



Unified Fire Authority
Request for Proposal #RFP 2023-10
Psychological Fitness for Duty Evaluations

INFORMATION & REQUIREMENTS

I. OVERVIEW

Unified Fire Authority (“UFA”) is Utah’s largest fire agency, with 684 employees serving an estimated 415,000 residents in 15 municipalities in Salt Lake County and one municipality (Eagle Mountain) is located in Utah County. Of the 684 employees; 472 are full-time sworn firefighters, 52 are full-time civilians, 90 are “Emergency Medical Service” (EMS).

The UFA is a full-service fire agency, providing fire suppression, advanced life support, first response and transport, rescue, hazardous materials, bomb response, fire investigation, fire prevention, hazardous materials inspections, and Emergency Management for all of Salt Lake County.

II. OBJECTIVE

Unified Fire Authority (“UFA”) is soliciting competitive sealed proposals from qualified industry experts that use nationally recognized standards and protocols for administering and evaluating fitness for duty evaluations for employees. The qualified expert will provide evidence-based and legally compliant psychological fitness for duty evaluations for employees.

The UFA plans to conduct 1-5 evaluations annually. Furthermore, the provider must be capable of meeting the requirements of the UFA at a reasonable cost with dependable, thorough, and efficient service.

III. CRITERIA FOR EVALUATION

Awards of orders will be on the basis of:

Qualifications to meet the requirements of the Scope of Work.....	30%
Approach to Services.....	20%
Experience working with public agencies	20%
Fee Proposal.....	30%

III. QUALIFICATION OF OFFERORS

Offerors will not be considered unless they meet the following requirements:

All work as defined in the proposal content must be completed without the need for additional requests for proposals or bids.

IV. PROPOSAL SUBMISSION

- ❑ Sign and return the **Proposal Response Cover Sheet (ATTACHMENT 1)**. The form must be signed by a company representative authorized to bind the Offeror contractually.
- ❑ Submit all required information as outlined in the **Proposal Content and Evaluation Criteria** section of **ATTACHMENT 1**.
- ❑ UFA allows for quotations to be submitted electronically. Electronic quotations may be submitted through a secure mailbox at SciQuest, <http://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah> until the date and time as indicated in this document. It is the sole responsibility of the Supplier to ensure their quotation reaches SciQuest before the closing date and time. There is no cost to the Supplier to submit Unified Fire Authority electronic quotations via SciQuest. Here is a link to the Division of Purchasing's website, which provides training materials for vendors on the SciQuest platform - <http://purchasing.utah.gov/for-vendors/> Electronic quotations may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate files.
- ❑ Submission Deadline: **10:00 AM (MST), Wednesday, November 1, 2023.**
- ❑ **Proposals received after the deadline will not be considered.**
- ❑ Proposals will then be sent to UFA appointed Selection Committee for evaluation.

V. ACCEPTANCE

A. Any proposal received will be considered an offer, which may be accepted by UFA based upon initial submission without discussions or negotiations.

B. By submitting a proposal in response to this Request, Offeror agrees that any proposal it submits may be accepted by UFA at any time within ninety (90) days from the date of submission deadline.

C. UFA reserves the right to reject any or all proposals and to waive minor technicalities and irregularities in proposals received, and/or to accept any portion of the

offer if deemed in the best interest of UFA. Failure of Offeror to provide, in its proposal, any information requested in the RFP may result in rejection for non-responsiveness.

D. The UFA may accept all or part of any offer and may make multiple awards. Offerors shall identify volume discounts if any or all products are selected.

VI. ADDITIONAL INFORMATION

For additional information concerning the services specified in this Request for Proposal, interested parties may contact Erica Langenfass via email at elangenfass@unifiedfire.org. Correspondence between suggested Offerors and UFA must be in written format.

For information concerning Request for Proposal procedures and regulations (i.e., submission deadline, forms required, etc.), or Americans with Disabilities (ADA) accommodations, interested parties may contact Erica Langenfass, Purchasing Agent, via e-mail at elangenfass@unifiedfire.org or Telecommunications Relay Services (TRS) at 711.

