

City of Seattle Fire Department

**In Conjunction with
Seattle Fire Fighters Union, IAFF Local 27
and
Seattle Fire Chiefs Union, IAFF Local 2898**

Request for Proposals

August 14, 2007

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Request for Proposal for Medical Baseline Evaluation Services for Seattle Fire Department Uniformed Personnel

The following is a Request for Proposal (RFP) to provide comprehensive medical baseline evaluations in accord with "The Fire Service Joint Labor Management Wellness-Fitness Initiative" established jointly by the International Association of Fire Fighters, the International Association of Fire Chiefs and endorsed by the Seattle Fire Department, Local 27 and Local 2898. The Wellness-Fitness Initiative (WFI) can be obtained by contacting the Seattle Fire Department Staff identified in section 8.2 of this document.

1.0 INTRODUCTION

The Seattle Fire Department, Local 27 and Local 2898 (the "Task Force") are working in concert in requesting and evaluating proposals to provide Fire Service specific baseline medical examinations for the Seattle Fire Department's 1030 uniformed employees. This is a grant funded, time sensitive, and one-year program. The program will be jointly administered by the Task Force while the formal contract will be between the selected proposer and the City of Seattle, through its Fire Department with joint collaboration with Locals 27 and 2898.

1.1 PURPOSE OF REQUEST FOR PROPOSAL

Through this RFP, the Task Force is seeking to identify interested and qualified service providers for the Fire Service specific baseline medical evaluation for Seattle Fire Department uniformed personnel. Vendors must submit proposals for all of the components. Vendor must provide the facility, equipment, and technical expertise to deliver the medical evaluation.

1.2 SCHEDULE

The beginning date for service delivery is to be no later than **October 22, 2007**. The duration of the contract will be no later than **May 30, 2008** and is subject to adjustment from the information contained in the RFP. In the event the Task Force elects to have additional work elements performed by the selected Proposer, the contract may be extended.

Task	Date
Publish Notice Of RFP	Monday Aug 14, 2007
Deadline For Questions From Proposers	Friday Aug 24, 2007
Deadline For Response To Questions	Friday Aug 31, 2007
Proposals Due	Friday Sept 7, 2007
Proposers Interviews (Completed By)	Friday Sept 14, 2007
Select Proposer	Wednesday Sept 19, 2007
Finalize And Sign Contract	Friday Oct 4, 2007

2.0 SCOPE OF CONTRACT

The purpose of this RFP is to solicit proposals from qualified medical providers including for-profit health management and delivery companies, not-for-profit health delivery organizations, physicians, physician groups, health maintenance organizations and others to

provide medical baseline evaluation services for Seattle Fire Department uniformed personnel.

2.1 PROGRAM DESCRIPTION

The program requires a medical provider with in-depth knowledge regarding fire- service specific medical assessments in accordance with the IAFF/ IAFC Joint Labor Management Wellness Fitness Initiative, the Firefighter Life Safety Initiative and NFPA 1582 Standards to provide consolidated medical assessment, possible immunizations, and data record-keeping services of all incumbent uniformed personnel.

2.1.1 PROGRAM GOALS

The Baseline Medical Evaluation is designed to accomplish the following services:

- To provide a cost-effective investment in the early detection, disease prevention, and health promotion of Seattle Fire Fighters
- To create baseline data to monitor future effects of exposure to specific biological, physical, or chemical agents.
- To detect changes in an individual's health that may be related to harmful working conditions
- To provide the uniformed personnel with information about the individual's occupational hazards and current health
- To comply with federal, state, and local requirements.
- To limit out-of-service time through preventative early intervention of potential problems
- To recommend types of case-management/rehabilitation for injuries to decrease re-injury rates

2.1.2 FACILITIES

Facilities to perform medical evaluations will not be provided by the City of Seattle or the Seattle Fire Department.

2.1.3 PROJECTED WORKLOAD

Uniformed personnel of the Seattle Fire Department consist of:

- Fire Chief
- Assistant Chiefs - 4
- Deputy Chiefs - 8
- Battalion Chiefs - 25
- Captains - 40
- Lieutenants - 110
- Fire Fighters – 850

2.1.4 MEDICAL INFORMATION SYSTEM/CONFIDENTIALITY

This is to insure that information from baseline examinations is not improperly released and does not subsequently become harmful to uniformed personnel and their careers while being easily accessible for pre/post comparison in case of a major disaster.

- Medical information must be collected in a database that can provide both aggregate reports as well as specific individual information, that is electronically secure to only pre-authorized medical providers.

- The medical provider will identify and retain medical records, in a manner of their choosing, so that they can be secured as Seattle Fire Fighter personal medical records.
- At no time will an individual's medical information be released, or shared, with any city department and/or any other medical provider without written authorization by the employee.
- Requests for authorization to transfer or destroy any or all of the medical information must be made in writing to The Task Force at least 30 days in advance.
- Aggregate data may be provided to the Fire Chief, Local 2898, Local 27, and the Wellness Coordinator, to look at general trends, as long as data from the report cannot lead to the identity of a specific individual.
- Random data may be requested to be electronically sent to the IAFF National Database, in accordance with the Wellness initiative, once the IAFF database becomes available.
- The Task Force will define content and process for dissemination of any information.

3.0 BACKGROUND

3.1 DEPARTMENT OVERVIEW

Currently the Seattle Fire Department has an on-duty strength of 207 with 1,030 uniformed personnel /EMT (81 of which are also Paramedics) who responded to over 70,000 emergency calls a year. The Seattle Fire Department provides professional fire suppression, disaster mitigation, and emergency medical services to a culturally diverse population of 563,400 (1.5 million during the day). Seattle is a major west coast port city with international rail, air, and seaports. The Department also provides a regional Metropolitan Medical Strike Team and Urban Search and Rescue Team for both natural and man made disaster responses.

3.2 STATEMENT OF NEED

These uniformed personnel must undergo rigorous testing in order to qualify for employment and must maintain a high level of physical and mental fitness. Job requirements are unique to the fire service and job stresses constant. Uniformed personnel have a need for a wide spectrum of medical services, which must be provided by professionals acquainted with the duties, working conditions, and mental and physical demands of the job, as well as the hours and expectations associated with the provision of preventive and emergency medical services.

