



**Medical/Occupational Health Staffing
for the Phoenix Fire Department**

**Request for Proposals (RFP)
RFP-22-F02**

Schedule

ACTIVITY (All times are local Phoenix time)	DATE
Issue RFP	November 17, 2022
Pre-Proposal Meeting at 1:00 p.m. via Cisco Webex (details listed on pages 9 and 10)	December 1, 2022
Submittal of Written Questions by 2:00 p.m.	December 15, 2022
Responses to Written Questions	December 29, 2022
Proposal Submittal by 2:00 p.m.	January 18, 2023
Short Listing and Consultant Interviews, if applicable	February – March 2023
Award Recommendation to Phoenix City Council	February – March 2023

Submit proposals and requests for alternate formats to:

Faith Jarrett, Procurement Officer
City of Phoenix Fire Department
150 S.12th Street
Phoenix, Arizona 85034
Telephone: (602) 262-1890 (7-1-1 Friendly)
faith.jarrett@phoenix.gov
Date posted on website (issue Date):

This RFP does not commit the City to award any agreement.
All dates subject to change.

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RFP PROCESS

1. INSTRUCTIONS:


The City of Phoenix Fire Department seeks professional services for the staffing and operation of the Phoenix Fire Department Health & Wellness Center.

The Fire Department has been operating an in-house Health & Wellness Center since 1987. The primary purpose of the Health & Wellness Center is to provide annual medical examinations and physical fitness assessments for firefighters and to manage firefighter work-related injuries. Federal Occupational Safety Health Act (OSHA) requirements and National Fire Protection Association (NFPA) Standards require that firefighters have annual medical examinations.

Firefighter physical examinations are currently performed on City of Phoenix firefighters and firefighters from seven outlying fire departments/districts that currently hold Intergovernmental Agreements for annual physicals at the Phoenix Fire Department Health and Wellness Center. This number may vary based on new Intergovernmental Agreement's completed over the life span of the contract. All considerations regarding Intergovernmental Agreement requests with the Phoenix Fire Department Health and Wellness Center are initiated, established, and finalized between the requesting agency and the City of Phoenix Fire Department. Professional staff working under contracted vendor shall provide the required scope of work and individual responsibilities noted under the staffing requirements to all Phoenix Fire Department firefighters and firefighters under the agencies participating in Intergovernmental Agreements with the Phoenix Fire Department Health and Wellness Center.

Programs managed by the Health & Wellness Center include annual medical examinations; annual physical fitness evaluations; pre-placement physical examinations; infectious exposure education, training, follow-up and counseling; support and resources for the Department's Employee Assistance Program; vaccinations, as well as nutrition, health and fitness programs. These programs relate directly to the goal of the Health & Wellness Center, which is to improve the performance and the physical, psychological, and emotional wellbeing of department members by promoting a higher level of overall health and fitness. Firefighting and Emergency Medical Service (EMS) activities are very physically demanding and can result in injuries and lost time from the job.

In addition to the above, the Health & Wellness Center provides Department of Transportation (DOT) physicals for Fire Department members that require a DOT license as part of their job requirement and physicals for City of Phoenix police department specialty units including Special Assignment, Bomb Squad, Drug

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Enforcement, and Dive Team.

2. MINIMUM QUALIFICATIONS AND EVALUATION CRITERIA:

Each Consultant must demonstrate in its proposal that it meets the minimum qualifications or its proposal will be disqualified as non-responsive.

Eligible Proposers must provide State of Arizona licensure set forth in Exhibit A Scope of Work.

All timely proposals will be reviewed to determine whether the minimal qualification requirements have been met. Proposals that do not meet all qualification requirements will be considered non-responsive and will be rejected. In accordance with City Administrative Regulation, 3.10, proposal awards shall be made to the responsible Offeror whose proposal is determined to be the most advantageous to the City based upon the evaluation criteria listed below.

Further, each proposal has two parts: (1) a Technical Component and (2) a Price (cost or pricing) Component. Each proposal will be evaluated on its technical and costs merits by a panel of reviewers.

The proposal evaluation factors are as follows:

Technical Component

- A. Qualifications and Experience 350 points
- B. Method of Approach 350 points
- C. Proposal Completeness 100 points

Price Component

- D. Pricing 200 points

TOTAL 1,000 points

The narrative portion and materials presented in response to this RFP shall be submitted with the Price component as set forth below and follow the same order as requested and must contain, at a minimum, the following:

Category	Description	Maximum Points
Qualifications and Experience	<u>Business History:</u> The Offeror shall provide a history of the business including the date established, the type of ownership or legal structure of the business (sole proprietor,	350



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partnership, corporation, etc.), the length of time the firm has been operating as a legal entity, and the length of time the firm has been providing the requested services. Discuss the areas of expertise and resources available both nationally and locally to provide the requested services.

Key Personnel: List the proposed key members of staff to be assigned to the City's contract, including their roles and estimated participation in delivering the services.

Attach résumés of the key personnel that will be assigned to these services. Include education and training. Résumés shall state clearly any experience specifically related to the Scope of Work and list similar work successfully completed. Limit three (3) pages per résumé.

Adverse Actions/Potential Impact: State whether the company is currently involved in any litigation, threatened litigation, investigation, reorganization, receivership, filing, strike, audit, corporate acquisition, unpaid judgments, or any other action that could have an adverse impact on the ability to provide the required RFP needs. If so, please provide the nature of the item(s) and the potential impact.

State whether your firm has been unable to complete a contract, been removed from a contract, or been replaced during a contract period in the last five (5) years. If so, explain what happened and why.

Government/Corporate Experience: State your firm's experience in providing services to large public entities or large corporate entities. List any other government contracts that you have now or have had in the past five years. [Not to



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	<p>exceed three pages total]</p> <p><u>Sample Projects:</u> Please submit sample projects (not to exceed three) which best illustrate the firm's qualifications for the scope of the services. Include projects accomplished by current staff while conducted under the employment of others. Projects completed must be of similar complexity and demonstrate the Offeror's ability and experience to successfully perform the services sought by the City in this RFP. [Not to exceed five pages total]</p> <p><u>Customer References:</u> Please furnish a minimum of three and no more than five customer references from firms or government organizations for which the Offeror is currently furnishing services; or in the past five years has completed services. References from large public entities or large corporate entities are preferred.</p> <p>Please provide for each reference the name of the company or the government entity, name of reference, address, telephone number and e-mail address.</p> <p><u>Other Relevant Information:</u> Submit any other information which documents additional skills or experience relating to the requirements of this RFP which you believe may be relevant, including brochures and descriptions.</p>	
Method of Approach	Describe Offeror's method of approach to satisfy the requirements of this Request for Proposal. This should be accomplished by covering the Scope of Work requirements. Offeror may utilize a written narrative or other printed technique to demonstrate its ability to satisfy the Scope of Work. Offerors should address issues such as:	350



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Milestones: Offeror shall provide a list of milestones and proposed deliverables for each milestone.

Work Schedule: Provide a schedule of work consistent with the requirements of the scope of work.

Customer Service – Availability: Provide an estimate of key personnel time on each major step. State the work schedule (days and hours) that the contract representative will be available and the anticipated turnaround time for returning phone calls. State the availability of assigned personnel to perform the work according to the timing/needs of the City. Provide a brief assessment of their current workload and capacity of the Proposer to carry out the scope of work.

Customer Service – Office Resources: State or describe the on-site resources such as office space, conference rooms, clerical support for meeting arrangements as relevant to the services provided.

Sample Reports: Describe or provide a sample progress report or form.

Technology: Describe how your firm uses technology in performing services.

Budget Controls: Describe the fiscal accounting processes and budgetary controls that will be used to ensure the responsible use and management of contract funds and accurate invoicing. State how costs incurred under this project will be appropriately accounted for and only applicable project expenses billed to the City of Phoenix. State fiscal reporting and monitoring capabilities (e.g. spreadsheets, automated fiscal reports, quality controls, checks and balances), to



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	ensure contract funds are managed responsibly. Describe the procedures that will be taken to ensure that the City receives satisfactory products and services at low costs i.e., how the firm will strive to provide the best value at the lowest price.	
Proposal Completeness	Offeror shall ensure that its proposal submitted reflects the overall completeness, accuracy and quality of the proposal requirements. Proposals will be examined for proper grammar, punctuation, sentence structure and typos. Proposals will also be evaluated based on adherence to the proposal format requirements.	100
Pricing	Offerors shall submit prices. The pricing must be a firm fee. Unless otherwise and specifically provided, the price is all-inclusive and must include all necessary costs, including materials, labor, travel, copying costs, incidentals, equipment, space, taxes, profit, insurance, and any other items necessary to effectively conduct and complete the Scope of Work.	200
Total Weighted Points		1000

3. AGREEMENT TERM AND CONTRACTUAL RELATIONSHIP:

Consultants are responsible for reading the agreement and submitting any questions about it in accordance with the process listed in this agreement. By submitting a proposal, each Consultant agrees it will be bound by the agreement. The City anticipates a five-year term. Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence of any of the following:

- reaching the end of the term and any extensions;
- completing the services set forth in the Scope of Work (the “Services”);
- payment of the maximum authorized compensation; or
- termination pursuant to the provisions of the Agreement.

4. PRE-PROPOSAL MEETING:

Consultants are encouraged to attend the pre-proposal meeting via Cisco Webex at the date and time listed on page one. Please register for this meeting by emailing the procurement officer on the front page.

Meeting link:

<https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=m59e4dbf71deb7364ca6>



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[a549744641584](#)

Meeting number: 2466 331 6964

Password: mBVHMyi2b47

Join by video system

Dial 24663316964@cityofphoenix.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

+1-415-655-0001 US Toll

Access code: 2466 331 6964

5. SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS:

Contractor will provide consulting services that will be in accordance with the Scope of Work as set forth in *Exhibit A*, which may be supplemented with additional detail from time to time during the term of the Agreement, and that are satisfactory to the City. In performing these services, Contractor will also specifically comply with the applicable Supplemental Terms and Conditions that are set forth in *Exhibit E*. Contractor will provide progress reports to the Health & Wellness Center Deputy Chief per a mutually agreed-upon schedule.

6. CITY'S VENDOR SELF-REGISTRATION AND NOTIFICATION:

Vendors must be registered in the City's eProcurement Self-Registration System at <https://www.phoenix.gov/financesite/Pages/EProc-help.aspx> in order to respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from a Consultant who has not registered in the City's eProcurement system.

7. PREPARATION OF OFFER:

7.1. All forms provided must be completed and submitted with your offer. The signed and completed Solicitation Disclosure form must be included or your offer may be deemed non-responsive.

7.2. It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of your offer must be initialed in original ink by the authorized person signing the offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Consultant's errors or omissions.

7.3. All time periods stated as a number of days will be calendar days.



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7.4. It is the responsibility of all Consultants to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Consultants are strongly encouraged to:

7.4.1. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.

7.4.2. Study and carefully correlate Consultant's knowledge and observations with the solicitation and other related data.

7.4.3. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which Consultant has discovered in or between the solicitation and such other related documents.

7.5. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Consultant is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.

8. EXCEPTIONS:

Consultant must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions will be deemed non-responsive and disqualified from further consideration. Consultants must conform to all the requirements specified in the solicitation. The City encourages Consultants to ask the procurement officer questions rather than including exceptions in their Offer.

9. INQUIRIES:

All questions that arise relating to this solicitation should be directed to the procurement officer on the solicitation cover page.

To be considered, written inquiries must be received at the address on the cover page by the submittal time. Written inquiries may be emailed to the address on the cover page. Inquiries received will then be answered in an addendum.

No informal contact initiated by Consultants on the proposed service will be allowed with members of City's staff from date of distribution of this solicitation until after the closing date and time for the submission of offers. All questions concerning or issues related to this solicitation must be presented in writing.



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10. ADDENDA:

The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix in regard to the offering instructions, plans, drawings, specifications, or contract documents. Any changes to the plans, drawings and specifications will be in the form of an addendum. The Consultant must acknowledge receipt of any/all addendum by signing and returning the addenda document with the offer submittal.

11. LICENSES:

If required by law for the operation of the business or work related to this Offer, Consultant must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

12. CERTIFICATION:

By signature in the offer section of the Affidavit page, Consultant certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Consultant must not discriminate against any employee, or applicant for employment in violation of Federal or State Law. The Consultant has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

13. SUBMISSION OF OFFER:

Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. The prevailing clock will be the City Department's clock.

Submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

- Offeror's Name
- Offeror's Address (as shown on the Certification Page)
- Solicitation Number
- Solicitation Title
- Offer Opening Date

Such offers must be completed in ink or typewritten. Include the number of copies that are required as indicated in the Submittal section.

14. WITHDRAWAL OF OFFER:

At any time prior to the solicitation due date and time, a Consultant (or designated representative) may withdraw the offer by submitting a request in writing and signed by a duly authorized representative. Facsimiles, telegraphic or mailgram withdrawals



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will not be considered. Withdrawals may not be made after the proposal due date.

15. OFFER RESULTS:

Offers will be opened on the offer due date, time and location indicated in the Schedule of Events. Offers and other information received in response to the solicitation will be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Offers are not available for public inspection until after the City has posted the award recommendation on the City's website.

16. PRE-AWARD QUALIFICATIONS:

16.1. Consultant must have been in operation a minimum of five years. The Consultant's normal business activity during the past five years will have included providing complete Medical/Occupational Health Staffing similar to that listed in this solicitation.

16.2. Upon notification of an award the Consultant will have ten business days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.

16.3. After the City receives and approves the certificate of insurance the Consultant will receive notice to submit a complete work schedule. The Consultant will have ten business days to complete and submit the work schedule.

16.4. Consultant is required to include in the work schedule the number of workers, for each location, they employ to complete the services as specified in scope of work. If any of the above requirements are not met, the Consultant's submittal will be deemed non-responsive and the next most responsible Consultant will receive notification initiating the pre-award qualification process.

17. AWARD OF CONTRACT:

Unless otherwise indicated, award(s) will be made to the most responsive, responsible Consultant(s) who are regularly established in the service contained in this solicitation and who have demonstrated the ability to perform the required service in an acceptable manner.

Factors that will be considered by the City include:

- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation;
- Safety record; and,



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- Vendor history of performance and termination for convenience or cause.

Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.

18. CITY’S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST:

The City reserves the right to disqualify any Consultant on the basis of any real or apparent conflict of interest that is disclosed by the offer submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any Consultant submitting an offer herein waives any right to object now or at any future time, before anybody or agency, including but not limited to, the City Council of the City of Phoenix or any court.

19. SOLICITATION TRANSPARENCY POLICY:

19.1. Commencing on the date and time a solicitation is published, potential or actual offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City’s intent to reissue the same or similar solicitation. As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff who is not involved in the selection process.

19.2. Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

19.3. With respect to the selection of the successful Offerors, the City Manager and/or City Manager’s Office will continue the past practice of exerting no



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undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.

19.4. This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **PROPOSERS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Proposer may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.

19.5. "To discuss" means any contact by the proposer, regardless of whether the City responds to the contact. Offerors that violate this policy shall be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

20. PROTEST PROCESS:

20.1. Consultant may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel or re-bid.

20.2. Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.

20.3. Consultant may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Consultant was notified of the adverse determination.

20.4. Consultant may protest an award recommendation if the Consultant can establish that it had a substantial chance of being awarded the contract and will



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be harmed by the recommended award. The City will post recommendations to award the contract(s) to a particular Consultant on the City's website. Consultant must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City's full and final discretion.

20.5.All protests will be in writing, filed with the Procurement Officer identified in the solicitation, and include the following:

- Identification of the solicitation number;
- The name, address and telephone number of the protester
- A detailed statement describing the legal or factual grounds for the protest, including copies of relevant documents;
- The form of relief requested; and
- The signature of the protester or its authorized representative.

20.6.The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43), and administrative regulations and any protests or appeals not submitted within the time requirements will not be considered.

21. PUBLIC RECORD:

All Offers submitted in response to this invitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If a Consultant believes that a specific section of its Offer response is confidential, the Consultant will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. A Consultant may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Consultant clearly labels the information "confidential." To the extent necessary for the evaluation process, information marked as "confidential" will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Consultants as "confidential" available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify a Consultant in writing of any request to view any portion of its Offer marked "confidential." The Consultant will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Consultant does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the



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information requested available for inspection.

22. LATE OFFERS:

Late Offers must be rejected, except for good cause. If a late Offer is submitted, the Department will document the date and time of the submittal of the late Offer, keep the Offer and notify the Consultant that its Offer was disqualified for being a late Offer.

23. RIGHT TO DISQUALIFY:

The City reserves the right to disqualify any Consultant who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Consultant on the basis of any real or apparent conflict of interest that is disclosed by the Consultant submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a solicitation response, the Consultant waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Consultant.

24. CONTRACT AWARD:

The City reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the City. The City reserves the right to multiple award.

25. EQUAL LOW OFFER:

Contract award will be made by putting the names of the tied vendors in a cup for a blind drawing limited to those bidders with tied offers. If time permits, the offerors involved will be given an opportunity to attend the drawing. The drawing will be witnessed by at least three persons, and the contract file will contain the names and addresses of the witnesses.

26. EVALUATION OF COMPETITIVE SEALED OFFERS:

The City will use its discretion in applying the following processes to this solicitation. Any ties in scoring will be resolved with a best and final price request and the lowest price will prevail.

27. DETERMINING RESPONSIVENESS AND RESPONSIBILITY:

27.1. Offers will be reviewed for documentation of minimum qualifications, completeness, and compliance with the Solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.



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27.2. Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers (as the case may be) will render an Offer nonresponsive.

27.3. Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the City may determine the Offer to be nonresponsive.

27.4. Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the contractor, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible contractor. Responsibility includes the Offeror's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.

27.5. The Procurement Officer, in consultation with legal counsel, will review each Offer to determine if the Offeror is responsible. The City's determination as to whether an Offeror is responsible will be based on the information furnished by the Offeror, interviews (if any), any information at the City's request, information in any best and final offer, and information received from Offeror's references, including information about Offeror's past history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the Solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.

27.6. The Offeror's unreasonable failure to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.

28. DETAILED EVALUATION OF OFFERS AND DETERMINATION OF COMPETITIVE RANGE:

During deliberations, the Evaluation Panel will reach a consensus score for each evaluation criterion except price. The Procurement Officer will score the price, which will be added to the overall consensus score. The overall consensus scores will determine the Offerors' rankings and which Offers are within the Competitive Range, when appropriate.