PROPOSAL CONTENT & EVALUATION CRITERIA
EXHIBIT A – SCOPE OF WORK

PSYCHOLOGICAL FITNESS FOR DUTY EVALUATIONS

PROPOSALS SUBMITTED FOR EVALUATION MUST INCLUDE, AT A MINIMUM, THE FOLLOWING INFORMATION AND MATERIALS:

A. GENERAL

The Offeror shall provide psychological fitness for duty evaluations which will include a psychological examination where a licensed clinician seeks information about an employee's mental condition as it relates to, and within the scope of the employee's job duties. This includes:

- (a) the administration, scoring and interpretation of a broadband measure of normal personality, psychopathology, and personality problems
- (b) the gathering and review of personal history including workplace performance
- (c) a review of medical records, as appropriate, and
- (d) a clinical interview.

The determination of fit for duty for a public safety position requires the careful, evidence-based integration of this information in order to reach an opinion as to whether the employee is able to perform the essential functions of their job.

Must provide evidence-based, legally compliant, and culturally sensitive fitness for duty psychological suitability assessments. Certified and trained evaluators are to perform the evaluation services for the Unified Fire Authority. Clinicians must have forensic certification or equivalent. The methods of analysis must ensure employing only validated assessment instruments with the most contemporary public safety norms. A written evaluation must be completed within 14 days from the date of the assessment.

B. QUALIFICATIONS

- A statement of the company's experience working within the public safety industry and qualifications to meet the Unified Fire Authority Scope of Work requirements. Include a general overview and history of your company, years in business, the number of employees, corporate headquarters location, and where you do business.
- Identify proposed staff members who would be involved in providing the services requested herein and submit statements or resumes detailing their qualifications, including any applicable licenses and certifications.

- Detail your company’s experience in providing the services requested herein for similar customers of similar size, with dates of performance and/or completion, customer name, contact person, and telephone numbers.
- In addition to the information and qualifications specified above, identify any special knowledge or skills provided by your firm that may be related or helpful to the services requested herein.

C. PROPOSED APPROACH TO SERVICES

- A. Provide a statement of your understanding of the service requested and a general description of your proposed approach to the Scope of Work.
- B. Detail how your proposed program works as described above.
- C. Has your methodology ever been legally challenged? If yes, what was your approach, and what was the outcome?
- D. Description of support services offered in the event of legal or other challenges.
- E. Provide a list of references who have utilized your services.

D. PROPOSED FEES

Provide a complete description of all fees to be billed to UFA. Fees not listed on the RFP response will not be allowed. Also, provide a fee schedule for a “per evaluation” that is intended to be charged.

**ORAL INTERVIEWS AND ONSITE INSPECTIONS MAY BE CONDUCTED WITH ONE OR MORE PROSPECTIVE OFFERORS.
THE DECISION OF UFA'S SELECTION COMMITTEE SHALL BE FINAL AND CONCLUSIVE.**

ATTACHMENT 2

General Proposal Instructions & Information



I. AWARD BY WRITTEN AGREEMENT

The Offeror selected to provide the services/products will be required to enter into a written agreement.

- Signature on the Proposal Cover Sheet acknowledges that the Offeror is willing to enter into an Agreement if awarded the contract.
- If Offeror has any exceptions to request, the procedures stated under Paragraph IV, EXCEPTIONS, of this section must be followed.

II. PREPARATION OF PROPOSALS

- A. Failure to read the Request for Proposal and these instructions will be at the Offeror's own risk.
- B. All prices and notations must be typewritten or printed in ink. Erasures are not permitted. Errors may be crossed out and corrections made in ink or by typewriter adjacent to the corrected error. All corrections must be initialed in ink by the person signing the proposal.
- C. Corrections and/or modifications received after the closing time specified will not be accepted.

