-vascular – blood pressure, pulse rate, sounds, rhythm	\$ included
6	Abdomen	\$ included
7	Muso-skeletal assessment – spine, upper extremities, lower extremities, strength and tone, leg raise, range of motion, lifting	\$ included
8	Skin	\$ included
9	Urine dipstick (and Micro UA if indicated by result of Urine Dipstick)	\$ included
10	Back – alignment, flexibility, deformities, general strength	\$ included
11	Spirometry (pulmonary function) if needed for job being performed	\$ 154.50
12	Lifting – must be evaluated based upon the physical demands, lifting requirements and work environment for the position. The Contractor should provide the proper lifting and bending techniques to the employee	\$ 66.95

DESCRIPTION OF SERVICE – PUBLIC SAFETY PHYSICALS:		
13	All-inclusive cost for public safety physicals (items 14-30)	\$ 901.25
INDIVIDUAL COSTS FOR PUBLIC SAFETY PHYSICALS:		
14	Physical exam and medical history - review of immunization history – Height/Weight/Blood Pressure	\$ 250.00
15	New hire - evaluation of the employment candidate’s ability to safely perform the essential functions of the job the employee is applying for as determined by the job description/recruitment bulletin and the Contractors expertise and understanding of the job requirements. (No CPET)	\$ 669.50
16	Visual acuity evaluation	\$ 50.00
17	Urine dipstick	\$ 12.50
18	Coronary Risk Assessment	\$ 30.00



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19	Pulmonary Function Test (spirometer function screening)	\$ 154.50
20	Stress test (treadmill) using the Davis-Gerkin or Bruce Protocol- We utilize the CPET testing-no treadmill	\$ N/A
21	Functional Movement Screening (FMS)	\$ 66.95
22	Body composition analysis (fat assessment and body weight)	\$ 15.00
23	TB skin test and questionnaire	\$ 51.50
24	Gross body skin exam (focused on skin cancer)	\$ included
25	Blood analysis consisting of Complete Blood Count (CBC), Blood Chemistry Panel 30, Hepatitis and lipid panel. Employees < 40 test every 3 years, >40 test annually	\$ 130.00
26	PSA for males >40 years of age	\$ 41.20
27	Pelvic Examination including PAP Smear (Females) initially, then every 3 years, HPV screening every 5 years	\$ 161.14
28	Hepatitis vaccinations - Employees have the option to have testing 3 vaccines in the series	\$ 139.05
29	Respiratory clearance including OSHA Questionnaire for SCBA	\$ 300.00
30	Audiogram hearing evaluation (in ANSI-approved soundproof booth, OSHA acceptable), per applicable regulation NFPA, OSHA.	\$ 50.00
INDIVIDUAL COSTS FOR ADDING OR EXCHANGING SERVICES FOR PUBLIC SAFETY PHYSICALS		
31	CPET exercise capacity test using Peak VO2	\$ 257.50
32	Up to a 30-minute consult with physician to discuss physical examination and health survey	\$ 154.50
33	Police Physical Exam – Additional cost of color perception test (EODP police members)	\$ 875.50
34	Physical Exam – public safety - CPET Bike Test (no treadmill test)	\$ 901.25

2. DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days

Comply: YES ____ NO x

If your answer is NO, please state terms offered: (Enter discount rate if payment in 20 days) % 0

3. PAYMENT Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee in this Section.



City of Glendale
Solicitation Number: RFP 25-03 / 42500006
PUBLIC SAFETY PERSONNEL PHYSICALS
PRICING WORKBOOK

CITY OF GLENDALE
Procurement Department
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

- 4. TAX AMOUNT** Do not include any use tax or federal tax in your proposal.

OFFEROR NAME: HeartFit For Duty, LLC