

## **SERVICES TO BE PROVIDED**

### **Addendum A**

The services to be provided under this RFP include:

1. Assist in the feasibility of an association group retro plan
2. Take the primary lead in managing all aspects of the association's group retro plan that falls outside of Labor and Industries control.
3. Take the primary lead in educating and soliciting association members for the plan
4. Take the primary lead in underwriting which members are appropriate for the plan
5. Take the primary lead in developing a fire specific safety program
6. Take the primary lead in implementing the safety program
7. Assist with time loss injuries
8. Assist in early return to work
9. Assist in stay at work
10. Assist and manage all safety prevention and mitigation programs

## **MINIMUM REQUIREMENTS**

### **Addendum B**

These minimum requirements must be met for a bidder's proposal to be considered.

1. An individual or business licensed to conduct business in the state of Washington
2. An individual that is insured
3. An individual or business in good standing in the state of Washington with no outstanding taxes
4. An individual or business that is in trust
5. An individual or business that has had no past criminal history
6. An individual or business that has a minimum of 10 years of experience in providing safety services specific in Public Entity Fire Departments
7. An individual or business that has a minimum of 10 years of experience in workers' compensation claims management
8. An individual or business that has at least 5 years' experience working with NFPA 1500,1521,1581,1582,1583,1584 and the "Joint Labor-Management Wellness-Fitness Initiative
9. An individual or business with at least 5 years' experience working with national fire service safety issues
10. An individual or business that has at least 5 years' experience working with Public Entity labor unions.
11. An individual or business that has at least 5 years' working with presumption laws
12. An individual or business that can demonstrate past successful safety programs they have implemented for Public Entity fire departments
13. An individual or business that has at least 5 years' experience with the Federal OSHA specific rules for the fire service
14. An individual or business that has at least 5 years' experience with Washington OSHA specific rules for the fire service

**PROPOSAL REQUIREMENTS, SPECIAL TERMS, AND CONDITIONS**  
**Addendum C**

1. Bidder must include a statement that they comply with all requirements in this RFP
2. Bidder must include the proposed compensation package
3. Bidder must disclose all revenue and or perks that they will receive if they are the successful bidder, include bonuses, contingencies, collateral income, third party vendor kickbacks, perks, and any other forms of compensations
4. Bidder must acknowledge that the WFC has the right to conduct full and thorough audits at the WFC's discretion

## **BIDDER QUESTIONNAIRE**

### **Addendum D**

1. Name of firm, address, and telephone number
2. Name of the person, their title, length of service with your firm that is proposed to be the primary contact and their email
3. Indicate your firm's approximate annual premium volume generated from all Public Entities, and the number of Public Entities you currently service
4. Name of the person or persons who will be directly responsible for the WFC's account and describe their experience
5. List states your firm currently conducts business in
6. List the governmental entities that you now serve/consultant
7. List three governmental entities that you now serve as references and include the names and telephone numbers of persons to contact for reference
8. Please describe your workers' compensation and risk management experience in the area of Public Entities
9. Describe the method you would use to implement a group retro plan for the WFC
10. Describe the safety services you will be offering to plan members
11. Describe the claims management services you would be providing to plan members
12. Describe any unique services that you feel are essential for the plans success (do not exceed one page with a font size of 12)
13. Describe how you will stay current with our unique needs
14. Describe what you see on the horizon that we should consider in developing our association group retro plan

**SAMPLE CONTRACT**  
**Addendum E**

**Independent Contractor Agreement**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_, a non-profit association in the State of Washington, hereinafter called the WFC, and hereinafter called Independent Contractor.

Registered address  
Washington Fire Chiefs  
605 11<sup>th</sup> Ave SE # 210  
Olympia, WA 98501

Independent Contractor address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WHEREAS, WFC has a need for the services of an independent contractor with the particular training, ability, knowledge, expertise and experience possessed by Independent Contractor, now therefore, in consideration of fee described in Exhibit "A" (attached hereto and incorporated herein by reference) Independent Contractor agrees to perform the services described in Exhibit "A".

In performing the above services, it is understood and agreed that:

1. **STATUS.** The WFC does not currently employ Independent Contractor. The parties to this contract intend that the relation between them created by this contract is that of an employer/independent contractor. No agent, employee, servant or Sub-Contractor of Independent Contractor shall be deemed the employee, agent or servant, or of the WFC. The WFC is interested only in the results obtained under this contract; the control of Independent Contractor, however, the work contemplated herein must meet the approval of the WFC and shall be subject to the WFC's general right of inspection and supervision to secure the satisfactory performance thereof.
2. **WORK PERFORMED.** The work to be performed by the Independent Contractor includes services generally performed by Independent Contractor in his usual line of business.