III. PROPOSAL INFORMATION

- A. Discussions with Offerors. UFA may conduct discussions and site inspections with Offerors who submit proposals determined to be reasonably susceptible to being selected for award. However, proposals may be accepted without such discussions or inspections, at UFA's option.
- B. Equal Opportunity. UFA will make every effort to ensure that all Offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- C. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the Offeror. UFA assumes no liability for and will not reimburse any costs incurred by Offerors throughout the entire selection process.

- D. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of UFA and will not be returned to the Offeror.
- E. Rejection of Proposals.
- UFA reserves the right to reject any or all proposals received. Furthermore, UFA shall have the right to waive any informality or technicality in proposals received when in the best interest of UFA.
 - No proposal shall be accepted from, or agreement awarded to, any person, firm or corporation that is in arrears to UFA, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to UFA, or that, based upon its past business practices, may be deemed irresponsible or unreliable by the Chief Financial and Legal Officers. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.
- F. Failure to Submit a Proposal. Failure to submit a proposal (or to advise UFA's Chief Financial Officer that future Requests for Proposal are desired) may result in the removal of your firm from the prospective Offerors list.

IV. EXCEPTIONS TO PROPOSAL

An exception to any term or condition set forth in this proposal must be clearly identified in the response to this RFP. **Exceptions or deviations to any of the terms and conditions must not be added to the proposal pages but must be submitted in a separate document accompanying Offeror's proposal identified as "Exceptions."** Such exceptions shall be considered in the evaluation and the award processes. UFA shall be the sole determiner of the acceptability of any exception.

V. CONFIDENTIALITY

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Offeror that is submitted to UFA, as part of the proposal or otherwise, shall become the property of UFA when received by UFA and may be considered public information under applicable law. UFA is subject to the disclosure requirements of the Government Records Access and Management Act, ("GRAMA") Title 63G, Chapter 2, Utah Code Annotated. UFA generally considers proposals and all accompanying material to be public and subject to disclosure. **Any material considered by the Offeror to be proprietary must be accompanied by a written claim of confidentiality and a concise written statement of reasons supporting the claim as required by GRAMA §63G-2-309. Blanket claims that the entire RFP is confidential will be denied.** UFA cannot guarantee that any information will be held confidential. If the Offeror makes a claim of confidentiality, UFA, upon receipt of a request for disclosure, will determine whether the material should be classified as public or protected, and will notify the Offeror of such determination. The Offeror is entitled under the GRAMA to appeal an adverse determination. **UFA is not obligated to**

notify the Offeror of a request, and will not consider a claim of confidentiality, unless the Offeror's claim of confidentiality is made in a timely basis and in accordance with the GRAMA.

VI. REPRESENTATION REGARDING ETHICAL STANDARDS

The Offeror certifies that it has not: (1) provided an illegal gift or payoff to a UFA officer or employee or former UFA officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; or (3) knowingly influenced, and hereby promises that it will not knowingly influence, any UFA officer or employee or former UFA officer or employee to breach any ethical standards set forth in UFA's conflict of interest policy or any of the provisions of Utah Code Title 67, Chapter 16.

Exhibit "B"
PRICE SCHEDULE
PSYCHOLOGICAL FITNESS FOR DUTY EVALUATIONS

I. GENERAL

- A. Prices stated include all costs associated with the specified services. No other charges will be allowed.
- B. UFA is exempt from sales, use, and federal excise taxes on these products and/or services. Exemption certificates will be furnished upon request.

II. PRICING

- A. Provide a complete description of all fees to be billed to UFA. Fees not listed on the RFP response will not be allowed. Also, provide a fee schedule for a "per evaluation" that is intended to be charged.

III. INVOICING AND PAYMENT

After acceptance of the items and/or parts, UFA shall make payment to Supplier for all services performed by Supplier pursuant to this Agreement. Supplier shall submit written invoice for services rendered and UFA shall pay the invoiced fee within thirty (30) days, if not in dispute. Final invoices should include the UFA contract number and purchase order if applicable. UFA reserves the right to return or adjust any invoice that reflects incorrect pricing. Electronic invoices are preferred (as email, PDF attachments).