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29. OFFERS NOT WITHIN THE COMPETITIVE RANGE:

The City may notify Offerors of Offers that the City determined are not in the Competitive Range.

30. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE:

30.1.The City will notify each Offeror whose Offer is in the Competitive Range or made the 'short list' and provide in writing any questions or requests for clarification to the Offeror. Each Offeror so notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Offer. The Offerors in the competitive range may be required to provide a demonstration of their product.

30.2.Demonstrations - Offerors in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).

30.3.If an Offer in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so, the City may determine the Offer is nonresponsive, and the City may revoke its determination that the Offer is in the Competitive Range.

30.4.To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Offeror about other Offers received in response to this solicitation. During discussions with Offerors in the Competitive Range, the City will not give Offerors specific prices or specific financial requirements that Offerors must meet to qualify for further consideration. The City may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Offerors will not be told of their relative rankings before Contract award.

31. BEST AND FINAL OFFERS (BAFO):

31.1.A BAFO is an option available for negotiations. Each Offeror in the Competitive Range, which is determined in the City's sole discretion, may be afforded the opportunity to amend its Offer and make one BAFO.



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31.2. If an Offeror's BAFO modifies its initial Offer, the modifications must be identified in the BAFO. The City will evaluate BAFOs based on the same requirements and criteria applicable to initial Offers. The City will adjust appropriately the initial scores for criteria that have been affected by Offer modifications made by a BAFO. Based on the criteria defined in the solicitation as weighted, the City will then perform final scoring and prepare final rankings.

31.3. The Evaluation Panel will recommend the Offer that is the best value and most advantageous to the City based on the evaluation criteria.

31.4. The City reserves the right to make an award to an Offeror whose Offer is the highest rated, best value, and most advantageous to the City based on the evaluation criteria, without conducting written or oral discussions with any Offeror, without negotiations, and without soliciting BAFOs.



**SECTION II – PROFESSIONAL SERVICES
AGREEMENT**

CITY OF PHOENIX

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**PROFESSIONAL SERVICES AGREEMENT
MEDICAL/OCCUPATIONAL HEALTH STAFFING**

AGREEMENT NO. _____

Procurement Officer
Faith Jarrett
Phoenix Fire Department
150 S. 12th Street
Phoenix, AZ 85034
Telephone: (602) 262-1890



SECTION II – PROFESSIONAL SERVICES AGREEMENT

CITY OF PHOENIX

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF PHOENIX
AND**

(INSERT LEGAL NAME OF CONTRACTOR)

This **AGREEMENT** is made and entered into this ___ of _____, 2023, (“the Effective Date”), or as of the City Clerk date, whichever is later, by and between the City of Phoenix, Arizona, a municipal corporation of the State of Arizona (hereinafter referred to as “City”) and (insert legal name of Contractor here), insert state of corporation and correct business name – Corporation, LLC, etc that you have confirmed on the Arizona Corporation Commission website, (hereinafter referred to as “Consultant or Contractor”).

RECITALS

1. The City Manager of the City of Phoenix, Arizona, is authorized by the provisions of the City Charter to execute agreements for professional services.
2. The City desires to obtain the services that are specifically set forth in this Agreement.
3. The City procured these professional services in accordance with the Phoenix City Code and Administrative Regulation 3.10.
4. Contractor possesses the skills and expertise necessary to provide such services as desired by the City.
5. This Agreement is authorized by the City Council (Ordinance Number and Agenda Number if applicable) Enter date.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. TERM OF AGREEMENT:

1.1. This Agreement begins on the Effective Date in the above introductory paragraph, and upon approval by the City, for a five-year term.

1.2. This Agreement will terminate upon the earliest occurrence of any of the following:

1.2.1. reaching the end of the term exercised as set forth in 1.1;



SECTION II – PROFESSIONAL SERVICES AGREEMENT

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- 1.2.2. completing the services set forth in the Scope of Work attached as EXHIBIT A – SCOPE OF WORK (the “Services”);
- 1.2.3. payment of the maximum compensation under Paragraph 2 of this Agreement; or
- 1.2.4. termination pursuant to the provisions of this Agreement.

2. PAYMENT:

- 2.1. The total amount to be remitted by the City to Contractor for all Services satisfactorily performed under this Agreement will not exceed \$**Enter amount per year** including reasonable and necessary travel expenses, if approved in advance by the City and included in the Fee Schedule EXHIBIT B. Under this Agreement, the City will pay for Services at the rate(s) specified in the Fee Schedule and that comply with the requirements for Reimbursable Expenses as outlined below, with no additional charges for overhead, benefits, local travel or administrative support. Payments will be made in proportion to the Services performed and no more than 90% of the total contract price will be paid before the work is totally completed and accepted by the City.
- 2.2. Contractor will submit monthly invoices on or before the **Enter calendar day of every month**. Each invoice will be accompanied with itemized receipts. The invoice will be submitted free of mathematical errors and/or missing supporting documentation. All appropriate documentation will be provided that supports the charges reflected in the monthly invoice. Upon finding of an error and/or missing documentation, the City will return the invoice to the Contractor. Contractor will promptly resubmit the revised invoice to the City. Each revised invoice will document the date that the revised invoice is submitted to the City. Requests for payment must be submitted with documentation of dates and hours worked, hourly rate charged, and a detailed description of the Services performed. Failure of City to identify an error does not waive any of the City’s rights.
- 2.3. Invoices will be submitted to: invoices@phoenix.gov.
- 2.4. Contractor will demonstrate good judgment when incurring costs that are considered a Reimbursable Expense while conducting business for the City. All Reimbursable Expenses will be reasonable and prudent. Generally, Reimbursable Expenses include:
 - Business Expenses: If applicable, receipts for business expenses must be submitted with all requests for payment. Business expenses that require receipts include, but are not limited to express mail; delivery services; messenger services; and outside printing.
 - Office Expenses: If applicable, requests for reimbursement of office expenses must be submitted with a description of the task, which includes



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how the expense was incurred. Examples of office expenses needing documentation include, but are not limited to telephone; internal printing /copies (not to exceed 0.15 cents per page for black & white copies); postage; facsimiles (long distance charges only); and supplies.

- Travel Expenses: If applicable, travel expenses must be approved in advance by the City and must be included in the Fee Schedule. Contractor will be held to comply with City of Phoenix Administrative Regulation 3.41 – Business, Conference and Training Travel and Related Expenses, effective January 1, 2020, as it may be amended, as to the eligible and ineligible expenses for reimbursement and required documentation as available on the City’s website and incorporated herein as if attached.

3. METHOD OF ORDERING (PURCHASE ORDERS):

Contractor will deliver items and/or services only upon receipt of a written purchase order issued by the department. All contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.

4. SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS:

Contractor will provide consulting services that will be in accordance with the Scope of Work as set forth in EXHIBIT A – SCOPE OF WORK, which may be supplemented with additional detail from time to time during the term of the Agreement, and that are satisfactory to the City. In performing these services, Contractor will also specifically comply with the applicable Supplemental Terms and Conditions that are set forth in EXHIBIT E. Contractor will provide progress reports to the Insert who Contractor is to provide report to, or just use “the City” according to a mutually agreed-upon schedule.

5. INDEMNIFICATION & INSURANCE REQUIREMENTS - SEE EXHIBIT C

6. INDEPENDENT CONTRACTOR STATUS; EMPLOYMENT DISCLAIMER:

6.1. The parties agree that Contractor is providing the Services under this Agreement on a part-time and/or temporary basis and that the relationship created by this Agreement is that of independent contractors. Neither Contractor nor any of Contractor’s agents, employees or helpers will be deemed to be the employee, agent, or servant of the City. The City is only interested in the results obtained under this Agreement; the manner, means and mode of completing the same are under the sole control of Contractor.

6.2. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in this Agreement. The parties agree that no individual performing under this Agreement on behalf of Contractor will be



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considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules will accrue to such individual. Contractor will have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker’s compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and will save and hold harmless the City with respect thereto.

7. LEGAL WORKER REQUIREMENTS:

7.1. The City is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any Contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, Contractor agrees that:

- Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214, subsection A.
- A breach of warranty herein will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
- The City retains the legal right to inspect the papers of the Contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that Contractor or subcontractor is complying with the warranty herein.

8. CONFIDENTIALITY:

“Confidential Information” means all non-public, confidential, sensitive, or proprietary information disclosed or made available by City to Contractor or its affiliates, employees, contractors, partners, or agents (collectively “Recipient”), whether disclosed before or after the Effective Date, whether disclosed orally, in writing, or via permitted electronic access, and whether or not marked, designated, or otherwise identified as confidential. Confidential Information includes, but is not limited to: user contents, electronic data, meta data, employment data, network configurations, information security practices, business operations, strategic plans, financial accounts, personally identifiable information, protected health information, protected criminal justice information, and any other information that by the nature and circumstance of the disclosure should be deemed confidential. Confidential Information does not include this document or information that: (a) is now or subsequently becomes generally available to the public through no wrongful act or omission of Recipient; (b) Recipient can demonstrate by its written records to lawfully have had in its possession prior to receiving such information from the City; (c) Recipient can demonstrate by its written records to have been independently developed by Recipient without direct or indirect use of any Confidential Information; (d) Recipient lawfully obtains from a third party who has the right to transfer or disclose it; or (e) the City has approved in writing for disclosure.



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Recipient shall: (a) protect and safeguard Confidential Information with at least the same degree of care as Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, such as ensuring data is encrypted in transit and at rest and maintaining appropriate technical and organizational measures in performing the Services under the Agreement; (b) not use Confidential Information, or permit it to be accessed or used, for any purpose other than in accordance with the Agreement; (c) not use Confidential Information, or permit it to be accessed or used, in any manner that would constitute a violation of law, including without limitation export control and data privacy laws; and (d) not disclose Confidential Information except to the minimum number of recipients who have a need to know and who have been informed of and agree to abide by confidentiality obligations that are no less restrictive than the terms of this Agreement. If Recipient is required by law or court order to disclose any Confidential Information, Recipient will first give written notice to the City and provide the City with a meaningful opportunity to seek a protective order or limit disclosure.

Upon the City's written request or expiration of this Agreement, whichever is earlier, Recipient shall, at no additional costs to the City, promptly return or destroy all Confidential Information belonging to the City that Recipient has in its possession or control. After return or destruction of the Confidential Information, Recipient shall certify in writing as to its compliance with this paragraph.

If applicable, Contractor agrees to comply with all City information technology policies and security standards, as may be updated from time to time, when accessing City networks and computerized systems whether onsite or remotely.

In addition to, and not in lieu of, all other rights and remedies available to the City, Contractor will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys' fees, damages or proceedings arising out of Contractor's breach of this Section (Confidentiality). Contractor's obligations pursuant to this Section (Confidentiality) shall not be subject to any limits of liability or exclusions as may be stated elsewhere in the Agreement.

A violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may at the City's discretion result in immediate termination of this Agreement without notice. The obligations of Contractor under this Section shall survive the termination of this Agreement.

9. DATA PROTECTION:

The parties agree this Section shall apply to the City's Confidential Information and all categories of legally protected personally identifiable information to include information contemplated in the Business Associate Agreement - see Addendum



SECTION II – PROFESSIONAL SERVICES AGREEMENT

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(collectively “PII”) that Contractor processes pursuant to the Agreement. “Personally identifiable information” is defined as in the Federal Privacy Council’s Glossary available at: <https://www.fpc.gov/resources/glossary/>.

As between the parties, the City is the data controller and owner of PII and Contractor is a data processor. In this Section, the term “process,” “processing,” or its other variants shall mean: an operation or set of operations which is performed on PII, whether or not by automated means, including without limitation: collection, recording, copying, analyzing, caching, organizing, structuring, storage, adaptation, alteration, retrieval, transmission, dissemination, alignment, combination, restriction, erasure, or destruction.

9.1. When Contractor processes PII pursuant to the Agreement, Contractor shall, at no additional cost to the City:

9.1.1. process PII only within the United States and only in accordance with the Agreement and not for Contractor’s own purposes, including product research, product development, marketing, or commercial data mining, even if the City’s data has been aggregated, anonymized, or pseudonymized;

9.1.2. implement and maintain appropriate technical and organizational measures to protect PII against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including at a minimum, and as applicable, those measures specified by the National Institute of Standards and Technology (NIST) SP800-53; A.R.S. § 18-552 (Notification of Security System Breaches); A.R.S. § 44-7601 (Discard and Disposal of Personal Identifying Information Records); Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; and good industry practice; (When considering what measures are appropriate and in line with good industry practice, Contractor shall keep abreast of current regulatory trends in data security and the state of technological development to ensure a level of security appropriate to the nature of the data to be protected and the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction, damage, theft, alteration or disclosure. At minimum, Contractor will timely remediate any vulnerabilities found within its network that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS); however, Contractor must remediate vulnerabilities that are rated critical within 14 days and vulnerabilities that are rated high within 30 days. If requested by the City, Contractor shall promptly provide a written description of the technical and organizational methods it employs for processing PII.)

9.1.3. not subcontract any processing of PII to any third party (including affiliates, group companies or sub-contractors) without the prior written



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- consent of the City; and Contractor shall remain fully liable to the City for any processing of PII conducted by a sub-processor appointed by Contractor;
- 9.1.4.** as applicable, implement and maintain appropriate policies and procedures to manage payment card service providers with whom Contractor shares sensitive financial information or cardholder data; and provide the City with a Qualified Security Assessor Attestation of Compliance for Payment Card Industry Data Security Standards on an annual basis, but no later than within 30 days of attestation report completion;
 - 9.1.5.** take reasonable steps to ensure the competence and reliability of Contractor’s personnel or sub-processor who have access to the PII, including verifications and background checks appropriate to the security level required for such data access;
 - 9.1.6.** maintain written records of all information reasonably necessary to demonstrate Contractor’s compliance with this Agreement and applicable laws;
 - 9.1.7.** allow the City or its authorized agents to conduct audit inspection during the term of the Agreement, but no more than once per year, which may include providing access to the premises, documents, resources, personnel Contractor or Contractor’s sub-contractors use in connection with the Services; provided however, the City may at its sole discretion accept a qualified and industry recognized independent third-party assessment report or certification (such as SSAE 18 SOC 2 or ISO/IEC 27001) provided by Contractor at no cost to the City in lieu of the audit inspection rights of this Section;
- 9.2.** If Contractor becomes aware of any actual or potential data breach (each an “Incident”) arising from Contractor’s processing obligations pursuant to the Agreement, Contractor shall notify the City at SOC@phoenix.gov without undue delay within 48 hours; and:
- 9.2.1.** provide the City with a detailed description of the Incident, the type of data that was the subject of the Incident, and the identity of each affected person as soon as such information can be collected or otherwise becomes available;
 - 9.2.2.** take action immediately, at Contractor’s own expense, to investigate the Incident and to identify, prevent, and mitigate the effects of the Incident and to carry out any recovery or other action necessary to remedy the Incident;
 - 9.2.3.** cooperate with the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable laws or as otherwise required by the City; and



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- 9.2.4.** not directly contact any individuals who may be impacted by the Incident or release or publish any filing, communication, notice, press release, or report concerning the Incident without the City’s prior written approval (except where required to do so by applicable laws).

In addition to, and not in lieu of, all other rights and remedies available to the City, Contractor will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys’ fees, damages or proceedings arising out of Contractor’s breach of this Section (Data Protection). Contractor’s obligations pursuant to this Section (Data Protection) shall not be subject to any limits of liability or exclusions as may be stated elsewhere in the Agreement.

A violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may at the City’s discretion result in immediate termination of this Agreement without notice. The obligations of Contractor under this Section shall survive the termination of this Agreement.

10. CONTACTS WITH THIRD PARTIES:

- 10.1.** Contractor or its subcontractors will not contact third parties to provide any information in connection to the Services provided under this Agreement without the prior written consent of the City. Should Contractor or its subcontractors be contacted by any person requesting information or requiring testimony relative to the Services provided under this Agreement or any other prior or existing Agreement with the City, Contractor or its subcontractors will promptly inform the City giving the particulars of the information sought and will not disclose such information or give such testimony without the written consent of the City or court order. The obligations of Contractor and its subcontractors under this Section will survive the termination of this Agreement.

- 10.2.** Contractor agrees that the requirements of this Section will be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

11. SBE/ DBE UTILIZATION:

The City extends to each individual, firm, vendor, supplier, contractor and subcontractor an equal economic opportunity to compete for City business and strongly encourages voluntary utilization of small and/or disadvantaged businesses to reflect both the industry and community ethnic composition. The use of such businesses is encouraged whenever practical.



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12. AUDIT/RECORDS:

12.1. The City reserves the right, at reasonable times, to audit Contractor's books and records relative to the performance of service under this Agreement. All records pertaining to this Agreement will be kept on a generally accepted accounting basis for a period of five years following termination of the Agreement.

12.2. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

13. COMPLIANCE WITH LAWS:

Contractor will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs on Contractor, a request for an amendment may be submitted pursuant to this Agreement.

14. AMENDMENTS:

Whenever an addition, deletion or alteration to the Services described in EXHIBIT A – SCOPE OF WORK substantially changes the Scope of Work thereby materially increasing or decreasing the cost of performance, a supplemental agreement must first be approved in writing by the City and Contractor before such addition, deletion or alteration will be performed. Changes to the Services may be made and the compensation to be paid to Contractor may be adjusted by mutual agreement, but in no event may the compensation exceed the amount authorized without further written authorization. It is specifically understood and agreed that no claim for extra work done or materials furnished by Contractor will be allowed except as provided herein, nor will Contractor do any work or furnish any materials not covered by this Agreement unless first authorized in writing. Any work or materials furnished by Contractor without prior written authorization will be at Contractor's risk, cost and expense, and Contractor agrees to submit no claim for compensation or reimbursement for additional work done or materials furnished without prior written authorization.

15. NO ORAL ALTERATIONS:

No alteration or variation of the terms of this Agreement will be binding on the parties herein unless such alteration or variation is in writing and signed by each of the parties to this Agreement. No oral understanding or agreement not incorporated in this Agreement will be binding on any of the parties herein.

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16. NOTICES:

16.1. Any notice, consent or other communication (“Notice”) required or permitted under this Agreement will be in writing and either: (1) delivered in person; (2) sent via e-mail, return receipt requested; (3) sent via facsimile transmission; (4) deposited with any commercial air courier or express delivery service; or (5) deposited in the United States mail, postage prepaid.