4.0 OBJECTIVES

4.1 FIRE SERVICE SPECIFIC MEDICAL PROVIDER

The proposal shall include a cost for providing each component of the comprehensive baseline medical evaluation. Provide detailed descriptions of services and costs outlined in Section 5.0 and 6.0, in its entirety.

5.0 GENERAL OVERVIEW OF TASK TO BE PERFORMED

1. Medical and Occupational/Environmental History questionnaire to be completed by employee & reviewed by Physician.

2. General Physical and Neurological Examination
3. Complete Blood Count/Differential/Platelet Count
4. Urinalysis (Routine and Microscopic)
5. Blood Chemistry Profile
6. Electrocardiogram (12 Lead Stress)
7. Cancer Screening
8. Chest X-ray (PA) one view
9. Spirometry/Pulmonary Function Test (FVC, FEV1, (FEV1/FVC%))
10. Visual Acuity

6.0 PRICE QUOTATIONS AND PROTOCOLS

6.1 BID SHEET- See Bid Sheet for specific procedures.

Without exception, any organization/individual responding to this RFP shall use the proposal protocols and procedures as defined below and listed in Appendix A. Price quotations shall be provided in each of the provided spaces (\$_____). Any packaged price proposal for baseline medical evaluations shall include, without exception, each of the items outlined. Price quotations must be provided for optional items, as well. The decision to implement any listed items rests with the Task Force and not the provider of these services.

6.2 FIRE SERVICE SPECIFIC PHYSICIAN

Ideally, this professional should be board certified in occupational medicine, internal medicine specializing in fields relevant to the fire service such as occupational toxicology, industrial hygiene, epidemiology, infectious disease, pulmonary, cardiology, critical care, orthopedics, and/or emergency medicine. The ability to interact successfully with other professionals is essential since no single person can be a specialist in all fields. Physician must have a thorough knowledge of job-related activities, physical demands of the occupation and stresses associated with fire fighting. The individual must understand the various Fire Service job analyses, remain current on medical literature pertaining to fire service related issues, and conduct ongoing research related to fire fighter's health, safety, and fitness. Additionally, the physician must have knowledge of local, state, and federal laws as well as the roles of labor and management relating to occupational medicine, health, and safety.

6.3 PROJECT STAFF

The Proposer will identify the staff (including any and all subcontractors) that will provide the services defined in this RFP. For each proposed staff member, please provide the following information:

- A. Identify a Project Manager as a primary contact with The City and or Task Force for the duration of the contract, and a consistent point of contact for scheduling exams

and other work scope matters. Also, identify the location of the Proposer's office that will serve this contract, and the clinic sites where the exams will be performed.

- B. For each member of the team, describe the role that s/he will serve. Indicate those members of the team who will work closely with Task Force.
- C. Please indicate the members of your project team who are sub-contractors (if any) to your organization. What is the ratio of staff to subcontractors in your proposed project team?
- D. Provide a resume for each of the key medical and management project staff members and medical providers as appendices. Resumes should be no longer than three (3) pages and should contain the following information about each project member:
 - Position with the Company and work location
 - Years with the Company
 - Education, Licenses, and Certifications
 - Work experience related to purpose of contract

6.4 FOLLOW-UP OR REFERRAL TO PERSONAL PHYSICIAN, SPECIALIST(S) OR OTHER HEALTH CARE PRACTITIONER(S)

- The Wellness-Fitness Initiative recognizes the importance of consultation and/or referral to outside health care providers and/or specialists. Only possible life threatening abnormal cardiac findings will become automatic referrals. Health care provider will be provided specific instructions for those referrals.
- General follow-up care is not supported by this RFP. Uniformed personnel have the right to choose who provides follow-up care. Therefore, it becomes the individual uniformed personnel's responsibility for his/her medical provider selection and payment of any follow-up visits and or procedures.
- When appropriate, and within the scope of practice, uniformed personnel, at their own expense, may choose the contracted medical provider to provide follow-up services.

7.0 PROPOSAL CONTENT

7.1 GENERAL FORMAT

The proposal will be the basis for negotiating the final contract documents and therefore must be signed by an individual authorized to commit your organization to the procedures and fee schedule contained in the proposal. Total proposal should not exceed twenty pages. Supplemental information and examples of report formats may be attached to formal proposal.

7.2 PROPOSAL FORMAT

Information shall be provided in this order:

- A. Proposals should include a historical summary of the firm's experience in conducting Fire Service specific baseline medical evaluations and key business data about the organization. It should identify the key individuals in the firm who will work with The Task Force to manage this account and include brief resumes. The location of the

Proposer within Seattle or a nearby location and experience with Washington State and Fire Service Safety regulations are highly valued.

- B. Proposal shall outline proven practices and procedures that will be used to perform the services as well as items requested in Section 6
 - assurance of primary Health Care Provider qualification.**
 - credentials of professional personnel.**
 - plan detailing of evaluation activities, including confidentiality of records**
 - plan for maintaining written documentation regarding follow-up/referral program or procedure(s) recommendations**
 - provide a separate document, signed by the official representative of the provider, of assurance that confidentiality requirements are acknowledged and shall be met.**
- C. The proposal should identify a minimum of five current, major clients, particularly other governmental entities, with contact names and telephone numbers provided on the Reference Details Forms. Indicate how long your firm has provided occupational medical exam service to these clients and the approximate number and type of exams conducted in each organization.
- D. Bid Sheet
- E. Contact Details Form
- F. Reference Details Form
- G. Declaration For Applicants
- H. Consultant Agreement

7.3 COVER LETTER

A cover letter should be included with the proposal submittal identifying one contact person by name, address, telephone number and FAX number that will be designated as customer service representative , and briefly outline how the firm will meet the needs for conducting occupational medical exams for the Seattle Fire Department.

8.0 PROPOSAL ADMINISTRATIVE REQUIREMENTS

8.1 INTRODUCTION

This section of the RFP details the procedures that The Task Force has established for managing and directing the RFP process. The purpose of these procedures are to ensure The Task Force receives proposals that are the result of an open, competitive process, and to ensure that Proposers receive fair and equitable treatment in the solicitation, receipt, and review of their proposals.