Original invoices (with PO#) will be submitted to: Unified Fire Authority
Attn: Accounts Payable
3380 South 900 West
Salt Lake City, Utah 84119

Or by email to: bills@unifiedfire.org

Or by fax to: Fax: 801-743-7211

ATTACHMENT 3
**PSYCHOLOGICAL FITNESS FOR DUTY PSYCHOLOGICAL
EVALUATIONS**



SAMPLE AGREEMENT

UNIFIED FIRE AUTHORITY

THIS NON-EXCLUSIVE AGREEMENT is made and entered effective as of _____ by and between UNIFIED FIRE AUTHORITY, a political subdivision of the State of Utah, hereinafter "UFA", and _____, a _____, hereinafter "Supplier," collectively referred to as the "Parties."

RECITALS

A. Supplier desires to provide Fitness for Duty Psychological Evaluations as described in the attached specifications for UFA;

B. UFA desires to engage Supplier for such products and services;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, it is agreed by and between the Parties as follows:

1. Supplier agrees to provide Fitness for Duty Psychological Evaluations as described in the attached specifications described in Exhibit "A," Scope of Work, attached hereto, for a period of (3) three years with the option of (2) two (2) two – year renewal periods commencing as of the effective date of this Agreement. Notice of time extensions shall be in writing served upon the Supplier by regular mail at least thirty (30) days prior to the expiration of the original term of this Agreement, or any current extension, in order for such extension to be effective. All financial commitments by UFA shall be subject to the availability of funds approved by UFA Board and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution.

2. For such products and services, Supplier will be paid as specified under Exhibit "B," Price Schedule. For purposes of this agreement, Exhibit B will consist of the pricing listed in the proposal submitted as part of the RFP and must be available for review by UFA.

3. Supplier, at its own cost, shall secure and maintain the following minimum insurance coverage:

A. Worker's Compensation sufficient to cover all Suppliers' employees pursuant to Utah State statutes. The certificate and policy shall provide that coverage thereunder will not be canceled or reduced without at least thirty (30) days prior written notice to UFA.

B. Commercial General Liability insurance with UFA named as an additional insured, in the minimum amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate. The certificate and policy shall provide that coverage there under will not be canceled or modified without at least thirty (30) days prior written notice to UFA. If under current coverage you do not meet the minimums, a separate umbrella coverage will be permitted.

C. Comprehensive Automobile Liability Insurance including owned, hired and non-owned automobiles, with UFA named as an additional insured, in the minimum amount of \$1,000,000 per occurrence. The certificate and policy shall provide that coverage thereunder will not be canceled or modified without at least thirty (30) days written notice to UFA.

D. Supplier shall furnish Certificates of Insurance, acceptable to UFA, verifying the foregoing concurrent with the execution hereof and thereafter as required.

E. All policies of insurance provided will be issued by insurance companies licensed to do business in the State of Utah and will be either:

(1) Listed in the *Federal Register*, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds"; or

(2) Rated with an A- or better rating in the most current edition of *Best's Key Rating Guide—Property-Casualty United States*.

F. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Supplier shall be required to provide a new Certificate of Insurance within thirty (30) days of being notified thereof in writing by UFA, certifying coverage in compliance with the modified limits or, if no new limits are specified, in such an amount as may be acceptable to UFA's Chief Legal Officer.

4. Supplier will obey all laws, ordinances, regulations and rules of the Federal, State, County and Municipal governments that may be applicable to its operations. Said laws include, but are not limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA), Environmental Protection Agency (EPA), and the Americans with Disabilities Act (ADA). Any violation of applicable law will constitute a breach of this Agreement and Supplier will hold UFA harmless from any and all liability arising out of, or in connection with, said violations including any attorney's fees and costs incurred by UFA as a result of such violation.