If to Contractor:

If to City:

Faith Jarrett
 City of Phoenix, Fire Department
 150 S. 12th Street
 Phoenix, AZ 85034
 Telephone: (602) 262-1890

16.2. Notice will be deemed received: (1) at the time it is personally served; (2) on the day it is sent via e-mail; (3) on the day it is sent by facsimile transmission; (4) on the second day after its deposit with any commercial air courier or express delivery service; or (5) five business days after the Notice is deposited in the United States mail as above provided. Any time period stated in a Notice will be computed from the time the Notice is deemed received.

16.3. Notices sent by e-mail and facsimile transmission will also be sent by regular mail to the recipient at the above address. This requirement for duplicate Notice is not intended to change the effective date of the Notice sent by e-mail or facsimile transmission.

17. INTEGRATION:

This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any party hereto which is not embodied in this Agreement, and no party will be bound by or liable for any statement of intention not so set forth.

18. GOVERNING LAW; FORUM; VENUE:

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced



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and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

19. FISCAL YEAR CLAUSE:

The City's fiscal year begins July 1st and ends June 30th each calendar year. The City may make payment for services rendered or costs encumbered only during a fiscal year and for a period of 60 days immediately following the close of the fiscal year, under the provisions of Arizona Revised Statutes §42-17108. Therefore, Contractor must submit billings for services performed or costs incurred prior to the close of a fiscal year within ample time to allow payment within this 60-day period.

20. TERMINATION OR SUSPENSION OF SERVICES:

20.1. City's Right to Terminate:

The City reserves the right to terminate this Agreement without cause, or to abandon the Services, or any part of the Services not then completed, by notifying Contractor in writing. Immediately upon receiving a written notice to terminate or suspend Services, Contractor will:

- Discontinue advancing the work in progress, or such part that is described in the notice.
- Deliver to the City all collected raw data, draft reports, preliminary reports, working papers, estimates and forecasts entirely or partially completed, together with all unused materials supplied by the City.
- Appraise the work it has completed and submit its appraisal to the City for evaluation.
- Be paid in full the pro rata value for services performed to the date of its receipt of the Notice of Termination, including reimbursement for all reasonable costs and expenses incurred by Contractor in terminating the work, including demobilization of field service. No payment will be made for loss of anticipated profits or unperformed services.

21. FINAL PAYMENT:

21.1. Payment: The City will make final payment for all Services performed and accepted within 60 days after Contractor has delivered to the City any final progress reports, documentation, materials and evidence of costs and disbursement as required under this Agreement. Any use by the City of preliminary reports, raw data or other incomplete material returned by Contractor will be at the City's sole risk for such use.

21.2. Temporary Suspension: The City may, by written notice, direct Contractor to suspend performance on all or any part of the Services for such period of time as may be determined by the City to be necessary or desirable for its convenience. If such suspension causes additional expense to Contractor in



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performance, and not due to fault or negligence of Contractor, the payment will be adjusted on the basis of actual costs resulting directly from the suspension, and the period for performance of the Services will be extended by mutual agreement. Any claim by Contractor for a price adjustment must be supported by appropriate documentation asserted promptly after Contractor has been notified to suspend performance.

22. PROFESSIONAL COMPETENCY:

22.1. Qualifications: Contractor represents that it is familiar with the nature and extent of this Agreement, the Services, and any conditions that may affect its performance under this Agreement. Contractor further represents that it is fully experienced and properly qualified, is in compliance with all applicable license requirements, and is equipped, organized, and financed to perform such Services.

22.2. Level of Care and Skill: Services provided by Contractor will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of Contractor's profession currently practicing in the same industry under similar conditions. Acceptance or approval by the City of Contractor's work will in no way relieve Contractor of liability to the City for damages suffered or incurred arising from the failure of Contractor to adhere to the aforesaid standard of professional competence.

23. SPECIFIC PERFORMANCE:

Contractor agrees that in the event of a breach by Contractor of any material provision of this Agreement, the City will, upon proper action instituted by it, be entitled to a decree of specific performance thereof according to the terms of this Agreement. In the event the City will elect to treat any such breach on the part of Contractor as a discharge of the Agreement, the City may nevertheless maintain an action to recover damages arising out of such breach. This paragraph is not intended as a limitation of such other remedies as may be available to the City under law or equity.

24. FORCE MAJEURE:

Contractor will not be responsible or liable for, or deemed in breach hereof because of any delay in the performance of its obligations hereunder to the extent caused by circumstances beyond its control, without its fault or negligence, and that could not have been prevented by the exercise of due diligence, including but not limited to fires, natural disasters, riots, wars, unavoidable and unforeseeable site conditions, failure of the City to provide data within the City's possession or to make necessary decisions or provide necessary comments in connection with any required reports prepared by Contractor in connection with the Services and the unforeseeable

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inability to obtain necessary site access, authorization, permits, licenses, certifications and approvals (such causes hereafter referred to as “Force Majeure”).

25. DOCUMENTATION:

25.1. Dissemination and Retention: There will be no dissemination or publication of any information gathered, or documents prepared in the course of the performance of the Services without the prior written consent of the City. Should the City, upon advice of counsel, deem it necessary, due to existing or anticipated litigation, to assert a legal privilege of protection and non-disclosure with regard to the subject matter of this Agreement, then, and in that event, upon written demand, Contractor will relinquish to the possession and control of the City its entire file related to this Agreement and only those portions of said file deemed by the City to be not privileged will be returned to Contractor pending the resolution of the existing or anticipated litigation.

25.2. Format and Quality: All documents prepared by Contractor will be prepared in a format and at a quality approved by the City.

25.3. Document Review: Contractor will review all documents provided by the City related to the performance of the Services and will promptly notify the City of any defects or deficiencies discovered in such review.

25.4. Submittals: Contractor will provide timely and periodic submittals of all documents required of Contractor, including subcontracts, if any, as such become available to the City for review.

26. RELEASE OF INFORMATION - ADVERTISING AND PROMOTION:

Contractor will not publish, release, disclose or announce to any member of the public, press, official body, or any other third party: (1) any information concerning this Agreement, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of the City, except as required by law. The name of any site on which Services are performed will not be used in any advertising or other promotional context by Contractor without the prior written consent of the City.

27. CONFLICTS OF INTEREST:

27.1. Contractor acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this Agreement upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the Phoenix City Council or any employee of the City has any financial interest in the consulting firm. For breach of violation of this warranty, the City will have the right to annul this Agreement



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without liability, including any such commission, percentage, brokerage or contingent fee.

27.2.The City reserves the right to immediately terminate the contract in the event that the City determines that Contractor has an actual or apparent conflict of interest.

27.3.Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the City for the purpose of securing this Agreement, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this Agreement, the City may, by one calendar day written notice to Contractor, terminate the right of Contractor to proceed under this Agreement, provided that the existence of the facts upon which the City made such finding will be an issue and may be litigated in an Arizona court of competent jurisdiction. In the event of such termination, the City will be entitled to the same remedies against Contractor as could be pursued in the event of default by Contractor.

27.4.This Agreement is subject to the requirements of Arizona Revised Statutes § 38-511.

28. PUBLIC RECORDS:

28.1.Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, the Contractor acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, the Contractor understands that disclosure of some or all of the items subject to this Agreement may be required by law.

28.2.In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Contractor, the City agrees to provide the Contractor with notice of that request, which shall be deemed given when deposited by the City with the USPS for regular delivery to the address of the Contractor specified in their proposal. Within ten days of City notice by the City, the Contractor will inform the City in writing of any objection by the Contractor to the disclosure of the requested information. Failure by the Contractor to object timely shall be deemed to waive any objection and any remedy against the City for disclosure.

28.3.In the event the Contractor objects to disclosure within the time specified, the Contractor agrees to handle all aspects related to request, including properly communicating with the requestor and timely responding with information the



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disclosure of which the Contractor does not object thereto. Furthermore, the Contractor agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.

29. CLAIMS OR DEMANDS AGAINST THE CITY:

29.1. Contractor acknowledges and accepts the provisions of Chapter 18, Section 14 of the Charter of the City of Phoenix, pertaining to claims or demands against the City, including provisions therein for set-off of indebtedness to the City against demands on the City, and Contractor agrees to adhere to the prescribed procedure for presentation of claims and demands. Nothing in Chapter 18, Section 14 of the Charter of the City of Phoenix alters, amends or modifies the supplemental and complementary requirements of the State of Arizona Notice of Claim statutes, Arizona Revised Statutes §§ 12-821 and 12-821.01, pertaining to claims or demands against the City. If for any reason it is determined that the City Charter and state law conflict, then state law will control.

29.2. Moreover, nothing in this Agreement will constitute a dispute resolution process, an administrative claims process, or contractual term as used in Arizona Revised Statutes § 12-821.01(C), sufficient to affect the date on which the cause of action accrues within Arizona Revised Statutes § 12-821.01(A) and (B).

30. WAIVER OF CLAIMS FOR ANTICIPATED PROFITS:

Contractor waives any claims against the City and its officers, officials, agents and employees for loss of anticipated profits caused by any suit or proceeding, directly or indirectly, involving any part of this Agreement.

31. CONTINUATION DURING DISPUTES:

31.1. Contractor agrees as a condition of this Agreement that in the event of any dispute between the parties, provided no Notice of Termination has been given by the City, and if it is feasible under the terms of this Agreement each party will continue to perform the obligations not related to the dispute required of it during the resolution of such dispute, unless enjoined or prohibited by a court of competent jurisdiction.

31.2. Failure or delay by either party to exercise any right, power or privilege specified in or appurtenant to this Agreement will not be deemed a waiver.



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32. THIRD PARTY BENEFICIARY CLAUSE:

The parties expressly agree that this Agreement is not intended by any of its provisions to create any right of the public or any member thereof as a third party beneficiary nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

33. LAWFUL PRESENCE REQUIREMENT:

Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

34. NO ISRAEL BOYCOTT:

If this Contract is valued at \$100,000 or more and requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, or construction, then Contractor must certify and agree that it does not and will not boycott goods or services from Israel, pursuant to Title 35, Chapter 2, Article 9 of the Arizona Revised Statutes. Provided that these statutory requirements are applicable, Contractor by entering this Contract now certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of goods or services from Israel.

35. NO FORCED LABOR OF ETHNIC UYGHURS:

If this Contract requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, goods, or construction, then pursuant to Title 35, Chapter 2, Article 10 of the Arizona Revised Statutes Contractor must certify and agree that it and any contractors, subcontractors, or suppliers it utilizes do not and will not use the forced labor of ethnic Uyghurs in the People's Republic of China or any goods or services produced by such forced labor. Provided these statutory requirements are applicable, Contractor, by entering this Contract, now certifies it is not currently engaged in, and agrees for the duration of the Contract to not engage in, (a) the use of forced labor of ethnic Uyghurs in the People's Republic of China; (b) the use of any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (c) the use of any contractors, subcontractors, or



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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.

36. EQUAL EMPLOYMENT OPPORTUNITY AND PAY:

36.1.In order to do business with the city, contractor must comply with Phoenix City Code, 1969, chapter 18, Article V, as amended, equal employment opportunity requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

36.2.For a contractor with 35 employees or fewer: Contractor in performing under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The contractor further agrees that this clause will be incorporated in all subcontracts related to this agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, contractor agreements or subleases of this agreement entered into by supplier/lessee.

36.3.For a contractor with more than 35 employees: Contractor in performing under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be

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incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee. The contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

37. DOCUMENTATION:

Suppliers and lessees may be required to provide additional documentation to the equal opportunity department affirming that a nondiscriminatory policy is being utilized.

38. MONITORING:

The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.



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IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed, effective as of the date in the first paragraph (the “Effective Date”);

CITY OF PHOENIX, a municipal corporation
Jeffrey Barton, City Manager

By: _____
Mike J. Duran
Fire Chief

ATTEST:

_____ Date: _____
City Clerk

APPROVED AS TO FORM:
Julie M. Kriegh, City Attorney

By: _____
David Lavelle
Assistant Chief Counsel

If your company is a corporation:
Name of company Corporation
a State corporation
By: _____
Name
Title, (President and CEO, etc.)

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EXHIBIT A – SCOPE OF WORK

1. BACKGROUND:

The City of Phoenix Fire Department seeks professional services for the staffing and operation of the Phoenix Fire Department Health & Wellness Center.

The Fire Department has been operating an in-house Health & Wellness Center since 1987. The primary purpose of the Health & Wellness Center is to provide annual medical examinations and physical fitness assessments for firefighters and to manage firefighter work-related injuries. Federal Occupational Safety Health Act (OSHA) requirements and National Fire Protection Association (NFPA) Standards require that firefighters have annual medical examinations.

Firefighter physical examinations are currently performed on City of Phoenix firefighters and firefighters from seven outlying fire departments/districts that currently hold Intergovernmental Agreements for annual physicals at the Phoenix Fire Department Health & Wellness Center. This number may vary based on new Intergovernmental Agreement's completed over the life span of the contract. All considerations regarding Intergovernmental Agreement requests with the Phoenix Fire Department Health & Wellness Center are initiated, established, and finalized between the requesting agency and the City of Phoenix Fire Department. Professional staff working under contracted vendor shall provide the required scope of work and individual responsibilities noted under the staffing requirements to all Phoenix Fire Department firefighters and firefighters under the agencies participating in Intergovernmental Agreements with the Phoenix Fire Department Health & Wellness Center.

Programs managed by the Health & Wellness Center include annual medical examinations; annual physical fitness evaluations; pre-placement physical examinations; infectious exposure education, training, follow-up and counseling; support and resources for the Department's Employee Assistance Program; vaccinations, as well as nutrition, health and fitness programs. These programs relate directly to the goal of the Health & Wellness Center, which is to improve the performance and the physical, psychological, and emotional wellbeing of department members by promoting a higher level of overall health and fitness. Firefighting and Emergency Medical Service (EMS) activities are very physically demanding and can result in injuries and lost time from the job.

In addition to the above, the Health & Wellness Center provides Department of Transportation (DOT) physicals for Fire Department members that require a DOT license as part of their job requirement and physicals for City of Phoenix police department specialty units including Special Assignment, Bomb Squad, Drug Enforcement, and Dive Team.



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Both Public Technology Inc. (PTI) and the International City Manager’s Association (ICMA) have recognized the Phoenix Fire Department Health & Wellness Center nationally. In 1989, the City of Phoenix received the ICMA William H. Hansell Award for Program Excellence in Public Safety. The Health & Wellness Center was one of the programs cited in the award.

2. OBJECTIVE:

2.1. STAFF:

A City of Phoenix Fire Department Deputy Chief manages the Health & Wellness Center. In addition to the Deputy Chief, fire department staff assigned to the Health & Wellness Center include two permanently assigned City of Phoenix administrative staff positions. Professional medical staff, as well as some administrative support personnel, make up the remaining work force through contractual arrangement. (See TASKS – Staffing Requirements for the list of positions required under this RFP).

2.2. FACILITY:

The Health & Wellness Center is currently operated out of approximately 13,000 square feet of space located in the Fire Administration Building at 150 South 12th Street. The Health & Wellness Center schedules annual physicals for field personnel by apparatus crew, so that all members working on a particular piece of apparatus can be sent to the Health & Wellness Center at the same time providing minimal disruption to service delivery. This approach also allows the physicals to be conducted while members are on duty avoiding overtime costs. Health & Wellness Center hours are generally 7:30 a.m. - 4:00 p.m. Monday-Friday. The clinic is closed on all observed City of Phoenix holidays.

2.3. MEDICAL EQUIPMENT:

The Health & Wellness Center contains the facilities and testing equipment needed to conduct comprehensive medical examinations. Facilities include five examination rooms as well as specialized testing rooms. Major medical equipment includes a spirometer for testing lung capacity, a hearing test booth, a vision test machine, digital x-ray machine, treadmills with stress test equipment, a blood centrifuge, and EKG machines. Blood and urine samples are sent to a contracted medical laboratory for analysis and X-rays are sent to a contracted radiologist for interpretation.

2.4. INDUSTRIAL INJURY PROGRAM:

The Health & Wellness Center also provides in-house evaluation and treatment of industrial injuries. Through this program, fire department members who are injured on the job report to the Phoenix Fire Department Health & Wellness Center for evaluation rather than to the City’s contracted Occupational Medical



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provider used by other City of Phoenix departments. The Health & Wellness Center medical staff treats firefighters with minor injuries and refers those with more serious injuries to appropriate specialists. The Health & Wellness Center sees an average of 50-60 new injuries per month.

2.4.1. Records Management:

The Phoenix Fire Department's Health & Wellness Center maintains comprehensive health records and medical information on all the firefighters that come to the clinic. This information includes, but is not limited to, annual NFPA compliant physical examination data, information regarding the members' industrial injuries and treatments as well as other pertinent medical history. The Contractor's responsibility will include records management functions through an Electronic Health Records management system as described in the job descriptions included in the RFP. The Contractor shall allow Phoenix Fire Department Health & Wellness Center personnel access to the current Electronic Health Records Management system in use by the Contractor. This access will include staff members provided by the Contractor in connection with the scope of work in this bid, as well as specifically identified Phoenix Fire Department employees assigned to the Health & Wellness Center.

Currently, Healthcare providers toggle between various platforms to produce a comprehensive synopsis for the patient's visit, causing longer wait times. Having the ability to consolidate medical records into one application would provide, more accurate, trustworthy data, and helps minimize the likelihood of mishandling or citing/referencing unreliable medical information.

The Offeror's proposed Solution shall provide a method to upload archived patient data that the City holds from the previously owned Health Center application. The archived data integration will provide a comprehensive view of the patient's medical record. This will allow the increased productivity within the department.

The Electronic Health Records management system used by the Contractor, for the purpose of records management, shall have the following capabilities:

- The proposed solution shall be a Cloud solution or on-premises install. An on-premises solution should reside on a server with encryption in transit and at rest per ePHI and City of Phoenix standards (Exhibit F). The server should also have an automatic geographic redundancy in place that is tested bi-annually by the



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vendor and provide test results to the City of Phoenix Fire Department, upon request.