In submitting a proposal, the Proposer should assume that the City will insist on executing the contract attached to this RFP without any changes. If the Proposer wants alternative or additional language or provisions to the attached contract, the Proposer should include with its proposal the complete language change(s) it is proposing, and describe the cost savings or other benefit the City will receive for each change that it accepts.

The Task Force may reject the proposal of any Proposer who fails to comply with any of the requirements of this Section.

8.2 COMMUNICATION WITH THE TASK FORCE

All Proposer communications concerning this RFP should be directed in writing via mail, fax, or email to:

Kim C. Favorite
Occ Health and Fitness Coordinator
Seattle Fire Department
Joint Training Center
9401 Myers Way South, Seattle, WA 98108
Telephone: (206) 386-1777 Cell: (206) 291-7180
Fax: (206) 386-1669
Kim.favorite@seattle.gov

No other Task Force official or employee is empowered to speak for The Task Force with respect to this RFP Process. Proposers who seek to obtain information, clarification, or interpretation from another Task Force official or employees are advised that such information is used at the Proposers' own risk, and The Task Force will not be bound by any such representations. Any attempt to bypass this process may be grounds for rejection of the Proposers' proposal.

8.3 PROPOSAL INSTRUCTIONS

A. Organization and Copies

To be considered responsive, proposals must include the information requested. To facilitate evaluation, proposals should be organized in the order outlined in Section 7. Proposers must provide The Task Force with one original and four (4) copies of their proposals. (Double sided copying and recycled paper is encouraged).

B. Format

To the extent possible, proposals should be prepared on 8 1/2" x 11" paper and bound or stapled. Proposals should not exceed 20 pages. Supplemental information and examples of aggregate and or individual report formats may be attached to formal proposals as appendices.

C. Readability

Proposers are advised that The Task Forces' ability to conduct a thorough evaluation of proposals is dependent on the Proposers' ability and willingness to submit proposals, which are well ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is the Proposers' responsibility.

8.4 DELIVERY OF PROPOSAL

One original and four copies of your proposal must be submitted to and received by The Task Force no later than 3:00 p.m. **Friday Sept 7, 2007**. No fax or e-mail transmissions will be accepted. All proposals shall become the property of The City and will be subject to the Public Disclosure Act. Proprietary information which does not bear on evaluation and which you wish to remain confidential should not be included in response materials.

Required written documents as delineated herein must be received before the stated deadline. Failure to submit one or more items will be grounds to reject the proposal from the review and selection process.

Delays caused by any delivery service, including the U.S. Postal Service, will not be grounds for an extension of the proposal due date and time. Proposals received after the due date and time will be returned unopened.

Proposals shall be delivered to the following address:

**If using US Postal Service, delivery service (FedEx, UPS, etc)
or hand delivery Monday – Friday 8:30AM to 4:30 PM:**

Kim C. Favorite
Occ Health and Fitness Coordinator
Seattle Fire Department
Joint Training Center
9401 Myers Way South, Seattle, WA 98108

8.5 COST OF PROPOSAL

The Task Force will not be liable for any costs incurred by Proposers in the preparation and presentation of proposals submitted in response to the RFP or in the participation in demonstrations.

8.6 REJECTION OF PROPOSAL

The Task Force reserves the right to reject any or all proposals at any time with no penalty and/or waive immaterial defects and minor irregularities in proposals.

8.7 PROPOSAL DISPOSITION

All material submitted in response to this RFP, except for proprietary material, shall become the property of The City upon delivery.

9.0 PROPOSAL EVALUATION PROCESS AND CRITERIA

9.1 EVALUATION PROCESS

Written proposals will be evaluated and rated by The Task Force's Evaluation Committee. Proposals receiving the highest ratings will be scheduled for an interview with the Evaluation Committee. Ratings will be based on the Proposer's' experience providing similar services for a Fire Departments of the size and complexity of the Seattle; reasonableness of proposed fee schedule and basis for periodic adjustment; ability to provide appropriate levels of staffing support and service to and coordination with The Task Force; ability to provide clear and timely results and reports to The Task Force regarding aggregate data; ability to provide effective occupational medical consultation to The Task Force as needed; and overall presentation and general approach to providing customer service.

- A. The Task Force's Evaluation Committee will also contact references to help verify the Proposers' ability to perform the scope of services outlined herein.
- B. Based on the results of the evaluation of written proposals, interviews and references, the Evaluation Committee will make its recommendation to The Task Force.
- C. Contract negotiations will commence with the selected Proposer. Proposers not selected will be notified in writing of the selection outcome.
- D. The Task Force Evaluation Committee reserves the right to:

1. Request a consultant submitting an application to clarify its contents or to supply any additional material deemed necessary to assist in the selection process.
2. Negotiate the program scope, materials, and costs with the selected consultant. If a contract cannot be negotiated with the selected consultant, The City may cease negotiations and reserves the rights to have The Task Force re-evaluate the next highest ranked Proposer if an agreement cannot be reached with the highest ranked Proposer.
3. Modify or alter any of the requirements herein and identify additional tasks to be accomplished prior to executing a formal contractual agreement.
4. Select the Proposer with the best project approach and ability to meet The Task Force's program needs regardless of cost.
5. Visit a Proposer's office or clinic facilities to meet with respondent's staff.
6. Reject any or all applications at any time without penalty.
7. Retain all original data and working papers generated during this RFP process.