3. **TAXES.** Independent Contractor will be responsible for any federal or state taxes applicable to payments received under this contract. WFC will report the total of all payments to Independent Contractor, including any expenses, in accordance with the Federal Internal Revenue Service and the State of Washington Department of Revenue Regulations
4. **BENEFITS.** Independent Contractor will not be eligible for any federal social security, state workers' compensation, unemployment insurance, or public employee's retirement system benefits from this contract payment, except as a self-employed individual.
5. **FEDERAL EMPLOYMENT STATUS.** In the event any payment made pursuant to this contract is to be charged against federal funds, Independent Contractor certifies that he is not currently employed by federal government and the amount charged does not exceed his normal charge for the type of services provided.
6. **INDEMNITY AND HOLD HARMLESS.** Independent Contractor agrees to defend, indemnify, and hold harmless the WFC, its board of directors, agents, servants, employees, and volunteers from and against all claims, demands and judgments (including attorney fees) made or recovered against them including, but not limited to, damages to real or tangible personal property or for bodily injury or death to any person, arising out of, or in connection with the performance of this contract by contractor and or contractors subcontractors . Contractor shall notify the WFC in writing of any such claim or demand to or demand to indemnify and shall cooperate with the WFC in a reasonable manner to facilitate the defense of such claim.
7. **LIABILITY INSURANCE.** Independent Contractor shall maintain in effect a comprehensive general liability policy (including professional liability, products and completed operations, OCP, Auto liability) with limits of at least \$2,000,000 per occurrence. Said policy shall include a 30-day notice of cancellation clause to the WFC. A certificate of insurance, that names the WFC as an additional named insured, evidencing all insurance required by this contract shall be delivered to the WFC before commencement of any services. Independent Contractor understands that the above limits of liability is the minimum acceptable by the WFC, and Independent Contractor further understands it is the responsibility of the Independent Contractor to determine the appropriate limit of liability in excess of the WFCs minimum acceptable limit, to

meet the Independent Contractors risk. Independent Contractor shall require and maintain proof of insurance by any and all Sub-Contractors they utilize working for the WFC, of insurance at least equal to the WFCs requirements of the Independent Contractor.

8. **WORKERS' COMPENSATION.** Independent Contractor shall provide evidence of workers' compensation insurance, or, by signing this contract, represents that he is a sole proprietor and therefore exempt from the laws requiring workers' compensation coverage. If the Independent Contractor is a sole proprietor and has elected not to cover themselves or any other individuals performing work for the WFC, the Independent Contractor agrees to save, and hold harmless the WFC from any and all claims. Independent Contractor agrees to require and maintain proof of workers' compensation coverage of any and all Sub-Contractors they utilize working for the WFC.
9. **EMPLOYEMENT LIABILITY.** Independent Contractor shall be responsible to save and hold harmless the WFC from any and all claims involving Civil Rights, and Employment Liability resulting from this contract and or the work described in Exhibit "A".
10. **COMPLETION DATE.** Independent Contractor agrees that any and all work described in Exhibit "A" shall be completed and accepted by the WFC on or before the date agreed to all stated in Exhibit "A". Independent Contractor agrees that failure to complete the work described in Exhibit "A" may cause the WFC irreparable harm. In the event the Independent Contractor fails to complete all work and have the WFC accept all work on or before the completion date stated in Exhibit "A", WFC will be entitled to damages.
11. **EMPLOYEES' TAXES.** Independent Contractor shall also defend, indemnify and hold harmless the WFC against all liability and loss in connection with and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance social security and income tax laws, with respect to Independent Contractor's employees engaged in the performance of this contract.

12. **ANNUAL EXTENSIONS.** This contract may be renewed annually twice. Renewal will be contingent on an annual satisfactory performance appraisal. The criteria for satisfactory performance are listed in Exhibit "A" of this contract.
13. **TERMINATION.** Either party may cancel this contract at any time upon 30 days written notice.
14. **COMPLETE CONTRACT.** This agreement and its attachments hereto constitute the entire agreement between the contracting parties. All prior agreements, discussions, representations, warranties and covenants are merged herein. There are no warranties, representations, covenants or agreements, expressed or implied, between the parties except those expressly set forth in writing and executed by the contracting parties.
15. **GOOD FAITH AND BEST EFFORT.** It is agreed that all parties to this contract will act in Good Faith and Best Effort to complete this contract.
16. **LITIGATION.** Independent Contractor agrees that in the event litigation is brought for any reason concerning this contract that it be brought in the State of Washington.
17. **CONTRACT DURATION.** Except as provided for under paragraph 10, this contract shall expire on \_\_\_\_\_. This fact notwithstanding, the services of Independent Contractor shall be authorized and paid for on a phase-by-phase basis as described in Exhibit "A".

**WFC Representative**

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**Signature**

**Date**

**Independent Contractor Representative**

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**Signature**

**Date**



County of \_\_\_\_\_

This record was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_\_

by \_\_\_\_\_.

\_\_\_\_\_

Notary Public - State of Washington