- Patient Scheduling;
- Full electronic health record charting and management for approximately 5,000 active employees from the Phoenix Fire Department and contracted partner agencies, to include, but not limited to industry standard physical assessment and history fields, as well as the ability to track NFPA 1582 required data;
- The ability to input manually when necessary and when available;
- The Contractor must provide ability for the data transfer of all electronically stored records to designated data storage system for the City of Phoenix Fire Department upon completion of contract term.
- The ability to pull test result reports and store all reports into the Electronic Health Record management system from existing testing equipment and or databases to include EKG, audiology, spirometry, digital x-ray, & medical laboratory test results;
- Ability to store all prior PFD Health & Wellness Center medical records dating back as far as 2006.
- Data integration will support proper record retention, which is for the lifetime of a patient. Hosting all data in one system will provide a sustainable solution to the ongoing challenge of data conversion wherever we have technology changes.
- Record storage per NFPA 1582 guidelines for active and retired employees (length of employee's employment + 30 year's post-retirement).
- Ability to process medical claim forms, track revenue, generate financial reports and stay current with industry standard billing codes.
- All hardware, software, and licensing needed for use of and with the Electronic Medical Record management system shall be provided and maintained by the Contractor. Contractor shall be responsible for the removal of all hardware, software, and any licensing termination requirements upon completion of the contract term.

Contractor shall collaborate with the Phoenix Fire Department's IT section to facilitate data transfer and communication to and from the systems currently in use at the Health & Wellness Center.

If the Contractor changes from their current Electronic Health Record management system vendor/provider during the term of the contract



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agreement; the Contractor shall work with the Phoenix Fire Department's IT section to ensure safe, and accurate transfer of information to the new Electronic Health Record management vendor. In addition, the Contractor shall work with the Phoenix Fire Department's IT section to continue facilitating data transfer and communication to the Health & Wellness Center's systems in place.

2.5. PHYSICAL EXAMS:

The physical examination used by the Phoenix Fire Department is comprehensive and includes the following elements:

- Patient Health Review Survey
- Blood testing and analysis consisting of: Chem 18/HDL/Lipid Panel/CBC/Uric Acid, UA/Micro - *(New Hires/New Patients & Annually for all FF's)*
- Hepatitis-B Antibodies – *(New Hires/New Patients only)*
- Hepatitis-C Antibodies – *(New Hires/New Patients only)*
- Prostate Specific Antigen (PSA) - *(New Hires & Annually for Males age 40 and older only)*
- Varicella Titer – *(New Hires/New Patients only)*
- Hearing Conservation Program - Hearing Testing and Evaluation (assessed in an ANSI-approved soundproof audiometric booth)
- Visual Acuity Testing & Evaluation
- Vital Signs (temperature, pulse, and respiratory rate, and blood pressure)
- Spirometry/Pulmonary Function Test & Evaluation
- EKG Stress Test (treadmill)
(New Hire Firefighter Recruits perform a MAX Treadmill; a Sub-max is performed annually thereafter unless otherwise determined by a Health & Wellness Center Clinician. Non-Sworn New Hires perform resting EKG only)
- Chest X-Ray
(New Hires and every 4 years thereafter, unless Health & Wellness Center Clinician deems it necessary)
- Skin fold measurement by calipers, body weight, & height or Bioelectrical Impedance Equipment when it becomes available.
- Immunization history screening and review
- Consult with physician or physician assistant to discuss physical examination

2.6. PHYSICAL THERAPY:

The Health & Wellness Center also provides in-house physical therapy to assist in the evaluation and treatment of industrial injuries, injury prevention, and overall wellness. Through this program, fire department members who are injured on the job will receive physical therapy evaluation and treatment as requested.



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2.7. WORKLOAD:

The annual average workload for the Health & Wellness Center is as follows:

- Average Annual Physicals: 2,300-2,500
- Average Industrial Injury Evaluations: 2,500-3,000
- Average Non-Industrial Evaluations: 300-500
- Average Immunizations and Lab draws combined: 500-600
- Average Post Exposure Consultations: 50

3. TASKS:

3.1. STAFFING REQUIREMENTS:

The vendor must be able to provide the following staff that meet the qualifications described at the time of the awarded contract. The Phoenix Fire Department Health & Wellness Center works in an Electronic Health Records system. All staff must be familiar with and have some experience working within an Electronic Health Records system.

The Phoenix Fire Department is a 24/7 public safety organization. Contracted clinicians working in the Phoenix Fire Department Health & Wellness Center will be required to be involved in an after-hours call rotation schedule, which will require them to respond to firefighter injury notifications, act as a liaison between the fire department member and emergency care staff, and answer calls 24/7 during their scheduled rotation time.

Table of Required Staffing Positions:

Quantity	Position	Hours/Week
1	Medical Doctor/Director	40
2	Medical Doctor/Physician	40
4	Physician's Assistant (P.A.-C) / Nurse Practitioner (NP)	40
1	Behavioral Health Specialist Physician/Ph.D	20
1	Clinic Manager	40
3	Registered Nurse	40
2	Case Management Coordinator	40
1	Medical Records Specialist	40
1	Scheduling Coordinator	40
3	Certified Radiology Technician (CRT)	40
1	Director of Rehabilitation Services	40
2	Athletic Trainer	40
1	Rehabilitation Technician	40
2	Physical Therapist	40
1	Board Certified and Licensed Cardiologist	8



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3.2. QUALIFICATIONS & RESPONSIBILITIES:

3.2.1. Medical Doctor/Director – Full-time (40hr/week):

Performs baseline physicals, evaluates, treats, and follows up on industrial injuries, infectious and hazardous material exposures. Implements and supports an ongoing wellness program for fire department personnel and may be required to also perform Department of Transportation (DOT) and Public Safety Dive Team hyperbaric examinations.

3.2.1.1. Responsibilities:

- Work with Phoenix Fire Department management to supervise contracted clinical staff working at the Health & Wellness Center.
- Serve as medical staff liaison between Phoenix Fire Department Health & Wellness Center and Contractor's management team.
- Perform physical exams with an evaluation of testing: Visual, audiometric, pulmonary function, body composition, blood and urine lab assessment, and stress treadmill to assess fitness for duty for firefighters in accordance with NFPA 1582.
- Evaluate and treat work-related injuries of firefighters, prescribe and monitor treatment including physical therapy, and referrals to medical specialists.
- Perform pre-placement physical exams for firefighter applicants in accordance with NFPA 1582.
- Ensure OSHA guidelines are being met regarding the Health & Wellness Center's hearing conservation program.
- Perform consultations for firefighters with infectious exposures to HIV, hepatitis C and B, tuberculosis, and all other infectious exposures.
- Interface with firefighters and their primary care physicians and emergency medical departments to assure proper healthcare.
- Develop, update and revise procedures regarding medical monitoring, fitness maintenance, stress management and the Phoenix Fire Department Tier Program.
- Participate in research projects in firefighter health and fitness.
- Prepare and present educational materials at conferences relating to firefighter wellness.
- Participate on a National level with the IAFF, IAFC and other similar organizations in the research, development and



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implementation of ideas and process designed to increase firefighter health, fitness and overall wellness. An example of one such program is the Wellness Fitness Initiative supported by IAFF and IAFC.

- Identify trends in firefighter health and injuries to establish improved injury and illness reduction programs through coordination with the Director of Rehab Services and the Phoenix Fire Safety section. Use the internal tracking mechanisms of the Health & Wellness Center to support findings and aid in the development of these programs.
- Research and develop better strategies for the early detection and recommended subsequent treatment of illnesses that manifest themselves more prominently in the firefighter population, specifically cancer and diabetes.
- Interface with institutions of higher learning to seek opportunities for participation in Health & Wellness studies to improve detection, treatment and rehabilitation of firefighter injuries and illness.
- Explore opportunities for the expansion of the clinic's services to include nutrition and fitness counseling, injury prevention and other Health & Wellness Coordinator's programs into the continuum of care offered by the Health & Wellness Center.
- May be required to assist with pre-deployment medical exams for Federal Emergency Management Agency/Urban Search & Rescue (FEMA/US&R) Team, AZ-TF1 at the time of active deployment and participate in mobilization drills scheduled by the Phoenix Fire Department's Special Operations section.
- Ensures that at least one (1) clinician is responsible for managing the clinician staffing schedule to ensure staffing levels do not fall below minimum staffing requirements. Minimum staffing requirement is determined by the Health & Wellness Center's management team.
- Other duties as necessary per clinic needs.

3.2.1.2. Minimum Qualifications:

- Must be a licensed M.D. or D.O. in the state of Arizona and established D.E.A.
- Possess a valid ACLS certification.
- Two (2) years of experience preferred.
- DOT and Hyperbaric certifications preferred.



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- Working knowledge of and experience with the International Association of Firefighters/International Association of Fire Chiefs (IAFF/IAFC) Wellness Fitness Initiative, NFPA 1582 and OSHA 1910 relating to firefighters is preferred.

3.2.2. Medical Doctor/Physician – Full-time (40hr/week):

Performs baseline physicals, evaluates, treats, and follows up on industrial injuries, infectious and hazardous material exposures. Implements and supports an ongoing wellness program for fire department personnel and may be required to also perform Department of Transportation (DOT) and Public Safety Dive Team hyperbaric examinations.

3.2.2.1. Responsibilities:

- Perform physical exams with an evaluation of testing: Visual, audiometric, pulmonary function, body composition, blood and urine lab assessment, and stress treadmill to assess fitness for duty for firefighters in accordance with NFPA 1582.
- Evaluate and treat work-related injuries of firefighters, prescribe and monitor treatment including physical therapy, and refer to medical specialist.
- Perform pre-placement physicals for firefighter applicants in accordance with NFPA 1582.
- Perform consultations for firefighters with infectious exposure to HIV, Hepatitis C and B, tuberculosis, and others. Interface with firefighters and their primary care physicians to assure proper healthcare.
- Develop, update and revise procedures at the Fire Department Health & Wellness Center regarding medical monitoring, fitness maintenance, and stress management.
- Participate in research projects in firefighter health and wellness as requested.
- Interface with firefighters and their primary care physicians and emergency medical departments to assure proper healthcare.
- Prepare and present educational materials to firefighters at annual firefighter conferences as requested.
- May be required to assist with pre-deployment medical exams for FEMA/US&R Team, AZ-TF1 at the time of active deployment and participate in mobilization drills scheduled by the Phoenix Fire Department's Special Operations section.



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- Assist with other duties as assigned by Medical Director.

3.2.2.2. Minimum Qualifications:

- Must be a licensed M.D. or D.O. in the state of Arizona and established D.E.A.
- Possess a valid ACLS certification.
- Two (2) years of experience preferred
- DOT and Hyperbaric certifications preferred.
- Working knowledge of and experience with the IAFF/IAFC Wellness Fitness Initiative, NFPA 1582 and OSHA 1910 relating to firefighters is preferred.

3.2.3. Physician’s Assistant (PA-C)/Nurse Practitioner (NP) – Full-time (40hr/week):

3.2.3.1. Responsibilities:

- Performing physical examinations, which shall include laboratory interpretations, body composition analysis, pulmonary function, vision, and hearing testing, interpretations of 12-lead EKG's and treadmill stress test.
- Examination of firefighters with job-related injuries.
- Order and perform diagnostic and therapeutic procedures.
- Formulate diagnostic recommendations, develop, and implement treatment plans, monitor effectiveness of therapeutic interventions, prescribe appropriate medications, make appropriate referrals.
- Develop, manage, track, and report the outcomes of research projects in firefighter medicine.
- Prepare and present educational material to firefighters.
- Interface with firefighters and their primary care physicians and emergency medical departments to assure proper healthcare.
- Support/develop wellness programs to reduce injuries and illness within the firefighting community.
- Other duties as assigned per clinic needs.

3.2.3.2. Minimum Qualifications:

- Physician Assistants must be nationally certified through the NCCPA.
- Nurse Practitioners must hold a current Registered Nurse license and APRN license.
- Hold a current license in the State of Arizona and established D.E.A.



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- Must be ACLS certified.
- Two (2) years of experience preferred
- Working knowledge of and experience with the IAFF/IAFC Wellness Fitness Initiative, NFPA 1582 and OSHA 1910 relating to firefighters and Department of Transportation certification is preferred.

3.2.4. Behavioral Health Specialist Physician/Ph.D – Part-time (20hr/week):

3.2.4.1. Responsibilities:

- Aid and coordinate psychological services to all Fire Department sworn members.
- Standby and callout responsibilities as needed.
- Instructor for fire academy to educate new members on our purpose.
- Responsible for any projects or research deemed necessary.

3.2.4.2. Minimum Qualifications:

- Two (2) years of experience in behavioral health.
- Minimum qualifications or licenses to practice their specialty.

3.2.5. Clinic Manager – Full-time (40hr/week):

3.2.5.1. Responsibilities:

- Acts as the liaison between the contracted clinical staff and the Health & Wellness Center Deputy Chief.
- Demonstrates effective communication skills, problem solving; and conflict resolution by keeping the appropriate people informed.
- Supervise daily activities and direct reports which include, but are not limited to; Registered Nurses, Radiology Technicians, and administrative support staff to ensure smooth workflow and operations of the clinic. Coordinate team activities and the staff workload ratios to accomplish the most effective use of resources.
- Participates in:
 - Staff Selection and Orientation
 - Staff development and education
 - Performance Management
 - Performs coaching, counseling & performance management. Requires the ability to be able to negotiate conflict.



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- Supports change and participates in the development, interpretation, implementation, and evaluation of the Phoenix Fire Department Health & Wellness Center programs.
- Ensures the clinic is properly staffed including communication with the Medical Director or clinician designee for clinician staffing.
- Co-manages the Fire Department Health & Wellness Center's Alternate Assignment Program with Deputy Chief as assigned.
- Responsible for monitoring fire department members placed into an Alternate Assignment based on rank, title, and work restrictions.
- Co-manage and support the Phoenix Fire Dept. Physical Therapy with Deputy Chief and Director of Rehab Services.
- Maintains relationship with Phoenix Fire Personnel, City of Phoenix Safety Department, and Labor/Management.
- Coordinates and participates in special projects as assigned.
- Overall management of the clinic, which may include, but is not limited to billing, specialized processes, financial, payroll, contract management, credentialing, licensing, accounts payable, human resources, supply ordering, HIPAA, OSHA, and all State and Federal Compliance.
- Actively participates as part of the Health & Wellness Center's management team.
- Other duties as assigned per clinic needs.

3.2.5.2. Minimum Qualifications:

- Requires a proficiency level typically achieved in 3-5 years in office management and/or employee supervision, preferably in a healthcare setting.
- Experience working with Electronic Health Records.
- Advanced administrative support experience using computers, word processing, spreadsheet, and database software required.
- Ability to manage and multitask simultaneously with minimal supervision and to work independently.
- Excellent organizational skills, human relations, and communication skills required.
- May require the ability to manage contract development and review process.



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3.2.6. Registered Nurse – Full-time (40hr/week):

3.2.6.1. Responsibilities:

- Assist with the preparation of charts and the flow of patients.
- Perform back-office evaluations, vision, pulmonary function, hearing, and body composition.
- Perform phlebotomy and administer medications as needed.
- May be required to assist with resting 12-Lead EKG's and stress tests.
- Enters back-office evaluations into Electronic Medical Records system.
- Assist physicians with data collection for studies.
- Assist physicians with treatment of medical and industrial patients.
- Assist with maintenance and stocking of medications and medical supply inventory.
- May be required to assist with maintaining paperwork related to AZ-TF1 FEMA/US&R Team physicals.
- Assist with scheduling additional resources for daily clinical operations as needed.
- May be required to assist the Lead Physician or acting Lead Physician, with pre-deployment medical exams for FEMA/US&R Team, AZ-TF1 at the time of active deployment and participate in mobilization drills scheduled by the Phoenix Fire Department's Special Operations section.
- May be required to assist with monitoring of Phoenix Fire Department's Tiered Medical Program assuring consistency in follow up appointments and that required notes and documentation is provided to clinicians for patient care.
- Other duties as assigned per clinic needs.

3.2.6.2. Minimum Qualifications:

- Registered Nurse in the state of Arizona.
- Two (2) years of experience preferred
- Must be ACLS certified
- Preferred knowledge and experience in stress treadmill testing.
- Experience with immunization administration and follow-up series management.
- Working knowledge of and experience with the IAFF/IAFC Wellness Fitness Initiative, NFPA 1582 and OSHA 1910 relating to firefighters is preferred.



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3.2.7. Case Management Coordinator– Full-time (40hr/week):

3.2.7.1. Responsibilities:

- Assists patients with new injury electronic packet completion.
- Obtains authorization for referrals for M.R.I's, physical therapy, and specialists.
- Acts as liaison between patient and worker's compensation carrier.
- Must be able to use various personal computer software programs including, but not limited to, electronic medical records system, word processing, spreadsheets, etc.
- Other duties as assigned per clinic needs.

3.2.7.2. Minimum Qualifications:

- Advanced computer skills.
- Must be detail oriented with ability to perform data entry and create reports.
- Excellent organizational and communication skills, written and verbal.

3.2.8. Medical Records Specialist – Full-time (40hr/week):

3.2.8.1. Responsibilities:

- Maintains all medical records, including organization of the chart, maintenance, and condition.
- Creates new patient charts assuring that accurate labeling, applicable forms, and paperwork is completed prior to patient visit.
- File and/or scans all patient documents into corresponding medical charts and/or electronic record.
- Pulls files for patients that have not been seen at the Health & Wellness Center for two (2) years or more and places them in the "inactive" section of the file room.
- Pulls and prepares files per City of Phoenix records retention process.
- Responsible for fulfilling all medical records requests.
- Prepares all charts for upcoming patient visits.
- Provides clerical support to include, composing correspondence, making copies, sending faxes, answering incoming calls, etc.
- Other duties as assigned per clinic needs.



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3.2.8.2. Minimum Qualifications:

- Must be able to use various personal computer software programs including, but not limited to, electronic medical records system, word processing, spreadsheets, etc.
- Must have excellent organization skills and be detail oriented.