9.2 ATTACHMENTS

- A. Bid Sheet
- B. Contact Details Form
- C. Reference Details Form
- D. Declaration For Applicants
- E. Consultant Agreement

9.3 EVALUATION

For the Proposer selection, written proposals will be scored using the following criteria:

Item	Points
Proposer Qualifications, Expertise, and Experience	40
Proposed Method of Performance including Customer Service	30
Cost	30

CRITERIA SCORING GUIDELINES

SECTION		CRITERIA	Excellent	Good	Fair
Proposer Qualifications, Expertise, and Experience			MAX 40 Points		
6.2 FIRE SERVICE SPECIFIC PHYSICIAN	Board certified in occupational medicine, internal medicine specializing in fields relevant to the fire service such as occupational toxicology, industrial hygiene, epidemiology, infectious disease, pulmonary, cardiology, critical care, orthopedics, and/or emergency medicine.	10	5	2	
	Has a thorough knowledge of job-related activities, physical demands of the occupation and stresses associated with fire fighting including: A. In-depth knowledge regarding Fire Service specific medical assessments in accordance with the IAFF/ IAFC Joint Labor Management Wellness Fitness Initiative, the Firefighter Life Safety Initiative and NFPA 1582 Standards B. Understand the various Fire Service job analyses, has remain current on medical literature pertaining to fire service related issues, and conduct ongoing research related to fire fighter's health, safety, and fitness. C. Demonstrated knowledge of local, state, and federal laws as well as the roles of labor and management relating to occupational medicine, health, and safety.	10	5	2	
6.4 FOLLOW-UP OR REFERRALS	Stated has access to other professionals/specialist to expedite referrals for additional, optional, or other services as needed.	10	5	2	
7.2 PROPOSAL CONTENT	A. Identified a minimum of five current, major clients with contact names and telephone numbers provided on the Reference Details Forms.	5	2	1	
	B. Identified the location of the Proposer's office that will serve this contract and the clinic site(s) where the exams will be performed. Stated ability to provide the facility and equipment for services listed in the RFP	5	2	1	
TOTAL					
Proposed Method of Performance including Customer Service			MAX 30 Points		
1.2 SCHEDULE	Acknowledged contract is grant funded, time sensitive, one-year program with willingness to work with Task Force to successfully complete by May 15, 2008	2	1	0	
2.1.4 CONFIDENTIALITY	Confirmed, in writing, that at no time will any individual's information, data, written or verbal, be released, or shared, with any city department, city employee, and/or any other medical provider without written authorization by the patient. In addition, must request authorization to transfer or destroy any or all of the medical records/information in writing to Local 2898, Local 27, and the Fire Department at least 30 days in advance.	10	5	0	
6.3 PROJECT STAFF	Provided all requested information in section 6.3 for proposed key staff member or subcontractor.	4	2	0	
9.1 EVALUATION PROCESS	A. Responses of reference/contacts provided by Proposer	6	3	1	
	B. Responses provided by other Fire Service Departments or Agencies	8	4	2	
TOTAL					
SECTION		CRITERIA	Below	Within	Above
COSTS			MAX 30 Points		
6.1 BID SHEET	Required items	10	5	2	
	Group Pricing	10	5	2	
	Additional Item Costs	5	2	0	
	Optional Item Costs	5	2	0	
TOTAL					
Proposer Qualifications, Expertise, and Experience					
Proposed Method of Performance including Customer Service					
COSTS					
TOTAL SCORE					

ATTACHMENT A— Bid Sheet

Without exception, any organization/individual responding to this RFP shall use the protocols and procedures as defined below. Price quotations shall be provided in each of the provided spaces (\$_____). Any packaged price proposal for baseline medical evaluations shall include, without exception, each of the items outlined below. Price quotations must be provided for additional items. **All price quotation need to include review of lab results for specific known Fire Service cancer risks including testicular, prostate, skin, brain, rectum, stomach, bladder, and colon cancer, non-Hodgkin's lymphoma, multiple myeloma and malignant melanoma.**

The decision to implement any listed items rests with agreements made between Local 27, Local 2898, and the fire department, not the organization/individual providing these services.

Individualized Health Risk Appraisal

\$_____

Written feedback to uniformed personnel concerning health risks and health status is required following the annual examination. Reporting findings and risks and suggesting plans for modifying risks improves the physician-patient relationship and helps uniformed personnel claim ownership of their health status. Individualized health risk appraisals also must include questions that attempt to accurately measure the uniformed personnel's perception of their health. Health perception can be a useful indicator of potential problems.

Medical History Questionnaire

\$_____

An initial pre-employment history questionnaire must be completed to provide baseline information with which to compare future medical concerns.

Hands-on Physical Examination

\$_____

To Include:

Vital Signs - Head, Neck, Eyes, Ears, Nose, and Throat

Cardiovascular - Inspection, auscultation, percussion and palpation.

Pulmonary - Inspection, auscultation, percussion and palpation.

Gastrointestinal - Inspection, auscultation, percussion and palpation.

Genitourinary - Hernia exam (Also, see cancer screening).

Lymph Nodes

The examination of organ systems must be supplemented with an evaluation of lymph nodes in the cervical, auxiliary, and inguinal regions.

Neurological

The neurologic exam for uniformed personnel must include a general mental status evaluation and general assessment of the major cranial/peripheral nerves (motor, sensory, reflexes).

Musculoskeletal

Includes an overall assessment of range of motion (ROM) of all joints. Additionally, observation of the personnel performing certain standard office exercises or functions is helpful in assessing joint mobility and function.

Blood Analysis

\$ _____

The following are components of the blood analysis. At a minimum, laboratory services must provide these components in their automated chemistry panel (aka SMAC 20) and complete blood count (CBC) protocols

C-Reactive Protein

White Blood Cell Count

Differential

Red Blood Cell Count (Hematocrit)

Platelet Count

Liver Function Tests

Includes SGOT/AST, SGPT/ALT, LDH, Alkaline Phosphatase, and Bilirubin

Triglycerides

Cholesterol

Includes: Total Cholesterol, Low Density Lipoprotein (LDL-C) level, High Density Lipoprotein (HDL-C) level, and Total Cholesterol/HDL Ratio

Glucose

HbA1c

Blood Urea Nitrogen

Creatinine

Sodium

Potassium

Carbon Dioxide

Total Protein

Albumin

Calcium

Urinalysis

\$ _____

Dip Stick

Includes pH, Glucose, Ketones, Protein, Blood, and Bilirubin

Microscopic

Includes WBC, RBC, WBC Casts, RBC Casts, and Crystals

Vision Tests

\$ _____

Assessment of vision must include evaluation of distance, near, peripheral, and color vision. Evaluate for common visual disorders.