5. UFA may, in its sole discretion, terminate this Agreement upon ten (10) days prior written notice to Supplier if UFA determines that Supplier's performance is unsatisfactory, or that Supplier has violated any of the terms or provisions of this Agreement; or in the event Supplier becomes insolvent or is named as a Debtor in Bankruptcy. In the event of termination under this paragraph, the Supplier, at UFA's option, will forfeit as liquidated damages, all performance bonds or other sureties given to UFA under this Agreement. The liquidated damage option will be in addition to any and all remedies at law or equity, which are available to UFA.

6. UFA may terminate this Agreement if Contractor fails to perform any of its material obligations and such failure continues for a period of 30 (thirty) days after written

notice to such defaulting party; or any material representation or warranty of a party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

7. UFA reserves the right to terminate this Agreement in whole or in part, at any time during the Term or any additional terms whenever UFA determines in its sole discretion that it is in UFA's interest to do so. If UFA elects to exercise this right, UFA will provide written notice to the Contractor at least 30 (thirty) days prior to the date of termination for convenience. Upon such termination, Contractor will be paid for all services up to the date of termination. Contractor agrees that UFA's termination for convenience will not be deemed a termination for default, nor will it entitle Contractor to any rights or remedies by law or this Agreement for breach of contract by UFA or any other claim or cause of action.

8 If this Agreement is canceled or terminated as provided herein, UFA will calculate and pay the Supplier on the basis of the benefit received.

9. Supplier, for itself, its successors and assigns, as part of the consideration here fore, covenants that no person, solely on the grounds of race, color, national origin, age, sex, religion or non-job-related disability, will be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the furnishing of services hereunder, unless the characteristic is a bona fide occupational qualification.

10. Supplier agrees to indemnify, save harmless and defend UFA, its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges and causes of action of every kind or character, including attorney's fees, to the extent they are caused by Supplier's intentionally wrongful, reckless, or negligent performance hereunder. If UFA's tender of defense, based upon this indemnity provision, is rejected by Supplier, and Supplier is later found by a court of competent jurisdiction to have been required to indemnify UFA, then in addition to any other remedies UFA may have, Supplier shall pay UFA's reasonable costs, expenses and attorney's fees incurred in proving such indemnification, defending itself or enforcing this provision. Nothing herein will be construed to require the indemnitor to indemnify the indemnitee against the indemnitee's sole negligence.

11. Supplier represents that it has not: (1) provided an illegal gift or payoff to a UFA officer or employee or former UFA officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly influenced, and hereby promises that it will not knowingly influence, a UFA officer or employee or former UFA officer or employee to breach any of the ethical standards set forth in the conflict of interest policy or any of the provisions of Utah Code Title 67, Chapter 16.

12. Supplier is not an employee of UFA for any purpose whatsoever. The Supplier is an independent contractor at all times during the performance of the services specified.

13. All notices to Supplier will be directed to Supplier at its place of business as shown on its bid or proposal. All notices to UFA will be directed to the following address:

Unified Fire Authority:
Fire Chief
3380 South 900 West
Salt Lake City, Utah 84119

With a copy to:
Unified Fire Authority
Chief Legal Officer
3380 South 900 West
Salt Lake City, Utah 84119

14. This Agreement will not be assigned by either party without the prior written consent of the other party.

15. Supplier's obligations are solely to UFA and UFA's obligations are solely to Supplier. This Agreement will confer no third-party rights whatsoever.

16. This Agreement embodies the entire Agreement between the parties and will not be altered except in writing signed by both parties.

17. The total Agreement between the parties shall consist of the following documents which are incorporated herein by this reference:

A. This Agreement.

B. The Request for Proposals issued by UFA on _____ and any addendum or supplement thereto.

C. Supplier's Response to UFA's Request for Proposals dated _____.

The documents are intended to be complementary and what is called for in one will be deemed to be called for in all. In the event of any inconsistency or ambiguity between the documents, the inconsistency or ambiguity will be resolved by granting priority to the contract documents in the order set forth above.

18. This Agreement will be enforced in and governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

UNIFIED FIRE AUTHORITY

By _____
Dominic Burchett
Fire Chief

Approved as to legal form:

Brian F. Roberts
Chief Legal Officer

SUPPLIER

By _____
Title _____