3.2.9. Scheduling Coordinator- Full-time (40hr/week):

3.2.9.1. Responsibilities:

- Responsible for the scheduling of all physical exam appointments for Phoenix Fire Department members, outlying fire departments that have entered into an Intergovernmental Agreement with the Phoenix Fire Department Health & Wellness Center, retired Phoenix Firefighters, all pre-hire Firefighter Recruits, and Phoenix Police Department specialty unit members.
- Tracks annual physical compliancy.
- Provides secretarial and clerical support to include, composing correspondence, making copies, sending faxes, scanning documents, etc.
- Inputs and maintains data in computer system, using discretion when data is confidential. May use various personal computer software programs including, but not limited to, electronic medical records system, word processing, spreadsheets, etc. May be required to produce reports for related studies, management, or clinical staff.
- Coordinate patient appointment and physician schedules, maintains physician blocked times.
- Performs check-in processes, including but not limited to, performing data entry activities, providing patient with appropriate information and documentation needed for appointment.
- Required to track reschedules and past due appointments as well as compile data and prepare statistical reports for management.
- Document's correspondence in the patient medical record and updates demographic information into the Electronic Health Record.
- Acts as receptionist to include, greeting and directing visitors/patients, answering incoming calls, which include screening calls, taking messages and providing information to patients, providers, as well as external customers.



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- Assists with medical records requests and worker's comp injury processes as needed
- Other duties as assigned per clinic needs.

3.2.9.2. Minimum Qualifications:

- Ability to develop spreadsheets and reports.
- Detail oriented with the capability to work under stressful conditions and meet deadlines.
- Must be able to exercise independent judgment and discretion.
- Highly developed interpersonal skills.
- Ability to prioritize and handle a variety of tasks simultaneously, with frequent interruptions.
- Demonstrate proactive interpersonal communication skills through email, telephone calls, and in person conversation.

3.2.10. Certified Radiology Technician (CRT) – Full-time (40hr/week):

3.2.10.1. Responsibilities:

- Independently performs prescribed radiographic procedures and analysis for annual physicals, and industrial injuries.
- Accountable for the ethical, legal, and professional responsibilities related to radiology practice. This includes maintaining confidentiality of all work information.
- Monitors and maintains an adequate inventory of supplies and material to ensure non-interruption of services.
- Prepares and maintains accurate documentation.
- Responsible for the maintenance of all X-ray records
- Acknowledge and welcome members. Document's chief complaint and symptoms, perform vital signs, height, weight, visual screen, audiometry, spirometry, and measuring body fat percentage. Reports any changes of condition to RN or clinician.
- Restock and turn over exam rooms, assists the patient as well as informs the patient of exam procedures and ensures that safety and comfort measures are taken.
- Obtains and organizes the patient's medical record prior to the patient's appointment.
- Assists in monitoring daily schedules and facilitates smooth patient flow.
- Answer's telephone calls and provides needed information or takes messages as necessary.
- Draws blood for testing by laboratory.



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- Administer immunizations as required.
- Assists with maintaining a clean, functional environment through regular cleaning of equipment, sterilizing medical instruments, cleaning exam rooms and storage area; notifies staff member regarding ordering supplies and assists with stocking supplies; assists with restocking exam rooms; perform basic maintenance; notifies support staff regarding any necessary repairs.
- Follows manufacturer’s recommendations and OSHA guidelines in handling of hazardous substances.
- Assumes responsibility for the proper collection of specimens, related paperwork, and delivery of specimens to the appropriate place.
- Assists physician with physical exam acting as a third party in attendance.
- Assists with special procedures as necessary.
- Other duties as assigned per clinic needs.

3.2.10.2. Minimum Qualifications:

- CRT must be Board Certified in the state of Arizona.
- Possess a certificate or diploma from an approved/accredited school or Radiology program.
- Two (2) years of experience preferred.

3.2.11. Director of Rehabilitation Services – Full-time (40hr/week):

3.2.11.1. Responsibilities:

- Will assist in the implementation of strength, conditioning, fitness, injury prevention and treatment, as part of the overall wellness for the Phoenix Fire Department. The department has over 1800 members and 70 plus locations.
- Supervise the Physical Therapy Clinic of the Phoenix Fire Department Health & Wellness Center including physical therapists, physical therapy technicians, and athletic trainers.
- Perform physical examination followed by development and implementation of a plan of care with full-service treatment for work-related injuries of firefighters.
- Interface and collaborate with the Phoenix Fire Department Health & Wellness Center medical team and referring physicians regarding injured firefighters overall plan of care, reassessments, and work status/goals.



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- Interface with Phoenix Fire Department Pre-Academy and Academy Recruit Training Officers regarding fitness and conditioning.
- Interface with Peer Fitness Trainers regarding fitness training, nutritional counseling, continuing education, and injury prevention.
- Prepare and present educational materials to firefighters on current health trends in strength training, fitness, conditioning, flexibility, nutrition and treatment techniques.
- Participate in data collection and analysis of injuries to reduce prevalence and severity of injury within the fire service and present relevant information to the fire community.
- Utilize Health & Wellness Center data to identify trends and develop injury prevention strategies.
- Provide analysis of fitness equipment (both strength and cardiovascular) for design, safety, efficacy, and cost effectiveness for use at stations for physical training.
- Other duties as assigned per clinic needs.

3.2.11.2. Minimum Qualifications:

- Director must be a licensed Physical Therapist in the State of Arizona.
- Two (2) years minimum experience as a physical therapist in outpatient/sports injury assessment preferred.

3.2.12. Athletic Trainer – Full-time (40hr/week):

3.2.12.1. Responsibilities:

- Reports to the Director of Rehab Services.
- Provide advance clinical support under the direction of the Director of Rehab Services.
- Collaborates with Director of Rehab Services on specific skilled interventions including modalities.
- Must be able to evaluate patients' functional ability.
- Working knowledge of exercise, assessment, and modification of specific job-related duties to minimize injuries.
- Clearly understand the goals of their patient so that therapeutic exercise programs can be developed and progressed accordingly.
- Provide administrative support including patient intake forms, scheduling, supply orders, communication with referral



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sources, Health & Wellness Center staff, outside vendors, and case managers.

- Other duties as assigned per clinic needs.

3.2.12.2. Minimum Qualifications:

- Athletic Trainer must have a Bachelors' Degree.
- Current National Athletic Trainers Association Certification.
- Ability to work collaboratively with clinicians and other healthcare providers.
- Must have strong interpersonal communications and human relations skills.

3.2.13. Rehabilitation Technician – Full-time (40hr/week):

3.2.13.1. Responsibilities:

All duties performed by the technician will be specifically determined while under direct supervision of Director of Rehab Services, Athletic Trainer, or Physical Therapist. Duties may include the following:

- Administration of therapeutic modalities under direct supervision of Director of Rehab Services.
- Exercise instruction and patient monitoring for technique and progression as prescribed by supervising therapist.
- Responsible for communicating all patient subjective reporting, any change in patient's condition or response to prescribed treatment. Technician will not change any treatment without first communicating with supervising therapist.
- Responsible for completing cleaning and maintenance logs.
- Responsible for completing supply orders and monitoring supply usage.
- Responsible for daily upkeep, disinfection, and cleanliness of treatment areas
- Will maintain professional appearance.
- Will demonstrate knowledge of emergency procedures, and bio-hazard handling/disposal.
- Will perform office duties including, however not limited to, scheduling, data collection, monitoring the telephone, performing clinic marketing both internal and external.
- Must have an enthusiastic and positive attitude.
- Frequent lifting, bending, squatting, pushing, pulling, and gripping objects weighing up to 50 pounds is required to perform job duties.



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- Other duties as assigned per clinic needs.

3.2.13.2. Minimum Qualifications:

- Must have high school diploma or equivalent.
- Bachelors' Degree in health-related field is preferred.
- Must be able to use various personal computer software programs including, but not limited to, electronic medical records system, word processing, spreadsheets, etc.
- Must have excellent organization skills and be detail oriented.
- Must be patient focused and take direction well.

3.2.14. Physical Therapist – Full-time (40hr/week):

3.2.14.1. Responsibilities:

- Reports to the Director of Rehab Services.
- Responsible for the evaluation, planning, administration and supervision of Physical Therapy treatment in accordance with physician referral, state and national organizational standards, regulatory agencies and established departmental policies and procedures.
- Demonstrates clinical competence and knowledge necessary to provide treatment to the population served.
- Evaluates patient's functional abilities and limitations.
- Implements individualized treatment plan with consideration to the patient's physical, social, spiritual, cultural, educational, and age specific needs.
- Documents legibly. Completes documentation within the established time frames of the department.
- Communicates pertinent patient information to ensure the best possible follow through of care.
- Exhibits adaptability in assignments as it relates to caseload, scheduling, and staffing shifts.
- Positive and professional attitude towards patients and staff at all times.
- Other duties as assigned per clinic needs.

3.2.14.2. Minimum Qualifications:

- Must possess a current Physical Therapy license in the state of Arizona.
- Must have graduated from an APTA accredited school of Physical Therapy, or equivalent.
- Must carry professional malpractice insurance.



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- BLS CPR current.

3.1.15. Board Certified and Licensed Cardiologist Part-time (8hr/week):

3.1.15.1. Responsibilities:

Provide on-site review and consultation at the Phoenix Fire Department Health & Wellness Center (PFDHWC). Cardiology review and consultation to include EKG over-read and exercise stress treadmill printed results, in addition to cardiology follow-up and recommendations to PFDHWC clinicians/providers.

- Perform cardiology review and consultation of EKG over-read and exercise treadmill printed results.
- Perform cardiology follow-up and recommendations to PFDHWC clinicians/providers.
- Provide periodic education to PFDHWC clinicians/providers on cardiology trends and practices.
- Be available via cell phone, email and fax in addition to the stated on-site presence for ancillary cardiac consultation and recommendations.

3.1.15.2. Minimum Qualifications:

- Must be a license Cardiologist in the state of Arizona.
- Possess valid board certification in cardiology.
- Must have a minimum of five years of aggregate experience.
- Working knowledge of and experience with the IAFF/IAFC Wellness Fitness Initiative, NFPA 1582 and OSHA 1910 relating to firefighters is preferred.

4. PER-DIEM SITUATIONS:

During medical staffing shortages due to peak vacation times, continuing education events, long term sick leave occurrences, etc., the Phoenix Fire Department Health & Wellness Center may require the availability to backfill staffing positions on a per-diem (as needed) basis. Staffing at the Health & Wellness Center would be by mutual consent of the vendor and the City of Phoenix Fire Department. In addition, per-diem clinicians will be utilized for specialty consultations such as skin cancer screenings, cardiology EKG over-reads, and X-Ray over-reads. We estimate an annual average of 150 hours per month for these situations.

5. STAFFING TERMS:

Staffing at the Health & Wellness Center would be by mutual consent of the vendor and the City of Phoenix Fire Department. Contractor shall provide a designated contact person for the Health & Wellness Center Deputy Chief to correspond with regarding contract considerations, questions, and amendments. Contractor's

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designee shall also be available to meet with Health & Wellness Center Deputy Chief for regularly scheduled and/or impromptu meetings as needed.

6. TRAUMA AND TOXICOLOGY:

Affiliation with a Level 1 Trauma Facility in the Phoenix metropolitan area with access to toxicology referral within 1-hour of fire department request is preferred.

7. AFTER HOURS OCCUPATIONAL HEALTH CARE:

Occupational Health Care Clinic available for after hour and weekend occupational injury, treatment, and care of fire department members in the Phoenix metropolitan area is preferred.

8. FIREFIGHTER EXPOSURES:

The Phoenix Fire Department’s Infection Control Officer or designee shall have access to PEP Line services. If the PEP Line is utilized for a firefighter exposure incident, all PEP line usage charges shall be billed to the Phoenix Fire Department Health & Wellness Center as part of the contractor’s monthly invoice, to include but not limited to:

- PEP Provider Phone Triage
- PEP RN Phone Triage
- PEP Source HIV Testing
- PEP Rapid HIV Testing
- PEP Source Hep B Surface Antigen Testing
- PEP HEPC RNA Testing

9. NOTIFICATION OF EXPOSURE – RYAN WHITE HIV/AIDS TREATMENT EXTENSION ACT OF 2009:

In accordance with the Ryan White HIV/AIDS Treatment Extension Act of 2009, NOTIFICATION of EXPOSURE: if a medical facility makes a determination under paragraph (1) that the emergency response employee involved has been exposed to an infectious disease, the medical facility shall, in writing, notify the designated officer who submitted the request under subsection (c) of the determination.

<https://www.cdc.gov/niosh/topics/ryanwhite/pdfs/RyanWhiteActof2009.pdf>

The Contractor shall acknowledge the Health & Wellness Center’s Infection Control Officer or designee who submitted request as the “designated officer” for these notifications.

10. CONTRACT MONITORING:

The City of Phoenix Fire Department Health & Wellness Center Administrator, 150 S. 12th St., Phoenix, AZ 85034, will monitor the resultant contract performance.



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11. BUSINESS TRAVEL:

The Contractor shall cover business travel expenses to allow the attendance of the Health & Wellness Center's Medical Director at NFPA meetings related to firefighter health and safety. The Health & Wellness Center Section Deputy Chief must approve all travel. Travel must be related to the current job functions and shall not exceed \$5,000.00 per fiscal year.

12. CONTINUING MEDICAL EDUCATION AND LICENSE RENEWAL:

For CME and License Renewal requests, the Phoenix Fire Department shall be the approving authority for CME requests internally through our office based on the guidelines below. Reimbursement requests will be submitted to the contractor for payment once all reimbursement documentation is provided by the attending clinician, i.e., original receipts, proof of attendance, and written approval confirmation. Reimbursement forms shall be provided by the contractor so that all pertinent information is obtained for seamless reimbursement.

Due to Phoenix Fire budget requirements and contract terms, CME and Licensing Renewal requests must be completed annually within the fiscal year, not calendar year, and shall begin and end with the dates identified in the contract term.

The Phoenix Fire Department will cover costs related to C.M.E.'s and License renewal fees up to a designated maximum fiscal year amount (see below). Once the allotted amount provided as part of the C.M.E. and License renewal benefits by the contractor is depleted, overages may be paid with the approval of the Health & Wellness Center's Deputy Chief. No carryover from fiscal year to fiscal year will be approved.

- 12.1. Fulltime Physician's CME/Licensing = \$5,000 total annual maximum covered by Phoenix Fire through contract invoicing.
- 12.2. Fulltime Physician's Assistant and Nurse Practitioner CME/Licensing = \$3,500 total annual maximum covered by Phoenix Fire through contract invoicing.
- 12.3. Fulltime Director of Rehabilitation CME/Licensing = \$2,000 total annual maximum covered by Phoenix Fire through Contract invoicing
- 12.4. Fulltime Physical Therapist CME/Licensing = \$2,000 total annual maximum covered by Phoenix Fire through contract invoicing.
- 12.5. Fulltime Athletic Trainer = \$200.00 bi-annually for re-certification expenses.

13. STAFF CONTINUING EDUCATION AND CERTIFICATIONS:

Certifications or continuing education courses required by the Phoenix Fire Department Health & Wellness Center as part of the contracted staff job requirements will be paid by the contractor. The contractor will then invoice the

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Phoenix Fire Department Health & Wellness Center for reimbursement of these charges within the corresponding monthly invoice submittal.

14. NEW HIRE CANDIDATES:

Travel reimbursement is available upon approval of Health & Wellness Center Deputy Chief for travel expenses incurred during interview process. Approved travel reimbursement will be billed on contractor’s monthly invoice.

15. SCHEDULE:

The Health & Wellness Center is closed in observance of the following holiday’s designated by the City of Phoenix:

- New Year’s Day
- Martin Luther King Jr. Day
- President’s Day
- Cesar Chavez Birthday (3/31)
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day & Following Day
- Christmas Eve (4hr Holiday)
- Christmas Day

Holidays that are not paid as part of the staff benefits through the contractor, shall be covered by the Phoenix Fire Department, and included in staff hours for the monthly invoice.

16. POST AWARD CONFERENCE:

A post-award conference will be held by the Procurement Officer or project manager prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.

17. MEDICAL EQUIPMENT REPLACEMENT SUPPORT/MAINTENANCE:

If needed, the Health & Wellness Center may require the Contractor to assist with medical equipment maintenance support at the Contractor’s base price. This includes equipment calibrations, preventative maintenance, and repairs, when applicable. The contractor will then invoice the Phoenix Fire Department Health & Wellness Center for reimbursement of these charges within the corresponding monthly invoice submittal.



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18. LOCATION:

The professional staff will assemble, and services will take place at the Phoenix Fire Department Health & Wellness Center located at 150 S. 12th St., Phoenix, AZ 85034.

19. DURATION:

The selected contracted vendor will be expected to begin providing service on or about July 1, 2023 and the contract period will be for five (5) years.

20. METHOD OF INVOICING:

Invoices must include the following:

20.1. City contract agreement number

20.2. Invoice number and date

20.3. Vendor/Supplier Number issued by the City of Phoenix

20.4. Description of services in a detailed cover sheet listing all charges separately that make-up the total invoiced amount.

20.4.1. Attachments to the invoice cover sheet will be provided as supporting documentation to the charges on the cover sheet. For example: running report of invoiced amounts for each month to include salaries, benefits, mal-practice insurance, staff development training and travel, contracted physicians (professional fees) and administration. Also include a variance report, and monthly payroll employee distribution summary.

20.5. Applicable tax and fees, itemized separately.

All charges noted on invoice must be in alignment with itemized budget.



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EXHIBIT B – FEE SCHEDULE

1. PRICE:

All prices submitted shall be firm and fixed for the initial two (2) year(s) of the contract. Thereafter, price increases will be considered annually provided the adjustments are submitted in writing with 30 days' notice to the Procurement Officer. Price increase requests shall be accompanied with written documentation to support the increase, such as a letter from the manufacturer, published price index, applicable change in law, etc. Price decrease requests do not require supporting documentation and are allowed at any time during the contract term.

The City will be the sole judge in determining the allowable increase amount. Price increases agreed to by any staff other than the Fire Chief are invalid. The Contractor acknowledges and agrees to repay all monies paid because of a requested price increase unless the increase was specifically approved, in writing, by the Fire Chief.

2. FEE SCHEDULE:

In accordance with the Scope of Work for this RFP, Offeror shall include pricing for the provision of Medical/Occupational Health Staffing services to the Phoenix Fire Department. Offeror's prices stated below must include all necessary costs including, but not limited to, hourly labor rate, materials, overhead, administrative charges, profit, insurance, estimated travel expenses, integration of archived data, and any other applicable expenses that Offeror believes will be necessary for Offeror to successfully fulfill the Scope of Work.

3. TOTAL CONTRACT AMOUNT:

Medical Occupational Health Staffing Services (five-year contract period)

\$ _____

(total cost should be reflected in the itemized budget portion of the Tab 3-Pricing Submittal.)