Pulmonary (Spirogram)

\$ _____

Chest X-Ray

\$ _____

Stress EKG *with Vo2 value calculated*

\$ _____

Oncology Screening Elements

Prostate Specific Antigen (PSA)

\$ _____

Fecal Occult Blood Testing

\$ _____

Skin Exam

\$ _____

Hepatitis A Vaccine \$ _____
Varicella Vaccine \$ _____
Influenza Vaccine \$ _____
HIV Screening (Required to be offered) \$ _____

Heavy Metal and Special Exposure Screening

Arsenic (urine) \$ _____
Mercury (urine) \$ _____
Lead (urine) \$ _____
Lead (blood) \$ _____
Aluminum \$ _____
Antimony \$ _____
Bismuth \$ _____
Cadmium \$ _____
Chromium \$ _____
Copper \$ _____
Nickel \$ _____
Zinc \$ _____
*Organophosphates
(RBC cholinesterase)* \$ _____
Polychlorinated Biphenyls (blood) \$ _____

***OPTIONAL Screening Costs:
Abnormal Cardiac Follow-up**

Electron Beam Tomography (EBT) \$ _____

* Not required for response.

ATTACHMENT B— Contact Details Form

Contractor Details	
Contractor name	
Company name	
Address	
Postcode	
Business Telephone #	
Cell Phone #	
Fax No	
Website	

Type of Company	
Sole trader	
Partnership	
Private	
Public	
Limited liability	
Other (please specify)	
Number of employees	

ATTACHMENT C — Reference Details Form

Reference 1	
Name of Fire Department	
Contact Person	
Telephone Number	
E-mail Address	

Reference 2	
Company/Department	
Name	
E-mail Address	
Telephone Number	

General Reference 3	
Company/Department	
Name	
E-mail Address	
Telephone Number	

General Reference 4	
Company/Department	
Name	
E-mail Address	
Telephone Number	

General Reference 5	
Company/Department	
Name	
E-mail Address	
Telephone Number	

ATTACHMENT D— Declaration For Applicants

I declare that the following documents have been enclosed with our application:

1.	One original and four copies of a statement of qualification and Proposal
2.	Completed Contact Details Form
3.	Completed Reference Details Form
4	CV or resume of Primary Health Care Provider and any other key project staff or subcontracts
5.	Acknowledgement of the insurance requirements, need to submit Equal Benefit and Women and Minority Outreach plan for hires or subconsultants.
6.	Acknowledgement of review of the sample consultant contract as per Section 8.1 above.

	Signed	
	Name (Block Capitals):	
	Position in Company	
	Date	

ATTACHMENT E – Sample Contract

The Seattle Fire Department CONSULTANT AGREEMENT FOR

Medical Baseline Evaluation Services for Seattle Fire Department Personnel

- Whereas, the Seattle Fire Department, working with Locals 27 & 2898, secured a Federal grant to support expanded medical services for firefighters and officers; and
- Whereas, the Department, Local 27 and Local 2898 have entered into a partnership to achieve the Grant’s scope of work; and
- Whereas, a task force has been formed with representatives of the Department, Local 27 and Local 2898 to serve as a planning and oversight group; and
- Whereas the interests and concerns of the various parties are to be represented by members of the Task Force and in so doing reflected in both the RFP and consultant contract,
- Now therefore, this contract is being set forth to reflect these expectations.

This Agreement is made and entered into by and between The Fire Department of Seattle, a Washington municipal Fire Service, as represented by the Fire Chief, in mutual collaboration with Local 2898 and Local 27, and [*insert name and address of Consultant] (“Consultant”), a [*insert appropriate type of business: e.g., partnership, sole proprietorship, limited liability company, corporation of the State of (*insert state in which the corporation is chartered) and authorized to do business in the State of Washington].

Section 1: TERM OF AGREEMENT

The term of this Agreement shall begin when fully executed by all parties, and shall end _____ from the date of execution, unless terminated earlier pursuant to the provisions hereof.

Section 2: TIME OF BEGINNING AND COMPLETION

The Consultant shall begin the work outlined in the "Scope of Work" section (“the Work”) upon receipt of written notice to proceed from the Task Force. The Task Force will acknowledge in writing when the Work is complete.

Time limits established pursuant to this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the Task Force, in writing, for its convenience or for conditions beyond the Consultant’s control.

Section 3: SCOPE OF WORK

The Scope of Work of this Agreement and the time schedule for completion of such work is as described in the RFP, which is attached to and made a part of this Agreement.

The Work shall, at all times, be subject to The City’s general review and approval through the Task Force. The Consultant shall confer with The City through the Task Force periodically during the progress of the Work, and shall prepare and present such information and materials (e.g., a detailed outline of completed Work) as may be pertinent, necessary, or requested by The City through the Task Force to determine the adequacy of the Work or the Consultant’s progress.

Section 4: PAYMENT

- A. The Total Authorized Compensation for the Basic services and expenses under this Agreement shall not exceed _____ and no cents (\$_____.00). Proposals can exceed the basic scope of work if there is no additional cost for those additional services bundled with and included in the bidders the basic one proposal cost.
- B. The parties agree that the per head costs for services includes all direct, indirect, and overhead costs incurred by the Consultant in performance of the work.
- C. Payments under contracts negotiated, based on cost, shall include only those costs allowed under Part 31 of the Federal Acquisition Regulations (FAR), the provisions of which are incorporated herein by reference.

Section 5: PAYMENT PROCEDURES

Payment shall be made by the Fire Department to the Consultant upon the Fire Department's receipt of an invoice itemizing the number of per head evaluations performed for the period covered by the invoice.

Section 6: ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS

All official notices under this Agreement shall be delivered to the following addresses (or such other address (es) as either party may designate in writing):

Seattle Fire Department:

Insert Project Manager(s) Name & Title
301 Second Ave. South, Seattle, WA 98108
Phone Number(s) E-Mail

Task Force

Insert Project Manager(s) Name & Title
517 2nd Ave. W, Seattle, WA 98119
Phone Number(s) E-Mail

Consultant:

Insert Project Manager's Name & Title
Address
Phone Number(s) E-Mail

Within 30 calendar days after final payment has been made to the Consultant for the Work, the Consultant shall submit to the Department a completed "Final Consultant Contract Payments Reporting Form", in the form attached to this Agreement or as revised hereafter by the Department.

Section 7: EQUAL EMPLOYMENT OPPORTUNITY AND OUTREACH

- A. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Consultant shall take affirmative efforts to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap. Such efforts shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.
- B. If the Consultant will hire employees for this project, the Consultant shall make affirmative efforts to recruit minority and women candidates. Affirmative efforts may include the use of advertisements in publications directed to minority communities and other targeted recruitment efforts, and using the services of available minority community and public organizations to perform outreach.
- C. Record-Keeping: The Consultant shall maintain its employee records, for at least 24 months after the expiration or earlier termination of this Agreement and permit access to the Consultant's records of employment, employment advertisements, application forms and other pertinent data and records requested for the purposes of investigation to determine compliance with the requirements of this section.
- D. The Consultant, by executing this Agreement, is affirming that the Consultant complies with all applicable federal, state, and local non-discrimination laws, particularly the requirements of SMC Ch. 20.42 as incorporated in this Agreement. Any violation of the requirements of the provisions of this section noted in paragraph A, B and C above shall be a material breach of Agreement for which the Consultant may be subject to damages and sanctions provided for by the Agreement and by applicable law, including but not limited to debarment from Fire Department contracting activities in accordance with SMC Ch. 20.70.
- E. The foregoing provisions of this section shall be inserted in all subcontracts for the Work covered by this Agreement.

Section 8: NONDISCRIMINATION IN EMPLOYEE BENEFITS

- A. Compliance with SMC Ch. 20.45: The Consultant shall comply with the requirements of SMC Ch.20.45 and Equal Benefits Program Rules implementing such requirements, under which the Consultant is obligated to provide the same or equivalent benefits ("equal benefits") to its employees with domestic partners as the Consultant provides to its employees with spouses. At The City's request, the Consultant shall provide complete information and verification of the Consultant's compliance with SMC Ch. 20.45. Failure to cooperate with such a request shall constitute a material breach of this Contract. *(For further information about SMC Ch. 20.45 and the Equal Benefits Program Rules call (206) 684-0430 or review information at <http://cityofseattle.net/contract/equalbenefits/>.)*

- B. Remedies for Violations of SMC Ch. 20.45: Any violation of this Section 9 shall be a material breach of Contract for which the Fire Department may:
1. Require the Consultant to pay liquidated damages for each day that the Consultant is in violation of SMC Ch. 20.45 during the term of the Contract; or
 2. Terminate the Contract; or
 3. Disqualify the Consultant from bidding on or being awarded a Fire Department contract for a period of up to five (5) years; or
 4. Impose such other remedies as specifically provided for in SMC Ch. 20.45 and the Equal Benefits Program Rules promulgated hereunder, or as provided in this Agreement.

Section 9: AFFIRMATIVE EFFORTS TO USE WOMEN AND MINORITY BUSINESS ENTERPRISES

- A. If a Consultant intends to subcontract out any part of a contract instead of performing the work itself, then the following requirement applies: Consultant shall use affirmative efforts to promote and encourage participation by women and minority businesses on subcontracting opportunities within the contract scope of work. Consultant agrees to make such efforts as a condition of the Agreement.
- B. Outreach efforts may include the use of solicitation lists, advertisements in publications directed to minority communities, breaking down total requirements into smaller tasks or quantities where economically feasible, making other useful schedule or requirements modifications that are likely to assist small or WMBE businesses to compete, targeted recruitment efforts, and using the services of available minority community and public organizations to perform outreach.
- C. Record-Keeping: The Consultant shall maintain, for at least 24 months after the expiration or earlier termination of this Agreement, relevant records and information necessary to document all Consultant solicitations to subconsultants and suppliers, all subconsultant and supplier proposals received, and all subconsultants and suppliers actually utilized under this Agreement. The City shall have the right to inspect and copy such records.
- D. Consultant shall ensure that all employees, particularly supervisors, are aware of, and adhere to their obligation to maintain a working environment free from discriminatory conduct, including but not limited to harassment and intimidation of minorities, women, or WMBE businesses.
- E. Non-Discrimination: Consultant shall not create barriers to open and fair opportunities for WMBEs to participate in any Fire Department contract and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services.
- F. Sanctions for Violation: Any violation of the paragraphs A, B, C, D or E of this section, or a violation of SMC Ch. 14.04 (Fair Employment), SMC Ch. 14.10 (Fair Contracting), SMC Ch. 20.42 (Equality in Contracting), SMC Ch. 20.45 (Nondiscrimination in Benefits), or other local, state or federal non-discrimination laws shall be a material breach of contract for which the Consultant may be subject to damages and sanctions provided for by the Agreement and by applicable law. Consultants found to be in violation of the requirements may be subject to debarment from Fire Department contracting activities in accordance with SMC Ch. 20.70.

Section 10: OTHER LEGAL REQUIREMENTS

- A. General Requirement: The Consultant, at no expense to the Fire Department, shall comply with all applicable laws of the United States and the State of Washington; the Charter and ordinances of the Fire Department; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof. Without limiting the generality of this paragraph, the Consultant shall specifically comply with the following requirements of this section.
- B. Licenses and Similar Authorizations: The Consultant, at no expense to the Fire Department, shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.
- C. Use of Recycled Content Paper: Whenever practicable, Consultant shall use reusable products including recycled content paper on all documents submitted to the Fire Department or The City. Consultant is to duplex all documents that are prepared for the Fire Department or The City under this Contract, whether such materials are printed or copied, except when impracticable to do so due to the nature of the product being produced. Consultants are to use 100% post consumer recycled content, chlorine free paper in any documents that are produced for the Fire Department or The City, whenever practicable, and to use other paper-saving and recycling measures in performance of the contract with and for the Fire Department, The Task Force, or The City.