4. SAMPLE ITEMIZED BUDGET:

The following is a sample of an itemized budget only. An itemized budget is required as referenced under Tab 3 – Pricing Submittal. It is up to the Proposer to decide what critical categories of information should be provided in the itemized budget they provide in their submittal.



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SAMPLE BUDGET

Medical/Occupational Health Staffing Services <i>(five-year contract period)</i>	AMOUNT
Medical Doctor/Director	\$
Medical Doctor/Physician	\$
Physician’s Assistant (P.A.-C) / Nurse Practitioner (NP)	\$
Behavioral Health Specialist Physician/Ph.D	\$
Clinic Manager	\$
Registered Nurse	\$
Case Management Coordinator	\$
Medical Records Specialist	\$
Scheduling Coordinator	\$
Certified Radiology Technician (CRT)	\$
Director of Rehabilitation Services	\$
Athletic Trainer	\$
Rehabilitation Technician	\$
Physical Therapist	\$
Board Certified and Licensed Cardiologist	\$
Per Diem Situations	\$
PEP Line services	\$
Business Travel	\$
CME/License Renewal	\$
Integration of Archived data	\$
New Hire Candidates – Travel Reimbursements	\$
Medical equipment maintenance support	\$
TOTAL	\$ _____



SECTION II - AGREEMENT

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EXHIBIT C – INDEMNIFICATION & INSURANCE REQUIREMENTS

1. DEFENSE AND INDEMNIFICATION CLAUSE:

Consultant (“Indemnitor”) must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors (“Indemnitor’s Agents”) arising out of or in connection with this Contract. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses or other amount arising out of or recovered under any state’s Workers’ Compensation Law or arising out of the failure of Indemnitor or Indemnitor’s Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor’s duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely as a result of Indemnitee’s own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Indemnitor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to any work performed by Indemnitor or Indemnitor’s Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

2. CONTRACTOR’S INSURANCE:

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subcontractors. Contractor and subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Contract.

The City in no way warrants that the limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor may purchase additional insurance as they determine necessary.



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2.1. SCOPE AND LIMITS OF INSURANCE: Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a “following form” basis, and (2) all terms under each line of coverage below are met.

2.1.1. Commercial General Liability – Occurrence Form

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

- The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to this Contract.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

2.1.2. Worker’s Compensation and Employers’ Liability

Workers’ Compensation Statutory	
Employers’ Liability:	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- Policy must contain a waiver of subrogation against the City of Phoenix.
- This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. §23-902(E), AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

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2.1.3. Professional Liability (Errors and Omissions Liability/Malpractice)

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

- The policy must cover liability arising from the failure to meet the professional standards required or expected in the delivery of those services as defined in the Scope of Services of this Contract.

Consultant warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended reporting period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

2.1.4. Technology Errors and Omissions Liability

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

- The policy must cover errors and omissions or negligent acts in the delivery of products, services, and/or licensed programs for those services as defined in the Scope of Services of this Contract.
- Contractor warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended reporting period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

2.1.5. Network Security and Privacy Liability (required if Contractor has access to personal or confidential data.)

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

- Policy must cover (1) third party claims and losses with respect to network risk and invasion of privacy (2) crisis management and third-party identity theft response costs and (3) cyber extortion
- Contractor warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended reporting period will be

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exercised for a period of two (2) years beginning at the time work under this Contract is completed.

2.2. NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this Contract, the Consultant must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to:

City of Phoenix Fire Department
 Faith Jarrett
 150 S. 12th Street
 Phoenix AZ 85034
faith.jarrett@phoenix.gov

2.3. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an “A.M. Best” rating of not less than A VII. The City in no way warrants that the required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

2.4. VERIFICATION OF COVERAGE: Consultant must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract must be sent directly to:

City of Phoenix Fire Department
 Faith Jarrett
 150 S. 12th Street
 Phoenix AZ 85034
faith.jarrett@phoenix.gov

The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND**



**SECTION II – PROFESSIONAL SERVICES
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CERTIFICATES OF INSURANCE TO THE CITY’S RISK MANAGEMENT DIVISION.

- 2.5. SUBCONTRACTORS:** Contractor’s certificates shall include all subcontractors as additional insureds under its policies OR Contractor shall be responsible for ensuring and verifying that all subcontractors have valid and collectable insurance. At any time throughout the life of the contract, the City of Phoenix reserves the right to require proof from the Contractor that its subcontractors have insurance coverage. All subcontractors providing services included under this Contract’s Scope of Services are subject to the insurance coverages identified above and must include the City of Phoenix as an additional insured. In certain circumstances, the Contractor may, on behalf of its subcontractors, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Contractor assumes liability for all subcontractors with respect to this Contract.
- 2.6. APPROVAL:** Any modification or variation from the insurance coverages and conditions in this Contract must be documented by an executed contract amendment.



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EXHIBIT D - CONSULTANT'S INSURANCE CERTIFICATE

Consultant's Insurance Certificate



EXHIBIT E - SUPPLEMENTAL TERMS AND CONDITIONS

1. NON-ASSIGNABILITY:

This Agreement is in the nature of a personal services agreement and Consultant shall have no power to assign its rights and obligations under this Agreement. OR without the prior written consent of the City. Any attempt to assign without such prior written consent shall be void.

AND:

An essential consideration provided to the City by Consultant to induce the City to enter into the Agreement is Consultant’s representation that the individual(s) performing services shall include Consultant’s principals, _____ and _____. Therefore, should any of the above named individuals sever their relationship with the Consultant, or otherwise be unavailable to carry out Consultant’s duties under this Agreement for an extended period of time, which period shall be determined at the sole discretion of the City, then the City, without notice, may immediately terminate this Agreement for cause.

2. TITLE:

All documents including but not limited to artwork, copy, posters, billboards, photographs, video tapes, audio tapes, systems designs, drawings, estimates, field notes, investigations, software, reports, diagrams, surveys, analyses, studies or any other original works of authorship created by Consultant in the performance of this Agreement are to be and remain “works for hire” under Title 17, United States Code, and the property of the City and all copyright ownership and authorship rights in the work(s) shall belong to the City pursuant to 17 U.S.C. § 201(b). In the event that the work(s) that is/are the subject matter of this Agreement is deemed to not be work for hire, then Consultant hereby assigns to the City all of the right, title and interest for the entire world in and to the work(s) and the copyright therein. Consultant agrees to cooperate and execute additional documents reasonably necessary to conform to its obligations under this paragraph.

All documents, together with all unused materials supplied by the City, are to be delivered to the City upon termination of this Agreement before the final payment is made to Consultant.

3. CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS REQUIREMENT:

3.1. Contractor and Subcontractor Workers Background Screening:

3.1.1. Contractor agrees that all Contractor and subcontractors’ workers (collectively “Contractor’s Worker(s)”) that Contractor furnishes to the City pursuant to this agreement will be subject to background and security checks and screening (collectively “Background Screening”) at Contractor’s sole cost and expense, unless otherwise addressed in the Scope of Work.



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- 3.1.2.** The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.
- 3.1.3.** The background screening provided by Contractor will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening required in this section is necessary to preserve and protect the public health, safety and welfare.
- 3.1.4.** The background screening requirements set forth in this section are the minimum requirements for the agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this agreement or Contractor's failure to comply with this section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers will take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this agreement.
- 3.1.5.** Unless otherwise addressed in the scope of work, the contracting department will review and approve maximum risk background check results provided by the Contractor. Information to verify the results will be returned to the Contractor after the City's review. The City will not keep records related to background checks. The City will only respond with an approve or deny.
- 3.2. Background Screening Level:** Because of the varied types of services performed, the City has established two levels of risk and associated background screening: Standard and Maximum risk. The current risk level and background screening required is **MAXIMUM RISK**.
- 3.3. Maximum Risk Level:** A maximum risk background screening will be performed every five years when the Contract Worker's work assignment will:
- 3.3.1.** work directly with vulnerable adults or children, (under age 18); or
 - 3.3.2.** any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
 - 3.3.3.** unescorted access to:
 - City data centers, money rooms, high-value equipment rooms; or
 - unescorted access to private residences;
 - access to critical infrastructure sites/facilities; or
 - direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.



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3.4. Requirements: The background screening for maximum risk level will include a background check for real identity/legal name, and will include felony and misdemeanor records from any county in the United States, the State of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker’s proposed date of hire. In addition, Maximum screening levels may require additional checks as included herein, depending on the scope of work, and may be amended if the scope of work changes.

3.5. Contractor Certification; City Approval of Maximum Risk Background Screening:

3.5.1. Unless otherwise provided for in the Scope of Work, Contractor will be responsible for:

3.5.1.1. determining whether Contract Worker(s) are disqualified from performing work for the City for maximum risk level background checks; and,

3.5.1.2. submitting pass/fail results to the City for approval; and,

3.5.1.3. for reviewing the results of the background check every three to five years, dependent on scope; and,

3.5.1.4. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,

3.5.1.5. Submitting the list of qualified Contract Workers to the contracting department; and,

3.5.1.6. If, upon review of the background information, the City will advise the Contractor if it believes a Contract Worker should be disqualified. The Contractor will evaluate the Contract Worker and if the Contractor believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Contractor will discuss those circumstances with the contracting department. The contracting department decision on disqualification of a Contract Worker is final.

3.5.2. For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.

3.5.3. By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current.

3.5.4. The City final documented decision will be an “approve” or “deny” for identified Contract Workers.



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- 3.5.5.** The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Contractor, or any contracted agency that assists with review, after the City's completed review.
- 3.5.6.** By executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all such background screening requirements for the maximum risk background screening, and verified legal worker status, as required.
- 3.5.7.** Contract Workers will not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor has received the City's written acceptance of Contract Worker's maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the Contract Workers proposed by Contractor for performing work under this Agreement. A Contract Worker rejected for work at a maximum risk level under this agreement will not be proposed to perform work under other city contracts or engagements without city's prior written approval.
- 3.6. Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts:** Contractor will include the terms of this section for Contract Worker background screening in all contracts and subcontracts for services furnished under this Agreement.
- 3.7. Materiality of Background Screening Requirements; Indemnity:** The background screening requirements are material to City's entry into this agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this Agreement or Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.
- 3.8. Continuing Duty; Audit:** Contractor's obligations and requirements that Contract Workers satisfy this background screening section will continue throughout the entire term of this agreement. Contractor will notify the City immediately of any change to a background screening of a Contract Worker



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previously approved by the City. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's compliance with this section.

3.8.1. For any childcare or health worker positions, or Criminal Justice Information Systems access in the scope of work, Contractor is required to send the City updated background checks every three years.

3.9. Contractor's Default; Liquidated Damages; Reservation of Remedies for Material Breach: If Contractor is required to access any City facilities without an escort, City badging is required. Contractor's default under this section will include, but is not limited to, the following:

3.9.1. Contract Worker gains access to a City facility(s) without the proper badge or key;

3.9.2. Contract Worker uses a badge or key of another to gain access to a City facility;

3.9.3. Contract Worker commences services under this agreement without the proper badge, key or background screening;

3.9.4. Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or

3.9.5. Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this agreement.

3.9.6. Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this section will constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the Contractor will be liable for and pay to the City the sum of \$1,000.00 for each breach by Contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this agreement if Contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages if Contractor breaches this section. The parties further agree that three breaches by Contractor in this section arising out of any default within a consecutive period of three months or three breaches by Contractor in this section arising out of the same default within a period of 12 consecutive months will constitute a material breach of this agreement



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by Contractor and the City expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

3.10. Employee Identification and Access: It is mandatory that Contractor's employees always have badges and some form of verifiable company identification (badge, uniform, employee id or W-2) unless the Department implements a verification procedure, addressed in the scope of work.

3.10.1. Contractor employees are forbidden access to designated restricted areas. Access to each building will be as directed by the authorized Phoenix authorized representative. Contractor employees are not authorized access other than during scheduled hours.

3.10.2. Within twenty days of the notice of recommendation of award, Contractor will supply a list of the names and titles of all service employees requiring access to the buildings. It is the Contractor's responsibility to provide updates and changes of personnel as necessary. Access to the building will be directed by the City's authorized representative. Contract Worker's will sign in at the security desk when arriving to service enter location and sign out when leaving. No access will be granted without the employee's name being on the approved list.

3.10.3. Only authorized Contractor employees are allowed on the premises of the City facilities/buildings. Contractor employees are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contractor employee.

3.12. Key Access Procedures: If the Contractor worker's services require keyed access to enter a City facility(ies), a separate key issue/return form must be completed and submitted by the Contractor for each key issued. The key issue/return form is available and the completed form will be submitted to the badging office at the address above.

3.13. Stolen or Lost Badges or Keys: Contractor must immediately report lost or stolen badges or keys to the City's appropriate badging office. If the badge/key was stolen, Contract Worker's must report the theft to their local police department. Prior to issuance of a new badge or key, a new badge application or key issue form must be completed, submittal of a police department report for stolen badges, and applicable payment of the fee(s) listed herein.

3.14. Return of Badge or Key: All badges and keys are the property of the City and must be returned to the City at the badging office within one business day (excluding weekends and City holidays) of when the Contract Worker's access to a City facility is no longer required to furnish the services under this



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agreement. Contractor will collect a Contract Worker’s badge and key(s) upon the termination of the Contract Worker’s employment; when the Contractor worker’s services are no longer required at a City facility(s); or upon termination, cancellation or expiration of this agreement.

3.15. Badge and Key Fees: The following constitute the badge and key fees under this agreement. The City reserves the right to amend these fees upon a 30-day prior written notice to Contractor.

Replacement Badge Fee:	\$55.00	per badge
Lost/Stolen Badge Fee:	\$55.00	per badge
Replacement Key Fee:	\$55.00	per key
Replacement Locks:	\$55.00	per lock



ADDENDUM – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “BAA”) is made and entered into between the City of Phoenix (“Covered Entity”) and **[INSERT VENDOR]** (“Business Associate”, in accordance with the meaning given to those terms at 45 CFR § 164.501) (each a “Party” and collectively the “Parties”) as part of the Medical Occupational Health Staffing Services Agreement between the Parties and incorporated as if fully stated therein.

BACKGROUND

- I. Covered Entity is either a “covered entity” or “business associate” of a covered entity as each are defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, “HIPAA”) and, as such, is required to comply with HIPAA’s provisions regarding the confidentiality and privacy of Protected Health Information (as defined below);
- II. The Parties have entered into or will enter into Medical Occupational Health Staffing Services Agreement under which Business Associate provides or will provide certain specified services to Covered Entity (collectively, the “Agreement”);
- III. In providing services pursuant to the Agreement, Business Associate will have access to Protected Health Information;
- IV. By providing the services pursuant to the Agreement, Business Associate will become a “business associate” of the Covered Entity as such term is defined under HIPAA;
- V. Both Parties are committed to complying with all federal and state laws governing the confidentiality and privacy of health information, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Part 160 and 164, Subparts A and E (collectively, the “Privacy Rule”); and
- VI. Both Parties intend to protect the privacy and provide for the security of Protected Health Information disclosed to Business Associate pursuant to the terms of this Agreement, HIPAA, and other applicable laws.



AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and the continued provision of PHI by Covered Entity to Business Associate under the Agreement in reliance on this BAA, the Parties agree as follows:

1. **Definitions.** For purposes of this BAA, the Parties give the following meaning to each of the terms in this Section 1 below. Any capitalized term used in this BAA, but not otherwise defined, has the meaning given to that term in the Privacy Rule or relevant law.
 - a. “Affiliate” means a subsidiary or affiliate of Covered Entity that is, or has been, considered a covered entity, as defined by HIPAA.
 - b. “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule, which comprises the security or privacy of the PHI, as defined in 45 CFR § 164.402.
 - c. “Breach Notification Rule” means the portion of HIPAA set forth in Subpart D of 45 CFR Part 164.
 - d. “Data Aggregation” means, with respect to PHI created or received by Business Associate in its capacity as the “business associate” under HIPAA of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of one or more other “covered entities” under HIPAA, to permit data analyses that relate to the Health Care Operations (defined below) of the respective covered entities. The meaning of “data aggregation” in this BAA shall be consistent with the meaning given to that term in the Privacy Rule.
 - e. “Designated Record Set” has the meaning given to such term under the Privacy Rule, including 45 CFR § 164.501.B.
 - f. “De-Identify” means to alter the PHI such that the resulting information meets the requirements described in 45 CFR §§ 164.514(a) and (b).
 - g. “Electronic PHI” means any PHI maintained in or transmitted by electronic media as defined in 45 CFR § 160.103.
 - h. “Health Care Operations” has the meaning given to that term in 45 CFR § 164.501.



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- i. “HHS” means the U.S. Department of Health and Human Services.
- j. “HITECH Act” means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- k. “Individual” has the same meaning given to that term in 45 CFR §§ 164.501 and 160.130 and includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- l. “Privacy Rule” means that portion of HIPAA set forth in 45 CFR Part 160 and Part 164, Subparts A and E.
- m. “Protected Health Information” or “PHI” has the meaning given to the term “protected health information” in 45 CFR §§ 164.501 and 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- n. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- o. “Security Rule” means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 and Part 164, Subparts A and C.
- p. “Unsecured Protected Health Information” or “Unsecured PHI” means any “protected health information” as defined in 45 CFR §§ 164.501 and 160.103 that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the HHS Secretary in the guidance issued pursuant to the HITECH Act and codified at 42 USC § 17932(h).

2. Use and Disclosure of PHI.

- a. Except as otherwise provide in this BAA, Business Associate may use or disclose PHI as reasonably necessary to provide the services described in the Agreement to Covered Entity, and to undertake other activities of Business Associate permitted or required of Business Associate by this BAA, the Agreement, or as otherwise required by law.
- b. Except as otherwise limited by this BAA or federal, state, or local law, Covered Entity authorizes Business Associate to use the PHI in its



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possession for the proper management and administration of Business Associate's business and to carry out its legal responsibilities. Business Associate may disclose PHI for its proper management and administration, provided that (i) the disclosures are required by law; or (ii) Business Associate obtains, in writing, prior to making any disclosure to a third party (a) reasonable assurances from this third party that the PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (b) an agreement from this third party to notify Business Associate immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.