- D. Americans with Disabilities Act: The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 as amended (ADA) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement.
- E. Fair Contracting Practices Ordinance: The Consultant shall comply with the Fair Contracting Practices Ordinance of The City of Seattle (Chapter 14.10 SMC), as amended.

Section 11: INDEMNIFICATION

The Consultant does hereby release and shall defend, indemnify, and hold the City of Seattle as well as The Task Force and their respective employees and agents harmless from all losses, liabilities, claims (including claims arising under federal, state or local environmental laws), costs (including attorneys' fees), actions or damages of any sort whatsoever arising out of the Consultant's performance of the services contemplated by this Agreement to the extent attributable to the negligent acts or omissions, willful misconduct or breach of this Agreement by the Consultant, its servants, agents, and employees. In furtherance of these obligations, and only with respect to the City of Seattle as well as The Task Force and their respective employees and agents, the Consultant waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, worker's compensation, disability, employee benefit or similar laws. The Consultant acknowledges that the foregoing waiver of immunity was mutually negotiated and agrees that the indemnification provided for in this section shall survive any termination or expiration of this Agreement.

Section 12: INSURANCE

Insurance certification required. See Addendum "INSURANCE REQUIREMENTS AND TRANSMITTAL FORM".

Section 13: AUDIT

Upon request, the Consultant shall permit the Fire Department, and Task Force (Agency) to inspect and audit all non confidential medical records or Health Insurance Portability and Accountability Act ("HIPAA") protected pertinent books and records of the Consultant, any subconsultant, or any other person or entity that performed work in connection with or related to the Work, at any and all times deemed necessary by the Fire Department or Agency, including up to six years after the final payment or release of withheld amounts has been made under this Agreement. Such inspection and audit shall occur in King County, Washington or other such reasonable location as the Fire Department or The Task Force selects. The Consultant shall supply the Fire Department with, or shall permit the Fire Department and/or Agency to make, a copy of any non confidential medical records or HIPAA protected books and records and any portion thereof. The Consultant shall ensure that such inspection, audit and copying right of the Fire Department and Agency is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work under this Agreement.

Section 14: CONTRACTUAL RELATIONSHIP

The relationship of the Consultant to the Fire Department, by reason of this Agreement, shall be that of an independent contractor and the Consultant agrees that neither the Consultant nor any employee of the Consultant shall be deemed to be an employee or a contracting agency of the City of Seattle or the Fire Department for any purpose. This Agreement does not authorize the Consultant to act as the agent or legal representative of the Fire Department for any purpose whatsoever. The Consultant is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the Fire Department or to bind the Fire Department in any manner or thing whatsoever.

Section 15: ASSIGNMENT AND SUBCONTRACTING

The Consultant shall not assign or subcontract any of its obligations under this Agreement without The City through the Task Force's written consent in consultation with The City's other representatives. Any subcontract made by the Consultant shall incorporate by reference all the terms of this Agreement, except as otherwise provided. The Consultant shall ensure that all subconsultants comply with the obligations and requirements of the subcontract. The City through the Task Force's consent to any assignment or subcontract shall not release the Consultant from liability under this Agreement, or from any obligation to be performed under this Agreement, whether occurring before or after such consent, assignment, or subcontract.

Section 16: INVOLVEMENT OF CITY EMPLOYEES

- A. The Consultant shall promptly notify The City through the Task Force in writing of any person who is expected to perform any of the Work and who, during the twelve (12) months immediately prior to the expected commencement date of such work or subcontract, was a Fire Department officer or employee.
- B. The Consultant shall ensure that no Work or matter related to the Work is performed by any person (employee, subcontractor, or otherwise) who:

- (1) is already contracted to provide annual medical services for the Seattle Fire Department, or
- (2) was a Seattle Fire Department officer or employee within the past twelve (12) months; and was officially involved in, participated in, or acted upon any matter related to the Work, or is otherwise prohibited from such performance by SMC 4.16.075.

Section 17: NO CONFLICT OF INTEREST

The Consultant confirms that the Consultant does not have a business interest or a close family relationship with the a Fire Department officer or employee who was, is, or will be involved in the consultant selection, negotiation, drafting, signing, administration, or evaluating the Consultant's performance. As used in this section, the term "Consultant" shall include any employee of the Consultant who was, is, or will be involved in the negotiation, drafting, signing, administration, or performance of the Agreement. As used in this section, the term "close family relationship" refers to the following: spouse or domestic partner; any dependent parent, parent-in-law, child, son-in-law, or daughter-in-law; or any parent, parent-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a Fire Department officer or employee described above.

Section 18: ERRORS & OMISSIONS; CORRECTION

The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all data, reports, and other services furnished by or on the behalf of the Consultant under this Agreement. The Consultant, without additional compensation, shall correct or revise any errors or omissions, within or outside of the scope of HIPAA protected information, in said work, and/or other Consultant services immediately upon notification by The Task Force in consultation with The City. The obligation provided for in this section with respect to any acts or omissions during the term of this Agreement shall survive any termination or expiration of this Agreement.

Section 19: CONFIDENTIALITY

The Consultant agrees that they will not permit the duplication or disclosure of any information designated as "Confidential and Proprietary", or protected by HIPAA laws, to any person (other than its own employee who must have such information for the performance of that party's obligations hereunder) unless such duplication, use or disclosure is specifically authorized in writing by each individual uniformed employee or is required by law. "Confidential and Proprietary" information does not include ideas, concepts, know-how, or techniques related to information that, at the time of disclosure, is in the public domain unless the entry of that information into the public domain is a result of any breach of this Agreement. Likewise, "Confidential and Proprietary" information does not apply to information that is independently developed, already possessed without obligation of confidentiality, or rightfully obtained from a third party without an obligation of confidentiality.

Section 20: INTELLECTUAL PROPERTY RIGHTS

The Consultant hereby assigns to the City of Seattle all rights in any invention, improvement, or discovery, including but not limited to, designs, specifications, and patent rights developed in connection with the performance of the Agreement or any subcontract hereunder. Notwithstanding the above, the Consultant does not convey to the City (or any of its Agencies), nor does the City (or any of its Agencies) obtain, any right to any individual data, document, or material utilized by Consultant, that is created or produced as part of or separate from this Agreement, or was preexisting material (not already owned by the City), provided that the Consultant has clearly identified in writing such material as preexisting prior to commencement of the Work. To the extent that preexisting materials are incorporated into the Work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display, and transfer the preexisting material, but only as an inseparable part of the Work.