- c. Business Associate will not use or disclosure PHI in a manner other than as provided in this BAA, as permitted under the Privacy Rule, or as required by law. Business Associate will use or disclose PHI, to the extent practicable, as a limited data set or limited to the minimum necessary amount of PHI to carry out the intended purpose of the use or disclosure, in accordance with Section 13405(b) of the HITECH Act (codified at 42 USC § 17935(b)) and any of the Act's implementing regulations adopted by HHS, for each use or disclosure of PHI.
 - d. Upon request, Business Associate will make available to Covered Entity any of Covered Entity's PHI that Business Associate or any of its agents or subcontractors have in their possession.
 - e. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).
3. **Safeguards Against Misuse of PHI.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided by the Agreement or this BAA and Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate agrees to take reasonable steps, including providing adequate training to its employees to ensure compliance with this BAA and to ensure that the actions or omissions of its employees or agents do not cause Business Associate to breach the terms of this BAA.
4. **Reporting Disclosures of PHI and Security Incidents.** Business Associate and will report to Covered Entity in writing any use or disclosure of PHI not provided for by this BAA of which it becomes aware and Business Associate agrees to report to Covered Entity any Security Incident affecting Electronic PHI



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of Covered Entity of which it becomes aware. Business Associate agrees to report any such event within five business days of becoming aware of the event.

5. **Reporting Breaches of Unsecured PHI.** Business Associate will notify Covered Entity in writing promptly upon the discovery of any Breach of Unsecured PHI in accordance with the requirements set forth in 45 CFR § 164.410 but in no case later than 30 calendar days after discovery of a Breach. Business Associate will reimburse Covered Entity for any costs incurred by it in complying with the requirements of Subpart D of 45 CFR § 164 that are imposed on Covered Entity as a result of a Breach committed by Business Associate.
6. **Mitigation of Disclosures of PHI.** Business Associate will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this BAA.
7. **Agreements with Agents or Subcontractors.** Business Associate will ensure that any of its agents or subcontractors that have access to, or to which Business Associate provides, PHI agree in writing to the restrictions and conditions concerning uses and disclosures of PHI contained in this BAA and agree to implement reasonable and appropriate safeguards to protect any Electronic PHI that it creates, receives, maintains, or transmits on behalf of Business Associate or, through the Business Associate, Covered Entity. Business Associate shall notify Covered Entity, or upstream Business Associate, of all subcontracts and agreements related to the Agreement, where the subcontractor or agent receives PHI as described in Section 1(m) of this BAA. Such notification shall occur within thirty (30) calendar days of the execution of the subcontract by placement of such notice on the Business Associate's primary website. Business Associate shall ensure that all subcontracts and agreements provide the same level of privacy and security as this BAA.
8. **Audit Report.** Upon request, Business Associate will provide Covered Entity, or upstream Business Associate, with a copy of its most recent independent HIPAA compliance report (AT-C 315), HITRUST certification, or other mutually agreed upon independent standards based third party audit report. Covered Entity agrees not to re-disclose Business Associate's audit report.
9. **Access to PHI by Individuals.**
 - a. Upon request, Business Associate agrees to furnish Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set in the time and manner designated by Covered Entity to enable Covered Entity to respond to an individual's request for access to PHI under 45 CFR § 164.524.



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- b. In the event any individual or personal representative requests access to the Individual's PHI directly from Business Associate, Business Associate within ten (10) business days, will forward that request to Covered Entity. Any disclosure of, or decision not to disclose, the PHI requested by an individual or a personal representative and compliance with the requirements applicable to an individual's right to obtain access to PHI shall be the sole responsibility of Covered Entity.

10. Amendment of PHI.

- a. Upon request and instruction from Covered Entity, Business Associate will amend PHI or a record about an Individual in a Designated Record Set that is maintained by, or otherwise within the possession of, Business Associate as directed by Covered Entity in accordance with procedures established by 45 CFR § 164.526. Any request by Covered Entity to amend such information will be completed by Business Associate within fifteen (15) business days of Covered Entity's request.
- b. In the event that any Individual requests that Business Associate amend such Individual's PHI or record in a Designated Record Set, Business Associate within ten (10) business days will forward this request to Covered Entity. Any amendment of, or decision not to amend, the PHI or record as requested by an Individual and compliance with the requirements applicable to an Individual's right to request an amendment of PHI will be the sole responsibility of Covered Entity.

11. Accounting of Disclosures.

- a. Business Associate will document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR § 164.528(a). Business Associate also will make available information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 CFR § 164.528. At a minimum, Business Associate will furnish Covered Entity the following with respect to any covered disclosures by Business Associate: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI, and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure which includes the basis for such disclosure.
- b. Business Associate will furnish to Covered Entity information collected in accordance with this Section, within ten (10) business day after written



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request by Covered Entity, to permit Covered Entity to make an accounting of disclosures as required by 45 CFR § 164.528, or in the event that Covered Entity elects to provide an Individual with a list of its business associates, Business Associate will provide an accounting of its disclosures of PHI upon request of the Individual, if and to the extent that such accounting is required under the HITECH Act or under HHS regulations adopted in connection with the HITECH Act.

- c. In the event an Individual delivers the initial request for an accounting directly to Business Associate, Business Associate will within ten (10) business days forward such request to Covered Entity.
- 12. Availability of Books and Records.** Business Associate will make available its internal practices, books, agreements, records, and policies and procedures relating to the use and disclosure of PHI, upon request, to the Secretary of HHS, or other relevant authority, for purposes of determining Covered Entity's and Business Associate's compliance with HIPAA and this BAA.
- 13. Responsibilities of Covered Entity.** With regard to the use and/or disclosure of Protected Health Information by Business Associate, Covered Entity agrees to:
- a. Notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR § 164.520 to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - b. Notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - c. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
 - d. Except for data aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.
- 14. Data Ownership.** Business Associate's data stewardship does not confer data ownership rights on Business Associate with respect to any data shared with it under the Agreement, including any and all forms thereof.



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15. Term and Termination.

- a. This BAA will become effective on the effective date of the Agreement and will continue in effect until all obligations of the Parties have been met under the Agreement and this BAA.
- b. Covered Entity may terminate immediately this BAA, the Agreement, and any other related agreements if Covered Entity makes a determination that Business Associate has breached a material term of this BAA and Business Associate has failed to cure that material breach, to Covered Entity's reasonable satisfaction, within thirty (30) days after written notice from Covered Entity. Covered Entity may report the problem to the Secretary of HHS, or other relevant authority, if termination is not feasible.
- c. If Business Associate determines that Covered Entity has breached a material term of this BAA, then Business Associate will provide Covered Entity with written notice of the existence of the breach and shall provide Covered Entity with thirty (30) days to cure the breach. Covered Entity's failure to cure the breach within the thirty-day period will be grounds for immediate termination of the Agreement and this BAA by Business Associate. Business Associate may report the breach to HHS or other relevant authority.
- d. Upon termination of the Agreement or this BAA for any reason, all PHI maintained by Business Associate will be returned to Covered Entity or destroyed by Business Associate (with permission of Covered Entity). Business Associate will not retain any copies of such information. This provision will apply to PHI in the possession of Business Associate's agents and subcontractors. If return or destruction of the PHI is not feasible, in Business Associate's reasonable judgment, Business Associate will furnish Covered Entity with notification, in writing, of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate will extend the protections of this BAA to such information for as long as Business Associate retains such information and will limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible. The Parties understand that this Section will survive any termination of this BAA.

16. Effect of BAA.

- a. This BAA is a part of and subject to the terms of the Agreement, except to the extent any terms of this BAA conflict with any terms of the Agreement.



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In the event of such a conflict, the terms of this BAA will govern and take precedence.

- b. Except as expressly stated in this BAA or as provided by law, this BAA will not create any rights in favor of a third party.
17. **Regulatory References.** A reference in this BAA to a section in HIPAA means the section as in effect or as amended at the time.

18. **Notices.** All notices, requests, and demands or other communications to be given under this BAA to a Party will be made via first class mail, registered/certified/express courier, or electronic mail to the relevant address below:

- a. If to Covered Entity:

Faith Jarrett
City of Phoenix, Fire Department
150 S. 12th Street
Phoenix, AZ 85034
Telephone: (602) 262-1890

- b. If to Business Associate:

[INSERT VENDOR NOTICE CONTACT INFORMATION, including email address]

19. **Amendments and Waivers.** This BAA may not be modified, nor will any provision be waived or amended, except in writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to subsequent events.

20. **HITECH Act Compliance.** The Parties acknowledge that the HITECH Act includes significant changes to the Privacy Rule and the Security Rule. The privacy subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under HIPAA and these changes may be further clarified in forthcoming regulations and guidance. Each Party agrees to comply with the applicable provisions of the HITECH Act and any HHS regulations issued with respect to the HITECH Act. The Parties also agree to negotiate in good faith to modify this BAA as reasonably necessary to comply with the HITECH Act and its regulations as they become effective, but, in the event that



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the Parties are unable to reach agreement on such a modification, either Party will have the right to terminate this BAA upon thirty (30) days' prior written notice to the other Party.

21. **Approvals.** The Parties expressly acknowledge that signatures by authorized representatives in execution of the Agreement shall signify mutual agreement and understanding of the terms and conditions of this BAA and shall be deemed sufficient in execution and adoption of this BAA, which is fully incorporated into the Agreement as if fully stated therein.



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AFFIDAVIT

The undersigned Consultant hereby submits to the City of Phoenix (City) the enclosed proposal based upon all terms and conditions set forth in the City's Request for Proposals (RFP) and referenced materials. Consultant further specifically agrees hereby to provide services in the manner set forth in the proposal submitted by the Consultant.

The undersigned Consultant acknowledges and states, under penalty of perjury, as follows:

1. The City is relying on Consultant's submitted information and the representation that Consultant has the capability to successfully undertake and complete the responsibilities and obligations submitted in its proposal and in the resulting contract.
2. The City has the right to make any further inquiry it deems appropriate to substantiate or supplement information supplied by Consultant.
3. Consultant has read and fully understands all the provisions and conditions set forth in the RFP documents, upon which its proposal is based.
4. The forms and information requested in the RFP are complete and made part of the proposal. The City is not responsible for any Consultant errors or omissions.
5. This proposal may be withdrawn by requesting such withdrawal in writing at any time prior to the proposal deadline but may not be withdrawn after such date and time.
6. The City reserves the right to reject any and all proposals and to accept the proposal that, in its judgment, will provide the best quality development to the City.
7. This proposal is valid for a minimum of 120 days after the RFP proposal deadline.
8. All costs incurred by Consultant in connection with this proposal shall be borne solely by Consultant. Under no circumstances shall the City be responsible for any costs associated with Consultant's proposal or the RFP process.
9. Consultant has not in any manner, directly or indirectly, conspired with any person or party to unfairly compete or compromise the competitive nature of the RFP process.
10. The contents of this proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.
11. To the best of the Consultant's knowledge, the information provided in its proposal is



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true and correct and neither the undersigned Consultant nor any partner, corporate officer or managing employee have ever been convicted of a felony or a crime involving moral turpitude.

12. COPIES:

Please submit one original, five copies, and one electronic copy (USB flash drive) of the Submittal Section and all other required documentation.

Please submit only the Submittal Section, do not submit a copy of the entire solicitation document. This offer will remain in effect for a period of 180 calendar days from the bid opening date and is irrevocable unless it is in the City's best interest to do so.

13. PROPOSAL SUBMITTAL FORMAT:

The written proposal shall be signed by an individual authorized to bind the Offeror. The proposal shall provide the name, title, address and telephone number of individuals with authority to contractually bind Offeror and who may be contacted between award of contract and the initial contract period. All fees quoted shall be firm and fixed for the full contract period. The written proposal shall be:

13.1. Typewritten for ease of evaluation.

13.2. Submitted in an 8½ x 11-inch loose leaf three-ring binder preferably using double-sided copying and at least 30% post consumer content paper.

13.3. Set forth in the same sequence as this RFP (*i.e.*, Offerors should respond to this RFP in sequence and each response should reference the applicable section of this RFP).

13.4. Signed by an authorized representative of the Offeror.

13.5. Submitted with the name(s), title, address, and telephone number of the individual(s) authorized to negotiate a contract with the City.

All portions of this RFP contain numbered sections. It is required that the responding RFP be organized with the following major sections:

- **Tab 1 – Introduction**
- **Tab 2 – General Requirements**
- **Tab 3 – Scope of Work**
- **Tab 4 – Submittal Section**
- **Tab 5 – Signed Addenda**

14. PROPOSAL SUBMITTAL REQUIREMENTS:

Tab 1 – Introduction

1. A detailed Table of Contents
2. A letter of transmittal signed by a duly authorized officer of the Offeror's company containing, as a minimum, the following information:



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Identification of the Offeror, including name, address, telephone and fax numbers, and e-mail address in addition to the name, title, address, telephone and fax numbers and e-mail address of the Offeror's contact person during the evaluation.

3. A management summary providing an overview of the proposal

Tab 2 – General Requirements

1. All certifications and approvals
2. All general requirements

Tab 3 – Scope of Work

1. Qualifications and Experience
 - Business History
 - Key Personnel
 - Adverse Actions/Potential Impact
 - Government/Corporate Experience
 - Sample Projects
 - Customer References
 - Other Relevant Information
2. Method of Approach
 - Milestone
 - Work Schedule
 - Customer Service – Availability
 - Customer Service – Office Resources
 - Sample Reports
 - Technology
 - Budget Controls
3. Proposal Completeness
4. Pricing
 - Itemized Budget

Tab 4 – Submittal Section

Tab 5 – Signed Addenda

This tab must include **ALL** signed addenda.



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15. COSTS & PAYMENTS:

15.1. PAYMENT TERMS & OPTIONS: Vendors must choose an option, if a box is not checked, the City will default to 0% - net 45 days:

- Contractor offers a prompt payment discount of either _____% - 30 days or 0% – 45 days - to apply after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. If no prompt payment discount is offered, the default is 0%, net 45 days; effective after receipt of invoice or final acceptance of the products, whichever is later. Payment terms offering a discount will not be considered in the price evaluation of your offer.
- Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City’s servicing bank (“Bank”). By checking this box, the vendor accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the vendor will owe the City all costs. The vendor may opt-out of the SUA program once, but then may not rejoin during the same contract term. For more information about the SUA program or to enroll, send email to mailbox.sua@phoenix.gov.

16. REFERENCES:

Consultant shall furnish the names and contact information for 3 clients for whom the Consultant is furnishing or has furnished services similar to those described in this RFP. Do not list City of Phoenix employees or officials as references.

1. Company and Reference Name:

Telephone and email:

2. Company and Reference Name:

Telephone and email:

3. Company and Reference Name:

Telephone and email:



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Signature(s)

Consultant's Contracting Entity (Legal Name¹): _____

¹The successful Consultant must be authorized to transact business in Arizona and be in good standing prior to contract award.

Printed Name of Authorized Representative*: _____

Title: _____

Business Mailing Address: _____

Telephone and Email Address: _____

Signature: _____

**Proposal must be signed by an individual authorized to contractually bind the Consultant.*

Name of Joint Venture Partner (if applicable): _____

Printed Name of Authorized Representative*: _____

Title: _____

Business Mailing Address: _____

Telephone and email Address: _____

Signature: _____

**Proposal must be signed by an individual authorized to contractually bind the joint venture partner.*



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This form must be signed and submitted to the City and all questions must be answered (or N/A) or your Offer may be considered non-responsive.

1. Name of person submitting this disclosure form.

First	MI	Last	Suffix
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2. Contract Information

Solicitation # or Name:

3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the Contract)

4. List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture, or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.

5. List any individuals or entities that will be subcontractors on this contract or indicate N/A.

- Subcontractors may be retained, but not known as of the time of this submission.
- List of subcontracts, including the name of the owner(s) and business name:

6. List any attorney, lobbyist, or consultant retained by any individuals listed in Questions 3, 4, or 5 to assist in the proposal or seeking the resulting contract. If none, indicate N/A.



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7. Disclosure of Conflict of Interest:

A. City Code Section 43-34

Are you aware of any fact(s) with regard to this solicitation or resulting contract that would raise a “conflict of interest” issue under City Code Section 43-34?

“An elected City official or a City employee shall not represent any person or business for compensation before the City regarding any part of a procurement, including any resulting contract, if during the time the elected official is or was in office or the employee is or was employed by the City such elected official or employee played a material or significant role in the development of the solicitation, any other part of the procurement, or the contract award.”

- I am not aware of any conflict(s) of interest under City Code Section 43-34.
- I am aware of the following potential or actual conflict(s) of interest:

B. ARS Sections 38-501 et. Seq. & City Charter Chapter 11

State law and the Phoenix City Charter and Code prohibit public officers or employees, their close relatives, and any businesses they, or their relatives, own from (1) representing before the City any person or business for compensation, (2) doing business with the City by any means other than through a formal procurement, and (3) doing business with the City without disclosing that the person has an interest in the contract. This prohibition extends to subcontracts on City contracts and also applies to parent, subsidiary, or partner businesses owned by a public officer or employee. See A.R.S. Sections 38-501 through 38-511, for more information (City Charter, Chapter 11, applies the state conflict-of-interest law to City employees).

Please note that any contract in place at the time a person becomes a public officer or employee may remain in effect. But the contract may not be amended, extended, modified, or changed in any manner during the officer’s or employee’s city service without following city administrative regulations.

Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under A.R.S. Sections 38-501 through 38-511 (See Arizona Revised Statutes regarding conflict of interest at www.azleg.gov).

- I am not aware of any conflict(s) of interest under Arizona Revised Statutes Sections 38-501 through 38-511.
- I am aware of the following conflict(s) of interest:



8. Acknowledgements

A. Solicitation Transparency Policy – No Contact with City Officials or Staff During Evaluation

- I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.

- This “no-contact” provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification**.

B. Fraud Prevention and Reporting Policy

- I acknowledge that the City has a fraud prevention and reporting policy and takes fraud seriously. I will report fraud, suspicion of fraud, or any other inappropriate action to: telephone no. 602-261-8999 or 602-534-5500 (TDD); or aud.integrity.line@phoenix.gov.

The purpose of the fraud policy is to maintain the City's high ethical standards. The policy includes a way for our business partners to report wrongdoing or bad behavior. Suspected fraud should be reported immediately to the Phoenix Integrity Line. The City has adopted a zero-tolerance policy regarding fraud.