The Consultant grants to the City and The Task Force a non-exclusive, irrevocable, unlimited, royalty-free license to use aggregate data or research reports prepared by the Consultant for the City under this Agreement. If requested by the City and or The Task Force, a copy of all documents or materials, that do not violate Section 19 of this document, that are developed solely for, and paid for by, the City in connection with the performance of the Work, shall be promptly delivered.

The City and or The Task Force may make and retain copies of such documents for its information and reference in connection with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by The City and or The Task Force, or others, on extensions of the project, or on any other project

Section 21: EXTRA WORK

The Fire Department in consultation with The Task Force may desire to have the Consultant perform work or render services in connection with this project other than that expressly provided for in the "Scope of Work" section of this Agreement. This

will be considered extra work, supplemental to this Agreement, and shall not proceed unless authorized by an amendment. Any costs incurred due to the performance of extra work prior to execution of an amendment will not be reimbursed under this Agreement or an amendment.

Section 22: KEY PERSONS

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, without the express written consent of The City through the Task Force which consent shall not be unreasonably withheld. If, during the term of this Agreement, any such individual leaves the Consultant's employment, the Consultant shall present to The City through the Task Force one or more individual(s) with greater or equal qualifications as a replacement, subject to The City through the Task Force's approval, which shall not be unreasonably withheld. The City's approval shall not be construed to release the Consultant from its obligations under this Agreement.

Section 23: DISPUTES

Any dispute or misunderstanding that may arise under this Agreement concerning the Consultant's performance shall first be resolved through negotiations, if possible, between the Consultant's Project Manager and The Task Force's Project Manager, or if necessary shall be referred to The City and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, the parties may pursue other legal means to resolve such disputes, including but not limited to alternate dispute resolution processes.

Section 24: TERMINATION

- A. For Cause: The Task Force through The City may terminate this Agreement if the Consultant is in material breach of any of the terms of this Agreement, and such breach has not been corrected to The City's reasonable satisfaction in a timely manner.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature; war or warlike operation; civil commotion; riot; labor dispute including strike, walkout, or lockout, except labor disputes involving the Consultant's own employees; sabotage; or superior governmental regulation or control.
- C. For Convenience: The Task Force through The City may terminate this Agreement at any time, without cause and for any reason including The City's convenience, upon written notice to the Consultant.
- D. Notice: Notice of termination pursuant to this section shall be given by the party terminating this Agreement to the other not less than thirty (30) days prior to the effective date of termination.
- E. Actions Upon Termination: In the event of termination not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to termination, together with any reimbursable expenses then due, but in no event shall such compensation exceed the maximum compensation to be paid under the Agreement. The Consultant agrees that this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of this Agreement.

Upon termination for any reason, the Consultant must notify The City and all members of the Task Force of the new secure location of all medical record, data, and reports. The City and other members of the Task Force shall have the same rights to use these materials as if termination had not occurred.

SECTION 25: CONSULTANT PERFORMANCE EVALUATION PROGRAM

The Consultant's performance will be evaluated by The City at the conclusion of the contract.

SECTION 26: DEBARMENT

In accordance with SMC Ch. 20.70, the Director of the Department of Executive Administration or his/her designee may debar a Consultant and prevent the Consultant from entering into a contract with the Fire Department or from acting as a subconsultant on any contract with the Fire Department for up to five years after determining that any of the following reasons exist:

- A. The Consultant has received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City of Seattle Contracts.
- B. The Consultant has failed to comply with Fire Department ordinances or Contract terms, including but not limited to, ordinance or Contract terms relating to small business utilization, discrimination, or equal benefits.

- C. The Consultant has abandoned, surrendered, or failed to complete or to perform work on or in connection with a Fire Department Contract.
- D. The Consultant has failed to comply with Contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards.
- E. The Consultant has submitted false or intentionally misleading documents, reports, invoices, or other statements to the Fire Department in connection with a Contract.
- F. The Consultant has colluded with another firm to restrain competition.
- G. The Consultant has committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Contract for the Fire Department or any other government entity.
- H. The Consultant has failed to cooperate in a Cit of Seattle debarment investigation.
- I. The Consultant has failed to comply with SMC 14.04, SMC Ch. 14.10, SMC Ch. 20.42, or SMC Ch. 20.45, or other local, State, or federal non-discrimination laws.

The Director or his/her designee may issue an Order of Debarment in accordance with the procedures specified in SMC 20.70.050. The rights and remedies of the City of Seattle under these debarment provisions are in addition to any other rights and remedies provided by law or under the Agreement.

Section 27: MISCELLANEOUS PROVISIONS

- A. Amendments: No modification of this Agreement shall be effective unless in writing to The City and The Task Force and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants, and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors, and assigns.
- C. Applicable Law/Venue: This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for King County.
- D. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy at law or in equity.
- E. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- F. Severability: If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- G. Waiver: No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by The City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by The City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by The City, in writing.
- H. Entire Agreement: This document, along with any exhibits and attachments, constitutes the entire agreement between the parties with respect to the Work. No verbal agreement or conversation between any officer, agent,
- I. Negotiated Agreement: The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Agreement by having their representatives affix their signatures below.

CONSULTANT

THE City

By _____
Signature Date

By _____
Signature Fire Chief Date

With mutual collaboration:

By _____
Signature Local 27 President Date

By _____
Signature Local 2898 President Date

City of Seattle Business License Number: _____

Washington State Unified Business Identifier Number (UBI): _____

Federal Tax ID Number: _____

ADDENDUM
REQUIRED CONTRACT DOCUMENTS

To view these attachments click on the *Attachments* button or the  to the left of the page. If you move the PDF to a new location, the attachments will automatically move with it.



SAMPLE Insurance
Requirements



SAMPLE Equal
Benefits Compliance



SAMPLE
OutreachPlan.doc