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OATH

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

PRINT NAME

TITLE

SIGNATURE

DATE

COMPANY (CORPORATION, LLC, ETC.) NAME and DBA



City of Phoenix

Information Technology Standard

Domain: Business	Number: s1.20	Standard Title: Cloud Computing Standard	
Original Approval	03/23/2012	Last Updated/Approved	02/25/2021
Compliance Date	03/23/2012	Last Reviewed	04/26/2019
Owner	Information Security and Privacy Office		
Approvals	Chief Information Security Officer		

I. Purpose – Summary of Intent

This document establishes standards and guidelines for the selection of cloud computing service providers (hereinafter “CSP”) and/or cloud delivered services/solutions within the City of Phoenix (hereinafter “City”). Cloud computing services should be a consideration for all new reportable and non-reportable Information Technology (hereinafter “IT”) projects whenever a feasible and cost-effective solution is available that meets the City requirements, and provides the required level of security, performance and availability consistent with the City Administration Regulations, Information Security Policies, and Information Security Standards.

This document also defines required security safeguards to protect the confidentiality, integrity, availability, and accountability of City information and systems when conducting City business using cloud computing. Appropriate security safeguards are based in part on the classification of the information being handled. Questions about information classification should be directed to Information Technology Services, Information Security and Privacy Office (ISPO).

II. Definitions – Terms Specific to the Standard

City Business – Work performed that has a direct relation to the City’s operation and activities. For the purposes of this standard, City business includes any work performed where non-transient public records may be created, transmitted, or stored. Reference: City of Phoenix Public Records Request Handbook.

Cloud Computing – The National Institute of Standards and Technology (NIST) defines cloud computing as: “a model for enabling convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction.”

Cloud Service Provider (CSP) – A cloud service provider is a company that offers some component of cloud computing -- typically infrastructure as a service (IaaS), software as a service (SaaS) or platform as a service (PaaS) -- to other businesses or individuals.

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Confidential Data – As defined in A.R. 1.90, confidential data includes, but is not limited to the following: Criminal Justice Information (CJI); Payment Card Information (PCI); Protected Critical Infrastructure Information (PCII); Protected Health Information (PHI)/ Health Insurance Portability and Accountability Act (HIPAA); Personal Identifying Information (PII), and Restricted City Information (RCI).

FedRAMP – The Federal Risk and Authorization Management Program (FedRAMP) is a government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services.

Infrastructure-as-a-Service (IaaS) – The capability provided to an organization to provision processing, storage, networks and other fundamental computing resources along with the ability to deploy and run arbitrary software, which can include operating systems and applications. The organization does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed application; and possibly limited control of select networking components (e.g., host firewalls).

Platform-as-a-Service (PaaS) – The capability provided to an organization to deploy onto a cloud infrastructure using organization owned applications. The organization does not manage or control the underlying cloud infrastructure, including network, servers, operating systems or storage, but has control over the deployed applications and possibly application hosting environment configurations.

Software-as-a-Service (SaaS) – The capability provided to an organization to use the provider’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The organization does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Subscription Based Cloud Services – Contracted cloud services that are provided through a subscription plan. Instead of paying upfront for a perpetual license (and periodic maintenance fees where applicable), the user will have to submit regular payments every month or every year in order to use the software. SaaS is commonly provided through a subscription plan.

III. Applicability

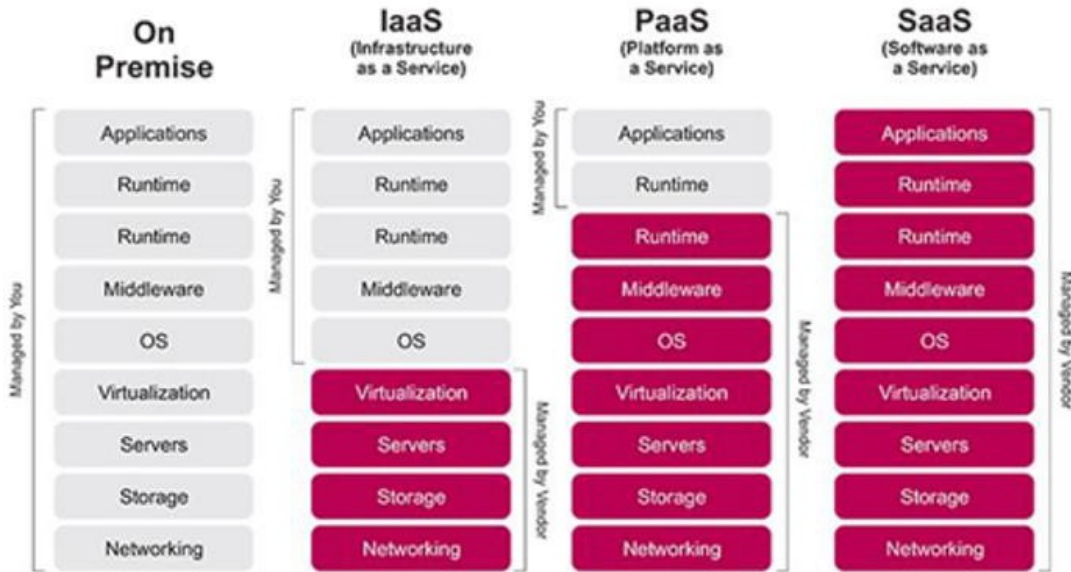
This standard applies to all City personnel including employees, business partners, contractors, temporary workers, volunteers, elected officials, and those in appointed positions. This standard applies to all cloud services across the City irrespective of when the procurement was executed.

IV. Roles and Responsibilities

When departments procure cloud services, department heads are responsible and accountable for assuring the confidentiality, integrity, availability, and accountability of their department’s information.

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Standard cloud computing type descriptions and responsibilities diagram are shown below:



V. Cloud Computing Policy

New Cloud Service Implementations

City departments must complete the longform *Information Security Risk Assessment* prior to contracting with a CSP. This assessment is used to validate that the use of cloud services is technically and administratively viable and to ensure that adequate protection measures are taken concerning City data, liability, security, privacy and other City requirements.

Department procurement officers should work with the requestors and CSP to complete the questionnaire. Completed questionnaires will be sent to the ISPO for review and endorsement.

Depending on the scope, ISPO will determine whether a further security review is needed, advise on alternative solution pathways, if relevant, and/or provide other guidance, as applicable.

Regardless of the hosting site, City data that is stored on any third-party CSP hosted site must adhere to City Administrative Regulations, Information Security Policies, and Information Security Standards to ensure that they are commensurate with the classification of any data stored in the cloud.

Procurement of New Cloud Service Implementation

City departments must complete a tenant agreement as a part of a larger enterprise agreement with the City. This ensures appropriate oversight from a security and billing perspective as well its ability to integrate with City identity and access role management.

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The City will also ensure that the CSP has corporate policies and procedures relating to document retention or destruction, or litigation record holds.

Existing Cloud Service Implementations

When requested, City departments will provide information to Information Technology Services (hereinafter "ITS"). regarding existing cloud services in a timely manner. This information includes but is not limited to CSP agreements, contracts, architecture/ network/ data flow diagrams, security controls, etc. In the event ITS identifies potential security risks associated with existing cloud service implementations, ITS will work with affected departments to eliminate or mitigate the risks.

VI. Cloud Computing General Requirements

Listed below are general requirements for all City information processed, stored, or transmitted via cloud computing.

1. **FedRAMP.** Whenever available, FedRAMP certified cloud solutions should be selected over non-FedRAMP certified cloud solutions.
2. **Records Management.** City staff electing to use cloud computing services must ensure they are in compliance with all records retention and eDiscovery policies and schedules. Reference: A.R. 1.61 Records Management Program.
3. **U.S. Based.** CSP will store confidential data City (CJI, PCI, PCII, PHI, PII, RCI) within a data center located within the continental US - including backups. If a cloud provider is selected that is not U.S. based, a waiver is required and the Law Department, in consultation with ISPO, should thoroughly vet the cloud provider prior to use. Depending on the sensitivity of the data, a certified government cloud (Microsoft Azure, Amazon AWS GovCloud, etc.) may be required. All staff who access and operate must be based in the U.S. and must be background checked or their organization must meet background check requirements in accordance with City background requirements. The same applies to support staff. This includes application development. Please note: there is no privity of contract with a subcontractor unbeknownst to the City.
4. **Third-Party Assessments.** CSP will provide the City with results of a third-party external Information Security assessment (SAS-70, SSAE-16/18, penetration test, vulnerability assessment, etc.) or other Statement of Controls (SOC) reports.
5. **Personal Cloud Services.** Personal cloud services accounts may not be used for the storage, manipulation or exchange of City-related communications or City-owned data (e.g. Dropbox (free version); personal OneDrive; or personal Gmail accounts).
6. **Subscription Based Cloud Services.** Subscription based cloud services which are limited in size and scope and cannot be adequately addressed by other means, may be approved following a risk assessment by ISPO. A waiver may need to be provided outlining compensating controls. Departments are still required to submit the Information Security Risk Assessment Questionnaire section of the current IT procurement documentation.

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7. **Demonstration of adoption of an internal security governance control.** Acceptable controls include NIST SP 800-53.

VII. Cloud Computing Data Requirements

1. **Terms and Conditions.** Cloud providers shall include terms to abide by the duties of confidentiality in the Terms and Conditions and/or Privacy Policy, thereby ensuring that the online data storage provider has an enforceable obligation to preserve users' confidentiality and security of user data.
2. **Data Classification.** Based on data classification ensure compliance with relevant security provisions including Internal Revenue Service (IRS) Publication 1075, Social Security Administration (SSA) Electronic Information Exchange Security Requirements, Payment Card Industry Data Security Standard (PCI DSS) including the PCI DSS Cloud Computing Information Services (CJIS) Security Policy. FIPS 140-2 is recommended for encryption compliant standards, NIST 800-175B.
3. **Contractual Controls.** The City must have a contract or agreement in place with the cloud computing provider(s) that is approved by the Law Department and contains provisions that provide for confidentiality and data security safeguards for information in the cloud computing provider's custody, discovery and destruction of data and Non-Disclosure Agreements (hereinafter "NDA").
4. **Certifications.** Cloud providers should host on reputable cloud services that have obtained one of the following certifications or met similar indicia. Certifications are used to gain confidence and place trust in a service organization's systems.
 - a) Type 2 SOC. A Service Organization Controls ("SOC") Type 2 report evaluates an organization's information systems as they relate to security, availability, processing integrity, confidentiality, and privacy of a system.
 - b) SSAE 18. report evaluates an organization's information systems as they relate to security, availability, processing integrity, confidentiality, and privacy of a system.
5. **Data Retention Policy**
Cloud providers will follow city data retention policy. The cloud provider should meet or exceed the data retention policy of the City in pursuant of A.R. 1.61. Additionally, the cloud providers should take reasonable steps to ensure that when data is deleted from the cloud provider's environment, the cloud provider has measures in place to ensure the data is no longer available to any entity.
6. **Data Ownership**
All data is owned exclusively by the City department contracting with the CSP and cannot be used by the CSP for any purpose other than the services provided to the customer. Additionally, the CSP should not be able to remove metadata and is given no right to use City data for any purpose other than serving the City as a customer.

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7. Demands for Data - Must be Authorized by the City

Cloud providers must notify the City of demands for their information by 3rd parties as soon as possible, unless the provider is specifically prohibited from doing so by law. The Cloud provider must inform the City if it receives any subpoena related to the City's data. Failure to notify the City will result in the termination of the contract with prejudice.

8. Data Breach

The CSP should notify the CISO via the SOC (soc@phoenix.gov / (602) 534-8283) as soon as reasonably practicable, but not more than seventy-two (72) hours following the contractor's discovery of any breach of the security of customer data if personal or health care information was, or is reasonably believed to have been, acquired or accessed by an unauthorized person. CSP shall agree to reimburse the City for any costs incurred by the City to investigate and respond to potential breaches of this data, including, where applicable, the cost of notifying individuals who may be impacted by the breach, attorneys' fees, and for any monetary damages or penalties the City is assessed. In case of a breach or critical breach of the City's information, it will be the City, not the CSP that will inform any and all individuals affected by any such breach. Only upon prior written consent of the City, or at the specific direction of the City, will the CSP notify individuals affected by a breach or critical breach of the City's information. CSP will be liable for direct damages, not limited by time period of service prior to the incident. The City will also not accept services being provided "as-is," as this is often a method used to disclaim any warranties.

The CSP shall maintain an effective incident response and mitigation capability for security and privacy incidents in accordance with industry best practices. The CSP will provide support to manage security events, including forensic support and ensuring the chain of custody.

VIII. Cloud Computing Security Requirements

1. Encryption

Cloud providers will be required to maintain data encryption protocols covering:

- a) Data stored at rest in the data center, and
- b) Data transmitted to and from the data center
- c) Key management requirements including key escrow

Ensure that confidential, sensitive, or personal information is encrypted in accordance with NIST 800-175B and at the necessary level of encryption for the data classification pursuant to s1.9.

Strong encryption may protect data from unauthorized access, copy, modification or other attacks to the integrity and security of the data.

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2. Testing

Cloud providers should disclose if and how frequently vulnerability or penetration testing and/or ethical hacking services are being performed on their offering. Some of the testing methods are listed below:

- a) **Vulnerability Scans.** A vulnerability scan is the process of identifying and quantifying security vulnerabilities in an environment. It identifies security flaws based on a database of known flaws, tests a system for the occurrence of these flaws, and provides a report of exposures and the associated level of risk for each confirmed vulnerability. Remediation of identified vulnerabilities should be based on specific timelines and severity (CVSS v2/v3, CVE, CWE).
 - b) **Penetration Testing.** Penetration testing is an actual internal or external attack with the intention of gaining unauthorized access to systems and the data stored within the network.
 - c) **Static Code Reviews.** Static analysis code testing provides an understanding of security issues within program code. It is a systematic review of the software source code without executing the code. The main objective of this testing is to find errors in the early stages of the development cycle.
 - d) **Dynamic Code Reviews.** A dynamic code analysis relies on studying how the code behaves during execution. It monitors system memory, functional behavior, response time and overall performance of the system. The main objective of this testing is to find and fix any defects.
3. **Antivirus/Antimalware Controls.** CSP should have active antivirus/antimalware controls in place to protect against sophisticated cyber-criminal activity.
4. **Multifactor Authentication (MFA).** All cloud providers will provide the capability for City staff to utilize/integrate appropriate multifactor authentication with cloud services with additional control and account lockout on failed authentication. Examples could include strength of password requirements (password entropy), certificate-based protocols, and device authentication.
5. **Authorization and Access.** The CSP should enforce the following IT security best practices:
- a) **Least Privilege:** Only authorize access to the minimum amount of resources required for a function.
 - b) **Separation of Duties:** Functions shall be divided between staff members to reduce the threat that one person can commit fraud undetected.
 - c) **Role-Based Security:** Access control shall be based on the role a user plays in an organization.
6. **Business Continuity.** Where Business Continuity/Disaster Recovery (BC/DR) services are required, all agreements should establish terms for BC/DR, and the CSP must demonstrate its ability to fulfill the terms. If BC/DR is required, such requirements take precedence over the force majeure clause.

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Cloud Exit Strategy. Cloud provider must provide City with a cloud exit strategy. The exit strategy should cover a normal termination, such as that at expiration of the service agreement, and an unexpected termination, such as that due to service provider bankruptcy, exit from line of business, and/or poor performance. Strategy should state expected timely export of data as well as the format of the City's data returned through a secure channel with verification in writing by the cloud provider that City hosted data has been thoroughly purged from its systems and database.

Other aspects include addressing application dependencies on proprietary programming interfaces, system calls, and database technologies, as well as the recovery of useful metadata that may have accumulated within the cloud environment. The data must be destroyed, erased, deleted (cannot be retrieved by any means) within 30 days of termination of service. The CSP must also provide a detailed report as to how the deletion was handled so that the customer can confirm that no residual data was left on the CSP's systems.

Existing cloud service implementation. If a current cloud service does not meet standards for data protection or otherwise, their service may be terminated if compliance is not achieved within 120 days. The transition must be completed within 90 days within which a service transfer AND data export must be completed.

7. Concluding Activities

Departments should perform the following activities preceding the termination of an outsourcing contract:

- **Reaffirm Contractual Obligations.** The department should alert the cloud provider about any relevant contractual requirements that must be observed upon termination, such as non-disclosure of certain terms of the agreement and sanitization of organizational data from storage media.
- **Eliminate Physical and Electronic Access Rights.** If any accounts and access rights to a Departments computational resources were assigned to the cloud provider as part of the service agreement, they should be revoked in a timely manner by the department. Similarly, physical access rights of security tokens and badges issued to the cloud provider also need to be revoked, and any personal tokens and badges used for access need to be recovered.
- **Recover Organizational Resources and Data.** The department should ensure that any resources of the department made available to the cloud provider under the terms of the service agreement, such as software, equipment, documentation, are returned or recovered in a usable form, as well as any data, programs, scripts, etc. owned by the organization and held by the cloud provider. The data recovered must allow the City to off load all data in a standardized and accessible format.

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If the terms of service require the cloud provider to purge data, programs, backup copies, and other cloud consumer content from its environment, evidence such as system reports or logs should be obtained and verified.

IX. Compliance Audits

The City Auditor Department may conduct periodic audits such as a Committee of Sponsoring Organizations (hereafter "COSO"), to evaluate compliance with the requirements set forth in this IT Security standard. The City Auditor Department may require proof of certifications and reports as needed i.e. I SOC2 Attestation of Compliance etc. from the cloud provider.

City personnel must comply with this standard at all times. The City reserves the right to monitor systems, electronic communications, and usage to ensure compliance.

The City retains the right to audit the CSP's business continuity plans (BCP) and operations. The City may require that the CSP conduct its own internal BCP audit or "recovery drills" and report the results to the City.

Ensure that the CSP can accommodate such audit trail or record hold requests and implement them promptly and in a manner that will meet the company's litigation obligations as they arise – retrievable up to 12 months.

In lieu of a City Audit, the CSP may also provide internationally recognized audit certifications or reports.

X. Related Policies, Standards, and Procedures

A.R. 1.61, Records Management Program
A.R. 1.63, Electronic Communications and Information Acceptable Use
A.R. 1.90, Information Privacy and Protection
A.R. 1.91, Information Privacy and Protection Supplement — Data Shared with Third Parties b1.3 Waiver Standard
s1.9 Information Classification
Information Security Risk Assessment Questionnaire

Addendum:

Approved CSPs (Need: Standardization of CSPs/CSP types.)